

## **GENERAL TERMS AND CONDITIONS**

### **ARTICLE 1 DEFINITIONS**

For the purposes of this general terms and conditions, the following capitalized terms shall have the meanings set forth below:

“Acceptance”	shall have the meaning ascribed to it in Article 12.7.
“Affiliate”	means, with respect to either party, any corporation or other organization or entity controlled by, controlling or under common control with such party. The terms “controlling”, “controlled by” or “control” shall mean (i) the direct or indirect ownership of more than fifty percent (50%) of the voting securities of any corporation, organization or entity, or (ii) the power to direct or cause the direction of the management or policies of such corporation, organization or entity through the ownership of securities or interests, by contract or otherwise.
“Approved sub-contractor”	means any sub-contractor in respect of whom Supplier has fulfilled the conditions in Article 14
“Company” or “CLIENT”	means Sanofi’s Affiliate that issued this PO.
“Comprehensive Agreement”	means a comprehensive agreement entered into between the Company and the Supplier for the supply of the goods and/or the provision of the services under this PO.
“Confidential Information”	means information, documents, materials, data and/or results disclosed or provided directly or indirectly by the Company or its Affiliate in any format (whether or not labeled as confidential) before and during the Contract term or obtained by the Supplier in the performance of the Contract, including without limitation information regarding the Company or its Affiliates' business, products and results of the services under the Contract.
“Contract”	means the contract for the supply of the goods and/or services under this PO, comprising of this PO with the T&C and Special Conditions.

“Effective Date”	means the date the Contract is deemed formed as provided in Article 2.
“Force Majeure”	means any event or circumstance that is beyond the reasonable control of the affected party, including act of God, strike, lock-out, act of a public enemy, war, terrorist act, blockade, riot, civil commotion and governmental restraints.
“IPR”	means any intellectual property right arising out of or relating to patents (including the rights to patentable or non-patentable inventions, discoveries, know-how, trade secrets and other confidential information), designs, trademarks, service marks, domain names, databases, copyrights, any registration or application to register, renew and/or extend any of these rights and all other intellectual property rights and equivalent or similar forms of protection existing in any country.
“Materials”	means any information, documents, data or material of any kind on any medium supplied to the Supplier directly or indirectly by the Company under the Contract.
“Other Prevailing Terms”	means the terms and conditions in the Comprehensive Agreement, and the terms and conditions under the Special Conditions.
“PO”	means this purchase order.
“Sanofi”	means collectively the Sanofi parent company with its headquarters in France and its Affiliates.
“Site”	means the Company’s site where any activities or services under this PO will be carried out.
“Special Conditions”	means any other terms and conditions attached to this PO.
“Supplier”	means the supplier of the goods and/or services under this PO.
“T&C”	means the general terms and conditions under this PO.

## **ARTICLE 2 PURPOSE**

2.1 This PO together with the T&C and Special Conditions constitute the offer from the Company to the Supplier to purchase the goods and/or services as specified in this PO; this offer is deemed accepted by the Supplier and the Contract is deemed formed on the date such offer is

accepted by Supplier, either by acknowledgment of this PO or the commencement of supply of the goods and/or performance of the services, whichever is earlier and constitutes the entire agreement between both parties with respect to the subject matter therein.

2.2 No conditions stated by the Supplier in acknowledging this PO or in any other document from the Supplier irrespective of the date of such document and notwithstanding any provisions to the contrary contained therein will be binding upon the Company.

2.3 If there is any conflict between the T&C and the Special Conditions, the provisions of the Special Conditions shall prevail or if the Company and Supplier executed a comprehensive agreement on the supply of the goods and/or services under this PO, the terms of such agreement shall prevail over any inconsistent terms in the T&C or the Special Conditions.

### **ARTICLE 3 TERM**

3.1 The Contract takes effect from the Effective Date and shall remain in force until the later of (a) completion of the supply of the goods and/or performance of the services under this PO, and (b) expiration of the warranty period specified in the Contract, unless earlier terminated as provided in the Contract. The Contract shall in no way be tacitly renewed without written agreement between the parties.

### **ARTICLE 4 TERMINATION**

4.1 In addition to other provisions under the Contract that allow a party to terminate the Contract, the Contract may also be terminated by either party with immediate effect upon receipt of written notice sent to the other party, in the event of (a) breach by a party of any term of the Contract and its failure to remedy such breach within fifteen (15) days from the date of the written notice from the non-defaulting party requesting it to cure such breach; or (b) a party becomes insolvent, or a petition in bankruptcy or some equivalent shall be filed by or against it, or if a party shall make any assignment for the benefit of creditors, or a receiver for all or a substantial portion of the property of such party shall be appointed; or (c) a party ceases to carry on its business.

4.2 Notwithstanding any provision to the contrary under the Contract, the Contract may be terminated by Company in part or as a whole and for any reason upon seven (7) days prior notice without any liability, compensation and/or indemnity to Supplier except for payment of goods and/or services already supplied in accordance with the Contract up to the effective date of termination.

4.3 In addition to other provisions under the Contract that allow the Company to terminate the Contract, the Contract may be terminated by the Company without any liability, compensation

and/or indemnity to the Supplier with immediate effect upon receipt of written notice sent to the Supplier, (a) in the event of Change of Control of the Supplier which the Company, in its sole discretion, considers prejudicial to, or in conflict with, the Company's interests; or (b) in the event of breach or potential breach by the Supplier of its obligations related to confidentiality, personal data protection, security, ethics and business integrity, health/safety/environmental ("HSE") protection, conflict of interest, or pharmacovigilance. For the purpose hereof, "Change of Control": shall mean with respect to the Supplier the approval by the shareholders of the Supplier of a takeover, acquisition, merger, amalgamation or other similar corporate reorganization which would result thereafter in the control of the Supplier by an entity that is not an Affiliate of the Supplier on the Effective Date. For the purposes of this definition "control" shall mean (i) the direct or indirect ownership of more than fifty percent (50%) of the voting securities of any corporation, entity or organization, or (ii) the power to direct or cause the direction of the management or policies of such corporation, entity or organization through the ownership of securities or interests, by contract or other means.

4.4 In the event of early termination of the Contract for any reason whatsoever, (a) Supplier shall, within two (2) weeks from the effective date of termination, provide Company with a detailed handover report on the goods supplied and/or the services performed as at the date of termination to enable Company to complete such supply and/or performance; (b) Supplier shall promptly refund to Company any payment in advance or in excess of the goods supplied and/or services actually rendered as at the effective date of termination; and (c) Supplier shall promptly deliver, transfer, return, and/or destroy all data, information, and materials provided by the Company and all deliverables under the Contract upon request of the Company. The above provision is without prejudice to any right or remedy, which Company may be entitled under applicable laws for damages and losses suffered due to early termination of the Contract.

4.5 In the event of early termination of the Contract, the Company shall only be liable to pay the Supplier for goods and/or services delivered to the Company in compliance with the Contract up to the effective date of termination.

## **ARTICLE 5 FINANCIAL CONDITIONS**

5.1 In consideration of the supply and Acceptance of the goods and/or services in accordance with the terms and conditions of the Contract, the Company agrees to pay the Supplier the amount stated in this PO and in the manner set forth in Article 5.3. The Supplier will bear all transportation costs under this PO fully.

5.2 The Supplier shall send the hard copies of the invoices to the Accounting Department of the Company and address the same to the 21st Floor, One World Place Corporate Offices, 32nd Street, Bonifacio Global City, Taguig City. Submitted invoices shall include all elements

specified by the applicable legal and tax requirements (e.g., description of the delivered goods/services etc.) as well as all relevant legal requirements. .

The Supplier may also submit invoices in electronic format through [accounts\\_payable.ph@sanofi.com](mailto:accounts_payable.ph@sanofi.com) in addition to the required physical copies of the invoices.

5.3 The Company will pay the Supplier by bank transfer only within ninety (90) days from the date of receipt of the Supplier's invoice unless otherwise provided in this PO. If the Company on good faith reasonably dispute the whole of or any item in any invoice, the amount in dispute shall not be considered due until the parties have resolved the dispute.

5.4 The Company will pay no advancement to the Supplier. However, where advancement is made, the Supplier must furnish an unconditional bank guarantee for the return of the advancement if the goods are not delivered and/or if the services are not performed.

5.5 The Supplier shall bear all taxes leviable on any payment received under the Contract, except the applicable value added tax or goods and service tax arising in connection with the goods/services delivered under the Contract for which the Company shall be responsible. In the event the Company is required under applicable laws to withhold any deduction of tax from any payments to the Supplier under the Contract, such amount shall be deducted from the payment to be made by the Company and paid to the relevant taxing authority.

5.6 The Supplier (Philippine suppliers only) agrees to provide a compliant official receipt within three (3) days upon receipt of the Company's payment. The Company reserves the right to impose on the Supplier a penalty equivalent to Twelve Percent (12%) of the PO amount for failure, without justifiable reason, to provide a timely and compliant official receipt. In addition, the Company reserves the right to change the mode of payment without prior notice to the Supplier due to persistent non-compliance with the Company's policy on providing an official receipt.

## **ARTICLE 6 LIABILITY**

6.1 The Supplier will indemnify, defend and hold harmless the Company, its Affiliates, their respective employees, officers, directors, customers and/or any third party related to the Company from and against all claims, liabilities, obligations, judgments, damages, costs and expenses, that may result from or be caused by the Supplier's or its subcontractors' or agents' acts or omissions in the performance of its obligation under the Contract (including without

limitation negligence, breach of any term under the Contract or any applicable laws, gross negligence or willful misconduct), except to the extent arising from the gross negligence or willful misconduct of the Company. The foregoing shall include, without limitation, indemnity for workman's compensation, public liability and property damage, and reasonable attorney's fees and expenses.

## **ARTICLE 7 INSURANCE**

7.1 Without limiting the liability of the Supplier under the Contract, the Supplier warrants and agrees that, as of the Effective Date, it has subscribed, and that it shall maintain throughout the term of the Contract, all insurance necessary to cover its potential liabilities and losses under the Contract. The Supplier shall, upon request, produce a certificate of insurance showing that the necessary coverage is currently in force and that relevant premiums have been timely paid. The Supplier shall notify the Company of changes, suspension or termination of its insurance coverage, within one (1) week of any such change, suspension or termination.

## **ARTICLE 8 FORCE MAJEURE**

8.1 Neither party shall be liable to the other for any failure to fulfill its obligations under the Contract to the extent that such failure is attributable to Force Majeure.

8.2 The party affected by Force Majeure shall, within twenty-four (24) hours from its occurrence, inform the other party in writing of the Force Majeure with details and shall use its best endeavours to mitigate the impact of the Force Majeure.

8.3 Each party shall bear its own and expenses incurred in connection with the Force Majeure.

8.4 The party affected by Force Majeure shall inform the other party in writing and immediately resume performance of its obligation under the Contract as soon as the Force Majeure ceases.

8.5 Where the obstruction to the Supplier caused by Force Majeure lasts for more than 72 hours, the Company may, beyond this period, secure another supplier of its choice, for the temporary execution of the Contract, until the Supplier resumes its obligations.

8.6 If the Force Majeure continues for a period of two (2) months, either party may terminate the Contract upon serving of notice in writing by registered mail with return receipt requested. Termination will be effective on the date of delivery of the registered letter.

## **ARTICLE 9 AUDIT**

9.1 During the term of the Contract and for a period of three (3) years after termination of the Contract, upon ten (10) days prior notice to the Supplier, the Company (or its appointed representatives) will have the right, during normal business hours and at its own reasonable expense, to conduct investigation and/or audit of the Supplier or its approved sub-contractor's site, operations and/or records (but only to the extent that these relate to the performance of the obligations undertaken by the Supplier under the Contract). The Supplier agrees to cooperate fully with such investigations and/or audits, the scope, method, nature and duration of which shall be at the sole discretion of the Company acting reasonably. The Supplier agrees, at its costs, to promptly take any corrective or preventive measures as recommended in such investigation and/or audits, failing which the Supplier shall be deemed to be in breach of the Contract, which entitle the Company to terminate the Contract.

9.2 In the event of any regulatory audit, investigation or inspection at the Supplier's site and/or relating to the supply of the goods and/or services under the Contract, the Supplier shall notify the Company within forty-eight (48) hours of receipt of notice of audit, investigation or inspection and will promptly share with the Company the results of such regulatory audit, investigation or inspection.

9.3 The result of the audit, investigation and/or inspection related to the Supplier and/or the supply of the goods and/or services under the Contract shall be considered as confidential information of both parties.

## **ARTICLE 10 CONFIDENTIALITY**

10.1 The Supplier shall keep confidential, not disclose to any third party and shall use solely for the purpose of the Contract any Confidential Information. These obligations of confidentiality and restricted use shall be in force for the duration of the Contract and for ten (10) years following the expiration or early termination of the Contract for whatsoever reason.

10.2 The Supplier shall disclose the Confidential Information only to those of its employees or approved sub-contractor on a "need to know" basis for the performance of the Contract and shall bind its employees and approved sub-contractor to the same confidentiality and restricted use obligations as set forth herein. The Supplier shall be fully responsible for any breach of its confidentiality and restricted use obligation by its employees and/or approved sub-contractors.

10.3 The confidentiality and restricted use obligations set forth in this Article 10 shall not apply to information that: (a) according to Supplier's records, was lawfully in its possession prior to the date of disclosure and not subject to any obligation of confidentiality; (b) is or becomes generally available to the public through no act or omission on the part of Supplier; (c) is rightfully received by the Supplier from a third party not under an obligation of confidentiality to the

Company or its Affiliates with respect thereto; or (d) is required to be disclosed under applicable law or regulation, or by order of a court of competent jurisdiction, provided that the Supplier promptly notifies the Company unless it is not legally permitted and shall cooperate with the Company in taking any protective order and shall disclose only such Confidential Information as it is legally required.

10.4 This Article 10 (Confidentiality) shall apply to drawings, specifications or other documents prepared by the Supplier for the Company or the result of the services under the Contract. Supplier shall not disclose, advertise or publish the fact that Company has contracted to purchase goods and/or services from Supplier or any other information relating to this PO, without the Company's prior written consent.

10.5 The Supplier agrees that the Confidential Information shall be treated with the same care as if it were its own proprietary confidential information, in no event less than a reasonable care. Supplier agrees that a breach of this Article 10 (Confidentiality) may cause the Company continuing and irreparable harm for which monetary damages may be an inadequate remedy and therefore, that the Company shall be entitled to seek, in addition to other rights and remedies available to it, a temporary restraining order and/or injunctive relief to prevent any such breach.

10.6 Upon the termination of the Contract or at any time upon request of the Company, the Supplier shall promptly return and/or destroy within seven (7) days the originals of the Confidential Information and all copies of materials containing the Confidential Information, and shall not retain any copies, extracts or other reproductions of such materials.

10.7 The Company and its Affiliates are free to publish and to communicate the fact that the goods and/or services are being performed by the Supplier, the business relationship with the Supplier, and the results obtained therefrom, using all existing or future means of communication.

10.8 The Supplier shall not make any kind of publication or communication relating to the Contract, the supply of goods and/or services under this PO, the business relationship with the Company and/or the report or results obtained from the performance of its obligations under the Contract, whether orally or in writing, public or private, without the prior written consent of the Company.

## **ARTICLE 11 INTELLECTUAL PROPERTY**

11.1 The Supplier acknowledges that the Materials shall remain the sole and exclusive property of the Company or its Affiliates. The Contract shall not give rise to any assignment to the Supplier of any right or interest in the Materials including any developments or variations



thereof. The Supplier undertakes to use the Materials only for the purpose of the Contract and shall return the Materials to the Company at any time upon request from the Company or upon expiration or termination of the Contract. In no event shall the Supplier destroy any such result, information, data and documentation without the prior written consent of the Company.

11.2 All data, documents, information, know how, trade secret, proprietary methodologies and solutions, software and other items owned, developed or licensed by either party and or its Affiliates before the Effective Date and used for the performance of the Contract and all IPR associated therewith are and shall remain the property of such party or its Affiliates, licensors or supplier.

11.3 All the IPR related to any results, information, data, documents, drawings, programs, slides, inventions and/or any other works produced or obtained, in whatever form, nature and state of completion, during the performance or as result of the Contract (collectively, "Works") shall automatically and immediately become the exclusive property of the Company, which can use them freely worldwide without any limitation and/or any additional payment. It is expressly agreed between the parties that the fees paid by Company under the Contract shall include the assignment or transfer to the Company of all IPR arising from the performance of the Contract, and the waiver of all moral rights hereunder in accordance with the provisions of Part IV, Chapter X the Intellectual Property Code of the Philippines. Unless otherwise provided in the Comprehensive Agreement, Supplier undertakes to execute and deliver to the Company all instruments and documents (where the IPR vests automatically in the Supplier), and undertakes to procure that the maker of the Works shall execute and deliver to the Company all instruments and documents (where the IPR does not vest automatically in the Supplier), as are necessary to give effect to the assignment or transfer of IPR to the Company hereunder. Such assignment or transfer of IPR shall include, but not be limited to, reproduction, representation, translation, adaptation, use and exploitation rights, worldwide, for any support, medium or form and for the full period of legal protection of such IPR and any extensions or renewals thereof. As soon as such IPR are assigned to the Company, their support, including without limitation manuscripts and publications prepared by the Supplier in accordance with the Contract shall become the property of the Company.

11.4 The Supplier represents and warrants that it is the owner of the proprietary rights in, or has the right to use and modify, the information and materials that it will provide to the Company within the scope of the Contract, and that all IPR used in the performance of the Contract shall be free of all easements and in no way constitute an infringement of the rights of any third party. The Supplier shall defend, indemnify and hold harmless the Company, its Affiliates and employees from any action, suit, damages, costs or expenses (including reasonable attorney fees) based on any claim that the information or material provided to the Company under the Contract infringes any patent, copyright or any other IPR. This provision survives expiration or

termination of the Contract.

11.5 The Supplier shall notify the Company as soon as it becomes aware of any suspected, threatened or actual infringement of any IPR arising out of its performance of its obligations under the Contract and at Company's sole option, (a) modify or replace the affected part at no cost to the Company so as to overcome such infringement; (b) obtain at no cost to the Company, the right for the Company to continue to use the affected part in the manner contemplated by the Contract; or (c) omit the affected part and any such omission shall be deemed a variation of the Contract mutually agreed by the parties, and the sum payable under the Contract shall be reduced by the value of such omission as agreed by the parties.

## **ARTICLE 12 SPECIFIC PROVISIONS RELATED TO THIS PO**

12.1 The Supplier warrants to the Company (a) legal and unencumbered title to the goods shall pass to the Company upon delivery; (b) the goods shall be of good and merchantable quality and fit for their intended purposes, free from defects and in conformance with applicable law, sample approved by Company, specifications and other descriptions set forth in this PO; and (c) Supplier has the necessary skill and experiences to render the services, which shall be provided with due care and skill as well as in conformance with Company's specifications or other descriptions set forth in this PO. The above warranty shall be valid for the latter of the period of the Supplier's standard warranty period and for one year following the date of the Company's acceptance of the goods and/or services under this PO.

12.2 The Supplier shall discharge its obligations under the Contract in a good and professional manner, with all due care and diligence using state-of-the art technology, at a minimum commensurate with the professional standards generally applicable in similar industry and in accordance with the terms and conditions of the Contract and all applicable laws and regulations.

The Supplier acknowledges that any interruption or suspension of performance under the Contract may have critical adverse consequences for the Company, notably for the continuity of its business, the Supplier hereby undertakes to continue all the times the performance of the Contract by all possible means, including by maintaining an up-to-date business continuity and disaster recovery plan as necessary.

12.3 The Supplier represents and warrants that (a) it is duly authorized to enter into the Contract and perform its obligations hereunder; (b) it is not a party to any other agreement or obligation that would conflict with, prohibit, restrict or limit in any way its performance under the Contract or that might enable another party to claim any rights in any data, information or materials developed pursuant to the Contract; and (c) it has obtained all relevant licenses or permits required for all activities under the Contract and will maintain such licenses or permits through

the term of the Contract in due observance of all applicable law.

12.4 The parties agree that time is of the essence under the Contract. The Supplier will make deliveries to the address specified in the Contract in accordance with the delivery schedule specified therein. The Supplier shall immediately notify the Company if Supplier's timely performance under the Contract is delayed or likely to be delayed, in whole or in part, and Supplier shall provide the Company with all available information regarding the reasons for such delay.

In the event of delay in the delivery of good and/or in the execution of the services, and unless otherwise provided in Other Prevailing Terms, the Company may impose a penalty on the Supplier at a rate of 1% of the aggregate amount invoiced per calendar day of delay or the maximum rate allowed by law, whichever is lower, calculated on the aggregate amount invoiced on the goods and/or services (excluding GST). The Company may set off the penalty for delay against the total amount that it owes to the Supplier under this PO or for any other PO. In addition, the Company reserves all its other rights and remedies, including without limitation its right to terminate the Contract, to keep the goods which have already been delivered or part of the services already executed against part payment of the corresponding price and to purchase substitute goods and/or services elsewhere and charge the Supplier for any loss incurred.

12.5 The Supplier shall comply and shall procure that each of the Supplier's personnel and approved sub-contractors shall comply at a minimum with the information security and quality measures provisions currently set out in <https://suppliers.sanofi.com/en/standards-and-procedures> as may be amended by the Company from time to time. Such terms are hereby incorporated herein by reference and the parties expressly commit to comply with them.

12.6 Where this PO is related to a Sanofi product, specific pharmacovigilance requirements will apply. In this case, the Supplier and the Company shall comply with the terms of the applicable pharmacovigilance clause currently available at <https://suppliers.sanofi.com/en/standards-and-procedures> as may be amended by the Company from time to time. Such terms are hereby incorporated herein by reference and the parties expressly commit to comply with them.

12.7 The Company shall only be considered to have accepted the goods and/or services until after the goods and/or services have been inspected and accepted by the Company at the delivery address specified in the Contract. Notwithstanding the above, the goods and/or services are only considered as finally accepted by the Company after the expiry of the warranty period. If any of the goods and/or services delivered by the Supplier do not meet the warranties specified in the Contract, the Company may, at its option, (a) return or request the Supplier to collect, rectify or replace any defective or non-conforming goods and/or services at the Supplier's expense, (b) rectify or replace the defective or non-conforming goods and/or services itself and recover from

the Supplier all amount paid thereunder, (c) request for refund from the Supplier of all amounts paid for the defective or non-conforming goods and/or services, or (d) utilize the defective good and/or services and require an appropriate reduction in price. The Company shall notify the Supplier of its decision within a reasonable time. The Supplier shall collect, rectify or replace any defective or non-conforming goods and/or services, within seven (7) days from Company's notification. Goods and/or services rectified or replaced hereunder during the warranty period specified in the Contract shall remain in warranty for the remainder of the warranty period (and the time taken for such rectification or replacement shall not count towards the warranty period). Notwithstanding other provision to the contrary, the Supplier shall indemnify the Company against all losses suffered due to supply of defective or non-conforming goods and/or services. This provision survives termination of the Contract. The foregoing remedies are in addition to all other remedies available to the Company at law or under the Contract.

12.8 Title and risk in the goods shall pass to the Company when the goods have been delivered to the address specified in the Contract and inspected and accepted by the Company. The Supplier shall ensure suitable, secure and transit worthy packing of all goods supplied. The Supplier must comply with Company's special packaging and transport recommendations.

12.9 If any activities under the Contract are to be carried on Site, the Supplier shall and shall procure its approved sub-contractor, comply with all relevant security, health, safety and environmental policies applicable on Site, failing which Company may request for the immediate eviction of the Supplier, its employees and/or approved sub-contractors.

The Supplier undertakes to immediately inform the Company in case of any event which may generate a risk for the environment, health, security and/or safety of personnel and/or equipment at Site.

## **ARTICLE 13 ADDITIONAL PROVISIONS**

### **13.1 Personal Data protection**

Under this article, the parties agree that the terms “**Personal Data**”, “**Controller**”, “**Processor**”, “**Processing**”, “**Applicable Data Protection Law**”, “**Services**” and “**Order**” shall have the meaning assigned to them in the Data Processing Agreement (if applicable) or otherwise the meaning assigned to them in the T&C or, as the case may be, in the applicable law. Each party shall, with regards to its own respective Processing activities for which it acts as a Controller, comply with its own obligations under Applicable Data Protection Law. The parties agree that, for the purposes of performing the Contract under the T&C, the Supplier does not process Personal Data on behalf of Company. However, to the extent that the Supplier processes any Personal Data on the Company’s behalf within the scope of the Contract or should the Supplier

identify the fact that, during the performance of the Contract, the Supplier is processing Personal data on the Company's behalf (in such case, the Supplier shall immediately inform the Company thereof), such Processing shall be governed by the terms of the Data Processing Agreement attached to this PO, which may be amended by the Company and made available to the Supplier from time to time, such agreement is hereby incorporated herein by reference and the parties expressly commit to comply with them. Where the performance of the Contract under the T&C benefits Affiliates of the Company, either directly or through the signature of any relevant documentation (e.g. statement of work, purchase order, etc.), the parties expressly agree that each Company's Affiliate shall be regarded as a Controller independently in its own right.

### **13.2 Global Compact – Anti-Corruption – Conflict of Interest – Transparency – Restricted Parties Screening – Conflict Minerals – Environment**

**Global Compact.** Sanofi is a member of the Global Compact established by the United Nations <https://www.unglobalcompact.org> and has undertaken to support and apply certain fundamental principles in the fields of human rights, working conditions, the environment and anti-corruption. Relations with Company at the time of any PO are contingent upon Supplier's respect for these same principles as well any specific code of conduct implementing such principles by the Company such as the Sanofi Supplier Code of Conduct (<https://suppliers.sanofi.com/-/media/Project/One-Sanofi-Web/Websites/Global/Sanofi-Suppliers-COM/fr/Sanofi-Supplier-code-of-conduct.pdf>) and the Sanofi Code of Ethics (<http://www.codeofethics.sanofi/>). The Supplier undertakes to respect these principles and/or codes of conduct during the performance of the PO and set up sufficient internal procedures, tools and measurement indicators necessary to guarantee compliance with these principles. It authorizes the Company to assess the effectiveness of these, itself or through a third part approved by the parties.

**Anti-Corruption.** The Supplier undertakes to comply with all applicable national and international laws and regulations regarding the prevention of and fight against corruption and influence peddling. This commitment must be extended, by the Supplier to all the third parties to whom the Supplier may subcontract all or part of the PO. The Supplier undertakes to never propose to Sanofi employees any sum of money, gifts, loans, rebates or valuable objects.

**Conflict of interests.** The Supplier declares that on the proof of receipt date of the order form formalizing the PO, no conflict of interests (hereinafter the "Conflict of Interests") exists to affect or that is likely to affect the performance of the service(s) or the supplying of the goods due to these interests conflicting with their proper realization to the detriment of the Company's interests. In addition, the Supplier undertakes to declare any Conflict of Interest arising during performance of the Contract. In this event, the Company shall have the right to exercise its right of termination under the conditions provided for in the T&C.

**Transparency.** In the event applicable to the Supplier, the Company shall make public the existence of this Contract together with any amounts of costs paid within the framework of this PO in accordance with the prevailing legal and regulatory provisions relating to the transparency of personal connections.

**Restricted Parties Screening.** The Supplier shall comply with any and all applicable trade regulations (including but not limited to those on embargo and embargoed countries) and shall take all the necessary measures not to work with entities or individuals who are on any (national or international) sanctions and similar restrictions lists.

**Conflict Minerals.** The Supplier shall not use, and shall not allow to be used, any (a) cassiterite, columbite-tantalite, gold, wolframite, or the derivatives tantalum, tin or tungsten (“**Initial Conflict Minerals**”) that originated in the Democratic Republic of Congo (“**DRC**”) or an adjoining country, or (b) any other mineral or its derivatives determined by the Secretary of State to be financing conflict pursuant to Section 13p of the Securities and Exchange Act of 1934 (“**Additional Conflict Minerals**”, and together with the Initial Conflict Minerals, “**Conflict Minerals**”), in the manufacturing of any product that is implied in the performance of the Contract. Notwithstanding the foregoing, if the Supplier uses, or determines that it has used, a Conflict Mineral in the manufacturing of any such product(s) under the Contract, the Supplier shall immediately notify the Company, which notice shall contain a written description of the use of the Conflict Mineral, including, without limitation, whether the Conflict Mineral appears in any amount in the product(s) (including trace amounts) and a valid and verifiable certificate of origin of the Conflict Mineral used. The Supplier must be able to demonstrate that it undertook a reasonable country of origin inquiry and due diligence process in connection with its preparation and delivery of the certificate of origin.

**Environment.** The Supplier shall comply with all applicable environmental protection law and regulations relating notably to chemicals and classified facilities, including where applicable, REACH Regulation (EC 1907/2006), CLP Regulation (EC1272/2008) and BPR Regulation (EU 528/2012) and IED Directive 2010/75/EU, and its amendments.

### **13.3 Waiver**

The failure of either party to enforce, at any time, or for any period of time, any provision of the Contract or the failure of either party to exercise any option under the Contract shall not be construed as a waiver of such provision or option and shall, in no way, affect that party’s right to enforce such provision or exercise such option. No waiver of any provision hereof shall be deemed a waiver of any succeeding breach of the same or any other provision of the Contract. No waiver of any provision hereof shall be effective unless made in writing and signed by the

party granting the waiver.

### **13.4 Severability**

If any of provision of the T&C and/or Special Conditions is held to be illegal, invalid or unenforceable, such provision shall be severed from the T&C and/or Special Conditions without affecting the validity of the remaining provisions under the T&C and/or Special Conditions, which shall continue to be valid and binding.

### **13.5 Independent Contractor and No Employer – Employee Relationship**

The Supplier is an independent contractor and shall not be considered or deemed to be an agent, employee, or a partner of the Company. The Supplier shall have no authority to bind the Company in any manner and shall not represent itself as an agent, employee, or a partner of the Company or as otherwise authorized to act for or on behalf of the Company.

No employer-employee relationship shall be established or deemed to exist between the Company on the one hand, and the Supplier or its employees on the other. The Supplier shall have the entire responsibility, control and supervision of the work and/or services of its employees. The Supplier shall have exclusive right to hire, select, control, supervise, or dismiss its employees, and shall otherwise exclusively exercise and comply with all employer's statutory rights and obligations without any intervention whatsoever of the Company. The determination and payment of wages, salaries and/or compensation of the Supplier's employees shall be under its sole and complete control and the Company shall in no way be responsible or accountable for salaries and/or wages and/or other benefits of the Supplier's employees, including but not limited to, any indemnity for termination of employment. The Supplier shall indemnify and hold the Company, its Affiliates and their employees harmless from any and all claims by third parties, including but not limited to, labor authorities and/or the Supplier's employees on any cause of action which may arise relative to any employer-employee relationship. This Article 13.5 shall survive termination or expiration of the Contract.

### **13.6 Survival**

Notwithstanding the expiration or termination of the Contract, the provisions of this Article 13.6, and Articles 4.4, 6, 9, 10, 11, 12.7,13.3,13.4, 13.5,14 and 15 hereof shall survive and remain effective.

## **ARTICLE 14 Assignment and sub-contracting**

14.1 The Supplier cannot assign or sub-contract any of its rights and/or obligations under the

Contract, without the prior written consent of the Company. Any assignment or sub-contracting shall be on terms no less stringent than provided under the Contract and notwithstanding consent from Company, the Supplier shall continue to be jointly and severally liable to the Company for performance of the Contract by its assignee or sub-contractor. However, the Company may freely assign any of its rights and/or obligations under the Contract to any of its Affiliate or third party without the Supplier's prior consent.

14.2 The T&C and Special Conditions are made in the English language. If for any reason whatsoever the T&C and/or Special Conditions are translated into any other language, the English text shall prevail in the event of divergence or uncertainty of meaning. The language to be used with regards to the interpretation, execution, performance or termination of the T&C and/or Special Conditions shall be English.

#### **ARTICLE 15 Governing law and dispute resolution**

15.1 The Contract shall be governed by the laws of Republic of the Philippines without regard to its conflict of law principles.

15.2 The parties agree to submit to the exclusive jurisdiction of the courts of Taguig City for any dispute that arises under or is related to the Contract that cannot be settled by mutual agreement.