

CSL Seqirus

SEQIRUS CANADA INC.
Terms and Conditions for Purchases of
Seasonal Influenza Vaccine Products
Effective July 1st, 2023

- 1. Purchase, Sale and - Use of Product.** These terms and conditions (hereinafter “Terms”) govern the purchase for the 2023-2024 Influenza Season of the seasonal influenza vaccines from Seqirus Canada Inc. (“Seqirus”). Customers eligible to purchase Products are at the sole discretion of Seqirus. Orders submitted by customers that are party to (or who may participate under) any such other written agreement with Seqirus relating to the sale or purchase of a Product, are subject to the Terms, including, without limitation, pricing, payment and delivery terms, set forth in such written agreement. No customer may resell a Product or market, promote, administer or use a Product for the benefit of persons or entities located outside of Canada (or its territories), or where it ought reasonably to be aware that the ultimate destination for a Product is outside Canada (or its territories).

Seqirus products are sold only to Seqirus authorized wholesalers, pharmacies, self-distributing chains, distributors, hospitals and licensed Healthcare Professionals (collectively, “Customer”), at the discretion of Seqirus. Pharmacies, wholesalers and self-distributing chains may sell, transfer or otherwise distribute products to authorized distributors only. Seqirus will not accept orders from any person who does not comply with these terms of sale.

A purchaser of product from Seqirus shall not:

- a) Export product from Canada to any other jurisdiction;
- b) Sell product for export from Canada to another jurisdiction; or
- c) Sell product for resale to a party who it knows, reasonably suspects or reasonably should know will:
 - i. Export said product from Canada to any other jurisdiction, or
 - ii. Sell said product to a further party who it knows, reasonably suspects or reasonably should know will export said product from Canada to another jurisdiction.
- d) In any way alter the finished Seqirus product

As a condition for the continued receipt by any Canadian wholesaler or distributor of Seqirus products, such wholesaler or distributor must both:

- a) Report all of its sales of Seqirus products (including historical sales) to Seqirus or to any third-party designated by Seqirus when requested, such as IQVIA Institute for Human Data Science (“IQVIA”); and
- b) Consent to the reporting to Seqirus of this sales information by any such third-party designee. Such wholesaler or distributor shall provide this sales information to Seqirus or to the Seqirus designee in a format and at such intervals as specified by Seqirus or by Seqirus' designee in writing from time to time. Any such sales information received by Seqirus or its designee shall be held in confidence and used solely by Seqirus for the management of its trade terms and sales policies in compliance with all applicable laws.

Arbitrage shall not be permitted. For further clarity, wholesalers and distributors operating warehouses in a Province must purchase from Seqirus, within that Province. Customers' sales made to a province other than the purchasing Province will need to be reconciled with Seqirus for the price differences between the Province of purchase and Province in which the sales are made.

- 2. Product Ordering; Delivery.** Customers may order vaccines by contacting Seqirus' Sales Services at salescanada.ca@seqirus.com. A purchase order is not required to purchase a Product hereunder. Unless specified otherwise, all Product purchased hereunder must be in multiples of ten (10) doses, and the

minimum amount of the order should be \$500 for each delivery. Each order submitted by a customer is subject to Seqirus' confirmation of Customer's creditworthiness by the Finance Department.

For orders placed before June 30, 2023, Seqirus will prioritize their delivery in October once the flu vaccines become available to the private market, or as otherwise agreed by virtue of a separate contract that incorporates these terms. For orders placed after June 30th, 2023, doses will be delivered later in October on a First come, First served basis. Product ordered by Customer to the destination designated by Customer in the Customer's direct purchase account. Seqirus assumes no obligation to comply with any special shipping requests made by Customer, including, without limitation, any request to deliver Product by a specified date. Seqirus is responsible for obtaining all export and import licenses required to deliver any Product to the specified destination.

Seqirus' obligation to deliver Product ordered by Customer is subject at all times to any superseding requirement imposed by any governmental authority, including without limitation any requirement imposed in connection with an influenza epidemic or pandemic, delays in Product lot releases, and to the condition that Seqirus is able to manufacture a sufficient supply of Product to meet the demands of all of its customers. Notwithstanding anything herein to the contrary, in the event of an influenza epidemic or pandemic, Seqirus may not manufacture Product (or may manufacture a lesser amount of Product than forecasted), and Seqirus will be relieved (without incurring any liability) of all obligations to supply or deliver Product ordered by any customer. Seqirus has no obligation to supply pandemic influenza vaccine to any customer. Furthermore, in the event of delays in Product lot releases, Seqirus will be relieved (without incurring any liability) all obligations to supply or deliver Product ordered by any customer unless and until such Product lot release is approved by the applicable governmental authority.

Upon ordering Product, a customer shall have irrevocably committed to purchase the amount and type of Product specified therein, and thereafter may not cancel or modify such order in any way. Unless otherwise agreed to by Seqirus, Seqirus will determine the time, route and carrier for all orders. Freight for such orders is paid for by Seqirus.

In the event that either that a Provincial Government announces and implements, during the term of the Agreement, a new universal influenza vaccination program that eliminates the market opportunity for private vaccinators, the Customer will not be obliged to purchase any remaining contracted doses. (the "Market Out").

To be eligible for the Market Out, the Customer shall provide Seqirus Canada Inc. in writing within 1 week after receiving the Seqirus communication, confirming that the Customer no longer intends to purchase their contractual doses.

The healthcare professional (HCP) attests that he/she:

- (i) will be directly responsible for product storage, record-keeping, etc.,
- (ii) will supervise the injection/administration of products and/or proper delegation of such activities, and
- (iii) represents and warrants that he/she will not sell the vaccines to anyone other than the end user in accordance with applicable laws.

3. **Payment Terms and Instructions.** Customers shall be obligated to pay for Product purchased hereunder by the payment due date specified in the invoice delivered by Seqirus with respect to the purchased Product by any method described in such invoice. **If customers choose to pay by cheque, they must be mailed to : Seqirus Canada Inc., HSBC Bank Canada, Lockbox ID MH2008C, CP 6789, Succ. Centre-ville, Montreal, QC, H3C 4J5.** The terms of payment are Net Thirty (30) days from date of shipment unless specified differently in a private contract with Seqirus.
4. **Product Price.** The price per dose for each presentation of Product is as set forth from time to time in the direct purchase account established by Customer, or as otherwise agreed to between Customer and Seqirus, and excludes surcharges for shipping (if any), where applicable, and excise or other taxes or assessments. Each such price shall be increased by Seqirus in its sole discretion to reflect any taxes or assessments levied upon vaccine products. If pre-book orders are sent to Seqirus before June 30, 2023,

customer may be entitled to a discount that customer acknowledges and agrees shall be passed on to any end purchaser of a product. As of July 1st, 2023, **any pre-book discounts will no longer be in effect and prices will be based on list price** for each product unless a contract is signed for volume rebate. Customers are encouraged to contact their sales rep to access pricing discounts based on volume. Prices are subject to change without notice.

5. **Inspection of Product by Customers; Right to Return Product.** Customers must, within five (5) business days after delivery of Product, conduct a physical inspection of the packaged Product and notify Seqirus Customer Relations in writing at customerservice.ca@seqirus.com of any issue or physical damage that is apparent from such inspection. **If Customer fails to give such notice, then Customer will be conclusively presumed to have accepted the shipment and Seqirus will have no liability to Customer for any defects that could have been identified by such inspection or for any discrepancies between the shipment received and the amount of Product ordered by Customer.** Any defect or damage to the Product that is not identifiable from a physical inspection will remain grounds for rejection of Product if Customer notifies Seqirus in writing within three (3) business days following discovery of the defect or damage. Upon receipt of such notice from Customer, Seqirus will conduct an investigation and if Seqirus agrees with Customer's determination, (i) Seqirus will use reasonable commercial efforts to supply replacement Product to Customer, or if no replacement Product can be supplied, Seqirus will, in its sole discretion, issue a credit note or refund to Customer for the rejected Product; and (ii) Customer must ship the defective or damaged Product in accordance with instructions provided by Seqirus. If Seqirus, in its sole discretion, determines in good faith that no defect or damage to Product exists, then Customer must accept delivery of such Product and pay the invoiced price for such Product. In the event that Seqirus determines that no defect or damage exists, then in such event Seqirus will not be deemed to be in breach of these Terms or have any further liability to Customer with respect to the alleged defect or damage. Customers must indicate the specific item(s), and quantity damaged or shorted and sign on all copies of the carrier bill of lading. The customer must then send a copy of the bill of lading together with the claim for credit to customerservice.ca@seqirus.com.

Influenza vaccines are sold as non-returnable unless specified in a separate contract.

Expired Seqirus product returns are to be destroyed by Customer at their charge. No credit will be granted.

Only pre-approved return authorization for damages during transit will be credited at 100% of the price paid by Customer if the return of vaccines takes place within the delay indicated on the return authorization.

Credit Refused For:

- Products damaged by fire, smoke, heat, water, negligent act or omission, improper storage on customer property, or involved in fire or bankruptcy sale.
- Products not in original packaging, repackaged, over-labeled or price stickered.
- Products of good dating (unexpired), even if product has been discontinued.
- Products ordered in error by customer.
- Products purchased outside of Canada.
- Product sold with a "no return" stipulation.

6. **Passage of Title; Risk of Loss.** All orders for Product are shipped DDP (Delivered Duty Paid). Title to Product and risk of loss of each shipment of Product will pass to Customer upon delivery to the destination designated by Customer in Customer's direct purchase account.
7. **Limitations on Marketing.** Customers may not sell, promote or market any Product in a manner that is, or engage in activities or efforts that are, disparaging or otherwise damaging to Seqirus, its Products and any associated goodwill therein. Customers may not hold themselves out as representatives or agents of Seqirus or otherwise as being entitled to bind Seqirus in any way, and customers must make clear in all dealings with other persons or entities that they are not acting as agents of Seqirus. Customers are encouraged to contact their sales rep to access printed or virtual pre-approved promotional material to

share with their respective customers.

8. **Representations, Warranties and Covenants of Customers.** By ordering any Product from Seqirus, each customer represents, warrants, and covenants that it will:
- obtain and maintain all licenses and approvals that may be necessary for the, purchase use, administration, storage and marketing of each Product, as applicable to such customer, in Canada (and its territories);
 - not initiate any contact with any governmental authority in relation to a Product without the express written consent of Seqirus, unless required by applicable law, and insofar as requests for information or correspondence in relation to a Product are made of a customer by a governmental authority, unless otherwise required by law, Customer must consult with Seqirus and keep Seqirus fully apprised of all such communications;
 - not make any representation to any person or entity nor give any warranties other than those printed on a Product's packaging, including the package insert for a Product, or included within promotional material or other Product information provided by Seqirus;
 - not administer or use a Product for indications not approved by a governmental authority or listed on a Product's packaging, including the package insert for a Product;
 - observe and comply with such storage, handling, stock control and operational practices and procedures of Seqirus in effect from time to time or as required by any governmental authority or applicable law;
 - observe and comply with Seqirus' adverse event and Product technical complaint reporting procedures and procedures regarding provision of medical information in effect from time to time;
 - execute any recall or withdrawal of a Product from the market in accordance with procedures of Seqirus in effect from time to time; and
 - comply with applicable law or any other applicable requirements imposed by a governmental authority relating to any Product.
9. **Disclaimer of Warranties;** Except for the terms and conditions expressly set forth in these Terms and Conditions, all conditions, warranties and other terms that might have any effect between the parties or be implied or incorporated whether by statute, common law or otherwise, and whether express, implied or otherwise, are hereby excluded. Without limiting the foregoing sentence, Seqirus specifically excludes and disclaims, and Customer for itself and its Affiliates hereby expressly waives and releases, Seqirus from:
- a. any express or implied warranty as to satisfactory quality or fitness for a particular purpose with respect to Product whether used alone or in connection with other substances or materials; and
 - b. any liability with respect to any Product which:
 - 1. has been tampered with or in any way altered or modified after Delivery; or
 - 2. has been subject to misuse, negligence or accident after Delivery; or
 - 3. after Delivery has been stored, handled, maintained or used in a manner contrary to legal or regulatory requirements, the labeling therefor or Seqirus' instructions; or
 - 4. has exceeded its stated expiry date;

and the warranty set forth in Section 16 shall not apply to any such Product.

10. **Withdrawal of Product Approval;** Seqirus makes no representation or warranty and gives no undertakings in relation to the grant (by any date or at all) of the licenses or authorizations required to market, manufacture or release for export Product lawfully in Canada (or its territories), or the maintenance of such licenses and authorizations, and customers will have no claim against Seqirus arising out of any failure to obtain the grant or renewal of, or otherwise maintain, such licenses and authorizations. Seqirus will promptly notify customers in writing of any withdrawal of a Product's Health Canada approval or of a Product's material noncompliance with Health Canada standards. At the request of Seqirus, customer agrees to return to Seqirus, at Seqirus' sole cost and expense, any allegedly defective Product owing to the withdrawal of a Product's approval or a determination of material non-compliance by Seqirus or a

governmental authority.

11. **Modification of Product.** Subject to compliance with applicable laws and regulations, Seqirus may, in its sole discretion, at any time and from time to time, modify a Product as it deems appropriate or necessary or as may be required by any governmental authority, including changes in design, production or packaging of a Product or withdrawal of a Product in response to a governmental authority action, without liability to customers of any kind.
12. **Use of Trademarks.** Customers shall not use Product trademarks for any purpose other than as expressly necessary to exercise their rights and perform their obligations under these Terms. Customers shall not use any other trade name or trademark of Seqirus, other than the trademarks set forth in these Terms, to the extent permitted in the foregoing sentence. Customers must ensure that each reference to and use of a Product trademark is accompanied by an acknowledgement that the same is a registered trademark of Seqirus. Seqirus may request copies of examples of a customer's use of a Product trademark or any other trademark of Seqirus in order to assess compliance with this Section. Customers will not acquire any rights in respect of any trade names or trademarks of Seqirus (including any Product trademarks) or of the goodwill associated therein and all such rights and goodwill are, and will at all times remain, vested in Seqirus. Other than as is set forth in these Terms, no license, express or implied, is granted to customers by Seqirus under any intellectual property rights, including those of Seqirus' affiliates.
13. **Limitations on Use of Intellectual Property.** Customers may not:
 - (a) make any modification to a Product or its packaging;
 - (b) alter, obscure, remove or tamper with any trademarks, markings, numbers, labels, indication of the source of origin, or other means of identification used on, or in relation to, a Product;
 - (c) use a Product trademark in any way which might materially prejudice its distinctiveness or validity or the goodwill of Seqirus therein;
 - (d) use any trademarks other than those set forth herein in relation to Product; or
 - (e) use or make any application for registration in Canada of any trademarks or trade names so resembling any trademark or trade name of Seqirus as to be likely to cause confusion or deception.
 - (f) shall not use Product trademarks for any purpose other than as expressly necessary to exercise their rights and perform their obligations under these Terms; and
 - (g) ensure that each reference to and use of a Product trademark is accompanied by an acknowledgement that the same is a registered trademark of Seqirus.

Customers will not acquire any rights in respect of any intellectual property of Seqirus (including any Product trademarks) or of the goodwill associated therein and all such rights and goodwill are, and will at all times remain, vested in Seqirus. Other than as is set forth in these Terms, no license, express or implied, is granted to customers by Seqirus under any intellectual property rights, including those of Seqirus' affiliates.

14. **Confidential Information.** By ordering a Product, each customer agrees that any and all information it obtains regarding Seqirus in connection with a purchase of such Product, including pricing information and all other contract information, is **confidential information of Seqirus**. Each customer's obligations under this Section will remain in effect for a period of three (3) years from the date that the last order was submitted by such customer under these Terms. By ordering a Product, each customer
 - (a) agrees that it will not disclose Seqirus' confidential information to any third party without the prior written consent of Seqirus (except as required to comply with law or court order);
 - (b) may disclose Seqirus' confidential information to its employees and/or independent contractors only to the extent that such employees and/or independent contractors are reasonably required by their duties to have knowledge of such confidential information, and provided that such employees and/or independent contractors are contractually

obligated to hold such confidential information in confidence and to otherwise comply with these Terms;

- (c) agrees that it will not hold Seqirus or its employees liable for any errors or omissions in Seqirus' confidential information; and
- (d) agrees to use reasonable care to safeguard Seqirus' or its affiliates' confidential information and make no misuse of such confidential information.

By ordering a Product, each customer acknowledges that any and all confidential information disclosed by Seqirus to such customer is and will remain the property of Seqirus. Seqirus makes no representation or warranty, express or implied, as to the accuracy and completeness of its confidential information. By ordering a Product, each customer agrees to return any Seqirus' confidential information promptly upon written request and to retain no copies or excerpts of such confidential information.

15. **Force Majeure.** Seqirus will not be under any liability to customers for failure or delay in the performance of any obligation hereunder or part thereof to the extent and for the period that such performance is prevented by reason of Force Majeure if Seqirus gives written notice of an event of Force Majeure to the affected customer within thirty (30) business days of the occurrence of such event of Force Majeure. If the performance by Seqirus of these Terms or any order submitted by a customer is prevented for a period exceeding ninety (90) days from the date of such notice, the affected customer may terminate all outstanding orders submitted by such customer (which, for the avoidance of doubt, will not affect such customer's obligations to pay amounts invoiced for any Product previously delivered) by providing written notice to Seqirus, and thereafter (as well as during the period from the occurrence of the Force Majeure through and after such termination) Seqirus will have no liability to such customer under these Terms or the cancelled order(s). "Force Majeure" means any cause preventing or hindering the performance of these Terms or any orders arising from or attributable to acts, events or circumstances beyond the reasonable control of Seqirus, including, without limitation, epidemics of disease, acts of God, shortage of materials, war (declared or undeclared), labor disputes, accidents, acts of terrorism, fire, breakdown of machinery, influenza epidemic or pandemic, government requisition or impoundment or other acts of any governmental authority, riot or civil commotion and any other acts, events or circumstances beyond Seqirus' reasonable control whether or not similar to the above causes.

Seqirus shall not be liable for delays in shipment, reductions of shipment amounts or default in delivery for any cause beyond its reasonable control including, but not limited to

- (a) an actual or potential national shortage of any product(s);
- (b) actions by federal, state or local governmental agencies, units, bodies, or officials relating to an actual or potential national shortage of any product(s), including but not limited to orders, guidelines, recommendations, or requests to limit, alter or change product sales or distribution or to limit the persons who should be vaccinated;
- (c) government action (to the extent such action is not covered by the preceding subparagraph), public health emergencies, influenza pandemic, war, riots, civil commotion, embargoes, acts of terrorism or martial laws;
- (d) Seqirus' inability to obtain necessary materials from its usual sources of supply;
- (e) shortage of labor, raw material, production or transportation facilities, or other delays in transit;
- (f) labor difficulty involving employees of Seqirus or others;
- (g) fire, flood or other casualty; or
- (h) other contingencies of manufacture or shipment.

In the event of any delay in Seqirus' performance due in whole or in part to any cause beyond its reasonable control, Seqirus shall have such additional time for performance as may be reasonably necessary under the circumstances. If by reason of any such force majeure event, the quantities of any product(s), or any other materials used in the production thereof, reasonably available to Seqirus shall be less than its total needs to fulfill orders or reservations for product(s), Seqirus may allocate its available

supply of any such product(s) among its existing or prospective buyers and/or its affiliates in such manner as Seqirus deems proper, without thereby incurring liability for failure to perform under any applicable agreement.

16. **Warranties of Seqirus.** Seqirus makes the following warranties with respect to a Product ordered by customers under these Terms:

- (a) at the time of delivery to the destination designated by Customer in Customer's direct purchase account, all Product will materially conform to the quality, identity, and strength standards of Product;
- (b) no Product bearing Seqirus' name is adulterated or misbranded at the time of delivery to the destination designated by Customer in Customer's direct purchase account and no Product is prohibited from being introduced into interprovincial commerce; and
- (c) all Product, when delivered to the destination designated by Customer in Customer's direct purchase account, will have been manufactured in substantial compliance with current good manufacturing practices, as specified in any applicable laws or regulations.

This Section sets forth Seqirus' sole and limited warranties with respect to Product supplied to customers. To the maximum extent allowed by law, except as unambiguously and expressly set forth in this Section, Seqirus specifically disclaims, and, by ordering a Product, each customer is expressly waiving and releasing Seqirus from all other warranties, conditions and terms regarding or relating to a Product (whether used alone or with other substances or materials) that may have been provided to a customer or otherwise that might have effect between a customer and Seqirus or be implied into these Terms, a Product order, or any other collateral contract, whether by statute, common law or otherwise and whether express, implied or otherwise, including all implied warranties, conditions or terms of merchantability, quality, fitness for a particular purpose and non-infringement.

Customer agrees to allocate resources and processes in relation to Quality Assurance for the Processing of the Products according to the principles of cGMP as described in the current edition of the Health Canada Good Manufacturing Practices and Pharmaceutical Inspection Convention (PIC/S) regulations. The responsibilities are, but not limited to: handling of recalls; good manufacturing practices storage standards aligned with product requirements; destruction of product; appropriate quarantine of products, appropriate management of complaints and deviations, and will adhere to GDP or Good Distribution Practices Health Canada guidelines.

Seqirus shall have the sole right and responsibility to take such actions with respect to any of its products as would normally be taken-in accordance with accepted business practices and legal requirements when it comes to responding to any complaints relating to its products.

In the specific case of medical and/or quality complaints (including the reporting of possible side effects, adverse drug reactions or injuries, irrespective of seriousness or severity), the following rule will apply: The customer agrees that it shall provide all available information and refer any such complaints which it receives to Seqirus Medical Information department by phone 1-855-358-8966 (option 1) or by email at ca.medicalinformation@seqirus.com within twenty-four (24) hours of initial knowledge of a medical quality complaint. For adverse events reporting, you must send an email to ae.reporting@seqirus.com within 24 hours of becoming aware of the event.

Seqirus shall be responsible for filing with the Therapeutics Product Division of Health Canada ("TPD"), as required by the Regulations, any adverse reactions reports which it receives directly from third parties, including its customers and participating members.

17. **Limitation on Warranties of Seqirus.** Seqirus will not be liable to any customer, and, by ordering Product, each customer is expressly waiving and releasing Seqirus from any liability, with respect to a Product (an "Uncovered Product") that (a) has been tampered with or in any way altered or modified after delivery to Customer's designated destination; (b) has been subject to misuse, negligence or accident after delivery to

Customer's designated destination; (c) has been stored, handled, maintained, administered or used in a manner contrary to regulatory requirements, the labeling of a Product or Seqirus' instructions, or otherwise not as originally intended, after delivery to Customer's designated destination; or (d) has passed its expiration date. The warranties contained in Section 16 herein will not apply to any such Uncovered Product.

- 18. Limitation on Damages.** Claims for loss, shortage, breakage, leakage, or other damage occurring in transit must be submitted to Seqirus within five (5) business days from date of invoice, for replacement or credit of affected Product. The sole and exclusive remedy of Customer is Seqirus credit or replacement, as applicable, of affected product(s). Loss, shortage, breakage, leakage, or other damage claims must also be accompanied by freight bill with notation by the common carrier of the loss, shortage, breakage, or damage, or accompanied by the carrier's concealed loss or damage report where the loss is of a concealed nature. Where loss, shortage, breakage, leakage, or other damage has occurred in transit, Customer agrees to cooperate fully with Seqirus in Seqirus' effort to establish a claim against the transportation company. Claims submitted without appropriate documentation will be denied.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT WILL SEQIRUS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES RELATING TO LOSS OF USE, INCOME OR PROFIT, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE MARKETING, SALE OR USE OF A PRODUCT, INCLUDING DAMAGES RESULTING FROM ANY NEGLIGENCE OR BREACH OF ANY OBLIGATION IMPOSED ON ANY CUSTOMER. THE EXCLUSIVE REMEDY OF A CUSTOMER ORDERING A PRODUCT FROM SEQIRUS FOR CLAIMS WITH RESPECT TO THESE TERMS OR ANY ORDERS SUBMITTED BY SUCH CUSTOMER WILL BE PURSUANT TO THE INDEMNIFICATION PROVISIONS SET FORTH IN SECTION 19 BELOW.

- 19. Indemnification by Seqirus.** Seqirus will defend, indemnify and hold harmless each customer ordering a Product and such customer's respective directors, officers, employees and agents (each such person, an "Indemnitee"), from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including interest, penalties and reasonable attorneys' fees) and judgments ("Damages") directly arising out of any material breach of any representation or warranty set forth in Section 16 (as limited by Section 17) or any material default by Seqirus under these Terms, provided that Seqirus will not, in any case, be obligated to defend, indemnify or hold harmless any Indemnitee from any such Damage which results from the misconduct or negligence of an Indemnitee (including, for the avoidance of doubt, any Damage that results in a Product becoming an Uncovered Product).
- 20. Indemnification by Customers.** By ordering a Product, each customer agrees to indemnify, defend and hold harmless Seqirus and Seqirus' directors, officers, employees and agents from and against any and all Damages directly arising out of (a) any infringement by such customer of any intellectual property rights of Seqirus or third parties; (b) any material breach of any representation or warranty of such customer made in these Terms or any material default by such customer hereunder or under any order submitted by such customer; and (c) any action by such customer, its directors, officers, employees or agents with respect to any Product resulting in such Product becoming an Uncovered Product.
- 21. Survival of Indemnification Obligations.** The indemnification obligations pursuant to Sections 19 and 20, with respect to Seqirus and each customer ordering a Product hereunder, will survive for a period of three (3) years following the date on which the last order for a Product is submitted by such customer under these Terms.
- 22. Insurance.** Each customer ordering a Product from Seqirus must maintain, for not less than three (3) years from the date of the last order submitted by such customer hereunder, such type(s) and amount(s) of insurance coverage that is normal and customary for persons or entities similarly situated insuring Customer against any liabilities arising under the foregoing indemnities as are reasonably insurable. Each customer ordering a Product from Seqirus must at all times be in compliance with all insurance

requirements of any governmental authority and applicable law.

23. **Termination.** In addition to all other rights of termination specified herein, Seqirus may terminate any orders submitted by a customer by notice to Customer, having immediate effect, if (a) Customer commits a material breach of any of the provisions of these Terms or such Product order, and in the case of a material breach capable of remedy, Customer fails to remedy the breach within thirty (30) days of receipt of a notice giving particulars of the breach and requiring it to be remedied; (b) Customer commences a voluntary proceeding in bankruptcy or an involuntary proceeding in bankruptcy is commenced against Customer; (c) Customer makes any arrangements with creditors, whether voluntary or in compliance with an administrative order or similar event; (d) Customer goes into involuntary liquidation or otherwise ceases or threatens to cease to carry on business or takes or suffers any similar action in consequence of debt; or (e) as a result of any action taken by a governmental authority, it becomes commercially impracticable or impossible for Seqirus (as determined in its discretion) to supply any Product ordered by Customer.
24. **Consequences of Termination.** Upon the termination or expiration, for any reason, of an outstanding order submitted by a customer and/or these Terms (a) Customer will have no claim against Seqirus for compensation for loss of rights to use, administer, market or promote a Product, loss of goodwill or any similar loss; (b) Sections 3-4, 9-14, 17-22, and 24-27 will continue in full force in accordance with their terms for a period of three (3) years from the date of termination (or such longer period as may be specified in such sections); and (c) all outstanding unpaid invoices will become immediately due and payable and Seqirus will have no further obligation to deliver any Product. Termination or expiration of an outstanding order will be without prejudice to any rights that have accrued to the benefit of a party prior to such termination or expiration.
25. **Notice.** All notices, requests, demands and other communications which are required or may be given hereunder must be in written or electronic form, and will be deemed delivered (a) on the date of delivery when (i) delivered by hand or (ii) sent by reputable overnight courier maintaining records of receipt and (b) on the date of transmission when sent by facsimile or other electronic transmission during normal business hours with confirmation of transmission by the transmitting equipment (if confirmed by delivery in a method described in clause (a) within two (2) business days after its delivery by facsimile or other electronic transmission). All such communications by Seqirus to a customer will be to the contact person listed at the "Ship to" address in the direct purchase account established by such customer. All such communications by a customer to Seqirus must be sent to Head of Sales, Seqirus Canada Inc., 16766 TransCanada Highway, Suite 504, Kirkland, Quebec, H9H 4M7
26. **Governing Law.** The Province of Quebec without regard to its conflict of laws provisions or any choice of law rule or principle that might otherwise permit or require the application of the laws of another jurisdiction.
27. **Entire Agreement.** Unless otherwise agreed between a customer and Seqirus, these Terms and each order for a Product submitted by a customer contain all the terms and conditions which Seqirus and such customer have agreed to in relation to the purchase of a Product. By submitting an order for a Product, each customer agrees that it is not relying on, and will have no remedy in respect of, any statement, representation, warranty, collateral contract or other assurance (whether negligently or innocently made) of any person or entity other than those expressly set out as a warranty in these Terms and the applicable order, and that, except as otherwise provided herein, the only remedy available to it for breach of the warranties set forth herein is for breach of contract under these Terms.
28. **Non-Assignment.** Customers may not assign or delegate these Terms or any of the rights or duties arising hereunder without the prior written consent of Seqirus and any attempt to so assign or delegate will be void and of no effect. Seqirus may, without the prior written consent of a customer, assign or delegate these Terms, together with any applicable order, and its rights and obligations hereunder and thereunder. Seqirus may perform any and all obligations under these Terms and all applicable orders through any Seqirus affiliate or a third-party contractor.

29. **Modification to the Terms.** These Terms may not be supplemented, deleted, modified, amended or otherwise changed with respect to a customer's purchase of a Product made prior to the effective date of such change except by mutual written agreement of Seqirus and such customer. Seqirus may supplement, delete, modify, amend or otherwise change these Terms from time to time in its sole discretion with respect to purchases of a Product made after the effective date of such change.

30. **Severability.** In the event that any one or more of these Terms is held invalid, illegal, or unenforceable, such provision or provisions shall be severed and the remaining Terms shall remain binding and effective.