

108-0023 東京都東京都 港区芝浦3-1-21 アッヴィ合同会社		Purchase Order : 4201903284 (changed) Version : 2 Sent On : 02 Aug 2022 10:17:46 PM GMT-05:00 Created By : Tao Hui Email Address : tao.hui@abbvie.com											
Supplier Address :	552-0021 Osaka 大阪市 港区築港4-1-2 6 ベミ コンサルティング株式会社												
Ship To :	108-0023 東京都東京都 港区芝浦3-1-21 Japan QMTC宇都木	Tax Note : This PO value is exclusive of applicable Value Added Tax or similar consumption taxes.											
Send Invoice To:	Iron Mountain Hong Kong Limited, CC: AV6117 P.O. Box 73891, Kowloon Central Post Office G/F 405 Nathan Rd, Yau Ma Tei, Kowloon, Hong Kong Email: AbbVie.Japan@IronMountain.com Fax No: (81) (3) 45406847 Invoice Call Center Ph No: (0) 120572661+G50	Payment Terms : Net 30 Days Inco Terms : FCA Seller Premise, Inco 2020											
The Purchase Order number and the company code (CC) are required on the invoice in order to prevent delays in payment. Invoices not in compliance will be returned to the supplier for the requested information.													
Items	Part Number / Description	Quantity	Unit	Price Per Unit	Sub-Total								
1	NA_Cross Func Comm_0502-1230_複_QMTC宇都木 Item Details Performance From : 02 May, 2022 To 30 Dec, 2022 見積No.042522-907 Item Changed : <table border="1"> <thead> <tr> <th>Quantity</th> <th>Description</th> <th>Old Value</th> <th>New Value</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>1,167,500</td> <td>245,500</td> </tr> </tbody> </table>	Quantity	Description	Old Value	New Value			1,167,500	245,500	245,500	EA	1 JPY/1 EA	245,500 JPY
Quantity	Description	Old Value	New Value										
		1,167,500	245,500										
Grand Total : 245,500 JPY													

Supplier Notes : 1. When content is determined by weight the gross tare and net weight must be shown on each container. Stencil the Material Number and lot number on containers. When applicable, indicate final shipment. 2. Hazardous material/dangerous goods must be in compliance with all applicable transportation regulations. 3. AbbVie agrees to purchase the described items on this Purchase order subject to all the terms and conditions appearing on the front and included herewith	CORRESPONDENCE PERTAINING TO THIS ORDER SHOULD BE ADDRESSED TO THE ATTENTION OF THE AUTHORIZED AGENT Buyer Name : Junji Ueda Buyer email : junji.ueda@abbvie.com
	東京都港区芝浦三丁目1番21号 アッヴィ合同会社

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Terms and Conditions

STANDARD TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES BY ABBVIE

Except where expressly otherwise agreed in a separate, written agreement executed by AbbVie Inc. or its Affiliate identified in the Purchase Order ("AbbVie"), AbbVie will only purchase Goods and/or Services from the Supplier on the basis of the Purchase Order and these Purchase Order Terms and Conditions (collectively, the "Purchase Order"). The below terms shall apply to all purchases of Goods and/or Services by AbbVie from the Supplier to the exclusion of all other terms and conditions including any terms or conditions that the Supplier may purport to apply under any quotation, confirmation of order, delivery notice and/or any other similar document, and any written acknowledgement of this Purchase Order or the furnishing of any Goods or Services pursuant to this Purchase Order shall constitute acceptance by Supplier of all terms and conditions stated herein. If any of the terms and conditions contained herein are not acceptable, the Supplier shall advise AbbVie in writing within two (2) business days of receipt of this Purchase Order, and the absence of such notice by Supplier shall constitute acceptance by Supplier of each and all of the terms and conditions of this Purchase Order.

1. DEFINITION

1.1 As used herein, the following defined terms shall have the meanings given below:

- (a) "AbbVie Data" shall mean data which, regardless of medium, AbbVie controls by determining how, it is Processed, including through third parties such as Supplier. AbbVie Data includes AbbVie Personal Information and AbbVie's Confidential Information.
- (b) "Affiliates" means any entity that controls, is controlled by, or is under common control with such a party. For the purposes of this definition, a party will be deemed to control another entity if it owns or controls, directly or indirectly, more than fifty percent (50%) of the voting equity (or other comparable ownership interest for an entity other than a company).
- (c) "Confidential Information" means all information, data and materials of or regarding AbbVie or its business that is marked or otherwise designated as confidential, or that would be regarded as confidential by a reasonable business person, and includes but is not limited to the existence and terms of the Purchase Order and all methods, processes, techniques, shop practices, formulae, compounds, compositions, organisms, equipment, designs, drawings, blueprints, specifications, research data, marketing and sales information, customer lists, plans and information provided or know-how and trade secrets owned by AbbVie, but excludes information which is: (i) already known by the Supplier at the time of disclosure to the Supplier as evidenced by its written records; (ii) in the public domain other than because of a breach of this Purchase Order, any other confidentiality obligations or any applicable law by Supplier; or (iii) disclosed to Supplier by a third party having a right to make such disclosure without breach of confidentiality or any applicable law.
- (d) "Delivery Documents" means such documentation regarding the Goods and/or Services as the Supplier would customarily provide to its customers in respect of those Goods and/or Services and such documentation as is specified on the Purchase Order or in an applicable Statement of Work.
- (e) "Goods" means each product supplied by Supplier to AbbVie as identified in the Purchase Order.
- (f) "Intellectual Property Rights" means all rights in or to any copyright, patents, database rights, registered design or other design rights, utility model, moral right, trademark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right and any other intellectual property rights whether registrable or not and wherever existing in the world, including all renewals, extensions and revivals of, and all rights to apply for, any such rights.
- (g) "Personal Information" shall mean any information or set of information relating to an individual that identifies that individual or could reasonably be used to identify such individual, or which applicable law treats as protected personal information. "AbbVie Personal Information" shall refer to Personal Information that is Processed (defined below) for or on behalf of AbbVie and for which AbbVie is the data controller (or similar term under applicable law) as defined under applicable data protection laws.
- (h) "Price" means the purchase price for Goods or Services supplied by Supplier to AbbVie as identified in the Purchase Order.
- (i) "Processing" (and its conjugates, including without limitation "Process") shall mean any operation or set of operations that is performed upon Personal Information, including without limitation collecting, selling, renting, leasing, disseminating, making available, recording, retaining, altering, using, disclosing, accessing, transferring, or destroying.
- (j) "Services" means the activities that Supplier shall perform for AbbVie as identified in a Statement of Work or in the Purchase Order.
- (k) "SOW" or "Statement of Work" means a statement of work executed by Supplier and AbbVie, which sets forth the services that Supplier shall perform for AbbVie or its Affiliates.
- (l) "Supplier" means the entity supplying the Goods and/or Services identified on the Purchase Order form.

2. WARRANTIES AND LIABILITY

2.1 The Supplier warrants and represents that all Goods (including all their components) supplied to AbbVie hereunder shall:

- (a) be free from all defects in design and workmanship (except to the extent that the design has been provided by AbbVie and the Supplier has complied with such design in supplying the Goods);
- (b) be of the best workmanship and of proper material; and
- (c) be of acceptable quality and fit for the purpose made known to the Supplier either expressly or by implication.

2.2 The Supplier shall provide the Services to AbbVie with reasonable skill, due care and diligence by using suitably skilled, experienced and qualified personnel and if the personnel are named in a Statement of Work or the Purchase Order, the Supplier shall not use any other personnel other than those named on the Statement of Work or the Purchase Order to provide the Services.

2.3 The Supplier warrants that the Goods and/or Services will comply with:

- (a) the specifications and requirements stipulated on the Purchase Order or a Statement of Work and any other applicable specifications and requirements as notified to the Supplier by AbbVie from time to time; and
- (b) all applicable laws, regulations and guidelines of the relevant authorities, and industry codes of practice.

2.4 If the Goods or Services that the Supplier and/or its agents and/or sub-contractors need to carry out or perform on AbbVie's and/or its Affiliates' or customers' premises, the Supplier shall ensure that the Supplier, its agents and its sub-contractors comply with all safety, security and on-site regulations or rules as may be applicable from time to time and with which AbbVie requires the Supplier to comply in the course of performing pursuant to the Purchase Order or a Statement of Work.

3. DELIVERY/TRANSPORT/PACKING

3.1 The Supplier shall comply strictly with all delivery or performance instructions given by AbbVie and the failure or refusal to do so may result in the delivery of Goods and/or the provision of Services being rejected or refused, and the Supplier shall be responsible for any additional costs incurred resulting therefrom.

3.2 Unless otherwise set forth in the Purchase Order form, all Goods shall be delivered to the Delivery Address in accordance with the Incoterms set forth in the Purchase Order.

3.3 AbbVie shall not be deemed to have accepted any Goods until AbbVie has had a reasonable time, being no less than 30 days from receipt of the Goods, to inspect them following receipt of delivery by AbbVie.

3.4 If AbbVie considers that the Goods do not meet the required standards or specifications and rejects the Goods, without limiting any other rights or remedies AbbVie may have, AbbVie shall be entitled to return the same to Supplier and at Supplier's expense for transportation both to and from AbbVie and all related labor and packing costs with no obligation to pay for the Goods. No Goods returned as defective shall be replaced without the written permission of an authorized agent of AbbVie.

3.5 Any Goods not rejected by AbbVie within the applicable timeframe of AbbVie's receipt of same in conformance with clause 3.3, shall be deemed accepted, except for Goods that are found later to have had latent defect(s) that were not reasonably discoverable by AbbVie after receipt of delivery of such Goods.

3.6 Prior payment by AbbVie for Goods and/or Services shall not be deemed to constitute acceptance of such Goods and/or Services.

4. DOCUMENTATION

4.1 The Supplier shall on the Delivery Date or such other date as is agreed in writing with AbbVie provide AbbVie with the Delivery Documents.

4.2 The Supplier shall mark clearly the Purchase Order Number on invoices, monthly statements and all other correspondence or documents relating to the Purchase Order.

5. TITLE AND RISK OF LOSS

5.1 Title and risk of loss or damage to the Goods shall not pass to AbbVie until the Goods have been delivered to AbbVie or a party/parties designated in writing by AbbVie and confirmed by authorized personnel of AbbVie to be in accordance with this Purchase Order. Passing of title in the Goods shall not prejudice any right of rejection or any other legal rights or remedies that AbbVie may have under the Purchase Order.

6. PRICE AND PAYMENT

6.1 The Price of the Goods and/or Services shall be inclusive of all costs of manufacture, delivery, transportation, insurance, and/or other levies imposed by the relevant authority on the Goods and/or Services. No additional charges will be paid by AbbVie.

6.2 All payments are contingent upon the delivery of the Goods and/or the performance of the Services conforming with the Purchase Order and the receipt of the Delivery Documents to the satisfaction of AbbVie.

6.3 Payment will be made in accordance with the Purchase Order.

6.4 Subject to the terms hereof, payments will be made by AbbVie to the Supplier in accordance with and within the number of days indicated in the "payment Terms" section of the Purchase Order calculated based on the date of the receipt by AbbVie of a correct and complete invoice (with such invoice to contain information on the Purchase Order, number and details of the Goods or Services supplied). All payments will be made without prejudice to AbbVie's rights and remedies (whether at law or hereunder) if the Goods or performance of the Services are unsatisfactory or are not in accordance with the Purchase Order. If AbbVie disputes an invoiced amount, in whole or in part, AbbVie may withhold the disputed amount until the dispute has been resolved in good faith by the parties.

6.5 The statutory interest rate set forth in the Commercial Code shall apply to any late payments under this Purchase Order.

6.6 If required by applicable laws, AbbVie shall deduct withholding tax (if any) on any amount payable to the Supplier and pay the same to the relevant tax authority and thereafter furnish to the Supplier, evidence of such payment. The amount net of withholding tax will be paid to the Supplier as the withholding tax will be borne by the Supplier.

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7. INTELLECTUAL PROPERTY

7.1 The Supplier acknowledges that, in connection with the provision of any Goods and/or Services to AbbVie, the Supplier may develop works and/or materials ("Works"). The Supplier hereby grants to AbbVie a royalty-free, transferable, sub-licensable, perpetual right to all Intellectual Property Rights subsisting in or relating to any Works to the extent reasonably required for AbbVie to enjoy the full benefit of the Goods and/or Services supplied by the Supplier

7.2 The Supplier agrees that the Supplier will not gain any right, title, benefit or interest in trademarks, names, logos, other intellectual property or goodwill of AbbVie or AbbVie's Affiliates ("AbbVie IP") and shall not make any use of the same, without AbbVie's prior written approval.

7.3 Any Goods, Services or Works created in connection with the Purchase Order that incorporate AbbVie IP are supplied or provided by the Supplier to AbbVie on a sole and exclusive basis. The Supplier shall not supply the same or similar goods, services or Works to any other party or dispose of them in any way whatsoever other than to AbbVie.

7.4 The Supplier warrants that the Goods and/or Services and the provision and use of them as contemplated and any assignment or license of the Works to AbbVie will not infringe any Intellectual Property Rights of any third party anywhere in the world.

7.5 The Supplier shall not do or attempt to do anything calculated or likely to damage any AbbVie IP or the reputation of AbbVie or AbbVie's Affiliates, or of any of their products.

7.6 The Supplier shall immediately notify AbbVie in writing of any excess Goods produced bearing the AbbVie IP that are not supplied to AbbVie. Unless AbbVie requires otherwise, all of such Goods shall be destroyed in such manner and at such time stipulated by AbbVie.

8. CONFIDENTIALITY

8.1 During the term of this Purchase Order and for a period of five (5) years thereafter, Supplier shall not use any Confidential Information of AbbVie other than for the purposes of the relevant Purchase Order and shall not disclose such Confidential Information except:

(a) to the extent required by law or requirement of a competent authority; or

(b) to those of the Supplier's Affiliates, legal advisers, auditors, insurers, subcontractors and employees who have a need to have access to such information in connection with their employment or engagement by AbbVie, provided that the Supplier advises each of them of the confidentiality obligations set out in this clause 8.

8.2 Supplier agrees to use the same means as it uses to protect its own Confidential Information, but in no event less than reasonable means, to prevent the unauthorized disclosure and to protect the confidentiality of AbbVie's Confidential Information.

8.3 The Supplier shall not present or publish, nor submit for publication, any deliverables or other materials resulting from the Goods or Services without AbbVie's prior written approval.

8.4 Supplier shall not use AbbVie's name in any publicity, advertising or announcement, or in any way publicize its relationship with AbbVie or its Affiliates, without AbbVie's prior written approval. Supplier shall ensure that its employees and personnel comply with this clause 8.4.

9. INDEMNIFICATION AND INSURANCE

9.1 Subject to clause 9.2 below, the Supplier shall indemnify and keep AbbVie indemnified in full and at all times against all claims, loss, demands, actions, damages, costs, expenses (including legal expenses) and liabilities whatsoever awarded against or incurred, sustained, suffered or paid by AbbVie and its Affiliates ("Loss") to the extent resulting from or arising in connection with:

(a) any claim that the Goods and/or Services infringe, or their importation, use or resale infringes, or the assignment of the Works to AbbVie infringes, the Intellectual Property Rights of any other person anywhere in the world;

(b) any liability to consumers in respect of the Goods and/or Services; and

(c) injury to the Supplier's employees or damage to tangible property in the course of providing services or materials to AbbVie.

The Supplier shall at the request of AbbVie defend any such claim, action or lawsuit at its cost.

9.2 The Supplier's indemnification obligations above do not apply to the extent the Loss arises from AbbVie's negligence, breach of contract or unlawful conduct.

9.3 The Supplier shall maintain in force appropriate policies of insurance with a reputable insurer in respect of its liabilities under the Purchase Order and as required by applicable law. Further, Supplier shall promptly provide AbbVie, upon request, with evidence of such insurance and payment of the premiums thereon.

10. BREACH, TERMINATION AND CANCELLATION

10.1 Without prejudice to any of its rights or remedies at law, if the Goods and/or Services are not supplied or performed in accordance with the Purchase Order and any applicable Statement of Work, AbbVie shall be entitled, at its absolute discretion:

(a) to terminate the Purchase Order immediately by written notice to the Supplier; or

(b) to require the Supplier to repair the Goods or to supply replacement Goods and/or Services (as the case may be) in accordance with the Purchase Order within 10 days from the date of AbbVie's notice to the Supplier specifying the nature of the non-compliance with the Purchase Order, and if the Supplier fails, refuses or neglects to do so, AbbVie shall be entitled either:

(i) to replace or repair such Goods and/or Services at the Supplier's cost; or

(ii) to terminate the Purchase Order immediately by written notice to the Supplier.

10.2 AbbVie shall be entitled to terminate the Purchase Order immediately, by written notice without any liability to the Supplier, if:

(a) the Supplier makes any arrangement with its creditors, becomes subject to an administration order or goes into bankruptcy, liquidation, or receivership;

(b) a receiver, trustee or liquidator or equivalent person is appointed over any of the Supplier's property or assets;

(c) the making or filing of an application for winding up is presented against the Supplier under any law relating to bankruptcy or insolvency and such petition is not set aside within 30 days of its presentation in court upon an application by the Supplier;

(d) the Supplier becomes unable to pay its debts generally as they become due, or ceases or threatens to cease to carry on any part of its business; or

(e) AbbVie reasonably considers that any of the events set out in Clauses 10.2(a) to (d) or any analogous event in any jurisdiction is likely to occur to the Supplier.

10.3 Upon the occurrence of any of the events in Clauses 10.1 or 10.2 or the termination of the Purchase Order, subject to Clause 10.5(b) below, AbbVie shall be entitled to require the repayment of any part of the Price that has been paid to the Supplier under the Purchase Order and to take all such actions or proceedings as AbbVie deems fit to claim damages and loss and all costs and expenses (on a full indemnity basis) incurred in connection with such actions or proceedings.

10.4 The rights set out in Clauses 10.1 and 10.2 are in addition and without prejudice to AbbVie's other legal rights and remedies.

10.5 Notwithstanding any provision herein, AbbVie shall be entitled, at its option, by written notice to the Supplier to cancel or terminate at any time, the Purchase Order in whole or in part with respect to any undelivered Goods or uncompleted Services. Upon giving such cancellation or termination notice:

(a) AbbVie's only obligation for cancelling or terminating the Purchase Order covering standard stock Goods will be to pay for the Goods shipped or delivered prior to such cancellation or termination; and

(b) if AbbVie cancels or terminates the Purchase Order covering Goods which are manufactured or produced in accordance with AbbVie's specifications or in respect of Services which have been part-performed and initiated at AbbVie's request and the Supplier is not in breach of the Purchase Order (subject to delivery and/or performance of the same), AbbVie will pay the Supplier:

(i) in respect of Goods, the agreed unit price for Goods completed together with the direct and proven costs for the manufacture of the Goods incurred by the Supplier prior to such cancellation or termination; and

(ii) in respect of Services, the part-performed Services calculated at a reasonable percentage of the agreed Price for completed Services.

The total amount payable by AbbVie to the Supplier in any event, including upon cancellation or termination of a Purchase Order shall not, under any circumstances, exceed the Price as stated in the Purchase Order. To the fullest extent permitted by law, AbbVie shall not be liable for any prospective or anticipated profits, opportunity, revenue, goodwill, business or anticipated savings, pure economic loss, or expectation loss by reason of such cancellation or termination; or for any indirect or consequential, special, punitive or exemplary losses or damage which may be occasioned or arise, whether directly or indirectly from such cancellation or termination.

10.6 Upon cancellation or termination of the Purchase Order, the Supplier shall immediately return to AbbVie, all of AbbVie's property held by the Supplier. AbbVie shall be entitled to enter the Supplier's premises (whether with or without prior notice) to recover all of such property.

10.7 The provisions of Clauses 2.1, 2.3, 7 to 9, 12, 13 and 17, and any other provisions which by their nature survive termination or expiry of the Purchase Order, shall survive the cancellation or termination of the Purchase Order for any reason whatsoever.

11. ASSIGNMENT AND SUBCONTRACTING

11.1 AbbVie shall be entitled to assign or transfer all or any of its rights and/or obligations under the Purchase Order to any other person and/or entity directly or indirectly related to AbbVie.

11.2 The Supplier shall not without AbbVie's prior written consent:

(a) assign, mortgage, charge, dispose of or deal with any of its rights and/or obligations under the Purchase Order; or

(b) engage any agent, subcontract or otherwise delegate the performance of any of the Supplier's obligations under the Purchase Order to any party.

11.3 The Supplier shall remain fully responsible for all Services and/or Goods provided by its agents and/or subcontractor as consented to by AbbVie.

11.4 The Supplier will on request provide AbbVie with full details of any suppliers to the Supplier of goods or services which are or are intended to be incorporated in the Goods and/or Services supplied to AbbVie.

12. EXCLUSION & LIMITATION OF LIABILITIES

12.1 Notwithstanding anything herein to the contrary, and to the fullest extent permitted by law, AbbVie shall not be liable to the Supplier for any punitive or exemplary damages or for any indirect or consequential loss or damage of any kind howsoever arising, for any loss of profits, loss of revenue, business interruption, loss of business or loss of opportunity, whether founded in contract, tort (including negligence), strict liability or any other legal characterization whatsoever. The Supplier accordingly waives and relinquishes all and any of its claims to any such punitive or exemplary damages or indirect or consequential loss or damage against AbbVie.

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12.2 AbbVie's liability to the Supplier in connection with this Purchase Order shall not under any circumstances exceed the greater of the Price for Goods and/or Services as stated in the Purchase Order.

13. COMPLIANCE WITH LAWS

13.1 The Supplier represents and warrants that it is now in compliance with, and undertakes that in performance of its obligations under this Purchase Order, it shall continue to comply with, all applicable laws, authorizations, consents, permits, licenses, regulations and industry codes of practice, including those related to anti-bribery and anti-corruption. The Supplier further represents and warrants that it will not offer, promise or authorize the giving of anything of value to a government official or other person to obtain or retain business or gain a business advantage.

14. PRIVACY

14.1 Supplier shall Process AbbVie Personal Information solely on behalf of AbbVie, in compliance with all applicable laws including data protection laws and solely for the purpose of providing the Goods and/or Services in accordance with this Purchase Order and not for any other purpose. Supplier shall immediately notify AbbVie if Supplier believes that any Processing of AbbVie Personal Information by Supplier violates applicable data protection law. Supplier shall not create or maintain data derived from Processing AbbVie Personal Information.

14.2 Supplier shall ensure that AbbVie is notified immediately of any individual request to access, amend, transfer, restrict, delete, or exercise any other right or request with respect to such individual's AbbVie Personal Information; or any third-party (including, but not limited to, any legal or regulatory authority) relating to the Processing of any AbbVie Personal Information by Supplier. Supplier shall not respond to any such communications without the consent of AbbVie and shall further provide all reasonable assistance to AbbVie and shall comply with all reasonable instructions of AbbVie in responding to such communications.

14.3 Where applicable law requires AbbVie or Supplier to implement additional measures to effectuate international data transfers, then Supplier will, at AbbVie's request, promptly implement such measures.

14.4 Supplier shall provide full and prompt cooperation with and assistance to AbbVie with respect to any data protection and privacy obligations required for the Processing of AbbVie Personal Information under this Agreement, including data protection impact assessments and/or prior consultations, data subject rights requests provided by AbbVie with respect to AbbVie Personal Information, securely deleting AbbVie Personal Information, and/or providing AbbVie with a list of AbbVie Personal Information categories or specific elements about a particular individual maintained by Supplier on AbbVie's behalf. Supplier shall respond to such requests within the timeframes requested by AbbVie.

14.5 Supplier shall maintain a documented security program that has reasonable administrative, technical, and physical safeguards that are commensurate with the laws and industry standards relevant to Supplier's business activities and protects AbbVie Data according to its sensitivity.

14.6 In the event of any actual or suspected security incident affecting AbbVie Data Processed by Supplier (a "Data Security Incident"), Supplier shall (a) immediately following discovery of such Data Security Incident, send written notice of the incident via e-mail to CSIRT@ABBVIE.COM; (b) not make any statements or notifications about the Data Security Incident to any individual affected by the incident, the public or any third-party without AbbVie's prior written approval; (c) immediately take steps to investigate and mitigate the Data Security Incident; and (d) take all remediation efforts required by applicable law.

14.7 Upon completion or termination of the provision of the Goods and/or Services Supplier shall destroy, all AbbVie Personal Information received or created in the course of providing the Services, to the extent permitted by law, unless requested by AbbVie securely return such AbbVie Personal Information to AbbVie. Supplier agrees that all AbbVie Data retained by Supplier as required by law shall remain subject to the requirements of this Agreement or any Service.

14.8 Supplier shall, upon request by AbbVie with reasonable advance notice, provide AbbVie with access, at reasonable times, to inspect and audit all records data relating to its Processing of AbbVie Personal Information. Supplier shall not subcontract the Processing of AbbVie Personal Information to any party other than Supplier without AbbVie's prior written consent (which shall not be unreasonably withheld).

14.9. Supplier shall cause all persons (including entities and individuals) providing Services and/or Goods to comply with Supplier's obligations with respect to data privacy, security, and confidential information.

15. MISCELLANEOUS

15.1 AbbVie and the Supplier are independent contractors and nothing in the Purchase Order shall create, or be deemed to create any other relationship, including without limitation, that of a partnership, or of principal and agent, or employer and employee, or joint venture between AbbVie and the Supplier. Supplier shall have no authority to bind or act on behalf of AbbVie.

15.2 The Purchase Order constitutes the entire agreement between AbbVie and the Supplier with respect to its subject matter and supersedes all previous proposals and understandings whether written or oral between AbbVie and the Supplier prior to the date of the Purchase Order save for any written agreements that have been mutually agreed and executed between AbbVie and the Supplier. Any variation to or modification to the Purchase Order may only be made by a written document signed by duly authorized representatives of both parties, referring to the Purchase Order.

15.3 The Supplier acknowledges and declares that, in entering into the Purchase Order, it has not relied on any representation, warranty or other provision except as expressly set out on the Purchase Order.

15.4 Each provision of the Purchase Order (including each undertaking and each part of it) shall be construed separately and independently from each other and if any provision of the Purchase Order is held by any court or other competent authority to be void or unenforceable in whole or part, the remaining provisions of the Purchase Order will continue to be valid and in full force and effect.

15.5 No waiver of any of the provisions of the Purchase Order shall be valid unless in writing and signed by or on behalf of the party waiving the relevant provision. No failure or delay by a party to exercise any right or remedy provided under the Purchase Order 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.

15.6 The Purchase Order shall be binding on the respective successors-in-interest and permitted assigns of the parties.

15.7 Supplier represents and warrants that the provision of Goods or Services under the Purchase Order will not result in a breach by the Supplier of any agreement to which it is a party or any instrument, license, order, judgment or decree of any court, government agency or regulatory body to which it is bound.

15.8 Supplier represents and warrants that it is not debarred, disqualified or, to its knowledge, under investigation for debarment or disqualification by the applicable regulatory authority, and it shall not employ, contract with or retain any person directly or indirectly to perform any work under this Purchase Order if such a person is debarred, disqualified or, to its knowledge, under investigation for debarment or disqualification by the applicable regulatory authority. If, during the term of the Purchase Order, Supplier, or any of its employees, agents or subcontractors working on the subject matter hereunder, becomes debarred, disqualified or, to its knowledge, under investigation for debarment or disqualification by the applicable regulatory authority, Supplier will immediately notify AbbVie, and AbbVie will have the right to immediately terminate this Purchase Order.

15.9 If any Goods will be used in the manufacturing or process of manufacturing drug product for AbbVie, upon reasonable notice to Supplier, AbbVie shall have the right to conduct a quality inspection during regular business hours of Supplier's facility(ies) where the Goods are made.

15.10 To the extent permitted by applicable law, upon reasonable notice to Supplier and at the expense of AbbVie, Supplier shall permit representatives of AbbVie or its third party designee to audit, inspect and copy, during regular business hours, the Supplier's books, records, and accounting materials related to its obligations under this Purchase Order, and audit the Supplier's compliance with the terms of this Purchase Order. The Supplier shall cooperate with respect to any such audit and inspection.

16. NOTICES

16.1 All notices under the Purchase Order shall be in writing and sent or delivered by hand:

(a) if to AbbVie: to the Contact Person listed in the Purchase Order form;

(b) if to the Supplier: to the Supplier's Contact Person at the address given in the Order Form, marked for the attention of the Supplier's Contact Person (or such address, number or Contact Person as may subsequently be notified by either party).

16.2 A notice shall be deemed to have been received:

(a) if sent by ordinary or registered post for delivery in the country in which it is posted, on the 3rd day after the date on which it is posted;

(b) if sent by ordinary or registered air mail for international delivery, on the 7th day after the date on which it is posted; and

(c) if delivered by hand or commercial overnight courier, at the time of delivery of the notice.

16.3 All correspondence between the parties in connection with the Purchase Order shall be in Japanese.

17. GOVERNING LAW & JURISDICTION

The Purchase Order shall be governed by the laws of Japan and the Supplier shall irrevocably submit to the exclusive jurisdiction of the Tokyo District Court in the first instance. The application of the U.N. Convention on Contracts for the International Sales of Goods (1980) is excluded.