

TERMS AND CONDITIONS ("Conditions")

Except as set forth in clause 2.4 of these Conditions, these following Conditions govern the Contract (as defined) by and between ICON Clinical Research Limited (or the relevant ICON affiliate listed on the applicable Order), a limited liability company incorporated under the laws of Ireland with its registered office at South County Business Park, Leopardstown, Dublin 18, Ireland, ("**ICON**") and the Supplier (as defined). By selling Goods and/or providing Services ("**Products**") to ICON hereunder, Supplier confirms that the following Conditions apply. Any modifications to the following Conditions must be in writing and signed by ICON.

INTERPRETATION:

1. DEFINITIONS.

In these Conditions, the following definitions apply (in addition to other defined terms as set forth herein):

Business Day: any day other than a Saturday, Sunday or public holiday in Ireland or when banks in Dublin are closed for business.

Contract: the Order between ICON and the Supplier for the supply of Goods and/or performance of Services in accordance with these Conditions becoming binding pursuant to clause 2.2 of these Conditions.

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors, approved, subcontractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Existing Agreement: An existing written agreement between ICON and Supplier which is duly executed for the Products for which such Order has been issued by ICON and that is valid as of the Commencement Date (as defined below), but excluding any other existing Contract.

Goods: the goods (or any part of them) to be delivered as set out in the Order.

ICON Materials: has the meaning set out in clause 3(i).

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: ICON's purchase order for the supply of Goods and/or Services and the attachments thereto, to which these Conditions are attached.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract.

Specification: the description or specification for Products, including any related plans or drawings agreed in writing by ICON and the Supplier and/or pursuant to ICON's written instructions.

Supplier: the person or legal entity from whom ICON purchases the Goods and/or Services by entering into this Contract.

Timelines: the meaning as set forth in clause 4.2 (a).

2. BASIS OF CONTRACT

2.1 The Order issued under these Conditions constitutes an offer by ICON to order Products from the Supplier.

2.2 The Order shall become a binding contract with the Supplier effective as of the date of (i) Supplier's written acknowledgement of the Order; (ii) commencement of performance of Services; (iii)

Supplier's invoicing to ICON; or (iv) ICON's acceptance of delivered Goods (whichever occurs first) (**Commencement Date**).

2.3 Except as set forth in clause 2.4 below, these Conditions apply exclusively to the Contract excluding and/or superseding any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any deviating or additional terms and conditions in Supplier's invoices, proposals even if attached to the Order, web-based terms and conditions of Supplier or any otherwise referred to Supplier terms and conditions are hereby superseded and void.

2.4 Notwithstanding the foregoing clauses 2.1, 2.2 and 2.3:
(a) if this Order is construed as a confirmation of an existing oral agreement between ICON and the Supplier, these Conditions shall be in addition to the terms of such oral agreement and such confirmation; provided however, that in the event of any

inconsistency between this Order and the terms of such existing oral agreement, these Conditions shall govern;

(b) if this Order is issued pursuant to an Existing Agreement, then (i) if the Existing Agreement expressly requires amendments to be in a writing signed by ICON and Supplier then these Conditions do not apply, unless to the extent the Existing Agreement (including, but not limited to, through a statement of work pursuant to an existing master services agreement) expressly implements these Conditions; or (ii) if the Existing Agreement does not require amendments to be in a writing signed by ICON and Supplier, then these Conditions shall be deemed to be added to such Existing Agreement in addition to the terms of such Existing Agreement; provided, however, that in the event of any inconsistency or conflict between these Conditions and the terms of such Existing Agreement, the terms of such Existing Agreement shall govern.

3. SUPPLY OF PRODUCTS

3.1 The Supplier represents and warrants that:

(a) the Products are provided in accordance with the Contract including any applicable Timelines, Specifications and ICON's written instructions and Supplier shall perform its activities under the Contract with the best care, skill and diligence in accordance with best practice.

(b) the Products shall be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by ICON, expressly or by implication, and in this respect ICON relies on the Supplier's skill and judgment;

(c) the Products shall be and will be free from defects in design, materials and workmanship;

(d) it shall co-operate with ICON in all matters relating to the Contract.

(e) it and the Products comply with all applicable statutory and regulatory requirements including relating to the manufacture, labelling, packaging, storage, handling and delivery of the Products;

(f) the Products shall be free from any claims by third parties;

(g) it has and maintains at all times all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

(h) it shall use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;

(i) It shall hold all materials, equipment and tools, drawings, specifications, information and data supplied by/ on behalf of ICON to the Supplier (**ICON Materials**) in safe custody at its own risk, maintain ICON Materials in good condition until returned to ICON, and not dispose or use the ICON Materials other than in accordance with ICON's written instructions or authorisation;

(j) It shall observe all health and safety rules and regulations and any other security requirements that apply at any of Supplier's

(k) and/or ICON's premises and/or ICON Materials and/or Products; it shall not do or omit to do anything which may cause ICON to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that ICON may rely or act on the delivery of proper products.

(l) Receipt dates for the Products and Timelines are firm and TIME IS OF THE ESSENCE WITH RESPECT TO RECEIPT OF GOODS AND PERFORMANCE OF THE SERVICES.

(m) In respect of Goods, the Goods remain fully functional and operational for the longer of twelve months or the manufacturers' Warranty period following delivery and acceptance of said Goods by ICON. Subject to the foregoing, Supplier shall pass to ICON any and all manufacturers' warranties.

3.2 ICON shall have the right to inspect and test the Products and all materials, equipment and facilities utilized by Supplier in providing the Products for ICON at any time during the term of the Contract and five (5) years thereafter or longer if required by applicable law. If following such inspection or testing ICON considers that the Products do not conform or are unlikely to comply with the Contract, ICON shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

- 3.3 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Products and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and ICON shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.4 Supplier will maintain an appropriate quality control system that is acceptable to ICON and will keep records of all quality related issues (including inspection and testing data) during the term of this Contract and for five (5) years, or longer as required under applicable law, after the termination or expiration of the Contract. If requested by ICON, Supplier will provide ICON a certificate of quality analysis or quality reports.
- 4. DELIVERY OF PRODUCTS**
- 4.1 The Supplier shall ensure that:
- (a) No charge shall be allowed for packing, crating, freight, express or other carrier's charges or cartage, unless designated on the Order. Supplier shall ensure that the Products are properly packed, marked, labelled and secured in such manner as to enable them to reach their destination in time and in accordance with the Specifications;
- (b) each delivery of Goods is accompanied by a delivery note which shows the date of the Order, the Order number, the type and quantity of the Goods (including the code number of the Goods (where applicable), special storage instructions (if any). If the Goods are being delivered in instalments (subject to clause 4.3), the outstanding balance of Goods is remaining to be delivered. Any requirement to return any packaging material for the Goods is subject to the fact that unpacking is possible without destroying or damaging the packaging material; any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall provide the Products:
- (a) on the date/s specified in the Order or, if no such date/s is/are specified, within ten Business Days of the Commencement Date of the Order ("**Timelines**"); Supplier will promptly notify ICON in writing if Supplier is unable to comply with any required Timelines. ICON has no obligation to accept Products that are not made on the required Timelines;
- (b) to ICON's premises or such other location as is set out in the Order or as instructed in writing by ICON before delivery;
- (c) during ICON's normal hours of business or as instructed in writing by ICON.
- 4.3 If the Supplier delivers
- (a) *less* than 95 per cent or *more* than 105 per cent of the quantity of Goods ordered, ICON may in its sole discretion reject the Goods (or the exceeding portion delivered). Any rejected Good shall be returnable at the Supplier's sole risk, cost and expense; **or**
- (b) (i) *more* than the quantity of Goods as per Contract, and ICON accepts the delivery, ICON shall issue another Order for the excess delivered.
(ii) *less* than the quantity of Goods as per Contract, and ICON accepts the delivery, Supplier shall perform a pro rata adjustment and issue promptly a corresponding credit note to ICON (subject to ICON's prior approval).
- 4.4 The Supplier shall not deliver the Products in instalments without ICON's prior written consent. Where it is agreed that the Products are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment within Timelines or any defect in Products delivered in an instalment shall entitle ICON to any remedies set out in this Contract or otherwise.
- 4.5 Delivery of the Products shall not be deemed to be complete and the title and risk of loss, damage or destruction shall be upon Supplier until the Products have been actually received and accepted in writing by ICON.
- 4.6 Recalls or other manufacturer notifications should be mailed to the "Ship to" address on the Order.
- 5. ICON REMEDIES**
- 5.1 If the Supplier fails to deliver the Products in accordance with the Contract, ICON shall, without limiting its other rights or remedies, have one or more of the following rights in ICON's sole discretion:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- (c) to replace or require Supplier to replace, at Supplier's cost and expense, the rejected Products, or to provide a full refund of the price of the rejected Products (if paid);
- (d) to recover from the Supplier any costs incurred by ICON in obtaining substitute Products from a third party;
- (e) where ICON has paid in advance for Products that have not been provided by the Supplier in accordance with the Contract, to have such sums refunded by the Supplier and/or set off by ICON against Supplier's invoiced amounts; and
- (f) to claim damages for any additional costs, loss or expenses incurred by ICON which are in any way attributable to the Supplier's failure to meet its obligations under the Contract.
- (g) For any delayed delivery of Products, ICON shall be entitled to setoff one percent of the charges for the delayed Products per delayed week (or portion thereof) against any monies owed to Supplier.
- 5.2 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 5.3 ICON's rights under this Contract are in addition to its rights and remedies implied by statute and common law.
- 6. CHARGES AND PAYMENT**
- 6.1 The price for the Products as set out in the Contract shall be strictly fixed, and shall be the full and exclusive remuneration of the Supplier for the Products. Unless otherwise agreed in writing by ICON, the price shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance/delivery of the Products.
- 6.2 The Supplier shall invoice ICON on ICON's receipt and ICON's written acceptance of the Products unless otherwise expressly stated in the Order. In order for payments to be due and payable hereunder, Supplier's invoice must clearly state the ICON purchase order number on its face and include any other supporting information required by ICON to verify the accuracy of the invoice. Where VAT is charged each invoice must include all relevant information required to constitute a valid invoice for VAT purposes. ICON will not be obliged to make payment in advance of receiving a valid VAT invoice.
- 6.3 In consideration of the supply of Products by the Supplier, ICON shall pay within 60 days from receipt of properly invoiced amounts.
- 6.4 ICON shall have no obligation to pay any invoice issued more than 60 days after receipt and acceptance of the Products stated in the Order.
- 6.5 All amounts payable by ICON under the Contract are exclusive of amounts in respect of Valued Added Tax, Goods and Services tax or equivalent taxes (excluding US Sales tax) chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to ICON, ICON shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Products at the same time as payment is due for the supply of the Products. ICON shall not be responsible for any other Supplier taxes of any kind.
- 6.6 Taxes (and any penalties thereon) imposed on any payment made by ICON to Supplier shall be the responsibility of Supplier, provided however any taxes based on the net income of ICON shall be the responsibility of ICON. Supplier shall be solely and unconditionally responsible for paying any and all taxes and assessments, including all income, social security, withholding and employment taxes, relating to any income or other consideration that Supplier or any of Supplier's employees or representatives derive from this Contract and for providing all other employee compensation, contributions and benefits with respect to its employees and representatives. All payments to be made to Supplier shall be made in full without deduction or withholding of or with respect to any tax, unless ICON is required by law to make such deduction or withholding ("**Withholding Taxes**"). If and to the extent ICON apply Withholding Taxes to payments to the Supplier and correctly remit the amount of any such Withholding Taxes to the relevant tax authority, ICON will be regarded for the purposes of determining the amount owed by ICON to Supplier as having discharged its liability to the Supplier in an amount equal to the amount of any such Withholding Taxes correctly deducted and remitted. Where required to do so under applicable legislation ICON shall provide Supplier with certification of the amount of such Withholding Taxes remitted in a form acceptable under relevant legislation.
- 6.7 Supplier agrees that it shall not apply for tax relief for spending in any country or region (unless Supplier is the sole Party eligible for such tax relief) and that ICON shall be the sole beneficiary of any tax credits for expenditure for which it is eligible.
- 6.8 Supplier and ICON shall reasonably cooperate where required to mitigate any unexpected tax consequences of this Contract and to enable both parties comply with their respective tax obligations.
- 6.9 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services,

- 6.10** Supplier shall allow ICON to inspect and/or request copies of any records pertaining to the Products at all reasonable times on request.
- 6.11** ICON may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to ICON against any liability of ICON to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.
- 7. INTELLECTUAL PROPERTY RIGHTS**
- 7.1** In respect of the Goods and any materials that are transferred to ICON as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to ICON, it will have full and unrestricted rights to sell and transfer all such items to ICON.
- 7.2** In respect of Services, all materials, any inventions (whether or not patentable), works of authorship, trade secrets, ideas, concepts, trade names and trade or service marks (collectively, "Inventions") created or prepared for ICON, shall belong exclusively to ICON. All works of authorship, including, without limitation, software, computer programs, and databases (including object code, micro code, source code and data structures), and all enhancements, modifications and updates thereof and all other written work products or materials, that are created for or in the course of performing this Contract (separately or as part of any Goods and components) are "works made for hire" as that term is used in applicable laws and the sole property of ICON. The Supplier assigns (and ensure that any Supplier personnel assign) to ICON, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products, including, but not limited to, for the avoidance of doubt the Deliverables, of the Services. ICON shall have the right, at ICON's option and expense, to seek protection for Inventions by obtaining patents, copyright registrations, trademark registrations or other recordings, registrations and filings related to proprietary or intellectual property rights.
- 7.3** The Supplier shall obtain waivers of all moral rights in the products, including, but not limited to, for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Copyright & Related Rights Act, 2000 (as amended) or any similar provisions of law in any jurisdiction.
- 7.4** The Supplier shall, promptly at ICON's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as ICON may from time to time require for the purpose of securing for ICON and/or its clients the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to ICON in accordance with clause 7.2.
- 7.5** All ICON Materials are the exclusive property of ICON and/or ICON's clients.
- 7.6** Supplier represents and warrants that the Products provided to ICON under this Contract shall not infringe or contribute to the infringement of any intellectual property rights, patents, trademarks, or copyrights anywhere in the world or constitute misuse or misappropriation of a trade secret of any third party.
- 7.7** If any Products, or part thereof is held to constitute an infringement of any third party rights, Supplier will, at its expense, at ICON's sole discretion and approval obtain for ICON a license to use the item or service, or replace or modify the same, in a manner satisfactory to ICON, so as to avoid such infringement. Supplier shall not assert any of its patents or other intellectual property rights against ICON or ICON's affiliates or customers worldwide in connection with any use of Products provided to ICON in the production, use, preparation, sale, or delivery of, or other action with respect to, the Products of ICON or ICON's affiliates or customers.
- 8. INDEMNITY**
- 8.1** The Supplier shall be liable for and/or will fully defend, indemnify, hold harmless and reimburse ICON its affiliates, respective officers, directors, shareholders, employees, agents, customers and assigns against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) arising out of, related to, or resulting from:
- (a) actual or alleged infringement of third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, except to the extent that such actual or alleged infringement of third party's intellectual property rights arise from the negligence or wilful misconduct of ICON;
- (b) death, personal injury or damage to property arising out of, or in connection with, defects in, improper handling instructions for or improper packaging or labelling of Goods, except to the extent arising from the negligence or wilful misconduct of ICON;
- (c) supply of the Products under the Contract, except to the extent arising out of ICON's negligence or wilful misconduct.
- (d) Supplier's violation of applicable laws, regulations, statute or ordinance;
- (e) negligence or wilful misconduct of the Supplier; or
- (f) any defects in any Products.
- 8.2** **In no event shall ICON be liable to Supplier for loss of profits, business revenue, goodwill or anticipated savings, or indirect or consequential loss or damage.**
- 8.3** This clause 8 shall survive termination of the Contract.
- 9. INSURANCE**
- During the term of the Contract and for a period of 6 years (or longer as required by applicable laws) thereafter, the Supplier shall maintain in force, with a reputable insurance company, appropriate insurance including but not limited to professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on ICON's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 10. CONFIDENTIAL INFORMATION AND TECHNICAL**
- 10.1** **Confidential Information.** Supplier acknowledges and agrees that it may have access to, or become acquainted with, ICON's confidential information in order to provide the Products. For purposes of this Contract, "Confidential Information" shall mean all confidential, proprietary information, property, or material of ICON and any derivatives, portions, or copies thereof, including, without limitation, information resulting from or in any way related to (a) the Products; (b) ICON's business practices, plans or relationships; and (c) any other information or material of a confidential nature that ICON provides (directly or indirectly). Supplier shall keep all Confidential Information in strict confidence and shall not, at any time during or after the expiration or earlier termination of this Contract, without ICON's prior written consent, disclose, publish, disseminate or otherwise make available, directly or indirectly, any item of Confidential Information to any third party (except as permitted as follows). Supplier shall use the Confidential Information only in connection with the Products provided hereunder and for no other purpose. Notwithstanding the obligations set forth, Supplier may disclose Confidential Information to any of its employees or subcontractors who need to receive the Confidential Information in order to provide the Products, provided that Supplier shall ensure that, prior to disclosing the Confidential Information, each employee or subcontractor to whom the Confidential Information is to be disclosed is made aware of the obligations contained herein and agrees in writing to undertake, in a manner legally enforceable by ICON, to adhere to such terms of this Contract as if they were a party to it.
- 10.2** **Disclosure of Information; Waiver of Claims.** Supplier acknowledges and agrees that any unpatented technical information that Supplier has disclosed to ICON or may hereafter disclose to ICON in connection with the Products covered by this Contract, shall, unless otherwise specifically agreed in writing signed by ICON and the Supplier, be deemed to have been disclosed as part of consideration for this Contract and Supplier agrees not to assert any claim against ICON as the result of ICON's use thereof.
- 11. TERMINATION**
- 11.1** Without limiting its other rights or remedies, ICON may terminate the Contract:
- (a) in respect of the supply of Services, by giving the Supplier 10 days written prior notice; and
- (b) in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract.
- 11.2** Without limiting its other rights or remedies, a party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) a party commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of receipt of notice in writing to do so;
- (b) a party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

- (c) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either party's debts;
 - (d) upon either party making an assignment for the benefit of creditors;
 - (e) a party suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business; or
 - (f) a party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 11.3 ICON shall, unless ICON terminates pursuant to clause 11.2 (a) or (b), in the event of termination under this clause 11 pay the Supplier fair and reasonable compensation for any Products completed/delivered at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 11.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 11.5 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

12. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason, the Supplier shall immediately deliver to ICON all Deliverables whether or not then complete, and return all ICON Materials. If the Supplier fails to do so, then ICON may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

13. DATA PROTECTION

Supplier will comply with all applicable national and international laws, regulations and guidelines relating to protection of the personal information, including, to the extent applicable, the European Commission Directive 95/46 (the "Directive") as it relates to the protection of the personal information of European Union subjects. In the event that Supplier its agents, subcontractors or employees are permitted access to personal data held by ICON for any reason or are supplied with or otherwise provided personal data by for any purpose, Supplier, its agents, subcontractors or employees shall: (i) use and/or hold such personal data only for the purposes and in the manner directed by ICON and shall not otherwise disclose, modify, amend or alter the contents of such personal data unless specifically authorized in writing by ICON and shall take all such steps as may be necessary to safeguard such personal data from loss or disclosure; (ii) comply in all respects with the Directive, if applicable, as well as local applicable law and shall not do or permit anything to be done which might jeopardize or contravene the terms of the other party's notification under the Directive or local applicable law; (iii) notify ICON immediately if Supplier becomes aware of any violation of this clause, (iv) immediately cease to use and return to ICON or at ICON's option, destroy any personal data of ICON, and (v) indemnify ICON against all liability, damages, costs, claims and expense which it may incur by reason of any default under this clause or any breach of the Directive (if applicable) or local applicable law caused, directly or indirectly, by Supplier, its employees, agents or subcontractors. In the event Supplier discloses any personal data to ICON hereunder, Supplier hereby represents and warrants that it has the right to disclose such data to ICON and ICON shall have the right to use such data in connection with its use of the Goods and/ or Services as reasonably required.

14. FORCE MAJEURE

14.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from fire, explosion, breakdown of plant, damage to plant material by pests or otherwise, strike, lock-out, labor disputes, casualty or accident, lack or failure of transportation facilities, flood, lack or failure of sources of supply or of labor, raw materials or energy, civil commotion, embargo, any law, regulation, decision, demand or requirement of any national or local government or authority (**Force Majeure Event**). If ICON or Supplier is affected by Force Majeure, it will (i) promptly provide notice to the other party, explaining the full particulars and the expected duration of the Force Majeure and (ii) use its best efforts to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of Force Majeure, deliveries or acceptance of deliveries of Goods or Services which have been suspended will not be required to be made up on the resumption of performance and, to the extent not otherwise permitted under

the Contract, ICON will have the right to purchase Products from other sources during the period of Force Majeure. If a Force Majeure Event exceeds a period of one (1) month, ICON may terminate the Contract immediately by giving written notice to the Supplier without any liability on its part. If a Force Majeure compels Supplier to allocate deliveries of Products, subject to ICON's written request, Supplier will make such allocation in a manner that ensures ICON at least the same proportion of the Supplier's total output as was purchased by ICON prior to the Force Majeure. Supplier will use best efforts to source Products, at Supplier's expense and subject to ICON's prior written approval, from its own or its affiliates' global operations or the market in order to meet ICON's required timeline.

15. COMPLIANCE WITH LAW

15.1 Supplier, and any Products supplied by Supplier, shall comply with all applicable law, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of origin and destination or that relate to the manufacture, labelling, transportation, importation, exportation, licensing, approval or certification of the Products, including, but not limited to, those relating to environmental matters, public health, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Without limiting the foregoing, Supplier covenants that neither Supplier nor any of its subcontractors shall use child, slave, prisoner or any other form of forced or involuntary labor in the supply of Products under this Contract. Upon ICON's request, Supplier shall certify in writing its compliance with the foregoing and shall provide all permits, certificates and licenses that may be required for its performance under this Contract. Supplier acknowledges that ICON will rely upon the representations and warranties and, if applicable, certifications provided herein. In the event of Supplier's noncompliance with this clause 15, in addition to any other applicable rights or remedies, ICON reserves the right to cancel and terminate this Contract in whole or in part.

15.2 Supplier recognizes ICON's commitment to work only with suppliers who embrace standards of ethical behavior consistent with ICON's Global Supplier Code of Conduct Standard which can be found at <http://investor.iconplc.com/governance.cfm>; (as amended from time to time) and in particular those principles in Section 2 headed "Anti-Bribery and Anti-Corruption" ("Supplier Expectations"). Supplier represents, warrants and undertakes that it: (i) will perform and operate its business in compliance with all applicable laws; (ii) has received and read ICON's Global Supplier Code of Conduct Standard; (iii) shall perform this Contract and operate its business to ethical standards consistent with those set out in the Supplier Expectations; (iv) will not take any action that will cause ICON to be in breach of any laws for the prevention of fraud, bribery and corruption, racketeering, money laundering or terrorism, including the US Foreign Corrupt Practices Act and the UK Bribery Act; (v) shall not offer, pay, request or accept any bribe, inducement, kickback or facilitation payment, and shall not make or cause another to make any offer or payment to any individual or entity for the purpose of influencing a decision for the benefit of ICON; and (vi) shall use reasonable efforts to cause its affiliated companies, suppliers and subcontractors performing Services with ICON or ICON group of companies to operate their business in compliance with all applicable laws and in a manner consistent with the Supplier Expectations as amended from time to time.

15.3 The Supplier represents, warrants and covenants that neither Supplier, nor any of Supplier's employees, agents, contractors and principals performing any services in connection with the Contract is debarred or, proposed for debarment by the U. S. Food and Drug Administration ("FDA") or any agency of the U.S. Federal Government or any foreign and applicable equivalent of the FDA ("Applicable Governmental Authority"). Further, Supplier shall provide immediate written notice to ICON in the event that during the performance of this Contract Supplier or any of Supplier's employees or principals is debarred, suspended, or proposed for debarment, or is subject to investigation which could lead to debarment, by the FDA or an Applicable Governmental Authority.

15.4 ICON is an equal employment opportunity employer and a U.S. federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with the US Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Vocational Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference. Supplier also agrees to comply with the provisions of the US Executive Order 13496 (29 CFR Part 471), relating to the notice of employee rights under federal labor laws.

16. GENERAL

16.1 Assignment and other dealings.

- (a) ICON may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of ICON.

16.2 Notices. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post, international commercial courier, or fax (transmission receipt confirmed).

16.3 Access and Audit. In order to assess Supplier's work quality and compliance with the Contract, Supplier will permit ICON or a designated third party reasonable access to (i) all locations where work is performed in connection with the Goods and Services provided for in the Contract, and (ii) Supplier's books and records to verify performance and processes in relation to the maintenance of appropriate ethical standards and appropriate product security and anti-counterfeiting measures in accordance with the requirements of this Contract.

16.4 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.5 Waiver. A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.6 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

16.7 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms. The Supplier and ICON agree that ICON's affiliates shall have the rights of a third party beneficiary of the provisions hereof relating to the rights of ICON and may enforce such provisions as if it were party hereto.

16.8 Governing law. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of Ireland and the parties hereby submit to the exclusive jurisdiction of the Irish courts excluding its conflict of laws provisions and the United Nations Convention on Contracts for the International Sales of Goods (CISG).

16.9 Entire Agreement. This Contract, together with any Specifications, attachments, exhibits, supplements or other terms of ICON specifically referenced in the Order constitutes the entire agreement between Supplier and ICON concerning the subject matter hereof and supersedes all prior oral or written representations, understandings and agreements with respect thereto, except as otherwise set forth in clause 2.4 hereof.