



• CONSULTING •

Your stepping stone





AI accelerator for automatizing medical document review process

V1.0



C2 – confidentiel

TARGET : MERCK– PRESALES AMARIS



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History of changes

Index	Date	Observations	Writing	Presales validation	Business Validation
1.0	14/08/2024	Creation	GRO/DCA/SLA	ACA	ITK
2.0					

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It may not be distributed or transferred outside your organization without the written authorization of a person authorized by AMARIS and may not be used for any purpose other than its evaluation by the client in the context of the project envisaged by the latter.

It may not be copied or reproduced in any form whatsoever. It constitutes an offer based on the information available to date and must be formalized by a contract binding on the parties

PROPOSAL SUBMISSION DATE:

V1: 30/08/2024

VALIDITY OF THE PROPOSITION:

1 MONTH





Summary

- 1 Context & Challenges for Merck
- 2 Key Points of our approach
- 3 Functional Solution
- 4 Technical Proposition
- 5 Project Organization
- 6 Financial Proposal

01

Context & Challenges for Merck



Understanding & Challenges for Merck

1

Merck is seeking a partner to develop an AI-driven solution to streamline the current medical documentation review process. This initiative aims to reduce the workload on the medical team that is overwhelmed by the volume of documents requiring compliance checks. The existing process is highly manual and time-consuming, involving multiple formats and languages. The goal is to create a proof of concept (POC) by the end of the year that can accurately pre-review documents, reducing the need for extensive human intervention.

2

Amaris will tackle Merck's challenges by assembling a specialized team with expertise in AI and life sciences. The team will develop a secure, modular AI solution that integrates with Merck's existing systems. Using advanced R&D tools, Amaris aims to deliver a proof of concept by the end of the year, demonstrating the AI's ability to accurately pre-review documents and significantly reduce the team's workload.

3

Merck's key challenges that the partner needs to address include:

- Ensuring the AI model can **accurately** pre-review documents to a high degree of reliability (80-90% accuracy).
- **Handling various document formats**, including text, images, and graphs, and ensuring compliance with Japanese pharmaceutical regulations.
- Providing robust support for both **English** and **Japanese** languages.
- Seamlessly **integrating** the AI solution with Merck's existing systems, such as Veritas by Veeva, which is based on Salesforce.
- Ensuring the solution **meets security requirements** and does not expose sensitive data externally.





02

Key Points of our approach



Expertise in Data and AI

With more than 80 consultants specialized in data & AI expertise, Belgium hosts our most mature structure of the Data & AI Center of Excellence. It provides advanced knowledge, capacity, and robust infrastructure, thus delivering high-quality, efficient, and innovative solutions.

Leveraging accelerators for many AI and GenAI solutions, Amaris relies on its centralized capital of best practices in the CoE.

Knowledge of the Healthcare domain

With a solid experience in Healthcare domain and Life Sciences, consultants at Amaris are used to work in this field and know the level of requirements and excellence needed in such environment.

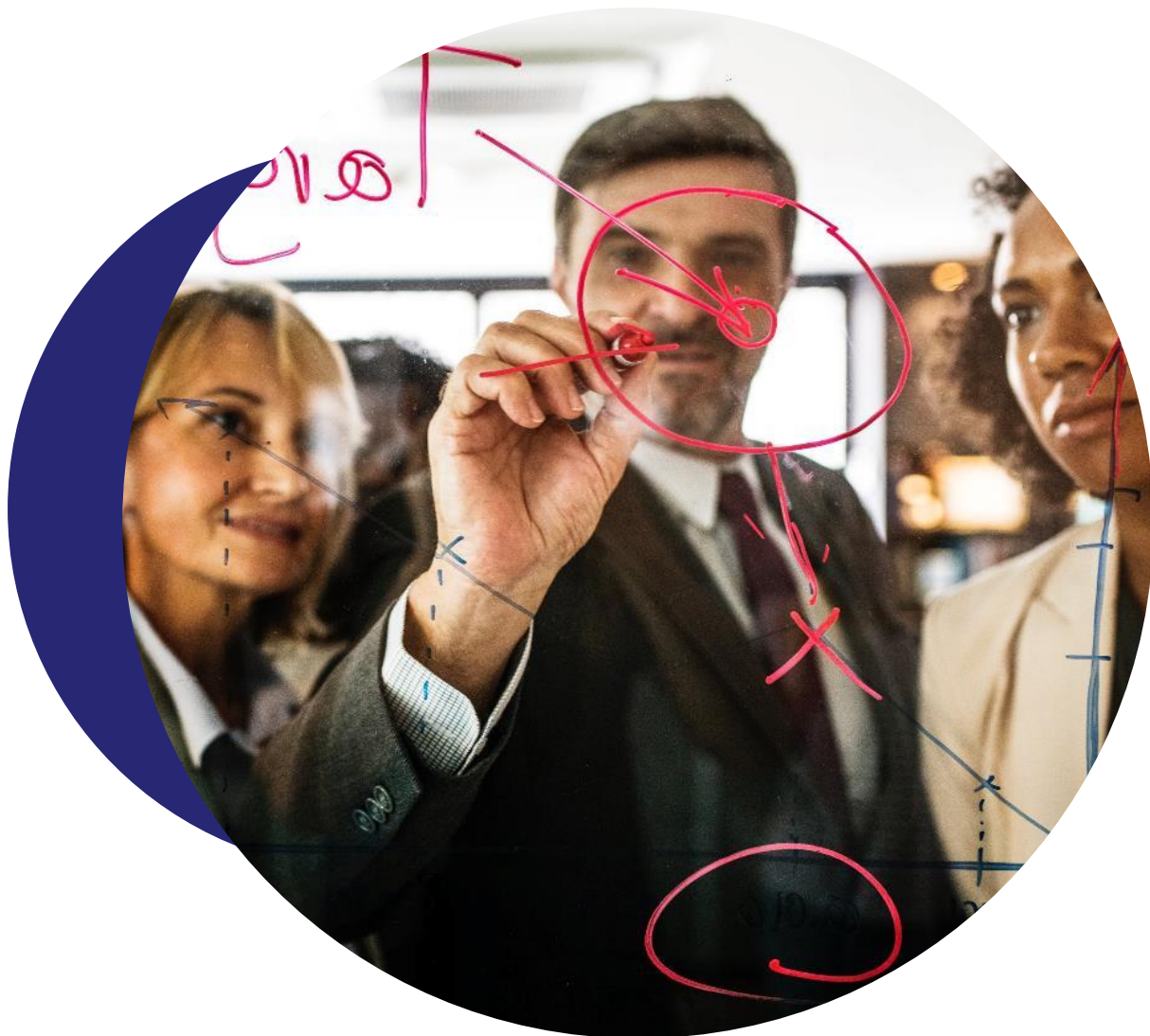
This confers a double competency, business wise and technical.

Amaris truly believes that the understanding of the functional part and the context of business will help the technical teams to deliver a solution matching entirely with needs at all levels.

Glocal model

With 13,000 employees across 60+ countries, Amaris' worldwide presence enables synergies between our global solutions, and through our transverse Centers of Excellence.

In parallel, our 80+ offices including Tokyo ensure proximity with our local partners. You know where to find us during and after projects, we are available to support Merck daily in customer relationship.



03

Functional Solution

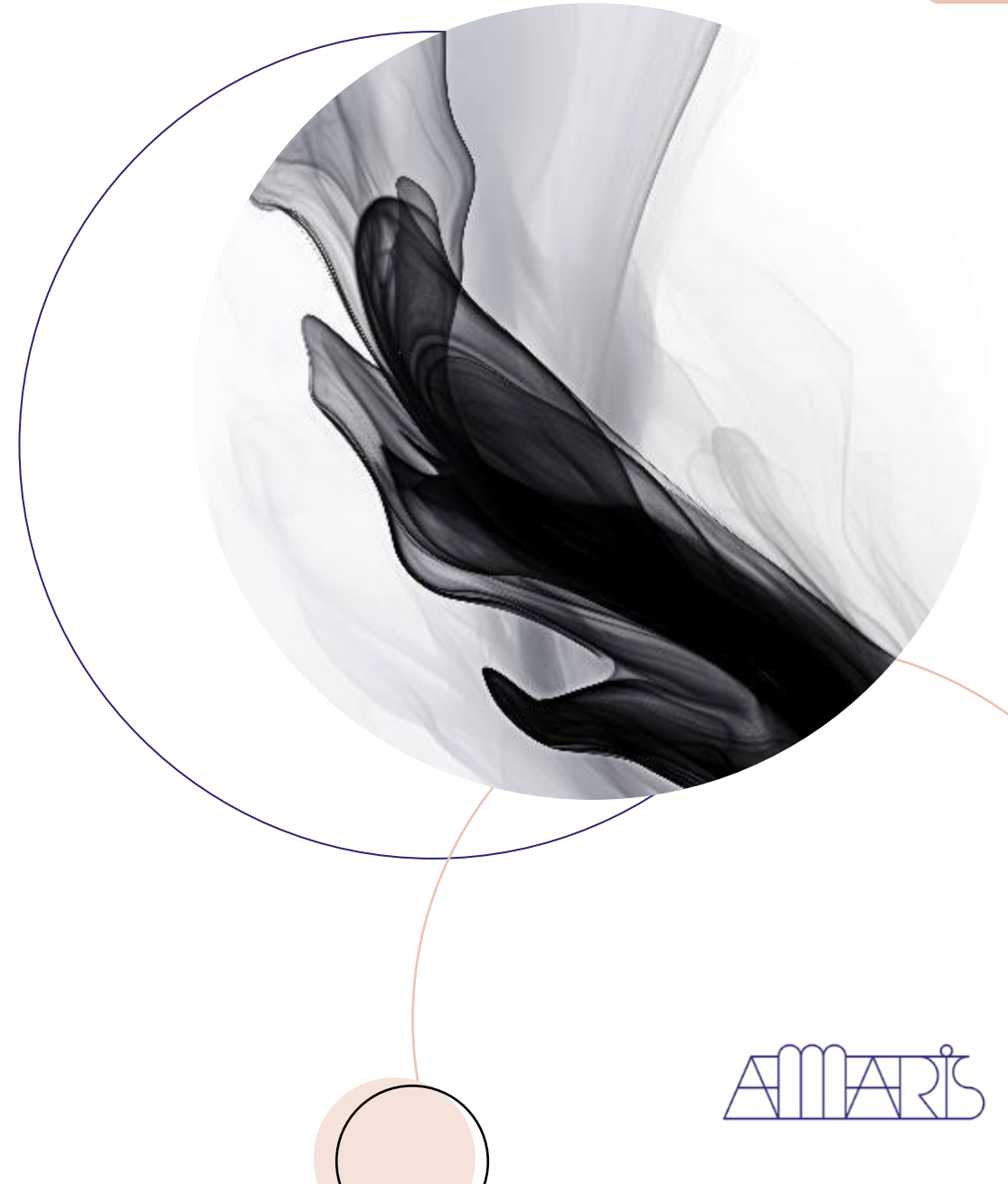
Amaris' Tailored Proposition

In accordance with Merck's needs to streamline processes, Amaris proposes to integrate a **document review pipeline** for the automation of **promotional documents** reviews using LLM, RAG, and automation technologies. This will lead to **instant acceleration** of the current review process.

This proposition is intended to be :

- **Modular** – easily modified thanks to adapted architecture
- **Tiered** – different levels of functionality and pricing
- **Highly secured** – GDPR compliant and ensuring confidentiality

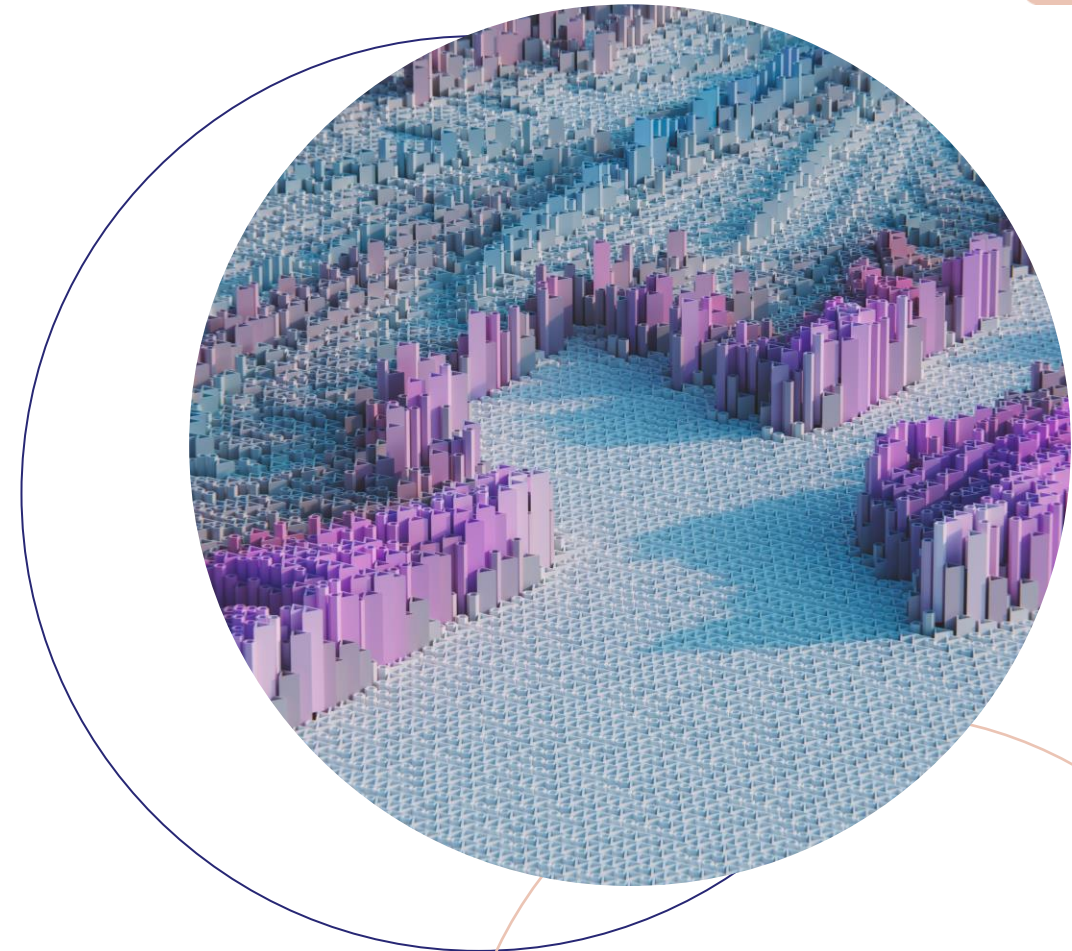
Amaris' proposition ensures flexibility, security, and a focus on delivering product while measuring value.



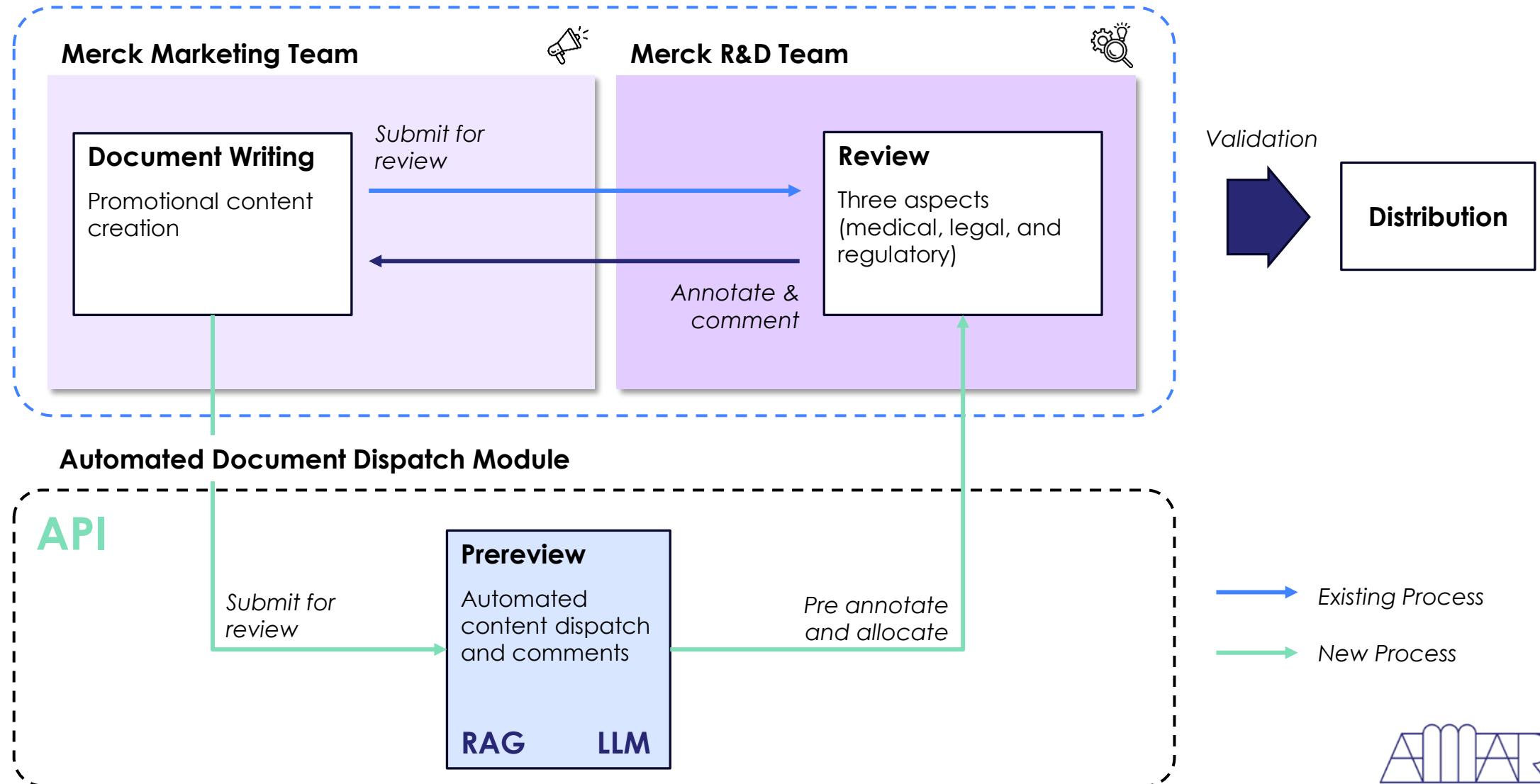
List of features to bring instant acceleration

In accordance with Merck's needs to streamline processes, Amaris' solution includes :

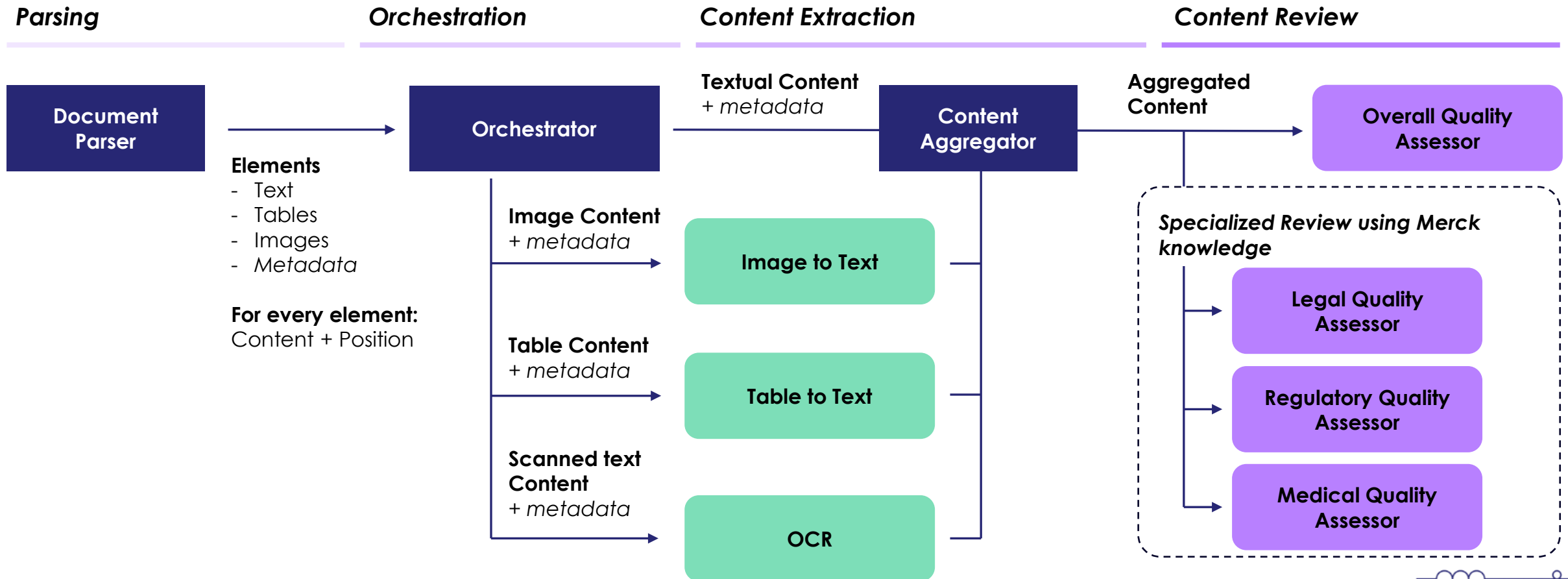
- A **RAG System** to refer to internal knowledge
 - A collection of vector databases with an industrialized documentation embedding pipeline
- An industrialized **document review pipeline** with :
 - Text **extraction** using specific LLM for **technical semantics** understanding
 - Sections **tagging functionality** based on the RAG for **attribution** to regulatory, legal, or medical review process
 - **Pre-review** recommendation to facilitate the assignee's job
- A high level of **security & confidentiality**
 - **AWS** architecture to host the most advanced security level mastered by Merck



All functionalities are exposed through an API at both end of the current workflow



Functionalities involve the referral to Merck internal knowledge to review the document



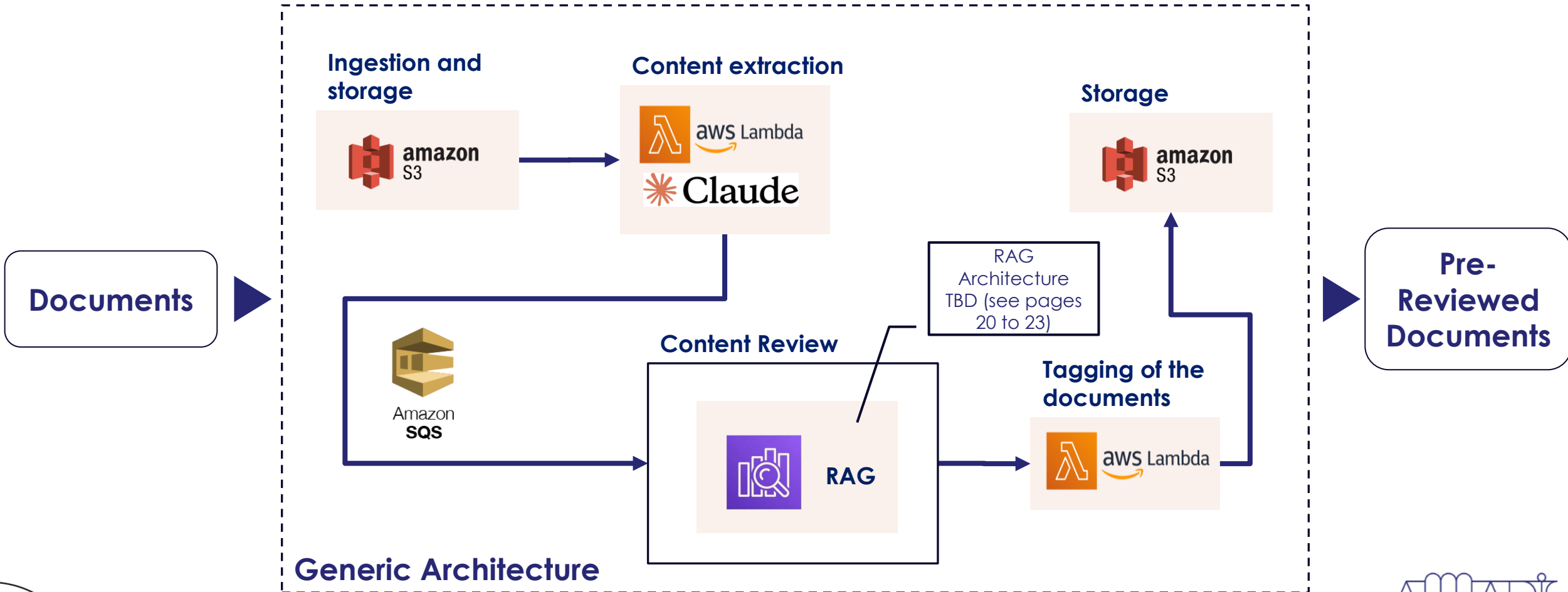
04

Technical Proposition



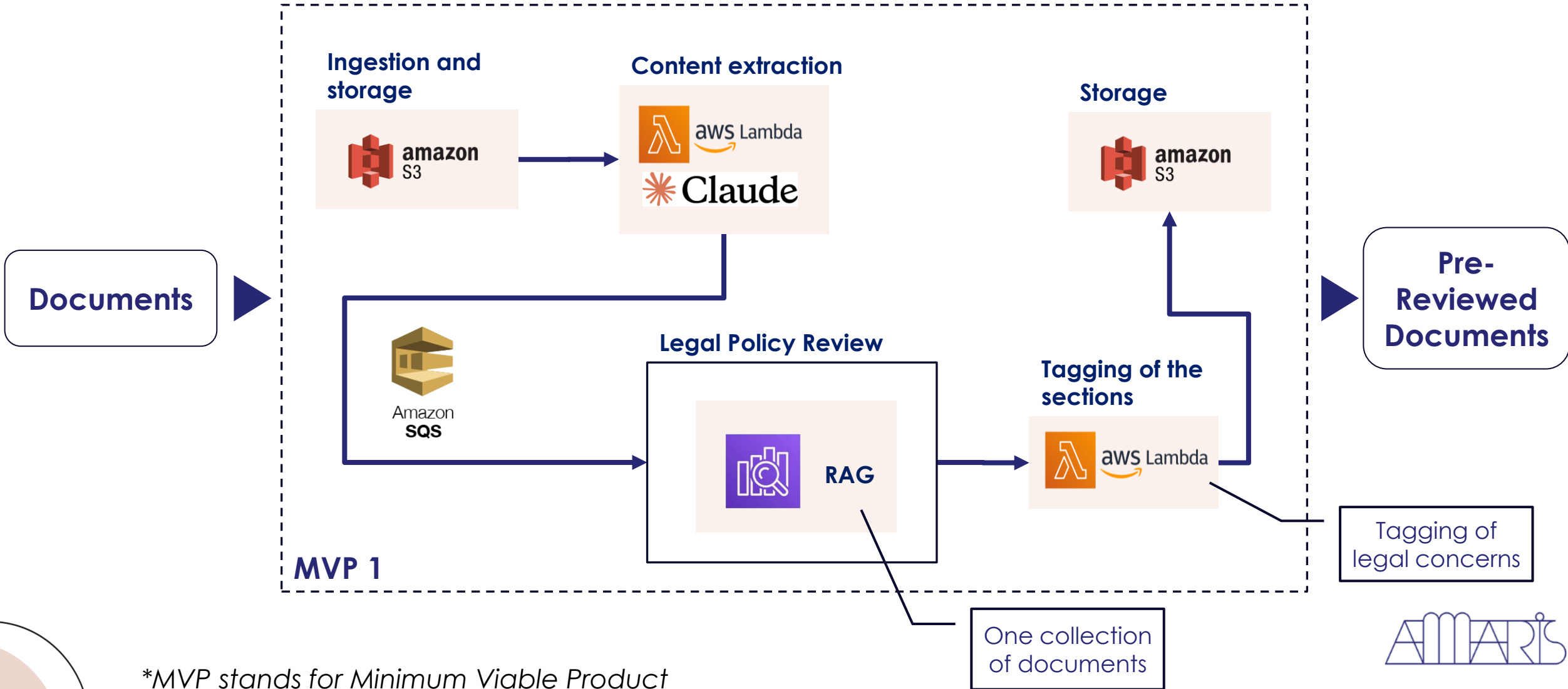
The proposed architecture relies on AWS Services and Infrastructures

Amaris' Document Review Pipeline – Generic technical workflow



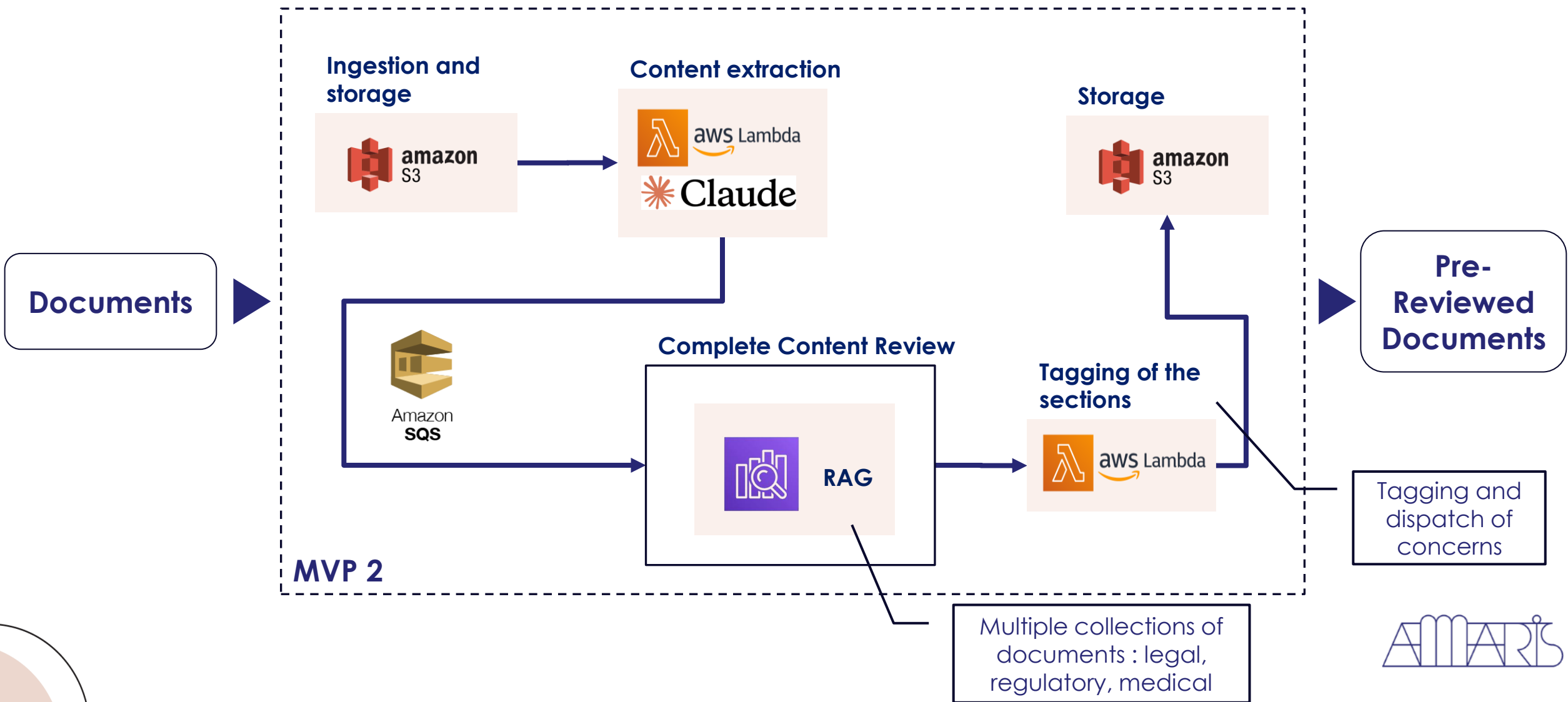
MVP* 1 includes one collection of vectorized documents to automate the legal review

Amaris' Document Review Pipeline



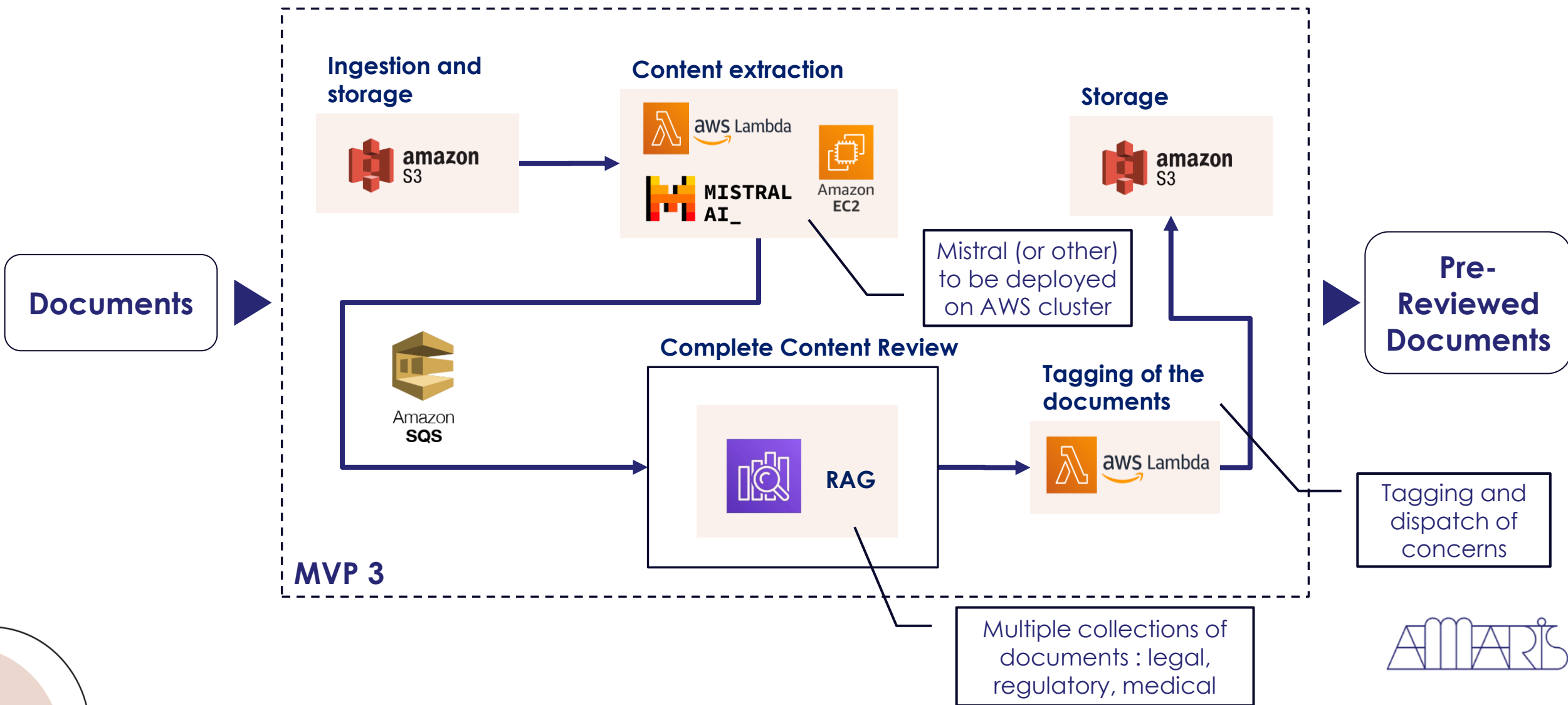
MVP 2 offers multiple collections of vectorized documents and allocates 'concerns' to the appropriate assignee

Amaris' Document Review Pipeline



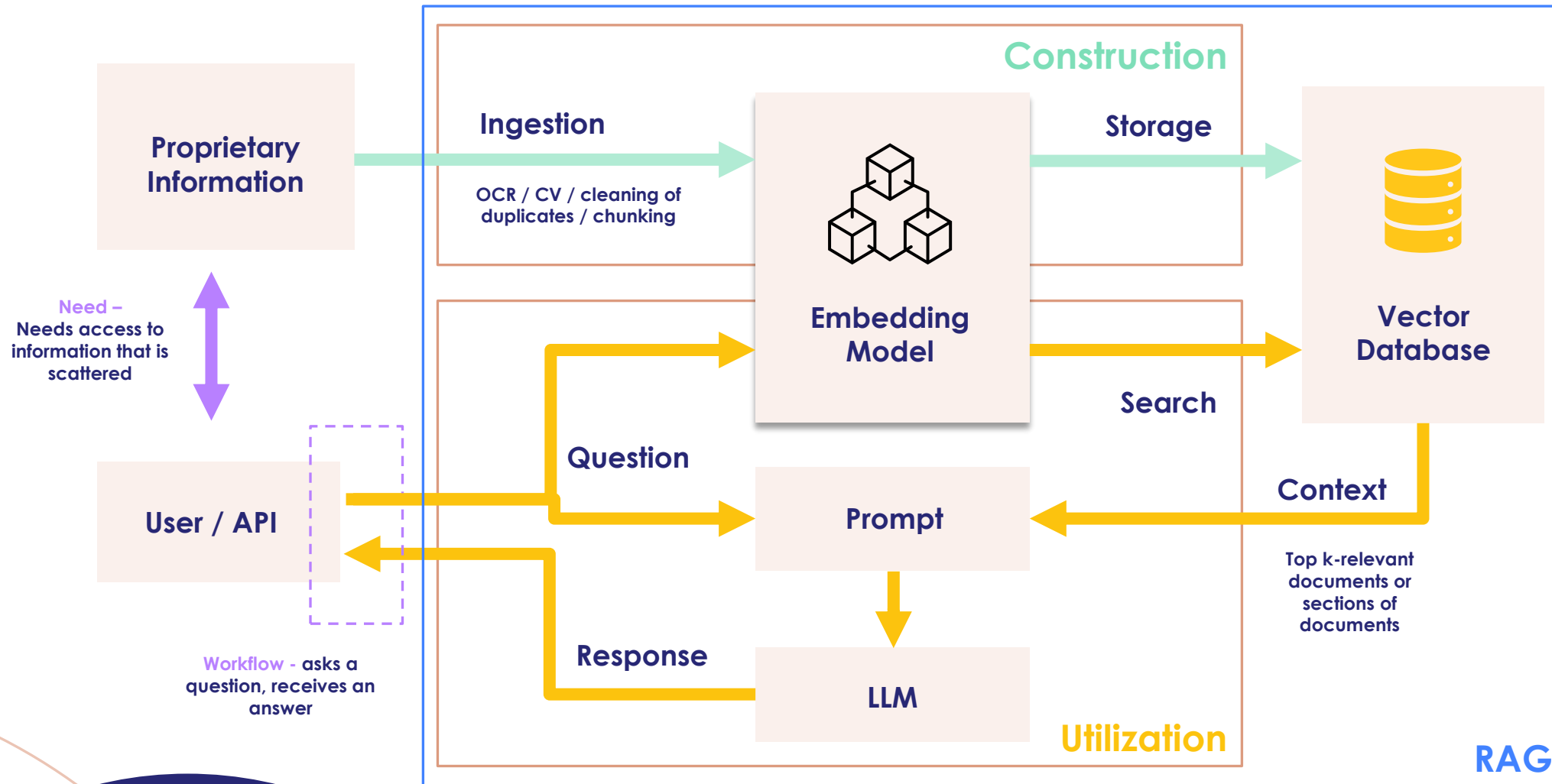
MVP 3 supports the deployment of a proprietary LLM for utilization cost optimization

Amaris' Document Review Pipeline



Focus On the RAG Structure

RAG systems facilitate precise access to proprietary information for user or applications



Construction step –
Consists of building a vector database to index documents based on their content

Retrieval step -
Consists of finding the information that relates to the question. Based on the semantic of the question, the RAG searches the Vector DB using the same embedding model.

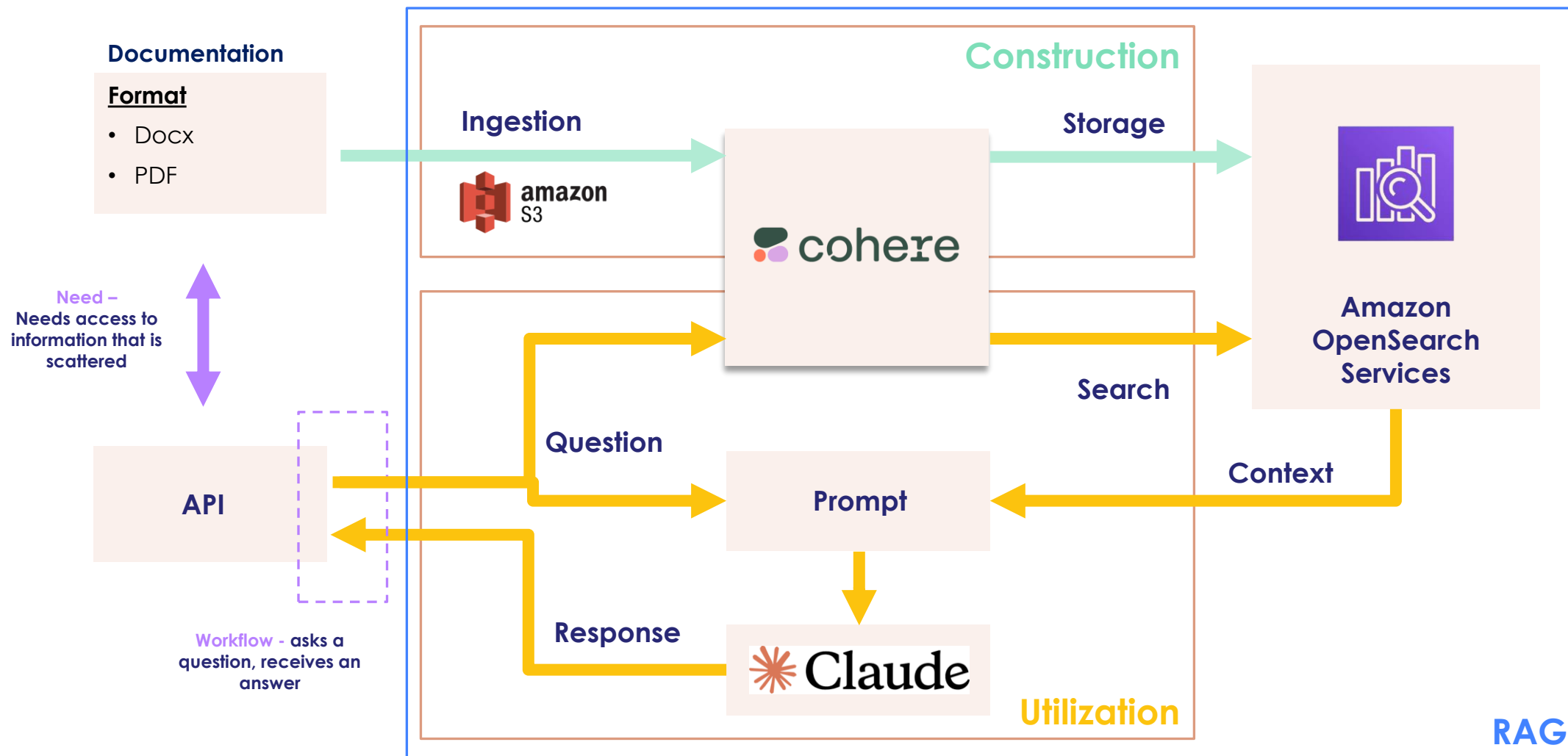
Prompting step –
Consists of merging the original question with the newly retrieved informal context to create a prompt that is served to the LLM model.

Formulation step –
The LLM formulate a sensible response to the user using the internal knowledge stored in the vector DB.



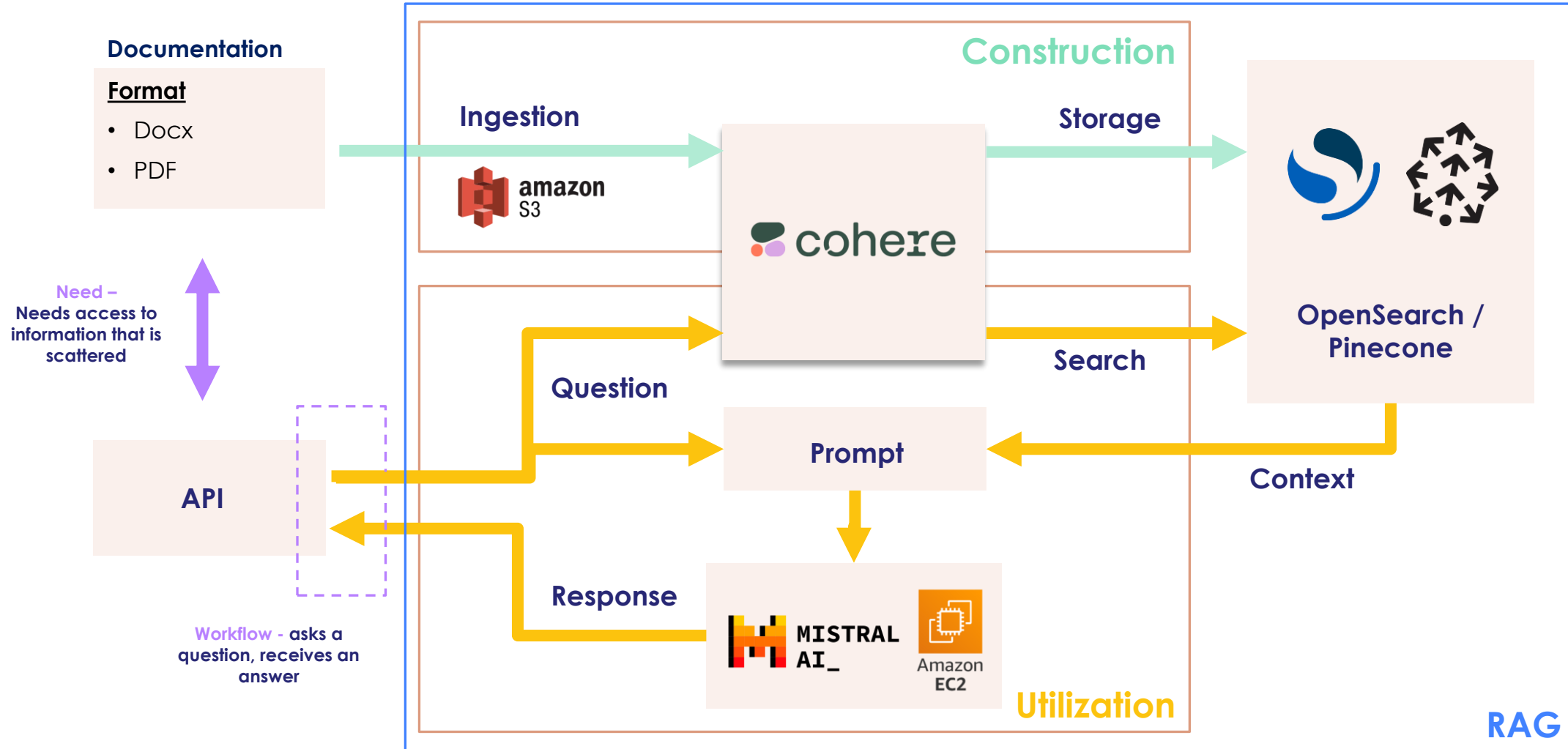
RAG architecture using managed services

Amaris RAG Solution as API



End-to-end deployment of the RAG API

Amaris RAG Solution as API



Summary For The Deliverables

MVP 1

- Complete workflow
 - Extraction, tagging, allocation, review
- Single vector database
 - No collection
 - Only legal
- Embedding model
 - Cohere Multilingual
- Vector Database
 - Amazon OpenSearch Service
- LLM
 - Claude 3.5

MVP 2

- Complete workflow
 - Extraction, tagging, allocation, review
- **Vector database with 3 collections**
 - **Legal, Regulator, and medical**
 - **Dispatch with highlights**
- Embedding model
 - Cohere Multilingual
- **Vector Database**
 - **Opensearch / Pinecone**
- LLM
 - Claude 3.5

MVP 3

- Complete workflow
 - Extraction, tagging, allocation, review
- **Vector database with 3 collections**
 - **Legal, Regulatory, and medical**
 - **Dispatch with highlights**
- Embedding model
 - Cohere Multilingual
- **Vector Database**
 - **Opensearch / Pinecone**
- **LLM tailored**
 - **Mistral custom on VM**

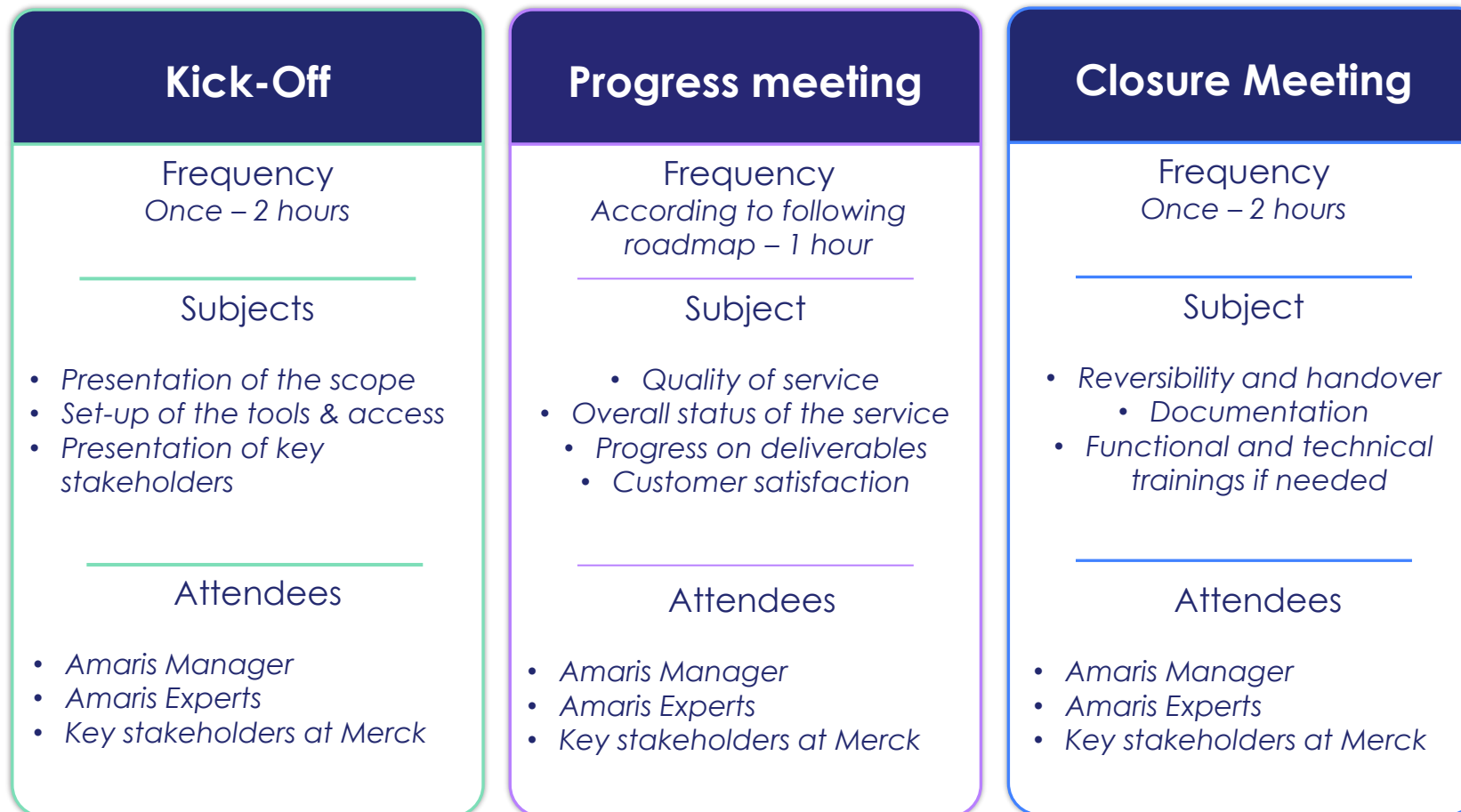


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Project organization

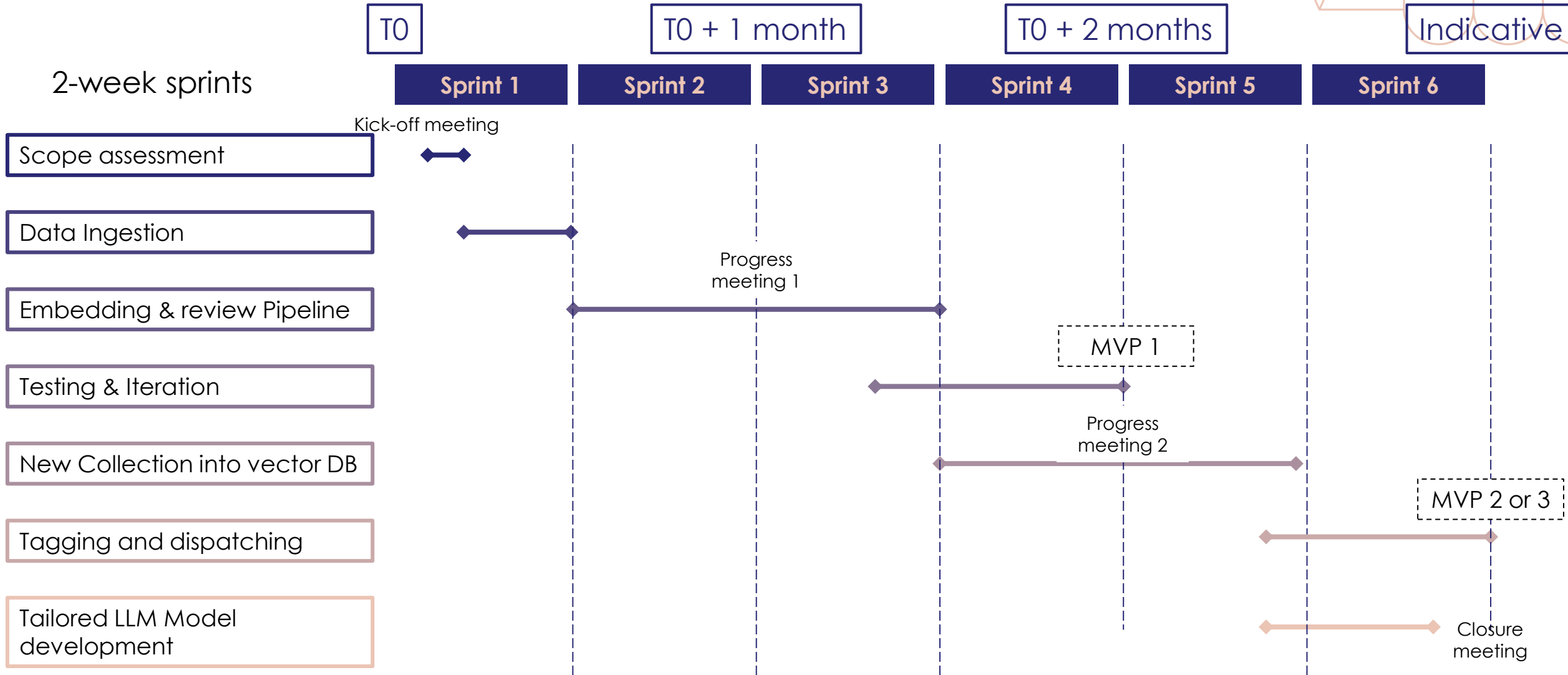
Governance

To ensure constant communication and clear pathway through the service, Amaris proposes a light governance with touch-point with Merck to ensure the right scope and actions to take.



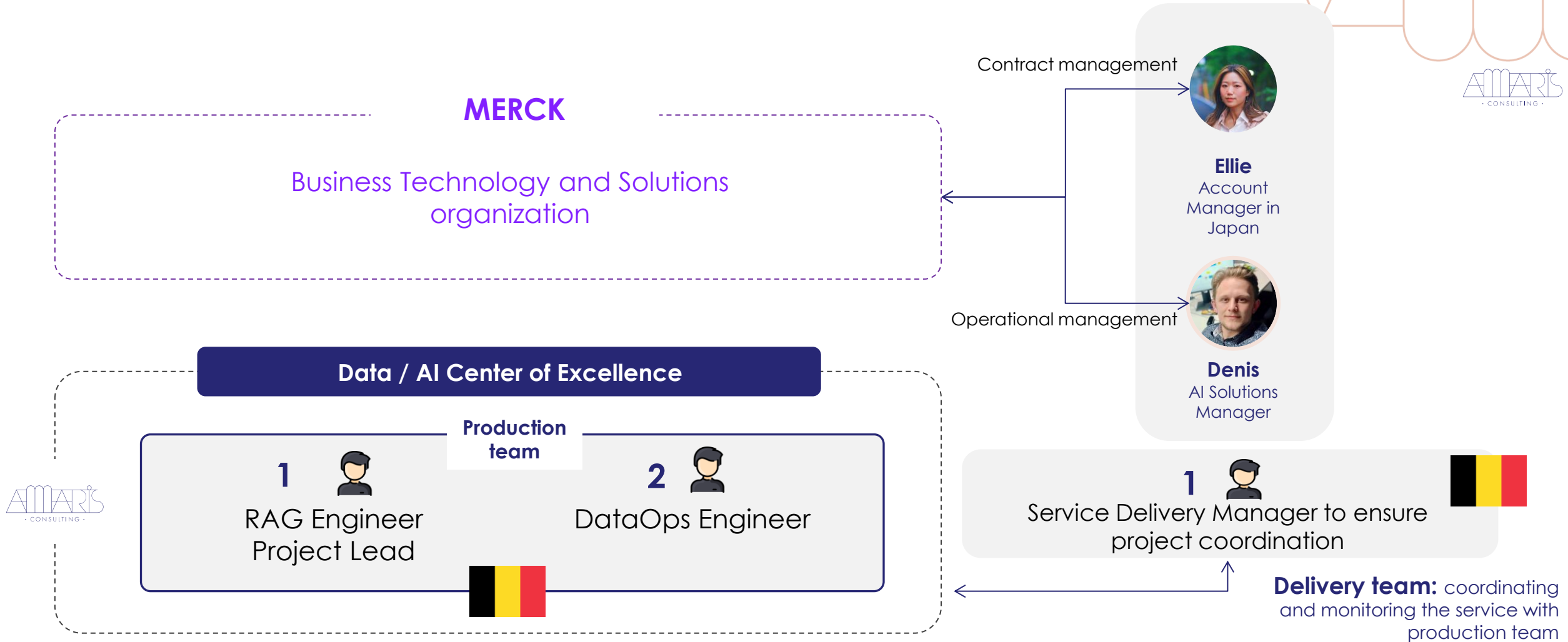
Project Roadmap- Estimated timeline

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MVP 1 can be considered a step before incremental improvement.
MVP 2 and 3 involve architecture choices, hence are exclusive options.

Team Structure



Please note that Amaris can consider a local Project Lead in Japan if necessary to be in proximity to Merck

A Deployment in 4 Stages



- Conduct functional assessment
- Conduct technical assessment
- Identify key stakeholders
- Define business rules
- Outline project objectives and scope

- Set up infrastructure
- Implement data ingestion pipeline
- Develop data parser
- Configure data storage solutions

- Develop processing chain
- Implement data tagging mechanisms
- Validate data accuracy and consistency
- Optimize data processing workflows
- Conduct document review

- Deployment
- Distribution
- Ensure scalability
- Monitor performance

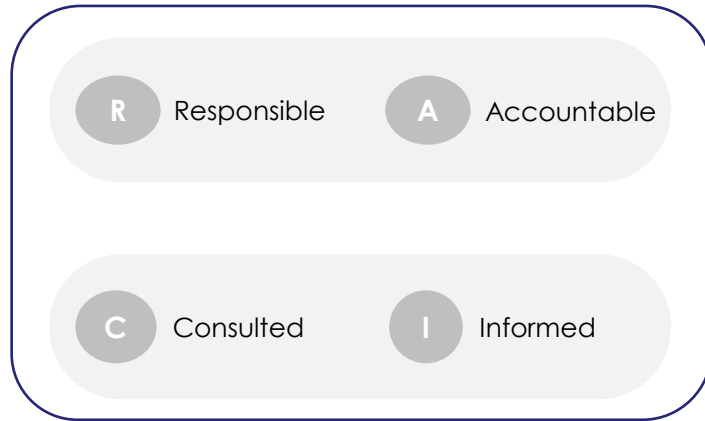
Documentation and versioning to ensure **follow-up, takeover, security, and compliance.**

Prerequisites on Merck's Side

To ensure the smooth run of the project, Amaris requires some key elements from Merck, listed below, that need to be met prior to the kick-off meeting:

- Determine whether the LLM should be deployed on a server or on AWS Bedrock.
- Ensure access to the AWS tenant.
- Ensure access to AWS Bedrock and AWS SageMaker services
- Establish appropriate IAM roles for S3 bucket access and related resources.
- Provision access to either AWS Lambda or EC2 instances as required..
- Define and provide the initial set of business rules for the review process.
- Gather validation of both parties at the end of the workshop

Responsibility Matrix and Validation Process for Merck



	AMARIS	Merck
Tasks		
Framing & Prerequisites		
Define functional and technical scope	RC	A
Confirm dependencies and related applications	C	RA
Participate in the scoping meeting	R	AC
Validate all prerequisites	CI	RA
Subscribe to Azure licenses and grant access to Amaris	C	RA
Grant SSO access to Amaris		
Grant access to the data and additional sources	A	RC
Development		
Participate in alignment meetings	R	AC
Provide all deliverables in the selected scope (see page 24)	R	AC
Design the acceptance criteria for the deliverables	R	AC
Participate in regular review meetings with production team for Japanese support and validation (<i>assumption 1 hour per week</i>)	CI	RA
Test & Validation		
Organize UAT sessions	R	AC
Participate in UATs	R	AC
Validate the UATs	CI	RA
Documentation & Warranty		
Produce the necessary documentation (see page 24)	R	AC
Write the functional specification of an incident	C	RA
Implement the correction	RA	CI
Test and validate the correction	R	AC

Validation Process for Deliverables

- For each deliverable, Amaris will submit the deliverable to Merck for validation. Merck has 5 days to comment and give all feedbacks to Amaris in one time.
- In case there are feedbacks and comments, Amaris will take them into account and correct the documentation. After the correction of the documentation by Amaris, accordingly to Merck's comments. A review meeting is planned to present the final deliverable to Merck, to sign the UAT. Then, Amaris will invoice the deliverable.
- Beyond the period of 5 days without any feedbacks from Merck, Amaris will consider the deliverable validated by Merck and will invoice it.



06

Financial Proposal

Financial Modalities

The service is run under a commitment of results

- The solution will be delivered according to a fixed price.
- The currency of invoicing will be Japanese Yen (JPY).
- The currency exchange rate is 1 EUR = 163 JPY according to European Central Bank on the average rate of the last 3 months, based on August 30th 2024.
- Prices may be adapted if a variation of more than 10% is observed on the markets, upon discussion between Merck and Amaris.
- All prices mentioned are excluding VAT.
- Amaris will invoice based on an invoicing schedule. Once the invoice sent, Merck has 30 (thirty) calendar days to pay the invoice.
- There is no penalties in this service. The deliverable will be based on a fixed price.

Financial Offer for the 3 Product Options



MVP 1

11,989,000 JPY excl Tax

Equivalent EUR

73,550 EUR

MVP 2

15,420,000 JPY excl Tax

Equivalent EUR

94,600 EUR

MVP 3

16,822,000 JPY excl Tax

Equivalent EUR

103,200 EUR

The currency exchange rate is 1 EUR = 163 JPY according to European Central Bank on the average rate of the last 3 months, based on August 30th 2024. Prices may be adapted if a variation of more than 10% is observed on the markets, upon discussion between Merck and Amaris.

Proposition for price for this solution is according to current assumptions for each product.



Invoicing Schedule

- Amaris proposes the following invoicing schedule.
- At invoice reception, Merck has 30 (thirty) calendar days to address the payment.

Milestone	Deliverable	% of invoicing (price depends on the option taken by Merck)
Kick-off meeting	Kick- off meeting report	30%
First progress meeting (end of 1st month)	User test acceptance signed by Merck (according to validation process on page 26)	20%
Closure meeting – after validation of deliverables	Final UAT signed by Merck	50%

Financial Proposal

Environmental Impact

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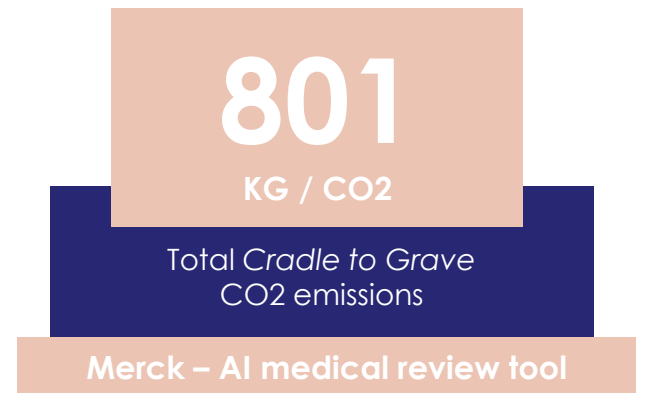
At Amaris Consulting, we believe in being transparent and responsible about our environmental footprint. As part of our commitment to sustainability and environmental stewardship, **we are sharing our current impact and our ongoing efforts to reduce it.**

For this project, **Amaris identified that the total Cradle to Grave CO2 emissions reaches 801 kg for MVP 1, 1189kg for MVP 2 and 1256 kg for MVP 3.** This figure represents the total greenhouse gas emissions associated with the development of the AI medical review tool, **from the start to the end of the project.**

Amaris has been carrying out its carbon footprint assessment, on scopes 1, 2 and 3, since 2019 following the GHG protocol. This carbon footprint, carried out at the level of **the Mantu group, was certified ISO 14064-1** in 2022. Based on the information collected for the carbon footprint, **Amaris has developed a calculator to carry out the GHG inventory of a service provided for our clients.**

This product lifecycle GHG emissions inventory calculates total emissions from cradle to grave. We rely on the **ISO 14044** standard (audit of our tool planned for H1 2024). Thus, we integrate:

The administrative and corporate context: offices (AC, lighting, heating, waste, etc.); functions of corporate personnel (Finance, HR, etc.) and the use of goods and services
Preparation of the service: travel of the sales team, fleet of professional vehicles, business trip of the sales team, travel of consultants - Use of the service: Use of computers, business trips of consultants during the project.



Thank you

7.1 OBJECT

Unless otherwise provided by a specific written and signed agreement between the Parties, the provision of services by AMARIS shall be governed by these General Conditions of Services (hereinafter referred to as the "GCS"), AMARIS' proposal and/or the purchase order.

The start, payment and/or the operation of services implies the full and entire acceptance of these GCS. As a consequence, any additional and/or different general and/or special purchasing terms and/or conditions that have not been expressly agreed in writing by AMARIS, will not apply.

7.2. AMARIS' OBLIGATIONS

AMARIS represents and warrants that it has the adequate qualifications, means and competent personnel to perform the Services ordered by the CLIENT. AMARIS shall deploy its best efforts to perform the Services ordered by the CLIENT, in compliance with the present GCS.

AMARIS undertakes to:

- Carry out its obligations under these GCS as defined in the proposal with recognized professional standards within the field of [engineering and consulting];
- All services shall be compliant with the specifications mentioned in the AMARIS' proposal and/or purchase order and shall respect the applicable regulations.
- Provide the CLIENT with the documents and information deemed necessary for the proper performance of its Services.
- Pay its personnel and keep their social security coverage up. AMARIS' obligations shall be limited to the scope of work as described in the Proposal.

7.3. OBLIGATIONS OF THE CLIENT

The CLIENT undertakes to collaborate efficiently with AMARIS for the delivery of Services within these CGS and to provide any information and documents deemed necessary for the execution of the Services or that could have an incidence on the good performance of the Services. The CLIENT warrants and is responsible of the accuracy, precision and completeness of information it has provided to AMARIS. The Client shall have to pay for services provided fully or partially by AMARIS following incorrect or incomplete information, and/or lack thereof, provided by AMARIS. Also, in the case of late delivery and/or late start of a service independent of AMARIS' actions, the Client will have to compensate AMARIS for the expenses incurred.

The CLIENT agrees to take into account AMARIS' advice and warnings regarding the Services, to sign the monthly reports every month and to make the payment relating to the Services within the periods set out in article "7.2 Payment". Notwithstanding the above, when services are provided at the Client's place or at any other location than the headquarters of AMARIS, the Client will have to ensure compliance measures according to all applicable health and safety regulations are set in place. It is also the Client's obligation to inform and, where necessary, train the personnel as to the health and safety protocols and regulations to follow.

The Client, within 5 days after consignment of the deliverables, shall inspect said deliverables and inform AMARIS if the deliverables have been accepted or if the deliverables present any non-conformities. In the Client does not reply within the above-mentioned delay, the deliverables shall be considered accepted with no objections.

7.4. PERSONNEL INVOLVED IN THE PROVISION OF THE SERVICES

In the framework of the execution of the Services, AMARIS shall at all times be considered as and remain the sole employer and hierarchical authority of persons assigned to the performance of the Services. Where necessary, AMARIS ensures the replacement of personnel in order to guarantee the continuity of the work, as well as the administrative, accounting and social management, even when the execution of the Services takes place in the CLIENT's facilities. The CLIENT shall abstain from all interference that may hinder this employer/employee relationship.

7.5. PERIOD AND PLACE OF EXECUTION

The Services ordered by the CLIENT shall be provided in the time frame and in the location defined and agreed upon between the Parties in the proposal or purchase order. The services start from the moment AMARIS accepts the purchase order.

7.6. FEES & PAYMENT

The fees to be paid by the CLIENT for the services and deliverables shall be agreed to and defined in AMARIS' proposal. Fees are stated exclusive of any tax which shall be added in accordance with the applicable laws at the moment the invoice is issued. Fees are stated exclusive of any other levies, duty or similar charge for which AMARIS may be responsible for in the country of the Client. Any such levies, duties and charges shall be borne by the Client.

The fees specified in the proposal are valid for 12 months. After this period, the price will be automatically increased according to the index mentioned in the proposal.

Invoices are issued and sent by AMARIS to the CLIENT's address after the consignment of the services and deliverables. Prior to the execution of the services and deliverables, the CLIENT shall communicate all information in order for AMARIS to be able to correctly issue the invoices. Invoices are payable within thirty (30) days from the date of issue of the invoice, by bank transfer to the bank account mentioned in each invoice, unless the commercial offer states otherwise.

If the CLIENT fails to pay on time, late payment penalties shall be applicable equivalent to three times the legal interest current rate established by the European Central Bank + 40 Euros for recovery fees.

In case the CLIENT fails to pay within thirty (30) days from the issuance of the invoice and notwithstanding the recovery measures that could be implemented, AMARIS will impose on the CLIENT the payment in full of all amounts owed the latter, without prejudice to AMARIS right to terminate the contract in accordance with article « 13. Execution and termination of the Agreement ».

7.7. INTELLECTUAL PROPERTY RIGHTS

The CLIENT becomes the owner of intellectual and industrial property rights related to the documents, studies, projects, software, etc. developed and implemented within the scope of this agreement, provided that AMARIS may retain copies of said documents. The transfer of propriety is progressive and subject to the full payment of the invoices by the Client and operates during the provision of the Services. AMARIS remains the sole owner of all processes and know-how, including but not limited to any work papers, work products, statements, documents and materials pre-existing, used or created in connection to the services. If necessary for the performance of the services, AMARIS grants to the CLIENT a non-transferable and non-exclusive right of use.

7.8. LIABILITY

AMARIS shall not be liable for any indirect or consequential loss, (both of which include, without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) under these GCS.

The overall aggregate liabilities of AMARIS under these CGS for any cause whatsoever and regardless of the form of action, whether in contract or in tort, including negligence, will never exceed the equivalent of the amount of the relevant Purchase order.

In particular AMARIS shall not be held responsible or liable in case of loss of or damage to programs, files, data, etc. during the carrying out of the Services under this CGS, the Client having to secure such programs, files, data, by whatever means prior to any of the AMARIS' intervention.

AMARIS cannot be liable for any damage caused by or due to the intervention of third parties, and in particular, damage caused by the product of services of any third party.



To the fullest extent permitted by law, each party shall defend, indemnify and hold harmless the other party, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the respective party for whose acts, errors, mistakes, omissions, work, services, or professional services the respective party may be legally liable in the performance of this contract. Each parties duty to hold harmless and indemnify the other shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of these GCS by each party. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. However, the liability of AMARIS shall in no case exceed the amounts covered by its insurance.

7.9. INSURANCE

AMARIS and each of its affiliates are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of AMARIS believes to be prudent and customary in the businesses in which AMARIS and its affiliates are engaged. Neither AMARIS nor any such affiliate has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a material adverse effect. Upon written request, AMARIS will provide to the Client true and correct copies of all policies relating to directors' and officers' liability coverage, errors and omissions coverage, and commercial general liability coverage. The liability of AMARIS shall in no case exceed the amounts covered by its insurance.

7.10. NON-SOLICITATION

The CLIENT shall not solicit, directly or indirectly, the employment of, or the hiring for their own Service or in any other business, without the prior written consent of the other Party, any employee or associate of AMARIS. This obligation shall be effective during the term of this Agreement and shall expire one (1) year after the expiration or earlier termination of the Agreement. Should the CLIENT not respect this obligation, AMARIS shall be in right to request one (1) year of the concerned employee's gross salary, calculated on the basis of his final earnings or six (6) months' invoicing, if the staff member is a freelance.

7.11. FORCE MAJEURE

AMARIS shall not be liable for any failure or delay in performing any obligation under this Agreement, when such failure or delay is due to an event of Force Majeure. The term "Force Majeure" will be defined as any and all events which are unforeseeable, unavoidable and external; and which prevents AMARIS from executing its obligations. In the event of an incident of Force Majeure, AMARIS shall inform as soon as possible the other Party, and shall use reasonable efforts to avoid or minimize the consequences arising from the event.

Should the Force Majeure persist for a period of more than one (1) month, the present Agreement may be terminated by either Party with no compensation due from any sides.

7.12.TERMINATION OF THE AGREEMENT

If either Party fails to observe, perform, or otherwise breaches any of its obligations under this Agreement, the other Party shall be entitled to give to the defaulting Party, written notice specifying the nature of the default and requiring it to cure such default. If such default is not cured within thirty (30) days after receipt of notice, the notifying Party shall be entitled to terminate the Agreement without prejudice to its right to seek damages and any and all remedies at law or equity.

7.13. WARRANTY

AMARIS warrants that it will provide all Services & Deliverables required in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals providing the same or similar Services & Deliverables, under the same or similar circumstances. To this end, AMARIS will promptly take any necessary corrective, measures, or revisions to resolve any errors and omissions on the part of AMARIS during the term of this Agreement and for an additional term if such term is agreed in the commercial offer or other applicable documents. The warranty will extend to and bind AMARIS's subcontractors, if any.

The warranty shall not apply if the Deliverables are not used according to their intended use at the moment of the signature of the agreement or if the Client has made any modification to the Deliverables. The Client shall have the obligation to inform immediately AMARIS about any non-conformities that might arise. Within the limits of the law the warranties prescribed here shall be the only warranties applicable.

7.14. CONFIDENTIALITY

The Parties undertake to maintain the confidentiality from third Party of all non-public information communicated by the other Party under this Agreement, right from the start up to a maximum of three (3) years after the termination of the last Service. For this purpose, the Parties undertake to use the same degree of care and the same measures as it would use for its own information of same nature and to ensure that each of its employees, agents or subcontractors who has access to Confidential Information refrain from disclosing it. "Confidential Information" shall mean all oral and/or written information, non-public, which has been designated as confidential. The Parties agree that information shall not be deemed Confidential Information, where such information is or becomes publicly known through no wrongful act of the Receiving Party; is already known to the Receiving Party, having been disclosed to the Receiving Party by a third Party without such third Party having an obligation of confidentiality to the disclosing Party; or is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

7.15. INDEPENDENCE OF PARTIES

Each Party recognizes and declares that they will act as an independent Contractor and not as an agent of the other Party, and neither will have the authority to bind the other. Neither Party may make commitments in the name of or on behalf of the other. Each party retains sole responsibility for its own actions, allegations, commitments, Services and personnel. In the light of this, nothing contained in this Agreement shall be deemed to create a joint venture, partnership or other business relationship or entity of any kind, or an obligation to form any such relationship or entity between the Parties.

7.16. MISCELLANEOUS

Any notices or communications shall be given in writing and shall be delivered by registered letter with acknowledgment of receipt addressed to the representatives of the Parties, at the correspondence address exchanged before the execution of the Services.

AMARIS shall be able to assign, transfer and subcontract its rights, in whole or in part, to third Parties under this Agreement. Such relationship shall be submitted to the present Agreement or to the Amendment where applicable.

If any of the provisions of this Agreement is held by a court of competent jurisdiction to be contrary to applicable law, invalid, or unenforceable for any reason, the Parties agree that the remaining provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Parties shall come together and negotiate a new, valid clause that approximates it as closely as possible in its legal or commercial objective.

The fact, for one of the Parties not to take advantage of any breach of the obligations aimed in the Agreement by the other party, shall not be construed as a waiver either of such provisions or any other provision hereof or a continuing waiver. The headings in this Agreement are provided for convenience and clarity only and will not affect its construction or interpretation. They shall not be used to limit or restrict the scope or application of the General Conditions of Services, article, or provision thereof.

This Agreement shall be governed in all respects solely by the laws where AMARIS' registered office is located. Any claim or dispute arising out of the implementation of, or in connection with this Agreement shall be settled through good faith negotiations. In the event that no settlement of the dispute can be reached through friendly consultation, the Parties acknowledge and agree that the dispute should be submitted to the court where AMARIS' registered office is located, notwithstanding plurality of respondent or a guaranteed appeal, whatever their legal basis may be.

7.17. DIVERSITY AND INCLUSION

AMARIS is dedicated to promoting Diversity and Inclusion (D&I) in the workplace in order to advocate equality of opportunity. Various aspects of D&I are implemented in the lifecycle of all employees, from recruitment, training, engagement, the promotion process and retaining them within the organization. We encourage supply chain partners to share these values through:

- Endorsement of D&I initiatives by the top management,
- Develop an inclusive work environment to harness a culture of open-mindedness, innovation, and antidiscrimination,
- Demonstrate transparency by measuring demographic data of employees and/or establishing D&I targets to answer lack of diversity (e.g.: women representation in management positions, representation of local population in recruitment, etc.).

In the case where any of the topics mentioned above are promoted or implemented in your organization, we encourage further cooperation by setting common goals. If there are any ways that your organization would like to collaborate with AMARIS in further improving D&I, increase the diversity of our employees, feel free to contact us PositivelyImpact@mantu.com to begin a discussion.

