

Master Professional Services Agreement

This master professional services agreement ("Agreement") is between Abbott Diabetes Care Inc. a Delaware corporation with a place of business at 1420 Harbor Bay Parkway, Suite 290, Alameda, CA 94502, on behalf of itself and any other entity that directly or indirectly through one or more intermediaries, controls, is controlled, or is under common control with Abbott Diabetes Care Inc. (collectively "Abbott") and Datacom Southeast Asia (M) Sdn Bhd ("Datacom") with its principal place of business at Level 3, 1 Tech Park, Jalan Tanjung Bandar Utama, 47800 Petaling Jaya Selangor, Malaysia. Abbott desires to retain Datacom to provide professional services based upon the following terms and conditions:

1. **Definitions.** Unless otherwise defined, capitalized terms have the meaning set forth below.
 - 1.1 "Acceptance Criteria" means the acceptance criteria set forth in the applicable statement of work ("SOW").
 - 1.2 "Affiliate" of a Party hereto means any entity that controls, is controlled by, or is under common control with such Party. For purposes of this definition, a Party shall be deemed to control another entity if it owns or controls, directly or indirectly, more than fifty percent (50%) of the voting equity of the other entity (or other comparable ownership interest for an entity other than a corporation).
 - 1.3 "Confidential Information" means any and all information provided to Datacom by Abbott (including its parent and Affiliate(s)) or which it otherwise gains access during the course of its performance under this Agreement, regardless of whether such information is labeled or otherwise identified as being confidential. Without limiting the generality of the foregoing, Confidential Information shall include Abbott's (including its parent's and Affiliate's) product plans, designs, schematics, development know-how, trade secrets, techniques, processes, procedures, algorithms, formulae, costs, prices, finances, marketing plans, business opportunities, research, contracts, consumer/patient personal information and customer information. Confidential Information shall not include data or information which (i) was in the public domain at the time it was disclosed or falls within the public domain, except through the fault of Datacom; (ii) was known to Datacom at the time of disclosure without an obligation of confidentiality, as evidenced by Datacom's written records; (iii) was disclosed after written approval of Abbott; or (iv) becomes known to Datacom from a source other than Abbott without an obligation of confidentiality.
 - 1.4 "Deliverables" means the activities, design, development, testing, integration, implementation, including, but not limited to, providing any services, related results or product of the work, as agreed upon by the parties and set forth in the SOW.

- 1.5 "Effective Date" means the commencement date of this Agreement as set out in Section 6.1.
- 1.6 "Intellectual Property Rights" means any and all Patents, trademarks, copyrights, trade secrets, Know-How, moral rights and any other intellectual property rights arising by operation of law, contract, license or otherwise.
- 1.7 "Know-How" means any proprietary technology, information, methods of use, processes, techniques, ideas or innovations other than Patents.
- 1.8 "Milestones" means the dates that Datacom has to complete certain Deliverables as set forth in the applicable SOW.
- 1.9 "Minimum Headcount" means the minimum number of full-time employees of Datacom engaged in providing the Services in accordance with this Agreement.
- 1.10 "Patents" means issued patents, patent applications, continuations, continuation-in-parts, divisions, reexaminations, reissues, and any foreign counterparts thereof.
- 1.11 "Specifications" means the functional and technical requirements of the Deliverables mutually agreed upon by the parties and set forth in the SOW.
- 1.12 "Services" means the services specified in Exhibit A (Statement of Work).
2. **Services.** Abbott is entering into this Agreement in consideration of and in reliance upon the talent, skill, expertise and experience of Datacom in performing the Services. Datacom's provision of the Services shall include, without limitation, the Deliverables set forth in each SOW executed by the parties, a sample of which is attached hereto as Exhibit A. Each SOW shall set forth: (i) scope of work with a detailed explanation of the Services to be provided; (ii) list of applicable documents to be incorporated into the SOW; (iii) performance requirements and Deliverables; (iv) set-up work and details of work; (v) schedule for the work including Milestones; (vi) Acceptance Criteria with Key Performance Indicators; (vii) location of Services; (viii) records retention; (ix) Abbott's and Datacom's contacts; (x) price and payment schedule; (xi) change management; (xii) duration and (xiii) a reference to this Agreement. In each instance Datacom shall provide the Deliverables hereunder only upon Abbott's request and only after such SOW has been approved by Abbott in writing in the form of a fully executed SOW. In the event the terms of any SOW are inconsistent with or are in conflict with the terms of this Agreement, the terms of this Agreement shall control.
3. **Contacts.** Datacom's contact during the term of the Agreement shall be Abbott Purchasing, Linda Salvador. In addition, as set forth in Section 2 above, each party shall designate a project contact in each SOW.

4. Compensation.

- 4.1 In consideration for Datacom's provision of the Services hereunder, Abbott shall pay Datacom in accordance with the fees set forth in the applicable SOW. In no event shall the fees for a particular SOW exceed the amount set forth in that SOW, unless agreed in writing by the parties. Each SOW shall specify whether the Services are to be provided on a fixed price or a time-and-material basis and what extra expenses, if any, are to be reimbursed by Abbott.
- 4.2 Datacom's rates for the Services provided on an hourly basis are set forth in Exhibit A of this Agreement. These rates shall not be increased during the initial twenty-four (24) months of this Agreement. Thereafter, Datacom may reasonably increase its hourly rates upon sixty (60) days' prior written notice to Abbott, but it shall not increase its rates more than once in any twenty-four (24) month period and each such increase shall not exceed the lesser of the average percentage of the local consumer price index published for the year or 2% of previous years pricing. In addition, Datacom shall provide Abbott with a discount/rebate based upon total annual payment made by Abbott to Datacom for the Services provided under this Agreement. Such discounts/rebates shall be set forth in Exhibit C.
- 4.3 Payments shall be made within forty-five (45) days of Abbott's receipt of a documented, correct and undisputed invoice detailing the Services rendered by Datacom. In the event the Services under any SOW are provided on a time-and-material basis, a copy of Datacom personnel's time slip setting forth the date(s) and time(s) for work, and the detailed breakdowns of monthly call volume per country and the corresponding cost allocation per country, shall accompany each invoice submitted. If upon written notice to Abbott, Abbott fails to pay Datacom an amount payable by it in accordance with this Section by the day it is due for payment and payable, and does not make payment within thirty (30) days after Datacom provides written notice reasonably detailing such failure, Datacom reserves the right without prejudice to any other rights Datacom may have, to (i) suspend the provision of Services; and/or (ii) terminate the Agreement in accordance with Section 6.3.1.
- 4.4 Datacom must guarantee that the Minimum Headcount is assigned for the performance of the Services throughout the term of this Agreement. The Minimum Headcount is 19:

- 1 Operations Manager,
- 2 Team Leaders
- 7 Call Agents covering Australia and Philippines (English/Tagalog)
- 4 Call Agents covering China, Taiwan, Hong Kong, Singapore (Mandarin/Cantonese/Minanese)
- 2 Call Agents covering India and Singapore (Hindi/English)
- 3 Call Agents covering Japan (Japanese)

The Minimum Headcount may be adjusted by the agreement in writing of both parties.

- 4.5 All invoices submitted by Datacom shall set forth the following information:
- (a) SOW and contract numbers;
 - (b) Abbott's purchase order number;
 - (c) Datacom's project manager's name; and
 - (d) The amount being billed.

Datacom shall submit all of Datacom's invoices for each SOW to the Abbott contact designated in the relevant SOW.

- 4.6 Datacom shall maintain, at no additional charge to Abbott, in accordance with US generally accepted accounting principles, and complete accurate records related to: i) amounts billed to and payments made by Abbott hereunder and ii) expenses incurred on behalf of and reimbursed by Abbott hereunder. Datacom shall provide Abbott supporting documentation concerning any disputed invoice or payment within thirty (30) days after Abbott advises Datacom of a dispute. Payments made under this Agreement shall be subject to final adjustment as determined by such review. Datacom shall retain such records for a period of six (6) years from the expiration of this Agreement or the length of time as may be required by any federal, state or local law, ordinance or regulation, whichever is longer.
- 4.7 In the event of early termination of the Agreement, Abbott shall pay Datacom for the Services actually performed through the effective date of termination, and shall pay Datacom for any and all travel, lodging and out-of-pocket expenses incurred by Datacom in accordance with the SOW and approved by Abbott through the date of termination. In no event shall such amount exceed the amount that would have been payable to Datacom, had the SOW not been terminated. Notwithstanding the foregoing, in the event such termination is due to a breach by Datacom, Abbott shall only pay for the Services received and accepted by Abbott prior to the date of termination.

5. **Review and Delivery of Reports.** Without limiting any additional reporting requirements set forth in a SOW, during the term of this Agreement, Datacom shall be available for telephone and/or in-person consultation to Abbott as is reasonable and necessary to keep Abbott advised of the progress of the work for each SOW. In addition, Datacom shall provide the designated project contact with a weekly written status report.

6. **Term and Termination.**

- 6.1 The term of this Agreement shall commence on 1st January 2013, i.e., the "Effective Date," and expire on 31st December 2014, unless terminated sooner by either party pursuant to Section 6. Thereafter, Abbott shall have the option, exercisable in its sole discretion, to

renew this Agreement for up to three (3) successive terms of two (2) years each on the same terms and conditions as contained in this Agreement (except for this sub-section). Abbott shall notify Datacom of its intent to renew this Agreement.

6.2 Abbott may suspend all or any portion of the Services associated with an SOW without cause, upon twenty-four (24) hours prior written notice to Datacom. Datacom will resume the suspended work within three (3) days of receipt of written notice that the suspension has been lifted by Abbott.

6.3 Except for the continuing obligations set forth in Section 19.16 ("Survival"), either party may terminate this Agreement or any SOW or any part thereof as follows:

6.3.1 upon written notice to the defaulting party, if the defaulting party fails to perform any material term of this Agreement and does not cure such failure within thirty (30) days after the non defaulting party provides notice reasonably detailing such failure;

6.3.2 upon written notice if the other party becomes the subject of a voluntary petition in bankruptcy or any similar proceeding relating to insolvency, receivership or reorganization and if such petition or proceeding is not dismissed within sixty (60) days of filing. If such proceeding is involuntary and is contested in good faith, this Agreement shall terminate only after the passage of one hundred twenty (120) days without the dismissal of such proceeding.

6.3.3 immediately in the event of a statutory, judicial, regulatory or administrative ruling or interpretation by the U.S. Food and Drug Administration ("FDA") or any other governmental or regulatory authority which makes it impossible or commercially impracticable to continue a SOW as determined in Abbott's sole discretion.

6.3.4 Notwithstanding to Section 6.3.3 Abbott may terminate this Agreement or a particular SOW without cause and without compensation upon giving ninety (90) days prior written notice to Datacom.

6.4 Termination or expiration of this Agreement shall not affect any rights or obligations, which have accrued prior thereto in connection herewith.

6.5 If the term of any SOW extends beyond the termination or expiration date of this Agreement, the applicable terms and conditions of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration date.

7. **Acceptance Procedures.** Abbott will have a period of fifteen (15) business days ("Acceptance Period") beginning on the date Abbott receives the Deliverable to examine the Deliverable and to determine whether it is in accordance with the

applicable requirements, Specifications and Acceptance Criteria specified in the applicable SOW. During the Acceptance Period, Abbott shall either: (a) notify Datacom of its acceptance of the Deliverable ("Notice of Acceptance"); or (b) provide Datacom with notice of any defects that cause the Deliverable not to be in substantial accordance with the requirements, performance specifications and Acceptance Criteria. Datacom shall use its best efforts to cure any defects described in such notification within ten (10) business days of receipt of Abbott's notice. Upon receipt of the corrected Deliverable, Abbott shall have a new Acceptance Period to retest the Deliverable to determine whether Datacom has cured the defects listed in Abbott's notice. In the event the Deliverable is not cured within this time period, Abbott, at its sole discretion, shall either extend the cure period for such defective Deliverable or terminate the SOW and receive a refund of all payments made for such SOW. A Deliverable shall be deemed to have been accepted if Abbott has not provided notice of defects to Datacom within the Acceptance Period. The date of acceptance shall be the date that Abbott provides a Notice of Acceptance to Datacom or, in the case of deemed acceptance, on the date that the applicable Acceptance Period expires.

8. **Scheduling.** A SOW will indicate deadlines for achieving specified Milestones. If Datacom fails (or appears likely to fail) to meet a deadline for any reason not attributable to Abbott, Datacom shall immediately notify Abbott and shall provide additional persons or other resources, as requested by Abbott and at no additional charge to Abbott, to complete the task(s) involved in as timely a manner as possible.

9. **Warranties.**

- 9.1 Datacom warrants and represents that it shall perform all Services in a good, professional and workmanlike manner using reasonable skill and care. Datacom warrants and represents that on the date of Abbott's acceptance of the Deliverables provided under this Agreement, such Deliverables will materially conform to the requirements set forth in the project specific SOW.
- 9.2 Datacom warrants and represents that as of the Effective Date it is not a party to any contract with any third party, which prohibits Datacom from performing its obligations under this Agreement and/or limits Datacom's ability to fulfill the terms of this Agreement.
- 9.3 Datacom warrants and represents that the Deliverables provided hereunder shall not violate or infringe upon any patent, copyright, trademark, trade secret, or other intellectual property right of any third party.
- 9.4 Datacom warrants and represents that at time of delivery to Abbott, no Deliverables will contain any computer virus or other similar harmful, malicious or hidden program, code or data.
- 9.5 Datacom warrants and represents that it shall comply with (i) all applicable federal, state and local laws, regulations and guidelines, including but not limited to all applicable federal, state and local tax

laws and regulations, and shall obtain any licenses, permits or registrations necessary for Datacom to be able to provide the Deliverables, which shall include but is not limited to all privacy laws, regulations and guidelines and hereby agrees to the terms set forth in the Abbott Privacy and Security Addendum attached hereto as Exhibit D; and (ii) Abbott business policies and security requirements while on Abbott's premises.

- 9.6 Datacom warrants and represents that the Deliverables shall be delivered free from any security interest or other lien or encumbrance.
- 9.7 Datacom will ensure that it adopts appropriate technical and organizational measures to protect consumer/patient personal information against accidental or unlawful destruction or accidental loss or damage, alteration, unauthorized disclosure or access and against all other unauthorized or unlawful forms of use as required by any applicable privacy law.
- 9.8 Datacom will collect and process consumer/patient personal information solely as described in the applicable SOW and will not use such data further for any other purpose or in any other manner except where such further use is required by any applicable law, regulation, or governmental authority.
- 9.9 Datacom warrants and represents that all personnel, employees, agents, consultants and independent contractors providing Deliverables under this Agreement shall execute the Worker Responsibility and Confidentiality Agreement set forth in Exhibit B.

10. Confidential Information.

- 10.1 Abbott retains all right, title and interest in its Confidential Information. During the term of this Agreement and for a period of seven (7) years thereafter, Datacom shall not (i) disclose to any third party any Confidential Information or (ii) use the Confidential Information for any purpose not specified in this Agreement. Datacom agrees to notify Abbott promptly of any unauthorized disclosure of the Confidential Information and to assist Abbott in remedying any such unauthorized disclosure. Datacom agrees that all persons having access to the Confidential Information under this Agreement will abide by the confidentiality obligations and sign the worker responsibility and confidentiality agreement in the form of Exhibit B attached to this Agreement. Nothing in this Agreement shall be construed to restrict the parties from disclosing Confidential Information as required by law or court order or other governmental order or request, provided in each case the party requested to make such disclosure shall timely inform the other party and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, the disclosing party shall permit the other party to attempt to limit such disclosure by appropriate legal means.

- 10.2 Datacom shall not (i) disclose to Abbott any information which is confidential and/or proprietary to a third party without first obtaining the written consent of both such third party and Abbott or (ii) use Confidential Information for any purpose other than that indicated in this Agreement without Abbott's prior written approval.
- 10.3 To the extent that, in the course of providing Deliverables hereunder, it is required that Datacom contact Abbott competitors or customers for Datacom to provide the Deliverables hereunder, Datacom shall first obtain approval from Abbott's business project owners or leads regarding the nature and extent of such contact.
- 10.4 In performing the Services, Datacom will collect, retain, disclose or otherwise process individually identifiable health information or information identifying or, in combination with other information, identifiable to living individuals ("Personal Data"). Datacom agrees to collect and process Personal Data solely as described in the applicable Statement of Work and not use such Personal Data further for any other purpose or in any other manner except where such further use is required by applicable, regulation or governmental authority. Further, Datacom agrees to abide by all applicable data protection and privacy laws while performing the Services, and will afford Personal Data all the protections applicable to Confidential Information as set forth in this Agreement. Datacom will maintain appropriate safeguards to ensure the confidentiality and security of the Personal Data and promptly inform Abbott about any unauthorized or unintentional access to or disclosure of Personal Data ("Security Breach"), including the timing and nature of the Security Breach, and provide all reasonable assistance to remedy the Security Breach. Where applicable data protection laws require the parties to enter into additional agreements or undertakings, including international data transfer agreements, Datacom will undertake to ensure that all necessary agreements are implemented and in place. This provision will survive termination or expiration of this Agreement.
- 10.5 Upon completion of Datacom's Services under this Agreement, or the termination or expiration of this Agreement, Datacom shall ensure the return to Abbott of all Confidential Information, data and materials including but not limited to computer hardware and software, marketing and sales data, customer lists, consumer/patient information, points of contact, financial data, project lists, training materials, detail bags, reports, memoranda, notes, plans, and all other data owned by Abbott, regardless of the method of storage or retrieval, which were provided to Datacom by Abbott, or developed by Datacom as a result of Datacom's Services hereunder.

11. **Ownership.**

- 11.1 **Abbott.** Title to and ownership of any and all Deliverables (whether copyrightable or not), inventions, discoveries and

innovations, documents, materials, software (including source code), and information, directly and/or proximately conceived or developed by Datacom in connection with its Services hereunder and any improved, updated, upgraded, modified, customized or additional parts thereof, and all Intellectual Property Rights embodied therein, shall at all times remain the property of Abbott (separately and collectively, "Work Product") and Datacom hereby irrevocably assigns to Abbott any and all right, title or interest it may have in the same. To the extent Datacom cannot assign to Abbott any right, title and interest in and to the same, Datacom grants to Abbott an exclusive, perpetual, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicenses) to utilize such non-assignable rights, title and interest. To the extent Datacom cannot assign or license to Abbott any such right, title or interest to Abbott, Datacom irrevocably waives and agrees never to assert a claim against Abbott for such non assignable and non licensable right, title and interest.

Work Product shall be promptly disclosed to Abbott and shall not be copied, reproduced or otherwise used by Datacom except as permitted in this Agreement or in writing by Abbott. At Abbott's request and expense, Datacom shall execute such documents and take such other steps as Abbott deems necessary or appropriate to obtain, vest, confirm or record ownership of all right, title and interest in the foregoing in Abbott's name, including without limitation patent, trademark and copyright ownership. If any copyright exists in any work of authorship representing Work Product, such work shall be deemed, to the extent legally permitted, as a work made for hire or commissioned work.

- 11.2 **Datacom.** Title to and ownership of materials previously developed or copyrighted by Datacom and not originated or developed under this Agreement ("Pre-Existing Materials") shall at all times remain the property of Datacom and/or its licensors. If any Work Product includes Pre-Existing Materials, Datacom shall provide written notice thereof at the time such Work Product is delivered or transferred to Abbott and Datacom grants to Abbott a nonexclusive, perpetual, royalty-free, irrevocable, worldwide license to use, copy and distribute such Pre-Existing Materials as incorporated in the Work Product.

12. **Indemnification.**

- 12.1 **Datacom Indemnity.** Datacom agrees to indemnify, defend and hold Abbott and its Affiliates and their respective employees, directors, officers and agents harmless against any claim, liability, damages, losses, judgment, and other expense (including but not limited to reasonable attorney's fees and court costs) ("Liability") arising out of or resulting from any third party claims made or proceedings brought against Abbott to the extent such Liability arises in the execution or performance of this Agreement and/or results from Datacom's 1) negligence or willful misconduct, or 2) breach of this Agreement.

- 12.2 **Requirements.** To receive the indemnities set forth in this Agreement, Abbott shall promptly notify Datacom in writing of a claim or suit and shall provide reasonable cooperation (at Datacom's expense). No settlement or compromise shall be binding on a party hereto without its prior written consent, which consent shall not be unreasonably withheld.

13. **Intellectual Property Indemnification.**

- 13.1 **Datacom Indemnity.** Datacom agrees to indemnify, defend and hold Abbott and its Affiliates and their respective employees, directors, officers and agents harmless against any claim, liability, damages, losses, judgment, and other expense (including but not limited to reasonable attorney's fees and court costs) awarded against Abbott by a court of competent jurisdiction pursuant to a final judgment in favor of the owner of any patent, copyright, trademark, or trade secret, as a direct result of any claim of infringement of any such patent, copyright, trademark or misappropriation of any trade secret related to the Deliverables provided by Datacom under any SOW.
- 13.2 **Infringement Remedies.** In the event an infringement or misappropriation claim as described in Section 13.1 above arises, or if Datacom reasonably believes that a claim is likely to be made, Datacom, at its option and in lieu of indemnification, may: (i) modify the applicable Deliverables so that they become non-infringing but still comply with the applicable Specifications set forth in the SOW; or (ii) replace the applicable Deliverables with non-infringing functional equivalents; or (iii) obtain for Abbott the right to use such Deliverables upon commercially reasonable terms at Datacom's sole expense; or only if the three preceding remedies prove impractical or commercially impracticable, then (iv) remove the infringing or violative Deliverables and refund to Abbott the fees paid for such Deliverables that are the subject of such a claim. This Section 13 sets forth the exclusive remedy and entire liability and obligation of each party with respect to intellectual property infringement or misappropriation claims, including patent, copyright or trademark infringement claims and trade secret misappropriation.
- 13.3 **Intellectual Property Rights Exclusions.** Datacom shall have no obligation under Section 13 or other liability for any infringement or misappropriation claim resulting or alleged to result from: (i) use of the Deliverables in combination with any equipment or software not approved for use by Datacom; (ii) any claim arising from any instruction, information, design or other materials furnished by Abbott to Datacom hereunder; or (iii) Abbott's continuing the allegedly infringing activity after being notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement.

14. **Regulatory.** Upon a request by any properly authorized officer or employee of any governmental or regulatory authority, Datacom shall permit such officer or employee, at reasonable times, to have access to and copy and verify any records and reports in Datacom's possession or under Datacom's custody or control relating to the project, and shall submit such records or reports (or copies thereof) upon the said governmental or regulatory authority's request, to the said governmental or regulatory authority. Upon notification of an impending inspection by the said governmental or regulatory authority at Datacom premises, or at any project site, Datacom shall notify Abbott immediately.
15. **Debarment and Exclusion.** Datacom warrants and represents that neither Datacom, nor any of its employees or agents performing Services hereunder have ever been, are currently, or are the subject of a proceeding that could lead to Datacom or such employees, agents, or subcontractors becoming, as applicable, a Debarred Entity or Debarred Individual, an Excluded Entity or Excluded Individual, or a Convicted Entity or Convicted Individual, nor are they listed on the FDA's Disqualified/Restricted List. Service Provider further covenants, represents and warrants that if, during the term, Service Provider, or any of Service Provider's employees or agents performing Services hereunder, becomes or is the subject of a proceeding that could lead to that party becoming, as applicable, a Debarred Entity or Debarred Individual, an Excluded Entity or Excluded Individual, or a Convicted Entity or Convicted Individual, or added to FDA's Disqualified/Restricted List. Datacom shall immediately notify Abbott, and Abbott shall have the right to immediately terminate this Agreement and/or any or all Statements of Work. The provision of this paragraph regarding notice of acts occurring during the term of this Agreement shall survive termination or expiration of this Agreement. For purposes of this provision, the following definitions shall apply:
- (a) A "Debarred Individual" is an individual who has been debarred by the FDA pursuant to 21 U.S.C. §335a (a) or (b) from providing services in any capacity to a person that has an approved or pending drug product application, or an employer, employee or partner of a Debarred Individual.
 - (b) A "Debarred Entity" is (i) a corporation, partnership or association that has been debarred by the FDA pursuant to 21 U.S.C. §335a (a) or (b) from submitting or assisting in the submission of any abbreviated drug application, or (ii) an agent, subsidiary or affiliate of a Debarred Entity.
 - (c) An "Excluded Individual" or "Excluded Entity" is (i) an individual or entity, as applicable, who has been excluded, debarred, suspended or is otherwise ineligible to participate in federal health care programs such as Medicare or Medicaid by the Office of the Inspector General (OIG/HHS) of the U.S. Department of Health and Human Services; or (ii) is an individual or entity, as applicable, who has been excluded, debarred, suspended or is otherwise ineligible to participate in federal procurement and non-procurement programs, including those produced by the U.S. General Services Administration (GSA).
 - (d) A "Convicted Individual" or "Convicted Entity" is an individual or entity, as applicable, who has been convicted of a criminal offense that falls within the ambit of Title 21 of U.S.C. Section 335a(a) or Title 42 of U.S.C. Section 1320a -

7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible.

(c) "FDA's Disqualified/Restricted List" is the list of clinical investigators restricted from receiving investigational drugs, biologics, or devices if FDA has determined that the investigators have repeatedly or deliberately failed to comply with regulatory requirements for studies or have submitted false information to the study sponsor or the FDA.

(f) "FDA" is the United States Food and Drug Administration or any successor agency thereto.

16. Liability

16.1 Except as otherwise expressly stated in this Agreement, neither Party shall be liable to the other Party or any other third party for exemplary, incidental, indirect, special, punitive or consequential damages of any kind (except for third party intellectual property right(s) infringement claims), including without limitation loss of profit, loss of use, savings or revenue, arising out of this Agreement, the Services, or the relationship of Datacom and Abbott whatsoever.

16.2 The exclusions and limitations described above shall not apply where mandatory laws do not allow such exclusions or require higher limits. In such circumstances the higher limits prescribed by law shall apply.

16.3 The liability of either party under this Agreement is limited to an amount equal to the sum of three month's fees for one (1) event or One Million Dollars (\$1,000,000.00), whichever is greater.

16.4 The limits on the liabilities of each Party under Section 16.3 do not apply in relation to liability relating to:

- i) personal injury (including sickness and death); or
- ii) loss of, or damage to, tangible property.

16.5 In addition to Section 16.4, the limits on the liabilities of Datacom under Section 16.3 do not apply in relation to liability relating to:

- i) an infringement of Intellectual Property Rights;
- ii) a breach of any obligation in this Agreement or at law relating to confidentiality, security matter or privacy;
- iii) any breach of any statute, fraud or any wilfully wrong act or omission, including, in the case of Datacom, any act or omission that constitutes repudiation of this Agreement; or
- iv) a breach of Clause. 15. and 16A.
- v) Section 13 or for Datacom's breach of any provision in Exhibit D:

16A. Compliance with Law.



- 16A.1 Datacom represents and warrants that it is now in compliance, and undertakes that, in its performance of its obligations under this Agreement, it shall comply, with all applicable laws, regulations and industry codes of practice.
- 16A.2 Without limiting the generality of the foregoing, Datacom warrants and undertakes that it has not given and shall not give or offer to give, directly or indirectly, money or anything else of value to a Government Official and/or a third party for purposes of influencing any act or decision of such Government Official and/or a third party in his/her/its official capacity to secure an improper advantage, obtain or retain business or direct business to any person or away from any person. For the purposes of this Section, a "Government Official" shall include any officer, official or employee (whether elected or appointed) of a government or of any department, agency, branch or instrumentality thereof or of a government-controlled or owned entity, including a government-controlled or owned health care institution, or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or official of that party, or candidate for political office.
- 16A.3 Datacom warrants and undertakes that neither Datacom nor any owner, partner, officer, director or employee of Datacom or of any of Datacom's affiliate companies is or shall become a Government Official (as defined in Section 16A.1 above) during the term of this Agreement, without the prior written consent of Abbott.
- 16A.4 Notwithstanding anything else in this Agreement, Abbott may terminate this Agreement immediately by written notice to Datacom if it concludes, in its sole determination, that Datacom has breached this Section 16A or that such a breach is substantially likely to occur.

17. **Right to Audit.**

- 17.1 During the term of this Agreement and for a period of two (2) years thereafter, Abbott and its representatives shall have the right, at any time upon five (5) days notice, to audit and inspect the relevant records and property of Datacom to verify the accuracy of records, materials, and billing related to this Agreement and Datacom's compliance with this Agreement;
- 17.2 Datacom shall provide Abbott with access to all of Datacom's books, materials, and accounting records, and reasonable access to Datacom facilities used in connection with the provision of the Services. Abbott will comply with all reasonable security requirements of Datacom during any such audit and will furnish Datacom with a copy of its audit report upon written request.
- 17.3 Abbott will bear its own costs of conducting any such audit, inspection or test, unless an audit reveals that Datacom has overcharged Abbott by more than five percent (5%) during the period in question, in which case Datacom will promptly reimburse Abbott for its reasonable costs of conducting the audit, as well as refund the overpayment.

- 17.4 During the term of this Agreement, Abbott and its representatives shall have the right, at any time upon five (5) days notice to Datacom, to the visit Datacom's site and review and test Datacom's security measures and controls to ensure that such measures and controls are generally consistent with industry standards and to ensure compliance with all security procedures set forth in this Agreement and any applicable SOW or required by law.

17A. Business Continuity. In the event the Services are transferred from Datacom's existing site to another site as agreed by Abbott, Datacom will:

- 17A.1 Ensure that the Services continue to be performed during the transfer in accordance with current Abbott performance and quality requirements.
- 17A.2 Subject to prior review and written approval by Abbott, proactively support the transfer with actions including but not limited to:
- (a) Internal Communication: Datacom will ensure that its employees and other personnel have a clear understanding of timelines and associated implications to create transparency and trust. In addition Datacom will conduct regular and frequent communication meeting with affected personnel.
 - (b) Job Postings: Datacom will ensure that affected personnel are aware of and eligible for positions within other Datacom operations. Qualification for any new position will be contingent on the employee working until an agreed upon date on the Abbott program.
 - (c) Retention: Where appropriate, Datacom may provide a bonus based on its discretion, to personnel who remain with Datacom through a specific date to effectuate a successful transition. The amount and administration of the bonus plan will be established as part of the implementation planning process, with approval from Abbott.
 - (d) Management: Datacom will identify key management personnel and will ensure that they remain assigned to the Abbott account through successful transition to the new site, and beyond, where applicable and feasible, with approval from Abbott.
 - (e) Business Continuity: During the transition period, Datacom will perform sufficient monitoring to identify any event adversely affecting or potentially adversely affecting Datacom performing the Services in accordance with Abbott's performance or quality requirements, and will immediately report such events to Abbott.
 - (f) Communication with Abbott: Datacom will report status related to every aspect of delivery of the Services, and the transition activities sufficient for Abbott to manage the transition, and provide input to corrective or preventative actions to ensure success of the transition project.

18. Insurance.



- 18.1 Datacom shall, at its own cost and expense, obtain and thereafter maintain in full force and affect the following insurance during the term of this Agreement:
- (a) Worker's Compensation and Occupational Disease Insurance with statutory limits and Employer's Liability coverage as required by local laws.
 - (b) Automobile Liability Insurance covering all owned, non-owned and hired vehicles.
 - (c) General Liability Insurance including Professional Liability Insurance with a minimum limit of One Million United States Dollars (US\$1,000,000) per occurrence. Abbott and its subsidiaries will be named as "additional insured" under this coverage.
- 18.2 Datacom shall obtain the prior written consent of Abbott before implementing any material change or cancellation of the insurance coverage agreed upon herein.
- 18.3 Datacom may meet these Insurance requirements by using a combination of Primary Insurance and Excess / Umbrella Insurance which will be shown on Datacom's certificate of insurance.
- 18.4 Datacom shall, within fifteen (15) days from the Effective Date, furnish to Abbott a Certificate of Insurance as evidence of the insurance required pursuant to this Agreement. If a SOW or work engagement is started before the fifteen (15) day period, the Certificate of Insurance will be required prior to work being performed.

19. Miscellaneous.

- 19.1 Presentations and Publications. Datacom shall not present or publish, nor submit for publication, any work resulting from Datacom's Services without Abbott's prior written approval.
- 19.2 No Publicity. Neither party shall use the name of the other party in any publicity, advertising or announcement without the consenting party's prior written approval.
- 19.3 Headings. The headings and captions used in this Agreement are for convenience of reference only and shall not in any way affect the interpretation of the provisions of this Agreement.
- 19.4 Modification: Waiver. This Agreement and any related SOWs may not be modified or amended except by a written instrument signed by both parties. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted. The exercise of any right or remedy provided in this Agreement

shall be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited in this Agreement.

- 19.5 Notices. All notices required or permitted under this Agreement will be in writing and shall be considered as having been given if faxed with follow-up original mailed by first class mail, sent to the addresses set forth at the beginning of the Agreement or to such other addresses as may be designated in advance by a party giving written notice to the other party.
- 19.6 No Third Party Beneficiaries. This Agreement has been entered into for the sole benefit of Datacom and Abbott and in no event will any third party benefits or obligations be created thereby.
- 19.7 Counterparts. This Agreement and any SOW hereunder may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.
- 19.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, United States of America, without regard to its conflict of laws principles.
- 19.9 Independent Contractor - Consultant Relationship. Datacom's status under this Agreement is that of an independent contractor; Datacom, its agents, sub-contractors, employees and workers shall not be employees of Abbott for any purpose. All Datacom personnel shall be employees of Datacom and shall not be deemed an employee, agent, partner or joint venturer of Abbott for any purpose whatsoever. This Agreement shall not entitle Datacom, its agents, its sub-contractors, employees or workers, to participate in any benefit plan or program for employees of Abbott, and Datacom, its agents, sub-contractors, employees and workers hereby waive any and all rights they may have to participate in any such plans or programs. This Agreement specifically excludes worker's compensation coverage, and Datacom, its agents, sub-contractors, employees and workers hereby waive any and all rights they may have to be covered under Abbott's worker's compensation policies. Datacom is responsible for ensuring that all workers are paid all wages due them in accordance with applicable law.
- Neither Datacom nor any Datacom personnel shall have any authority to bind or act on behalf of Abbott.
- 19.10 Assignment. Datacom may not assign this Agreement or any interest herein, or delegate any of its duties hereunder, to any third party without Abbott's prior written consent. Any attempted assignment or delegation without such consent shall be null and void.
- 19.11 Injunctive Relief. The parties agree that injunctive relief is appropriate in enforcing the confidentiality provisions of this Agreement. In the event of any such action to construe this provision, the prevailing party will be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of suit, including reasonable attorney's fees.

- 19.12 Force Majeure. Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform. If a force majeure event occurs, the party delayed or unable to perform shall give immediate notice to the other party, and the other party may terminate the affected SOW if a force majeure event remains in effect more than thirty (30) days.
- 19.13 Subcontracting. Datacom, upon receiving Abbott's written consent, which shall not be unreasonably withheld, may enter into subcontracts to provide a portion of the Deliverables under this Agreement provided that Datacom shall remain responsible for the acts or omissions of such subcontractors as if such subcontracted activities had been performed by Datacom.
- 19.14 Severability. If any of the provisions of this Agreement is or becomes illegal, unenforceable, or invalid (in whole or in part for any reason), the remainder of this Agreement shall remain in full force and effect without being impaired or invalidated in any way.
- 19.15 Dispute Resolution. If a dispute arises between the parties, the parties will follow the alternative dispute resolution provisions provided for in **Exhibit E**.
- 19.16 Survival. The following provisions shall survive the termination or expiration of this Agreement: Sections 6.3, 6.4, 6.5, 9, 10, 11, 12, 13, 14, 15, 16, 16A and 19.
- 19.17 Records Retention. If, in any Statement of Work under this Agreement, Datacom is responsible for creating and maintaining or is responsible for accepting and retaining, from Abbott or its third party suppliers confidential data ("Data") in order to perform Services or provide Deliverables to Abbott, upon Abbott's request, Datacom shall provide Abbott with copies of any such Data that Abbott needs to maintain its regular course of business as long as Datacom has Data in its custody or control. Datacom agrees that this Data will be retained for a retention time period as specified in the applicable SOW ("Retention Period"). At the end of the Retention Period, and with written notice to Abbott, Datacom shall either return or destroy the Data, unless otherwise required by law or agreed upon by the parties.
- 19.18 Entire Agreement. This Agreement includes all attached exhibits, all of which are herein incorporated by reference. This Agreement contains the entire understanding of the parties with respect to the matters herein contained and supersedes all previous agreements. This Agreement may be modified only by written agreement signed by the parties.
- 19.19 Service Site Changes. During the term of this Agreement, the Services shall be performed by Service Provider at a site that is approved by Abbott or wherever Service Provider may relocate Services; provided, however, Service Provider must give at least one hundred eighty (180) days' prior written notice to Abbott of any proposed site relocation and bear any costs, whether incurred by Abbott or Service Provider associated

with such site relocation, including, but not limited to, costs related to Abbott's internal personnel who facilitate such relocation. Service Provider's new facility shall be subject to a new and separate assessment by Abbott quality assurance personnel, which may include an audit. Only upon written notice of approval from Abbott may Service Provider relocate the Services to another Service Provider facility.

20. **Quality Compliance.**

- 20.1 Abbott and Company shall execute a mutually acceptable Quality Agreement regarding the activities under this Agreement within ninety (90) days after full execution of this Agreement. If the aforementioned Quality Agreement is not executed within such time period, Abbott may at its sole option extend the deadline or immediately terminate this Agreement without penalty. A breach of the Quality Agreement shall constitute a material breach of this Agreement.
- 20.2 Company must qualify under Abbott's requirements as an "Approved Supplier" in order to provide Services against Abbott purchase orders per the terms of this Agreement. Abbott will perform an initial qualification audit and maintenance audits approximately every Two (2) years thereafter. During an audit, if nonconformities are found that require corrective action / preventive action, Company will respond to Corrective & Preventive Action Requests in a timely fashion. Unless otherwise specified, written response shall be provided within Twenty (20) business days from the date of the notification letter. If a response cannot be provided within the timeframe required, then Company will contact Abbott Supplier Quality Assurance ("SQA") to request an extension, which may be granted at SQA's sole discretion, but which will not be unreasonably withheld. SQA will monitor Company's investigation, root cause determination and implementation activities, and will be Company's point of contact with regard to remedial actions, including providing additional information as needed, and final review and approval of Company's remediation activities. If Company fails or elects not to complete any remedial actions within a reasonable period of time (which will not be more than Sixty (60) days, or a timeframe agreed to with SQA), then Abbott's sole and exclusive remedy will be to terminate this Agreement in accordance with the provisions of Section 6.
- 20.3 Company hereby agrees to provide prior notification to Abbott of any changes to the standard operating procedures, equipment, location of site, and suppliers/subcontractors thereof directly affecting Services provided for Abbott. Notification shall be provided not less than Three (3) months prior to the implementation of such changes or at the earliest date possible when conditions not in Company's control preclude this from happening. Notification of such changes shall be communicated in writing via the Abbott Supplier Change Request Form (DOC00638). It is understood that Abbott is not required to accept any such changes without first evaluating the change, determining the effect of the change, and establishing the conformity of the change with Abbott requirements. No such changes shall be made without prior written consent from Abbott. If Company plans to relocate facilities, an initial qualification audit and periodic audits thereafter will be performed at the new site.

If the foregoing is acceptable, please sign and date both originals and return one to Abbott Diabetes Care Inc.

AGREED AND ACCEPTED:

Abbott Diabetes Care Inc.

By: [Signature]
Printed Name: Robert B. Ford
Title: VP, Global Commercial Ops
Date: 01/30/2013

By: [Signature]
Witness Name: Linda Salvador
Title: Senior Manager, Purchasing
Date: 01 FEB 13

Datacom Southeast Asia (M) Sdn Bhd

By: [Signature]
Printed Name: Micah Riddell
Title: SM
Date: 30/01/13

By: [Signature]
Witness Name: Brian Hoffmann
Title: SM
Date: 30/01/13

**EXHIBIT A
FORM OF STATEMENT OF WORK**

Statement of Work

Date: _____

SOW # _____

This Statement of Work is issued under the Master Professional Services Agreement, dated as of _____ (the "Agreement") between Datacom Southeast Asia (M) Sdn. Bhd. ("Datacom") and Abbott Laboratories (Malaysia) Sdn. Bhd. ("Abbott"). This Statement of Work, as amended, modified, or supplemented, includes the terms and conditions of the Agreement, which are incorporated by this reference.

1. Scope of Work

Define "why" this project is required

Define "what" is required

State whether the work involves Research Services or Design & Development Services.

Records provided for Research Services do not need to conform to FDA's Design Control requirements, but must include a description of the work, identification of the materials and personnel involved, and describe with specificity the results of tests and experimentation.

Records provided for Design and Development Services must comply with FDA's Design Control requirements at 21 C.F.R. § 820.30

Indicate if this is a fixed price or time and materials SOW. In the event this is a time and materials SOW, specify a not to exceed amount in Section 9.

2. List of Applicable Documents

List all government or commercial standards

List other documents relevant to providing the Deliverables

3. **Performance Requirements and Deliverables**
Abbott's and Service Provider's performance specifications
Service Provider hereby agrees to comply with all applicable federal, state and local tax laws.
4. **Responsibilities**
Identify Abbott's and Service Provider's responsibilities and timelines
5. **Estimated Schedule**
6. **Acceptance Criteria**
The Deliverables will conform to the requirements set forth in this SOW.
7. **Location of Services:**
8. **Project Contacts:**
 Abbott:
 Service Provider:
9. **Price and Payment:** [may be reflected as a table as set forth directly below at "Deliverable Payment Schedule"]
 Price
 Incentives
 Disincentives
 Payment Schedule

Deliverable Payment Schedule. For [Stage 1] of the Services, Service Provider will invoice Abbott on the following payment schedule:

Invoice Reference	Related Milestones (as defined in Section ____ of this SOW)	Amount (USD)	Invoice Date
	#		
	#		
	#		
Total			End

10. **Change Management.**
 The scope change request process will be the vehicle for communicating change. Either Party may initiate a change request. Both Parties must review the proposed change and either approve or reject such change in writing prior to proceeding with any change to this SOW. Only the following individuals are authorized to make and/or approve changes.

Service Provider:

Abbott:

11. **Reviewed and Approved.** This SOW has been reviewed and approved for content, charges and expenses by the following Abbott representative:

ABBOTT DIVISIONAL OWNER

By: _____
Printed Name: _____
Date: _____

12. **Agreement to SOW.**

While the signatures of the Abbott Divisional Owner and Abbott Purchasing on this Statement of Work signify acceptance of the descriptions, charges and expenses, the legal commitment of funds from Abbott for this project or program are only conveyed by the issuance of a Purchase Order. Signatures on this Statement of Work do not authorize the commencement of chargeable work towards this project or program. Service Provider agrees to commence chargeable work only after a Purchase Order is issued for the project or program.

This Statement of Work and our existing Agreement, form the basis for our agreement. Please memorialize Service Provider's acceptance of the terms and conditions of this SOW by having an authorized representative sign below.

AGREED AND ACCEPTED:

Abbott Diabetes Care Inc.

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Witness Name: _____
Title: _____
Date: _____

Datacom Southeast Asia (M) Sdn Bhd

By: Micah Riddell
Printed Name: [Signature]
Title: GM
Date: 30/01/13

By: [Signature]
Witness Name: Avaan Hottman
Title: GM
Date: 30/01/13

EXHIBIT B

WORKER RESPONSIBILITY AND CONFIDENTIALITY AGREEMENT

During times that my employer Datacom Southeast Asia (M) Sdn. Bhd. ("Datacom"), assigns me to perform work for at Abbott Diabetes Care Inc. ("Abbott"), I may have access to confidential and/or proprietary information of Abbott including but not limited to sales, marketing, financial, manufacturing, personnel, research, scientific, technical, production, and computer systems information or documentation ("Confidential Information").

I agree to hold in confidence all Confidential Information, which may come to my attention, and not to disclose such information to any third party nor to use such information for my own or anyone else's benefit at any time. I further agree to notify Abbott immediately of any inadvertent access to any such information by third parties while it is in my possession. Such agreement of confidentiality shall not apply to:

- (a) Information developed by me outside the terms of this Agreement and independent of any knowledge gained from Abbott;
- (b) Information in the public domain or which comes into the public domain through no fault of mine; and
- (c) Information disclosed to me by third parties not under any duty to Abbott not to disclose.

Any and all inventions, discoveries and innovations, documents, materials, software (including source code), information and deliverables (whether copyrightable or not), directly and proximately conceived or developed as a result of or in connection with services I perform while assigned to work at Abbott shall be promptly disclosed to Abbott and shall be the sole property of Abbott. At Abbott's request and expense, I shall execute such documents and take such other steps as Abbott deems necessary or appropriate to obtain, vest, confirm or record ownership of all right, title and interest in the foregoing in Abbott's name, including without limitation patent, trademark and copyright ownership.

I acknowledge that I shall not be an employee of Abbott for any purpose. This Agreement shall not entitle me to participate in any benefit plan or program for employees of Abbott, and I hereby waive any and all rights I may have to participate in any such plans or programs. I am not entitled to worker's compensation coverage by Abbott, and I hereby waive any and all rights I may have to be covered under Abbott's worker's compensation policies.

I shall not remove any items from Abbott's facilities in order to provide Deliverables to Abbott or for any other reason without the prior written consent of Abbott Manager and completion of a Receipt.

If the foregoing terms and conditions are acceptable, please sign and date both originals of this Agreement and return one (1) fully-executed original to Abbott.

Signature of - Consultant

Printed Name of - Consultant

Title

Date

EXHIBIT C HOURLY RATES & VOLUME DISCOUNTS/REBATES

(FTE) means full-time equivalent. FTE is a unit that indicates the workload of an employed person in a way that makes workloads comparable across various contexts. The number of FTEs is calculated by dividing the total number of hours worked by the number of hours in a year (2080 hours).

Site Location Address		Total Fee Estimate (contract execution through implementation)		Justification/Cost-breakdown					
1. Start-up/Implementation Costs (if applicable - list here)		2022-23		Pass-through costs from suppliers to establish lines					
Inbound Telco setup									
2. ON-GOING SERVICES		ADC Dedicated Y/N	# FTEs	Hourly Production Rate	Estimated Monthly Production Hours Billed	Hourly Training Rate	Estimated Monthly Training Hours Billed	Estimated Monthly Invoice Amount	Estimated Annual Invoice Amount
Customer Service Phone Representative English	Y	7	\$14.29	153	\$14.29	7	\$10,002.41	\$192,028.90	
Customer Service Phone Representative Mandarin	Y	2	\$15.92	153	\$15.92	7	\$5,092.88	\$61,114.54	
Customer Service Phone Representative Cantonese	Y	2	\$16.07	153	\$16.07	7	\$5,142.45	\$61,709.43	
Customer Service Phone Representative Japanese	N/A	0		153		7			
Customer Service Phone Representative Korean	Y	2	\$24.42	153	\$24.42	7	\$7,612.83	\$93,753.91	
Customer Service Phone Representative Japanese	Y	3	\$22.31	153	\$22.31	7	\$10,797.83	\$128,495.21	
Customer Service Phone Representative Bahasa	Y	1	\$12.07	153	\$12.07	7	\$1,930.83	\$23,170.01	
Customer Service Phone Representative Hindi	Y	1	\$12.07	153	\$12.07	7	\$1,930.83	\$23,170.01	
Customer Service Phone Representative Urdu	Y	1	\$14.05	153	\$14.05	7	\$2,247.34	\$26,968.13	
Customer Service Phone Representative Urdu	Y	1	\$14.05	153	\$14.05	7	\$2,247.34	\$26,968.13	
Customer Service Phone Representative Urdu	N (Shared backup with)	1	\$15.39	153	\$15.39	7	\$2,462.16	\$29,545.97	
Customer Service Phone Representative Urdu	N (Shared backup with)	1	\$14.87	153	\$14.87	7	\$2,379.54	\$28,554.49	
Customer Service Phone Representative Urdu	N/A	0							
2a. Ancillary/Collateral Support	ADC Dedicated Y/N	N/A	Rate	Rental	N/A	N/A	Estimated Monthly Invoice Amount	Estimated Annual Invoice Amount	
Language Line (per month, per language)									
Singapore			\$0.010	\$10.00			\$67.34	\$808.10	
TW			\$0.068	\$68.36			\$567.16	\$7,045.93	
CN			\$0.075	\$68.36			\$636.04	\$7,632.49	
Hong Kong			\$0.010	\$10.00			\$45.84	\$550.10	
Korea			\$0.068	\$68.36			\$538.29	\$6,459.44	
Philippines			\$0.000	\$10.00			\$10.00	\$120.00	
Malaysia			\$0.000	\$10.00			\$10.00	\$120.00	
Indonesia			\$0.170	\$68.36			\$465.06	\$5,580.72	
Thailand			\$0.085	\$68.36			\$159.52	\$1,914.30	
India			\$0.260	\$68.36			\$2,385.90	\$28,630.80	
Pakistan			\$0.341	\$68.36			\$343.62	\$4,123.57	
Sri Lanka			\$0.341	\$68.36			\$1,076.13	\$12,913.57	
Australia			\$0.010	\$10.00			\$511.69	\$6,140.10	
Japan			\$0.010	\$10.00			\$131.84	\$1,582.10	
2b. Management & Resource Allocation	ADC Dedicated Y/N	# FTEs	Monthly Fee (if applicable)	Hourly Rate (if applicable)	Justification	Estimated Monthly Invoice Amount	Estimated Annual Invoice Amount		
Operations Manager	Y	1	\$4,647.54		Accountable for all contract deliverables	\$4,647.54	\$55,770.49		
Team Leader	Y	2	\$3,614.75		Dedicated roles to supervise team and provide QA/Training support	\$7,229.51	\$86,754.10		
Total # Managers/Administrators		3							
3. TOTAL COST SUMMARY (Implementation + 12 Months of On-Going Services) Bondee Below								Implementation + 12 Months Cost	
Section 1: Implementation								\$2,922.95	
Section 2a: Ancillary Collateral Support for 12 Months								\$53,613.84	
Section 2b: Management & Resource Allocation for 12 Months								\$142,524.59	
4. ENTER GRAND TOTAL COST (Implementation + 12 Months Service)								\$924,540.19	

(Additional Services, if any, such as, ongoing training, etc. offered)

5

Additional Services, Blueprints, Anying, Issues, etc. offered

\$

Proposal Comments

Prevailing USD/MYR rate of 3.05:1 used to convert all MYR costs to USD. Datacom recommend payment in MYR to avoid USD cost fluctuation as a result of forex movement
Telco estimates based on supplied volumes and handle times by country as well as 20 second duration of IVR and average 30 second queue time
Training hours include formal training, 1-1's and QA coaching
Items in section 2b are, unless called out shared resources whose cost is included in all other dedicated resource rates
All internet, telephony system and IT costs are included in the resource rates
Dedicated staff will be billed in monthly blocks of 160 hours

EXHIBIT D
ABBOTT LABORATORIES PRIVACY AND SECURITY ADDENDUM

This Abbott Laboratories Privacy and Security Addendum, together with any and all attachments hereto, (collectively this "Privacy Addendum") is attached to and becomes incorporated into the Master Services Agreement (the "Agreement").

WHEREAS Abbott and Service Provider have entered into the Agreement, and in connection with the performance of its obligations under the Agreement, Service Provider may Process Personal Information for or on behalf of Abbott; and

WHEREAS Abbott is committed to protecting the privacy of individuals, including without limitation those individuals whose Personal Information may be Processed by Service Provider for or on behalf of Abbott and Service Provider agrees to protect the privacy of such Personal Information in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual agreements contained herein and in the Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Abbott and Service Provider, intending to be legally bound, hereby agree as follows:

Section 1. Definitions.

Capitalized terms used herein shall have the meanings set forth in this Section 1 or as otherwise set forth in this Privacy Addendum or in the Agreement.

1.1 "Applicable Law" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, requirement or decision of or agreement with or by any legislative, administrative, judicial or other governmental authority.

1.2 "Data Security Breach" shall mean (i) the loss or misuse (by any means) of any Personal Information; (ii) the inadvertent, unauthorized and/or unlawful Processing, corruption, modification, sale, or rental of any Personal Information; or (iii) any other act or omission that compromises the security, confidentiality, or integrity of any Personal Information.

1.3 "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 personal information, regardless of the medium in which such information is displayed

1.4 "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 collection, recording, retention, alteration, use, disclosure, access, transfer, or destruction.

1.5 "Services" shall mean the services that Service Provider is obligated to provide (or otherwise provides) for or on behalf of Abbott pursuant to the Agreement.

Section 2. General Requirements.

2.1 Service Provider shall comply with all Applicable Laws relating to the provision of the Services, including without limitation all Applicable Laws relating to the privacy and security of Personal Information Processed by Service Provider for or on behalf of Abbott.

2.2 As between the parties, Abbott is the sole owner of all Personal Information provided by Abbott to Service Provider, or collected by Service Provider on behalf of Abbott, and Abbott has the right to direct Service Provider in connection with Service Provider's Processing of such Personal Information.

2.3 The provisions of this Privacy Addendum apply in every circumstance where Service Provider provides Services that involve the Processing of Personal Information by Service Provider for or on behalf of Abbott.

Section 3. Process of Personal Information By Service Provider. In the event Service Provider Processes Personal Information:

3.1 Service Provider shall Process Personal Information for or on behalf of Abbott solely for the purpose of providing the Services in accordance with the Agreement, and not for any other purpose, or in any other manner, unless specifically instructed by Abbott in writing to do so.

3.2 Service Provider shall comply with all Applicable Laws regarding the Processing of Personal Information for or on behalf of Abbott.

3.3 Service Provider, and its employees, contractors, and agents shall not Process any Personal Information for or on behalf of Abbott for any private purpose or any other purpose not expressly permitted in the Agreement.

3.4 Service Provider shall not create or maintain data derived from Personal Information Process for or on behalf of Abbott, except for the purpose of providing the Services in accordance with the Agreement.

Section 4. Collection of Personal Information By Service Provider. In the event Service Provider is collecting Personal Information:

4.1 Service Provider shall collect Personal Information for or on behalf of Abbott solely to the extent necessary to provide the Services in accordance with the Agreement. If the Services can be provided without collecting Personal Information, Service Provider shall not collect Personal Information in connection with the provision of the Services. Any Personal Information collected by Service Provider for or on behalf of Abbott shall be deemed to be the Confidential Information of Abbott, and Service Provider's confidentiality obligations with respect to such Personal Information shall survive the termination or expiration of the Agreement indefinitely.

4.2 In the event that it is necessary for Service Provider to collect Personal Information for or on behalf of Abbott in order to provide the Services, then Service Provider shall (i) provide notice to all persons whose Personal Information will be collected by Service Provider for or on behalf of Abbott in connection with the provision of Services, and (ii) obtain consent from each such person to collect such Personal Information as required by Applicable Law.

4.3 The Notice required herein shall inform each person whose Personal Information will be collected by Service Provider for or on behalf of Abbott of: (i) the categories of Personal Information that will be collected from such person; (ii) the fact that such Personal Information is being collected for or on behalf of Abbott; (iii) the ways in which such Personal Information may be used; (iv) the identity of any other persons or entities who may receive such Personal Information; and (v) the ways that such person may access and correct any Personal Information collected about such person by Service Provider for or on behalf of Abbott.

4.4 Service Provider shall provide the Notice required herein to each person before Personal Information is collected from such person for or on behalf of Abbott or, if not possible, as soon as practicable thereafter. The form and mechanism for providing such Notice must be in a manner approved by Abbott, taking into consideration the nature of the Services and prevailing industry standards.

Section 5. Receipt of Personal Information From Service Provider. In the event

Abbott is receiving any Personal Information from Service Provider:

5.1 Service Provider shall not provide any Personal Information to Abbott, except as necessary for Service Provider to provide the Services in accordance with the Agreement. In the event that it is necessary for Service Provider to provide any Personal Information to Abbott, Service Provider represents, warrants and covenants that, prior to providing any Personal Information to Abbott, Service Provider has:

- (i) provided notice to all persons whose Personal Information will be shared with Abbott that their Personal Information will be transmitted to Abbott; and
- (ii) obtained all necessary consents, approvals and authorizations to provide such Personal Information to Abbott.

5.2 Service Provider shall comply with all Applicable Laws relating the transmission of Personal Information from Service Provider to Abbott. Service Provider represents, warrants and covenants that it shall not violate any Applicable Law by providing Personal Information to Abbott.

Section 6. Cardholder Data. In the event Service Provider is processing credit card transactions to the extent it is in scope and set out in a SOW:

6.1 Service Provider is responsible for the protection of credit or debit card account numbers and related information of a person ("Cardholder Data") in its possession that is provided by Abbott or collected for or on behalf of Abbott. Without limitation to the foregoing, Service Provider shall, at all times, maintain compliance with the Payment Card Industry Data Security Standard ("PCI Standard"), developed and published jointly by American Express, Discover, MasterCard and Visa ("Payment Card Brands") for protecting all such Cardholder Data.

6.2 In the event of a Data Security Breach affecting Personal Information Processed by Service Provider for or on behalf of Abbott, if such Personal Information includes Cardholder Data, then in addition to complying with its other obligations contained in the Abbott Laboratories Privacy and Security Addendum, (i) Service Provider shall provide its full cooperation to Abbott, and (ii) Service Provider shall provide access to its premises, books, logs and records to a designee of the Payment Card Brands, as designated by Abbott, to the extent necessary to perform a thorough security review and to validate Service Provider's compliance with the PCI Standards.

Section 7. Processing of ex-US Personal Data. In the event Service Provider is processing any ex-US personal data at any time on behalf of Abbott, or if applicable, its affiliates:

7.1 Service Provider agrees at all times:

- (i) to collect and process Personal Information in accordance with the instructions of Abbott and no other party as set forth herein and as communicated in writing from time to time, and to respond promptly to all enquiries by Abbott regarding the processing of the Personal Information;
- (ii) to collect and process Personal Information solely for the services set forth in the Agreement and a relevant Statement of Work and in the manner specified by Abbott and not to process such data further for any other purpose or in any other manner except where such further

processing is required by any applicable law, regulation, or governmental authority;

- (iii) not to disclose or transfer Personal Information to any third party without the prior permission in writing of Abbott except where such disclosure or transfer:
 - (a) is necessary to accomplish the Services and where any third party to whom such disclosure or transfer is to be made agrees to be bound by obligations which are no less onerous than the obligations of Service Provider with regard to the processing of the Personal Information; or
 - (b) is required by any applicable law, regulation, or governmental authority in which case Service Provider will, wherever possible, notify Abbott promptly in writing prior to complying with any such request for disclosure and shall comply with all reasonable directions of Abbott with respect to such disclosure or transfer.
- (iv) to ensure that Personal Information are accurate and, where necessary, kept up to date and to use best efforts to ensure that Personal Information which are inaccurate or incomplete are erased or rectified;
- (v) to ensure that Abbott is notified promptly of any communication received from any individual relating to that individual's rights to access, modify or correct the Personal Information and to comply with all reasonable instructions, not to be unreasonably withheld, of Abbott in responding to such communications;
- (vi) to ensure that technical and organizational measures are adopted to protect Personal Information against accidental or unlawful destruction or accidental loss or damage, alteration, unauthorized disclosure or access and against all other unauthorized or unlawful forms of processing or required by any applicable data protection law;
- (vii) to inform Abbott in writing within 24 hours of any accidental or unlawful destruction or accidental loss or damage, alteration, unauthorized disclosure or access to the Personal Information; and
- (viii) to train employees responsible for processing the Personal Information regarding the obligations set forth in this Agreement and disciplining such employees for failing to comply with those obligations.

7.2 Where applicable data protection laws require the parties to enter into additional agreements or undertakings, including international data transfer agreements, Service Provider will undertake to ensure that all necessary agreements are implemented and in place.

7.3 Service Provider agrees that Abbott may inspect, with reasonable notice, its processing of Personal Information, and that Service Provider will furnish Abbott with all materials necessary for Abbott to confirm that Service Provider has complied with the obligations set forth in this Agreement.

7.4 Service Provider represents and warrants that nothing in any applicable data protection legislation (or any other applicable laws or regulations) prevents it from fulfilling its obligations under this Agreement and undertakes and agrees that, in the event of a change in any such laws that is likely to have a material adverse effect on Service Provider's compliance with



this Agreement or in the event Service Provider otherwise cannot comply with this Section 7 for whatever reason(s), Service Provider shall notify Abbott within fifteen (15) days.

7.5 In the event of the termination of this Agreement in part or in whole, Service Provider shall, within fifteen (15) days of any request by Abbott, send to Abbott all Personal Information held by Service Provider on behalf of Abbott, together with all copies in any media of such data or destroy the same, unless Service Provider is required, by any applicable law, regulation or governmental authority, to retain such data or a part thereof.

Section 8. Disclosure of Personal Information By Service Provider.

8.1 Service Provider shall not disclose Personal Information Processed for or on behalf of Abbott to any person or entity without the prior written approval of Abbott except:

- (i) as necessary to perform the Services in accordance with the Agreement; and
- (ii) where such disclosure is required by Applicable Law or compulsory legal process, and in which case Service Provider shall:
 - (a) notify Abbott promptly in writing before complying with any such disclosure request;
 - (b) use its best efforts to limit the nature and scope of the required disclosure;
 - (c) disclose the minimum amount of Personal Information necessary to comply with Applicable Law or compulsory legal process; and
 - (d) follow all reasonable directions of Abbott with respect to such disclosure.

8.2 In the event and to the extent Abbott provides written approval for Service Provider to disclose Personal Information to Service Provider's agent or subcontractor, Service Provider shall, prior to any such disclosure, enter into a written, valid and enforceable agreement with such agent or subcontractor that includes terms that (i) are substantially the same as the obligations applicable to Personal Information as contained in this Privacy Addendum and in the Agreement, and (ii) otherwise require such agent or subcontractor to comply with the terms and conditions of this Privacy Addendum. In addition, Service Provider shall (i) conduct initial and periodic assessments of such agent's or subcontractor's privacy and security safeguards and practices to ensure that such agent or subcontractor complies with the terms and conditions of this Privacy Addendum, and (ii) report the results of such assessments to Abbott.

8.3 Service Provider shall use encryption or other equivalent measures in connection with any transfer, communication, or remote access connectivity involving the disclosure of Personal Information provided by Abbott or collected for or on behalf of Abbott to an agent or subcontractor.

Section 9. Retention and Return of Personal Information.

9.1 Service Provider shall retain Personal Information provided by Abbott or collected for or on behalf of Abbott only for as long as necessary to satisfy the purposes for which it was provided to Service Provider, or as required by Applicable Law.

9.2 Service Provider shall return, delete or destroy all Personal Information subject to this Privacy Addendum, including without limitation all originals and copies of such Personal Information in any medium, and any materials derived from or incorporating such Personal Information

Information, upon the earlier of (i) ten (10) days after Abbott's request for such return, deletion or destruction for any reason, or (ii) ten (10) days after the termination or expiration of the Agreement.

9.3 In the event that Service Provider determines, in its reasonable discretion, that returning, deleting or destroying Personal Information subject to this Privacy Addendum is infeasible on the date required pursuant to Section 9.2 (the "Return Date"), or if Applicable Law prevents or precludes the return, deletion or destruction of any such Personal Information by Service Provider on the Return Date, Service Provider shall notify Abbott in writing, in reasonable detail, of the reason for not returning, deleting or destroying such Personal Information on the Return Date. In such case, (i) Service Provider shall return, delete, or destroy the Personal Information subject to this Privacy Addendum as soon as possible after the Return Date, (ii) Service Provider shall extend the protections of this Privacy Addendum to Personal Information subject to this Privacy Addendum which is not returned, deleted or destroyed on the Return Date for as long as such Personal Information is retained by Service Provider, and (iii) Service Provider shall not Process such Personal Information without Abbott's express prior written consent on or after the date occurring ten (10) days prior to the Return Date.

Section 10. Receipt of Inquiries and Complaints.

10.1 Service Provider shall notify Abbott in writing promptly, but in any event no later than five (5) business days following Service Provider's notice thereof, of any inquiry, communication or complaint received by Service Provider from:

- (i) any person relating to Personal Information about such person that was Processed by Service Provider for or on behalf of Abbott; or
- (ii) any legal or regulatory authority, relating to the Processing by Service Provider of any Personal Information for or on behalf of Abbott; and

10.2 Service Provider shall further provide all reasonable assistance to Abbott in responding to all inquiries, communications or complaints described in Section 10.1.

Section 11. Security of Personal Information.

11.1 Service Provider represents and warrants that it shall implement and maintain reasonable administrative, technical and physical safeguards, and other security measures commensurate with the type of Personal Information being Processed by Service Provider for or on behalf of Abbott and the risk of a Data Security Breach.

11.2 Service Provider shall provide to Abbott prompt written notice of any Data Security Breach affecting Personal Information Processed by Service Provider for or on behalf of Abbott no later than 5 business days following the occurrence of such Data Security Breach. Such notice shall summarize in reasonable detail the impact of such Data Security Breach upon Abbott and the persons whose Personal Information is affected by such Data Security Breach.

11.3 In the event of any Data Security Breach affecting Personal Information Processed by Service Provider for or on behalf of Abbott, Service Provider shall also:

- (i) reasonably cooperate with Abbott in connection with the investigation of such Data Security Breach and not make any public announcements relating to such Data Security Breach without Abbott's prior written approval;
- (ii) take all necessary and appropriate corrective action, including without limitation, at the request of Abbott and at the expense of Service Provider, provide notice to all persons whose Personal Information may have been affected by such Data Security Breach, whether or not such

notice is required by Applicable Law; and

- (iii) reimburse Abbott for all reasonable costs Abbott may incur in connection with remediation efforts, including without limitation costs incurred in connection with (a) the development and delivery of legal notices required by Applicable Law; (b) the establishment of a toll-free telephone number where affected persons may receive information relating to the Data Security Breach; and (c) the provision of credit monitoring/repair and/or identity restoration/insurance for affected persons for one (1) year following the announcement or disclosure of the Data Security Breach or following notice to the affected persons, whichever is later.

Section 12. Inspection and Audit Rights.

12.1 Service Provider shall provide Abbott with all necessary materials, documents and other information to enable Abbott to confirm that Service Provider has complied with its obligations under this Privacy Addendum.

12.2 Abbott shall have the right to inspect, with reasonable notice and during normal business hours, Service Provider's business processes and practices that involve the Processing of Personal Information in relation to the Services being provided for or on behalf of Abbott.

Section 13. Vendor Assessment.

13.1 Service Provider represents and warrants that it has completed the Privacy & Security Practices Vendor Assessment ("Vendor Assessment").

13.2 Service Provider further represents, warrants and covenants that:

- (i) the responses provided by Service Provider in the Vendor Assessment are true, accurate and complete as of the Effective Date of the Agreement;
- (ii) the privacy, security and data handling practices adopted and maintained by Service Provider shall be in effect and consistently applied as long as Service Provider provides the Services in connection with, or otherwise retains, Personal Information for or on behalf of Abbott; and
- (iii) Service Provider shall promptly notify Abbott in writing within five (5) business days in the event of any material change in Service Provider's privacy, security, or data handling practices.

Section 14. Service Provider Indemnification.

Service Provider shall indemnify and hold harmless Abbott, its affiliates, and each of their respective officers, directors, employees, agents and contractors (collectively, the "Abbott Indemnitees") from and against any and all costs, charges, damages, expenses, fees (including without limitation reasonable attorneys' fees) and losses (including, without limitation fees and costs incurred in recovering the same) incurred by any Abbott Indemnitee that arises from Service Provider's negligence, gross negligence or willful misconduct or a breach by Service Provider or any of its agents, contractors or subcontractors of this Privacy Addendum or any other provision of the Agreement.

Section 15. Governance and Order of Precedence.

To the extent not inconsistent herewith, the applicable provisions of the Agreement (including

without limitation termination, enforcement, governing law and interpretation) shall apply to this Privacy Addendum. In the event of a conflict between this Privacy Addendum and the Agreement, the terms of this Privacy Addendum shall control and govern.



EXHIBIT E

Alternative Dispute Resolution

The parties recognize that from time to time a dispute may arise relating to either party's rights or obligations under this Agreement. The parties agree that any such dispute shall be resolved by the Alternative Dispute Resolution ("ADR") provisions set forth in this Exhibit, the result of which shall be binding upon the parties.

To begin the ADR process, a party first must send written notice of the dispute to the other party for attempted resolution by good faith negotiations between their respective presidents (or their designees) of the affected subsidiaries, divisions, or business units within twenty-eight (28) days after such notice is received (all references to "days" in this ADR provision are to calendar days). If the matter has not been resolved within twenty-eight (28) days after the notice of dispute, or if the parties fail to meet within such twenty-eight (28) days, either party may initiate an ADR proceeding as provided herein. The parties shall have the right to be represented by counsel in such a proceeding.

1. To begin an ADR proceeding, a party shall provide written notice to the other party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of such notice, the other party may, by written notice to the party initiating the ADR, add additional issues to be resolved within the same ADR.

2. Within twenty-one (21) days following the initiation of the ADR proceeding, the parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside in the resolution of any disputes in this ADR proceeding. If the parties are unable to agree on a mutually acceptable neutral within such period, each party will select one independent, impartial and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either party, its subsidiaries or affiliates.

3. No earlier than twenty-eight (28) days or later than fifty-six (56) days after selection, the neutral(s) shall hold a hearing to resolve each of the issues identified by the parties. The ADR proceeding shall take place at a location agreed upon by the parties. If the parties cannot agree, the neutral(s) shall designate a location other than the principal place of business of either party or any of their subsidiaries or affiliates.

4. At least seven (7) days prior to the hearing, each party shall submit the following to the other party and the neutral(s):

(a) a copy of all exhibits on which such party intends to rely in any oral or written presentation to the neutral;

(b) a list of any witnesses such party intends to call at the hearing, and a short summary of the anticipated testimony of each witness;

(c) a proposed ruling on each issue to be resolved, together with a request for a specific damage award or other remedy for each issue. The proposed rulings and remedies shall not contain any recitation of the facts or any legal arguments and shall not exceed one (1) page per issue. The parties agree that neither side shall seek as part of its remedy any punitive damages.

(d) a brief in support of such party's proposed rulings and remedies, provided that the brief shall not exceed twenty (20) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.

Except as expressly set forth in subparagraphs 4(a) - 4(d), no discovery shall be required or permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

5. The hearing shall be conducted on two (2) consecutive days and shall be governed by the following rules:

(a) Each party shall be entitled to five (5) hours of hearing time to present its case. The neutral shall determine whether each party has had the five (5) hours to which it is entitled.

(b) Each party shall be entitled, but not required, to make an opening statement, to present regular and rebuttal testimony, documents or other evidence, to cross-examine witnesses, and to make a closing argument. Cross-examination of witnesses shall occur immediately after their direct testimony, and cross-examination time shall be charged against the party conducting the cross-examination.

(c) The party initiating the ADR shall begin the hearing and, if it chooses to make an opening statement, shall address not only issues it raised but also any issues raised by the responding party. The responding party, if it chooses to make an opening statement, also shall address all issues raised in the ADR. Thereafter, the presentation of regular and rebuttal testimony and documents, other evidence, and closing arguments shall proceed in the same sequence.

(d) Except when testifying, witnesses shall be excluded from the hearing until closing arguments.

(e) Settlement negotiations, including any statements made therein, shall not be admissible under any circumstances. Affidavits prepared for purposes of the ADR hearing also shall not be admissible. As to all other matters, the neutral(s) shall have sole discretion regarding the admissibility of any evidence.

6. Within seven (7) days following completion of the hearing, each party may submit to the other party and the neutral(s) a post-hearing brief in support of its proposed rulings and remedies, provided that such brief shall not contain or discuss any new evidence and shall not exceed ten (10) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.

7. The neutral(s) shall rule on each disputed issue within fourteen (14) days following completion of the hearing. Such ruling shall adopt in its entirety the proposed ruling and remedy of one of the parties on each disputed issue but may adopt one party's proposed rulings and remedies on some issues and the other party's proposed rulings and remedies on other issues. The neutral(s) shall not issue any written opinion or otherwise explain the basis of the ruling.

8. The neutral(s) shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:

(a) If the neutral(s) rule(s) in favor of one party on all disputed issues in the ADR, the losing party shall pay 100% of such fees and expenses.

(b) If the neutral(s) rule(s) in favor of one party on some issues and the other party on other issues, the neutral(s) shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the parties. The neutral(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.

9. The rulings of the neutral(s) and the allocation of fees and expenses shall be binding, non-reviewable, and non-appealable, and may be entered as a final judgment in any court having jurisdiction.

10. Except as provided in paragraph 9 or as required by law, the existence of the dispute, any settlement negotiations, the ADR hearing, any submissions (including exhibits, testimony, proposed rulings, and briefs), and the rulings shall be deemed Confidential Information. The neutral(s) shall have the authority to impose sanctions for unauthorized disclosure of Confidential Information.

11. All ADR hearings shall be conducted in the English language.