
Suppliers Terms and Conditions

Purchase Order Terms and Conditions

The following terms and conditions (collectively, the “Terms and Conditions”) shall apply to the purchase of Goods and/or Services (as defined in the Terms and Conditions) by INC Research, LLC and any of its subsidiaries or legal affiliates, each a Syneos Health™ group company (“Syneos Health”) from the seller of such Goods and/or Services (the “Vendor”). If Syneos Health is purchasing both Goods and Services from the Vendor, each set of Terms and Conditions shall apply to the respective deliverables.

The Terms and Conditions **shall not apply if** Syneos Health and Vendor have or enter into a written agreement for the purchase of Goods and/or Services. If Syneos Health and Vendor have or enter into written agreement, the provisions of that agreement will control and the Terms and Conditions set forth below shall not apply.

Subject to the foregoing:

Terms and Conditions Applicable to the Purchase of Services

The following terms and conditions (collectively, the “Terms and Conditions”) shall apply to the purchase of Services (as defined below) by INC Research, LLC and any of its subsidiaries or legal affiliates, each a Syneos Health group company (“Syneos Health”) from the seller of such Services (the “Vendor”) unless Syneos Health and Vendor have or enter into a written agreement for the purchase of Services. If Syneos Health and Vendor have or enter into a written agreement, the provisions of that agreement will control and the Terms and Conditions set forth below shall not apply.

- 1. General.** These Terms and Conditions (including any documents that are attached or incorporated by reference) contain the entire agreement of the parties and shall govern the purchase of Services (as defined below) set forth on the Purchase Order issued by Syneos Health to Vendor. These Terms and Conditions supersede any prior written or oral agreements. No course of dealing or usage of trade shall vary these Terms and Conditions. Any of Syneos Health’s subsidiaries or legal affiliates may use these Terms and Conditions to acquire Services. These Terms and Conditions expressly limit Vendor’s acceptance to the terms set forth herein. Vendor may provide an Order Acknowledgment to confirm its acceptance of or a Notice of Rejection to decline these Terms and Conditions as presented. In this regard, time is of the essence.
- 2. Description of Services.** Vendor shall provide the services described in the Purchase Order issued by Syneos Health (the “Services”). To the extent the Services result in any documents, work product or other materials delivered to Syneos Health under these Terms and Conditions or prepared by or on behalf of the Vendor in the course of performing Services (collectively, the “Deliverables”), Vendor shall timely perform and provide all Services and Deliverables as described in these Terms and Conditions and any written instructions of Syneos Health.
- 3. Relationship.** The relationship between the parties is that of independent contractors. Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or relationship between the parties, and neither shall have the authority to bind the other in any manner whatsoever.
- 4. Term/Termination.** These Terms and Conditions shall be effective upon the date of the Purchase Order (the “Effective Date”) and continue until the Services are completed, unless terminated as

provided below. In the event these Terms and Conditions are terminated, Syneos Health's sole obligation to Vendor shall be to pay to Vendor any fees for Services completed and then properly due and owing to Vendor. These Terms and Conditions may be terminated under the following conditions:

- a) Syneos Health may terminate these Terms and Conditions immediately upon written notice to Vendor if the related clinical trial has been terminated or suspended by the applicable sponsor; or
- b) Syneos Health may terminate these Terms and Conditions without cause at any time during the term of these Terms and Conditions by giving thirty (30) days' prior written notice to Vendor.

5. **Vendor's Obligations.** Vendor shall:

- a) Maintain all necessary licenses and consents and comply with all relevant laws applicable to the Services.
- b) Maintain complete and accurate records relating to the provision of the Services. During the term of these Terms and Conditions and for a period of one (1) year thereafter, upon Syneos Health's written request, Vendor shall allow Syneos Health to inspect such records and audit Vendor in connection with the provision of the Services.
- c) Obtain Syneos Health's written consent prior to subcontracting any portion of the Services. In the event Syneos Health approves participation of a subcontractor (a "Permitted Subcontractor"), Vendor shall enter into an agreement with the Permitted Subcontractor that contains Terms and Conditions substantially similar to those set forth herein. Vendor shall remain fully responsible for the performance of Services by a subcontractor as if it had performed the Services itself.

6. **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all Deliverables shall be owned exclusively by Syneos Health or its designee. Vendor hereby irrevocably assigns and shall cause Vendor's personnel or Permitted Subcontractors to irrevocably assign to Syneos Health or its designee, in each case all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.

7. **Representations and Warranties.** Vendor represents and warrants to Syneos Health that:

- a) It shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under these Terms and Conditions.
- b) It shall perform the Services in compliance with all applicable laws.
- c) Syneos Health will receive good title to all Deliverables to the extent the Services entail creation of Deliverables.
- d) None of the Services, Deliverables and Syneos Health's use thereof infringe or will infringe any Intellectual Property Rights of any third party.
- e) The Services and Deliverables will be in conformity in all respects with all requirements or specifications stated by Syneos Health.

8. **Invoices.** Vendor shall invoice Syneos Health on a monthly basis for the Services performed. The total amount paid to Vendor shall not exceed the amount specified in the Purchase Order without the prior written approval of Syneos Health.

9. **Payment.** Payment of undisputed Vendor invoices will be due sixty (60) days from receipt of invoice by Syneos Health. Syneos Health reserves the right to decline payment for any invoice received by

Syneos Health more than sixty (60) days after the invoiced Services were performed or Deliverables were delivered. Payments shall be invoiced and made in the currency set forth in the Purchase Order.

10. **Taxes.** Syneos Health shall pay applicable taxes and like governmental charges (VAT) associated with the Services, provided such taxes are set forth in the Purchase Order and/or invoice.
11. **Insurance.** Vendor represents and warrants that it has adequate insurance coverage to perform the Services.
12. **Confidentiality.** All documents and information furnished or provided access to Vendor by Syneos Health, or prepared by Vendor in connection with the Services (including all Deliverables) to be provided hereunder ("Information") shall remain the property of Syneos Health or its designee, as appropriate, and the original and all copies thereof shall be promptly returned to Syneos Health or its designees without request in good order upon termination or expiration of these Terms and Conditions, or at any other time upon the request of Syneos Health. Vendor shall not copy or use the Information except for the sole purpose of providing the Services hereunder, and all such Information shall be treated as strictly confidential during the term of these Terms and Conditions and after its expiration or termination. Vendor shall take all steps that are necessary to prevent disclosure of such Information to others. This obligation of confidentiality shall not apply to Information which the receiving party can (i) demonstrate by written records was known to the receiving party prior to the date of disclosure hereunder; or, (ii) which is now, or becomes in the future, public knowledge other than by a breach of these Terms and Conditions by the receiving party; and, (iii) which is lawfully obtained by the receiving party from a source independent of the disclosing party; or (iv) which is disclosed by the disclosing party to any third party on a non-confidential basis. Vendor will require each person it retains to perform the Services for Syneos Health under these Terms and Conditions to comply in writing with Vendor's confidentiality obligations.
13. **Release of Information.** Vendor shall not disclose publicly or advertise the existence of these Terms and Conditions or Vendor's association with Syneos Health or use the name Syneos Health without the prior written authorization of Syneos Health. Vendor shall also hold in confidence the nature of the Services to be provided. Neither Syneos Health nor Vendor shall have authority to make any statement, representation, or commitment of any kind or take any action binding upon the other without the other's written authorization.
14. **Compliance with Laws and Regulations.** Vendor shall comply with all written instructions of Syneos Health, all relevant professional standards, and all applicable laws, rules and regulations. To the extent applicable, Vendor shall comply with any applicable validated methodology, generally accepted professional standards of care, including without limitation the International Conference on Harmonization ("ICH"), the Guidelines for Good Clinical Practices ("GCP"), the Medicines and Healthcare Products Regulatory Agency ("MHRA"), and in accordance with standard human clinical trial practices. Vendor will also comply to the extent applicable with the United States Federal anti-kickback statute (42 U.S.C. § 1320a-7b), and the related safe harbor regulations. Should any such government regulatory requirements be changed, each party will make best efforts to satisfy the new requirements. Vendor represents that it will conduct its business in compliance with all applicable anti-bribery and anti-corruption laws and will have necessary and appropriate procedures in place to reasonably prevent bribery and corrupt conduct by Vendor and any third parties used by Vendor. Notwithstanding anything to the contrary and without limiting any other remedies at law or equity, Syneos Health may, at Syneos Health's sole discretion, immediately terminate or suspend the Purchase Order and these Terms and Conditions for any reasonably suspected or actual violation of any applicable anti-bribery and anti-corruption laws.

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15. **Indemnification by Vendor.** Vendor shall indemnify, defend, and hold Syneos Health, its affiliates and its and their respective directors, officers, contractors, agents and employees harmless from and against any and all losses, costs, claims, actions, suits, and liabilities, including, reasonable attorney's fees ("Losses") to the extent that such Losses arise out of or relate to: (1) the Services or Deliverables; (2) the negligence or reckless or willful act or omission of Vendor, its affiliates, agents, contractors, servants, and/or its employees; (3) any material breach of these Terms and Conditions by Vendor, its affiliates, agents, contractors, servants, and/or its employees; or (4) any claim that any of the Services or Deliverables infringes or misappropriates any Intellectual property Right of a third party. Vendor's obligation of indemnification shall not extend to Losses that arise from: (a) the negligence or reckless or willful act or omission of Syneos Health, its affiliates, agents, servants, and/or its employees; or (b) any material breach of these Terms and Conditions by Syneos Health, its affiliates, agents, servants, and employees.
 16. **Limitation of Liability.** Neither party shall be responsible for indirect, incidental, consequential, or special damages (including loss of profits, use, data or other economic advantage), even if notified in advance. Syneos Health's total liability shall be limited to the value of the PURCHASE ORDER.
 17. **Survival and Severability.** Any terms set forth herein which by their nature extend beyond the expiration or termination of these Terms and Conditions shall remain in effect until fulfilled and shall bind the parties and their legal representatives, successors and assigns. If any of these Terms and Conditions is declared unlawful or unenforceable by a court of competent jurisdiction, the remainder of these Terms and Conditions shall remain in full force and effect.
 18. **Force Majeure.** Neither party will be responsible to perform under these Terms and Conditions for acts of God, natural disasters, or other similar causes beyond its reasonable control. Syneos Health may, however, terminate these Terms and Conditions if Vendor's inability to perform extends for more than fifteen (15) days.
 19. **Governing Law.** These Terms and Conditions shall be governed by the laws of North Carolina.
 20. **Notices.** All formal or legal notices required or permitted under these Terms and Conditions shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail or courier service with tracking capabilities, postage prepaid, addressed as follows: Syneos Health, Attention: Legal Department, 3201 Beechleaf Court, Suite 600, Raleigh, North Carolina 27604.
 21. **Assignment/Waiver.** Vendor may not assign its rights or delegate its obligations under these Terms and Conditions without the prior written consent of Syneos Health. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any subsequent breach or default of any provision of these Terms and Conditions.

Updated January 2018

Terms and Conditions Applicable to the Purchase of Goods

The following terms and conditions (collectively, the "Terms and Conditions") shall apply to the purchase of Goods (as defined below) by INC Research, LLC and any of its subsidiaries or legal affiliates, each a Syneos Health group company ("Syneos Health") from the seller of such Goods (the "Vendor") unless Syneos Health and Vendor have or enter into a written agreement for the purchase of Goods. If Syneos

Health and Vendor have or enter into a written agreement, the provisions of that agreement will control and the Terms and Conditions set forth below shall not apply.

1. **General.** These Terms and Conditions (including any documents that are attached or incorporated by reference) contain the entire agreement of the parties and shall govern the purchase of Goods (as defined below) set forth on the Purchase Order issued by Syneos Health to Vendor. These Terms and Conditions supersede any prior written or oral agreements. No course of dealing or usage of trade shall vary these Terms and Conditions. Any of Syneos Health's subsidiaries or legal affiliates may use these Terms and Conditions to acquire Goods. These Terms and Conditions expressly limit Vendor's acceptance to the terms set forth herein. Vendor may provide an Order Acknowledgment to confirm its acceptance or a Notice of Rejection to decline these Terms and Conditions as presented. In this regard, time is of the essence.
2. **Description of Goods.** Vendor shall provide the Goods described in the Purchase Order. "Goods" means equipment, supplies, devices, products and other such materials that may be acquired by purchase, rental, lease, or loan from time to time.
3. **Relationship.** The relationship between the parties is that of independent contractors. Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or relationship between the parties, and neither shall have the authority to bind the other in any manner whatsoever.
4. **Term/Termination.** These Terms and Conditions shall be effective upon the date of the Purchase Order (the "Effective Date") and continue until the Goods are accepted in accordance with Section 6, unless terminated as provided below. In the event these Terms and Conditions are terminated, Syneos Health's sole obligation to Vendor shall be to pay to Vendor any fees for Goods accepted in accordance with Section 6 and then properly due and owing to Vendor. These Terms and Conditions may be terminated under the following conditions:
 - a) Syneos Health may terminate these Terms and Conditions immediately upon written notice to Vendor if the related clinical trial has been terminated or suspended by the applicable sponsor; or
 - b) Syneos Health may terminate these Terms and Conditions without cause at any time during the term of these Terms and Conditions by giving thirty (30) days' prior written notice to Vendor.
5. **Delivery of Goods.** Delivery of Goods shall be FOB to Syneos Health's designated location. Unless otherwise agreed upon, all shipping costs shall be invoiced by Vendor. Vendor shall be responsible for all import, export, and customs requirements applicable to the Goods and shall pay all fees and costs related to delivery to Syneos Health's designated location. Vendor shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "Delivery Date"). Timely delivery of the Goods is of the essence. If Vendor fails to deliver the Goods in full on the Delivery Date, Syneos Health may terminate the Purchase Order immediately by providing written notice to Vendor and Vendor shall indemnify Syneos Health against any Losses (as defined in Section 15) directly attributable to Vendor's failure to deliver the Goods on the Delivery Date. Title passes to Syneos Health upon delivery of the Goods to the location designated by Syneos Health. Vendor bears all risk of loss or damage to the Goods until delivery of the Goods to the location designated by Syneos Health.
6. **Acceptance of Goods.** Syneos Health shall be allowed ten (10) days after delivery of the Goods to, as applicable, review, inspect and test the Goods (the "Acceptance Period"). In the event Syneos Health does not notify Vendor of its acceptance or rejection of the Goods within the Acceptance Period, such Goods shall be deemed accepted by Syneos Health. In the event the Goods do not

comply with the specifications in all respects or are otherwise non-conforming in Syneos Health's sole discretion, Syneos Health may reject the Goods by written notice of rejection to the Vendor. Such notice will specify the non-conformity. Vendor shall use its best efforts to correct the non-conformity and provide Syneos Health with conforming Goods within five (5) days of receipt of such notice at Vendor's expense. Syneos Health will have the right to accept or reject the corrected Goods in accordance with this section. If Vendor does not correct the non-conformity, Syneos Health may elect to terminate these Terms and Conditions in which event Syneos Health shall be entitled to a refund of any and all fees paid to Vendor as set forth in the Purchase Order.

7. **Warranty, Goods.** Vendor warrants to Syneos Health that for a period of one (1) year from the date of delivery, all Goods will (a) be free from any defects in design, material and workmanship; (b) conform to applicable specifications, designs, samples and other requirements specified by Syneos Health; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights.
8. **Invoices.** Vendor shall invoice Syneos Health after the Goods are accepted in accordance with Section 6. The total amount paid to Vendor shall not exceed the amount specified in the Purchase Order without the prior written approval of Syneos Health.
9. **Payment.** Payment of undisputed Vendor invoices will be due sixty (60) days from receipt of invoice by Syneos Health. Syneos Health reserves the right to decline payment for any invoice received by Syneos Health more than sixty (60) days after the invoiced Goods were accepted. All payments shall be invoiced and made in the currency set forth in the Purchase Order.
10. **Taxes.** Syneos Health shall pay applicable taxes and like governmental charges (VAT) associated with the acquisition of Goods, provided such taxes are set forth in the Purchase Order and/or invoice.
11. **Insurance.** Vendor represents and warrants that it has adequate insurance coverage to provide and deliver the Goods.
12. **Confidentiality.** All documents and information furnished or provided access to Vendor by Syneos Health, or prepared by Vendor in connection with the Goods to be provided hereunder ("Information") shall remain the property of Syneos Health or its designee, as appropriate, and the original and all copies thereof shall be promptly returned to Syneos Health or its designees without request in good order upon termination or expiration of these Terms and Conditions, or at any other time upon the request of Syneos Health. Vendor shall not copy or use the Information except for the sole purpose of providing the Goods hereunder, and all such Information shall be treated as strictly confidential during the term of these Terms and Conditions and after its expiration or termination. Vendor shall take all steps that are necessary to prevent disclosure of such Information to others. This obligation of confidentiality shall not apply to Information which the receiving party can (i) demonstrate by written records was known to the receiving party prior to the date of disclosure hereunder; or, (ii) which is now, or becomes in the future, public knowledge other than by a breach of these Terms and Conditions by the receiving party; and, (iii) which is lawfully obtained by the receiving party from a source independent of the disclosing party; or (iv) which is disclosed by the disclosing party to any third party on a non-confidential basis. Vendor will require each person it retains to supply Goods for Syneos Health under these Terms and Conditions to comply in writing with Vendor's confidentiality obligations.

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13. **Release of Information.** Vendor shall not disclose publicly or advertise the existence of these Terms and Conditions or Vendor's association with Syneos Health or use the name Syneos Health without the prior written authorization of Syneos Health. Vendor shall also hold in confidence the nature of the Goods to be provided. Neither Syneos Health nor Vendor shall have authority to make any statement, representation, or commitment of any kind or take any action binding upon the other without the other's written authorization.
14. **Compliance with Laws and Regulations.** Vendor shall comply with all written instructions of Syneos Health, all relevant professional standards, and all applicable laws, rules and regulations. To the extent applicable, Vendor shall comply with any applicable validated methodology, generally accepted professional standards of care, including without limitation the International Conference on Harmonization ("ICH"), the Guidelines for Good Clinical Practices ("GCP"), the Medicines and Healthcare Products Regulatory Agency ("MHRA"), and in accordance with standard human clinical trial practices. Vendor will also comply to the extent applicable with the United States Federal anti-kickback statute (42 U.S.C. § 1320a-7b), and the related safe harbor regulations. Should any such government regulatory requirements be changed, each party will make best efforts to satisfy the new requirements. Vendor represents that it will conduct its business in compliance with all applicable anti-bribery and anti-corruption laws and will have necessary and appropriate procedures in place to reasonably prevent bribery and corrupt conduct by Vendor and any third parties used by Vendor. Notwithstanding anything to the contrary and without limiting any other remedies at law or equity, Syneos Health may, at Syneos Health's sole discretion, immediately terminate or suspend the Purchase Order and these Terms and Conditions for any reasonably suspected or actual violation of any applicable anti-bribery and anti-corruption laws.
15. **Indemnification by Vendor.** Vendor shall indemnify, defend, and hold Syneos Health, its affiliates and its and their respective directors, officers, contractors, agents and employees harmless from and against any and all losses, costs, claims, actions, suits, and liabilities, including, reasonable attorney's fees ("Losses") to the extent that such Losses arise out of or relate to: (1) the Goods; (2) the negligence or reckless or willful act or omission of Vendor, its affiliates, agents, contractors, servants, and/or its employees or; (3) any material breach of these Terms and Conditions by Vendor, its affiliates, agents, contractors, servants, and/or its employees. Vendor's obligation of indemnification shall not extend to Losses that arise from: (a) the negligence or reckless or willful act or omission of Syneos Health, its affiliates, agents, servants, and/or its employees; or (b) any material breach of these Terms and Conditions by Syneos Health, its affiliates, agents, servants, and employees.
16. **Limitation of Liability.** Neither party shall be responsible for indirect, incidental, consequential, or special damages (including loss of profits, use, data or other economic advantage), even if notified in advance. As purchaser of Goods, Syneos Health's total liability shall be limited to the value of the Purchase Order.
17. **Survival and Severability.** Any terms set forth herein which by their nature extend beyond the expiration or termination of these Terms and Conditions shall remain in effect until fulfilled and shall bind the parties and their legal representatives, successors and assigns. If any provision of these Terms and Conditions is declared unlawful or unenforceable by a court of competent jurisdiction, the remainder of these Terms and Conditions shall remain in full force and effect.
18. **Force Majeure.** Neither party will be responsible to perform under these Terms and Conditions for acts of God, natural disasters, or other similar causes beyond its reasonable control. Syneos Health may, however, terminate these Terms and Conditions if Vendor's inability to perform extends for more than fifteen (15) days.

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19. **Governing Law.** These Terms and Conditions shall be governed by the laws of North Carolina.
20. **Notices.** All formal or legal notices required or permitted under these Terms and Conditions shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail or courier service with tracking capabilities, postage prepaid, addressed as follows: Syneos Health, Attention: Legal Department, 3201 Beechleaf Court, Suite 600, Raleigh, North Carolina 27604.
21. **Assignment/Waiver.** Vendor may not assign its rights or delegate its obligations under these Terms and Conditions without the prior written consent of Syneos Health. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any subsequent breach or default of any provision of these Terms and Conditions.

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