

PURCHASE ORDER TERMS AND CONDITIONS

1. **Agreement;** Acceptance. Bausch Health Ireland Limited or its respective affiliate issuing this Purchase Order ("**Purchaser**") hereby retains the supplier ("**Supplier**") set forth on the order form into which these terms and conditions are incorporated by reference (including attachments thereto) on the terms and conditions hereinafter stated (including terms and conditions that are incorporated herein by reference, the "**Purchase Order Terms and Conditions**" and "**Purchase Order**") to supply the Any thoughts and/or perform the services, as the case may be, described on the Purchase Order and any document referenced within the Purchase Order . In the event of a conflict or inconsistency between any of the provisions of this Purchase Order and any of the provisions of a signed written agreement between Purchaser and Supplier ("**Agreement**") covering the subject matter of this Purchase Order, the provisions of the Agreement shall govern, supersede and replace any such conflicting or inconsistent provisions of this Purchase Order. In the absence of an Agreement, this Purchase Order constitutes the entire agreement of the parties with regard to the subject matter, and supersedes all previous written or oral representations, agreements, and understandings between Purchaser and Supplier and any different or additional terms and conditions. In the event of a conflict or inconsistency between any of the provisions of the Purchase Order Terms and Conditions, the provisions of the Purchase Order Terms and Conditions shall govern and supersede any such conflicting or inconsistent provisions. Supplier's acceptance of this Purchase Order may be in writing, email or other manifestation of acceptance such as, but not limited to, Supplier's initiation of performance, or through Supplier's provision of any goods or services covered by this Purchase Order, or through Supplier's acceptance of any payment made pursuant to this Purchase Order, whichever occurs first. Except to the extent expressly accepted in writing and signed by Purchaser's authorized officer, Purchaser hereby affirmatively rejects any different or additional terms and conditions proposed by Supplier or contained in any bid, proposal, quotation, acknowledgment, invoice or other form of Supplier, notwithstanding Purchaser's acceptance or payment for any goods or services or any similar act of Purchaser.

2. **Delivery.** TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS PURCHASE ORDER. If delivery of goods or rendering of services is not completed by the time provided for or established herein, Purchaser reserves the right without liability, in addition to and without waiving any of its other rights and remedies, to terminate this Purchase Order by notice effective when received by Supplier, as to any or all stated goods not yet shipped or services not yet rendered, and to purchase substitute goods or services elsewhere and charge Supplier with any loss or damage incurred by Purchaser. Supplier shall not be liable for damages however, resulting from delays due to a Force Majeure Event (as defined in Section 26 below), provided

(a) such delay is not due to the fault or negligence, in whole or in part, of Supplier or its vendors, contractors, suppliers or agents and (b) Supplier complies with the other requirements set forth in Section 26 below. Supplier is responsible for providing immediate written notification to Purchaser of any anticipated delivery delays. Any

provision herein for delivery of goods or the rendering of services by installments shall not be construed as making the obligations of Supplier severable. Purchaser reserves the right to return early deliveries or excess or short shipments at Supplier's expense.

3. **New Materials.** Supplier represents that the goods to be provided under this Purchase Order are new and not used or reconditioned, unless otherwise set forth on a separate written agreement.

4. **Title to products; Risk of Loss.** The products shall be delivered to the delivery address specified in this Purchase Order. Unless otherwise explicitly provided for in this Purchase Order, title and risk of loss to products shall pass to Purchaser in accordance with the delivery conditions specified in this Purchase Order.

5. **Billing; Packaging; Shipping.** All goods shall be suitably packed in containers for protection in shipment and storage in accordance with requirements of common carriers and in a manner to secure the lowest transportation costs. No shipping, freight, delivery, handling or insurance charges shall be made to Purchaser therefore unless otherwise stated on the Purchase Order or Agreement. No charge shall be made for drayage or storage unless agreed upon in writing by Purchaser. Supplier shall properly mark each package with Purchaser's Purchase Order number and where multiple packages comprise a single shipment, each package shall also be consecutively numbered. The Purchase Order number and package numbers shall be shown on packing slips, bills of lading, and invoices. Packing slips must accompany each shipment.

6. **Inspection; Rejection.** All goods and/or services furnished hereunder shall be subject to inspection, and Supplier shall be given notice of any defects other than latent defects within a reasonable time after receipt of the goods or provision of the services, as the case may be. Purchaser may reject or require the prompt correction, in place or otherwise, of any goods or services which are found not to conform in all respects to (a) Purchaser's specifications, drawings, blueprints and data, (b) Supplier's warranties, and each of them, whether express or implied, or (c) any other instructions or requirements contained in this Purchase Order. Purchaser may, in addition to any other rights it may have, prepare for shipment and ship such goods to Supplier, require Supplier to remove such goods or direct correction of such goods or services in place, and the expense of any such action, including transportation both ways, if any, shall be borne by Supplier. If Supplier fails promptly to remove such goods or to proceed promptly to replace or correct such goods or services, Purchaser may replace or correct such goods or services at the expense of Supplier, including any excess cost. Payment for any or all of the goods or services supplied hereunder shall not constitute acceptance by Purchaser. Purchaser and its customers reserve the right to perform onsite inspections, testing and quality audits of Supplier's facility and/or manufacturer's facility in conformance with regulatory requirements or as otherwise deemed necessary by Purchaser and/or its customers in order to assess work quality, conformance with Purchaser's specifications, and conformance with Supplier's representations, warranties, certifications and covenants under this Purchase Order.

7. **Warranty.** Supplier warrants that all goods and/or services to be furnished hereunder will be free and clear of any and all liens and encumbrances whatsoever, will conform to the designs, specifications, drawings, samples or other descriptions referred to in this Purchase Order, will perform as specified herein, will be manufactured in accordance with any applicable Good Manufacturing Practices, and will be merchantable, of good quality, and free from defects in material, design and workmanship (including damage due to unsatisfactory packing by Supplier), and to the extent that Supplier knows or has reason to know of the purpose for which the goods are intended, will be fit for such purpose. The warranties contained herein shall run to Purchaser and its customers and users of Purchaser's goods or services, and shall survive inspection, acceptance and payment.

8. **Prices; Invoicing; Payment Terms.** Unless otherwise specified by Purchaser or stated on the Purchase Order or Agreement, prices are EXW Purchaser's facility (Incoterms 2020), at the location indicated on the Purchase Order, and will be invoiced as set forth herein, or if not stated on the Purchase Order, at the price last paid by Purchaser to Supplier for similar goods or services, including all customs and duties and sales, use, excise, retailer's occupation and/or other taxes payable by reason of this transaction; and are firm, fixed prices. Unless otherwise specified by Purchaser on the Purchase Order, Supplier will invoice Purchaser for the goods and/or services provided under this Purchase Order when the title to the products is transferred to the Purchaser. Unless otherwise specified by Purchaser on the Purchase Order, all earned, payable, and undisputed amounts set forth in invoices shall be due net sixty (60) days from the date of Purchaser's receipt of the applicable invoice submitted in accordance with, and containing any information specified.

9. **Set-Off.** Purchaser shall be entitled to set-off any amount owing at any time from Supplier to Purchaser against any amount payable at any time by Purchaser to Supplier.

10. **Intellectual Property.** Any deliverables, finished product(s) and other documents and materials, including, but not limited to, reports, data, drawings, plans, prints, articles, manuals, records, artwork, designs, sketches, audiotapes, videotapes, photographs, advertising copy, publicity materials, packaging or other creative materials, created, developed and/or prepared for or at the request of Purchaser in any form whatsoever (the "Material"), including, but not limited to, any Material incorporating Purchaser's trademark(s), shall constitute work-made-for-hire under the copyright laws of the United States (or any applicable intellectual property law) and shall be the sole and exclusive property of Purchaser. Purchaser shall be the author and copyright holder of the Material. Purchaser shall have all right, title and interest in and to the Material and the exclusive right to use the Material in its sole discretion. The Material and all related documents and materials shall be surrendered by Supplier to Purchaser upon termination or expiration of this Purchase Order. In the event it is determined that Supplier has any right or interest in the Material (in whole or in part), Supplier irrevocably grants, assigns, conveys and transfers to Purchaser free and clear of any compensation all rights with respect thereto and will execute any document necessary to assign, convey and/or transfer such title to Purchaser.

Purchaser and/or its affiliates will retain and have full ownership rights in all data and information generated or derived as a result of the services performed under this Purchase Order or through Supplier's use of or access to the Purchaser or its affiliates' Information (as defined in Section 16 below). To the extent permitted by applicable law, all data, information, reports, and any discoveries, inventions, works of authorship, ideas, suggestions, and know-how that may evolve from the data and information described above or are the result of the services by Supplier under this Purchase Order or through Supplier's use of or access to Purchaser or its affiliates' Information and that relate to Purchaser's or its affiliates' products, their applications, and any other data or information arising out of this Purchase Order (collectively, "**Developments**") shall belong solely and exclusively to Purchaser and/or its affiliates, and Supplier agrees to promptly inform Purchaser of such Developments. To the extent permitted by applicable law, Supplier agrees to assign and hereby assigns to Purchaser and/or its affiliates all rights, title, and interest (including patent rights, copyrights, and other intellectual property rights) in any such Developments, and agrees to execute any appropriate documents to effect Purchaser's or its affiliates' title thereto.

11. Compliance with Laws; Recall. Supplier warrants that all goods and/or services called for herein have been produced or performed in compliance with all applicable laws, rules and regulations, including, without limitation, those pertaining to working conditions, payment of labour, and manufacture, branding, labeling, registration and shipment of goods as amended, modified, re-enacted and the standards and regulations issued thereunder, and any other applicable local law or regulation of the same or similar nature, and further certifies that all items furnished under this Purchase Order will conform to and comply with said acts, standards and regulations, and other applicable laws, rules and regulations, so far as the same pertain to the use of the goods or services as intended under this Purchase Order.

Prior to commencing any services pursuant to this Purchase Order, Supplier will have obtained all necessary licenses, permits, waivers, releases, registrations, approvals and authorizations required in connection with the performance of the services, and same will be valid and sufficient throughout the term of this Purchase Order. Further, Supplier agrees to comply with the Standards of Business Conduct of Purchaser and its affiliates, a copy of which is available for review at <https://ir.bauschhealth.com/corporate-governance/governance-documents>. Supplier will initiate a recall of any goods supplied to Purchaser pursuant to this Purchase Order if it reasonably determines a recall to be advisable or if required by any applicable law, rule or regulation. Supplier will immediately notify Purchaser in writing of any such recall. Supplier will bear the responsibility for all costs incurred in connection with any recall hereunder. Purchaser will cooperate fully with Supplier in effecting the recall.

12. Non-Discrimination. Purchaser and Supplier shall abide by all applicable laws, rules and regulations, any. which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit

discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

13. **Assignment.** Neither this Purchase Order nor any payment hereunder is assignable or transferable by Supplier, nor shall Supplier sublet or subcontract any or all of the performance of services or production of goods called for hereunder without Purchaser's prior written approval. Purchaser shall be entitled to assign any of its rights, transfer any of its obligations, sub-contract, sublet, delegate, deal or charge any of its obligations without Suppliers consent. Any purported assignment, transfer or other dealing in contravention of this Section 13 shall be ineffective.

14. **Changes; Quality.** Purchaser may, at any time, by written order make changes or additions within the general scope of this Purchase Order (each, a "**Change Order**"). If any such change or addition causes any increase or decrease in the cost of, or the time required for performance of this Purchase Order, Supplier shall notify Purchaser in writing and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this Purchase Order. Any claim by Supplier for such adjustment must be asserted within thirty (30) days, or such other period as may be agreed upon in writing by the parties, after Supplier's receipt of the Change Order. Nothing herein shall excuse Supplier from proceeding with this Purchase Order as changed. This provision shall not in any way relieve Supplier of its obligation to provide goods or services in conformance with the designs, specifications, drawings, samples or other descriptions referred to in this Purchase Order.

Supplier will not make any changes to any goods or service (including, but not limited to, any changes to the manufacturing site, manufacturing process, labeling, raw materials or proportions of raw materials used in goods) delivered to Purchaser under this Purchase Order unless Supplier notifies Purchaser in writing of the change at least one hundred eighty (180) days before its implementation and Purchaser agrees to such change in writing. Supplier will be liable for all losses and damages that Purchaser may suffer if Supplier does not comply with the requirements of the preceding sentence. At Purchaser's request, Supplier will provide samples of goods produced with the proposed change to test in Purchaser's manufacturing process.

15. **Termination.** Purchaser (in addition to any remedy for Supplier's default) shall have the right to terminate this Purchase Order in whole or in part, without cause, upon notice in writing to Supplier. Supplier shall thereupon as directed cease work and deliver to Purchaser all completed and partially completed goods or materials and work in progress, or otherwise dispose of such goods and materials, as directed by Purchaser, and Purchaser shall pay Supplier the following which shall be Purchaser's exclusive liability to Supplier for such termination and which in no event shall exceed the total price provided for herein:

- (a) The price provided in this Purchase Order for all goods and services which have been completed prior to termination and which are accepted by Purchaser; and
- (b) The actual expenditures on the uncompleted portion of this Purchase Order

including reasonable cancellation charges paid by Supplier on account of commitments made in connection with this Purchase Order. Notwithstanding the preceding sentence, if Supplier ceases to conduct its operation in the normal course of business, including an inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Supplier, or a receiver for Supplier is appointed or applied for, or an assignment of substantially all of the assets of Supplier for the benefit of creditors is made by Supplier, Purchaser may terminate this Purchase Order without liability, except for deliveries previously made or for goods or services covered by this Purchase Order then completed and subsequently delivered in accordance with the terms of this Purchase Order.

Notwithstanding the foregoing, upon termination of this Purchase Order, Supplier shall promptly reimburse Purchaser for the full amount of any then paid but unearned fees, costs or expenses.

16. **Confidentiality.** Supplier agrees that all information furnished to Supplier or made available to Supplier by Purchaser or its affiliates hereunder or in contemplation hereof, including, but not limited to, any specifications, drawings, sketches, models, samples, tools, technical information, methods, processes, techniques, shop practices, formulas, compounds, compositions, research data, marketing and sales information, customer lists, plans, know-how, trade secrets, or data, written, oral or otherwise (all hereinafter designated "**Information**"), is proprietary to Purchaser and/or its affiliates and shall remain the property of Purchaser and/or its affiliates. Upon Purchaser's request, all Information and copies of such Information in written, graphic, computer disk, CD or other tangible form shall be immediately returned to Purchaser without cost to Purchaser. The Information shall be kept confidential by Supplier, shall be used only in the filling of this Purchase Order, or in performing hereunder, and may be disclosed or used for other purposes only upon such terms as may be agreed upon between Purchaser and Supplier in writing. No information furnished by Supplier to Purchaser shall be considered to be confidential or proprietary unless specifically agreed to in writing and signed by Purchaser and Supplier. Further, Supplier shall not release to third parties any advertising, photographs or other information concerning this Purchase Order without Purchaser's written consent. This Section will survive the expiration or termination of this Purchase Order.

17. **Non-Waiver; Validity.** Purchaser's failure at any time to require strict performance by Supplier of any of the provisions herein shall not waive or diminish Purchaser's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. Purchaser shall not be deemed to have waived any rights hereunder unless such waiver is in writing and signed by a duly authorized officer of Purchaser. If any provision of this Purchase Order is found to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this Purchase Order will not be affected.

18. **Gratuities.** It shall be deemed a default subject to Purchaser's right to terminate this Purchase Order if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Supplier to any officer or employee of Purchaser or its affiliates with respect to the awarding of, or the making of any determination with respect to the performing of, this Purchase Order.

19. **Purchaser's Property.** Unless otherwise provided on the Purchase Order, all items, materials, facilities, tools, jigs, dies, fixtures, patterns or equipment furnished or paid for by Purchaser shall be Purchaser's property and Supplier shall bear the risk of loss thereof, and damage thereto, normal wear and tear excepted, while such property is in Supplier's possession. Property covered by this provision shall be suitably protected, segregated and marked as the property of Purchaser, shall not be moved from Supplier's premises without Purchaser's written approval, and shall be immediately delivered to Purchaser upon request.

20. **Compliance with Government Contract Requirements.** To the extent applicable, to the supply of goods and/or performance of services, Supplier agrees to comply with all statutory, regulatory, and contractual requirements to the extent applicable to Supplier pursuant to Purchaser's status as a prime contractor with the Federal Government of the United States. In furtherance thereof, (1) Supplier will provide all required written certifications, representations, and disclosures and (2) Supplier represents and warrants that, to the extent applicable, it will comply with applicable requirements of the following provisions of the Federal Acquisition Regulations ("**FAR**"), which are hereby incorporated by reference and made a part of this Purchase Order as if fully set forth herein:

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (41 U.S.C. 3509), if the subcontract exceeds \$5,500,000 and has a performance period of more than 120 days.
- (ii) 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.
- (iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.
- (iv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems.
- (v) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Section 1634 of Pub. L. 115-91).
- (vi) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).
- (vii) 52.222-21, Prohibition of Segregated Facilities.
- (viii) 52.222-26, Equal Opportunity (E.O. 11246, as amended by E.O. 13672).
- (ix) 52.222-35, Equal Opportunity for Veterans (38 U.S.C. 4212(a) and 41 C.F.R. §60-300.5(a)).
- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (29 U.S.C. 793).

- (xi) 52.222-37, Employment Reports on Veterans (38 U.S.C. 4212).
- (xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (E.O. 13496).
- (xiii) 52.222-50, Combating Trafficking in Persons (22 U.S.C. chapter 78 and E.O. 13627, Alternate I).
- (xiv) (A) 52.224-3, Privacy Training (5 U.S.C. 552a), Alternate I.
- (xv) 52.244-6, Subcontracts for Commercial Items.
- (xvi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors.

By accepting this Purchase Order and by shipping any goods to Purchaser hereunder, Supplier agrees that the foregoing clauses are applicable to Supplier (for this and any prior Purchase Orders issued by Purchaser) and that Supplier will comply with each such clause.

Supplier further represents that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency.

To the extent applicable, to the supply of goods and/or performance of services, Supplier represents that all goods supplied and to be supplied to Purchaser are either of U.S. or designated country origin, as defined by 48 C.F.R. § 25.003. In the event of any change in the country of origin, Supplier will notify Purchaser in writing at least sixty (60) days before delivering any goods of non-designated country origin. Supplier further represents that all goods supplied or to be supplied to Purchaser shall not be acquired from any country, entity, or individual listed on the Office of Foreign Assets Control (OFAC)'s List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>.

To the extent applicable, all parties agree that they will abide by the provisions of 29 CFR Part 471, Appendix A to Subpart A.

21. **Debarment.** Supplier certifies that it is not (a) debarred by the U.S. Food and Drug Administration (the “FDA”) under 21 U.S.C. § 335a or any foreign equivalent or, to Supplier’s knowledge, threatened with debarment by a pending proceeding, action, or investigation, (b) excluded from participation in any federal health care program under 42 C.F.R. Part 1001 et seq. or is the subject of an exclusion proceeding, or (c) otherwise disqualified under federal or state law or, to Supplier’s knowledge, threatened with such disqualification by a pending proceeding, action, or investigation, from performing or participating in the services or manufacturing or supplying the goods hereunder. Supplier further certifies that Supplier will not engage, directly or indirectly, any person to perform or participate in the services or in the manufacture or supply of the goods hereunder if (a) that person is debarred by the FDA under 21 U.S.C. § 335a or any foreign equivalent or, to Supplier’s knowledge after due inquiry (“**Supplier’s Knowledge**”), is threatened with debarment by a pending proceeding, action, or investigation, (b) that person is excluded from participation in any federal health care program under 42 C.F.R. Part 1001 et seq. or is the subject of an exclusion proceeding, or (c) that person is otherwise disqualified under federal or state law or, to Supplier’s Knowledge, is threatened with such disqualification by a pending proceeding, action, or investigation, from performing or participating in the services or manufacturing or supplying the goods hereunder. Supplier certifies that Supplier will

immediately notify Purchaser in writing if any such debarment, exclusion, or disqualification occurs, or if any such debarment, exclusion, or disqualification proceeding, action, or investigation is commenced or, to Supplier's Knowledge, is threatened, with respect to Supplier or any such person.

22. **Audits.** Until the expiration of four (4) years after the furnishing of any services under this Purchase Order and in accordance with the provisions of any applicable law (including but not limited to Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. §1395x(v)(1)(I)) or any foreign equivalent) Supplier will make available to any duly authorized governmental or regulatory representatives, upon request, this Purchase Order, and the books, documents, and records of Supplier that are necessary to certify the nature and extent of the costs of the services furnished in connection with this Purchase Order. Supplier further agrees that if it carries out any of the duties of this Purchase Order through a subcontract, with a value or cost of \$10,000 or more over a 12 month period, with a related organization, such subcontract will contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization will make available to the duly authorized governmental or regulatory representatives, upon request, the subcontract, and the books, documents, and records of such subcontractor that are necessary to verify the nature and extent of the costs of the services furnished in connection with such subcontract.

23. **Indemnification.** Supplier agrees to forever defend, indemnify and hold Purchaser and its affiliates (and their respective directors, officers, employees, representatives, agents, customers, successors and assigns) harmless from and against all claims, liabilities, damages, judgments, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred that relate to or are caused by Supplier's performance or nonperformance of its duties under this Purchase Order, including, without limitation, any:

- (a) actual or alleged breach of warranty;
- (b) actual or alleged breach of any term of this Purchase Order;
- (c) actual or alleged infringement or contributory infringement of any patent, copyright, trademark, trade dress, service mark or any other intellectual property or other proprietary right arising in any way out of or connected with this Purchase Order, including, without limitation, by reason of the manufacture, delivery, use or sale of goods supplied under this Purchase Order and/or any deliverable, work product, information, material and/or service furnished by Supplier, or the use thereof; or
- (d) negligent act or omission or willful misconduct in connection with the manufacture or supply of the goods or furnishing of the services hereunder. This Section will not be construed to preclude or limit any other rights or remedies available to Purchaser.

24. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL PURCHASER OR ITS AFFILIATES HAVE ANY LIABILITY TO SUPPLIER FOR, AND SUPPLIER HEREBY EXPRESSLY WAIVES, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING OUT OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, FORESEEABLE BUSINESS LOSSES, LOSS OF PROFITS, AND RELIANCE DAMAGES.

25. **Use of Purchaser's Name; Publicity.** Supplier shall not issue any press release or other publicity materials or make any presentation with respect to the existence of this Purchase Order or the terms and conditions hereof, without the prior written consent of Purchaser in each instance. Supplier shall not publicize or use any name, trade name, service mark, trademark, trade dress, copyright, domain name or logo of Purchaser (or any of its affiliates) nor identify Purchaser (or any of its affiliates) as a customer without Purchaser's prior written consent in each instance. This restriction shall not, however, apply to the extent that any such disclosures are required by applicable laws, rules or regulations, including as may be required in connection with any filings required to be made with the United States Securities and Exchange Commission ("**SEC**") or by the disclosure policies of a major stock exchange.

26. **Force Majeure.** Neither party will be responsible for any delay or default under this Purchase Order by reason of strikes, riots, wars, acts of terrorism, fire, acts of God, or any other cause beyond such party's reasonable control (a "**Force Majeure Event**"), provided that the affected party shall immediately give notice thereof to the other party, and shall take all reasonable steps to overcome the effects of such event as soon as possible, and such party's delay in performance shall be excused only for the period of delay caused by such event.

27. **Independent Contractor.** The parties are independent contractors, and this Purchase Order will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties.

28. **Governing Law.** This Purchase Order shall be governed by, construed, interpreted and enforced under the laws of Ireland, without regard to the conflicts of laws principles thereof.

29. **Headings.** Section headings are set forth herein for the purpose of convenience only. Such headings will not be considered or otherwise referred to when interpreting or applying any term, provision or condition set forth herein.

30. **Survival.** The provisions of this Purchase Order that by their nature would survive the expiration or termination of this Purchase Order shall survive the expiration or termination of this Purchase Order, including, without limitation, the confidentiality provisions set forth in Section 16 hereof.

Insurance Requirements

During the term of this Purchase Order or any extension hereof, Supplier shall procure and maintain, and shall require all permitted subcontractors to procure and maintain, at its sole cost and expense, insurance coverage with respect to the conduct of its business in such types and amounts as specified below. The insurance company(s) providing these policies shall have a current A.M. Best rating of A-, VII or better and shall be licensed to do business in the applicable jurisdiction.

The amounts stated below in US Dollars can be converted to the appropriate local currency, but, as converted, shall not be less than the minimums referenced below. Limits may be satisfied with evidence of Umbrella or Excess Insurance coverage.

- (a) Workers' Compensation (or Social Scheme) as required by law where the services are to be performed, including Employers' Liability Insurance of not less than US \$1,000,000 per employee and per accident.
- (b) Commercial General (or Public) Liability Insurance, including Products/Completed Operations, Property Damage, Contractual Liability, and Personal Injury and Advertising Injury of not less than US \$2,000,000 per occurrence and US \$4,000,000 in the aggregate. Purchaser and its affiliates, officers, directors and employees shall be included on the policy as additional insureds. The insurance shall be primary and non-contributory.
- (c) Professional Liability Insurance covering errors, omissions or negligent acts arising out of the professional services to be performed hereunder. The limit of liability shall not be less than US \$5,000,000 each claim and in the aggregate. Coverage shall continue for three (3) years following the expiration or termination of this Purchase Order.
- (d) Cyber (or Privacy) Liability Insurance, including coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information, that may arise from work under this Purchase Order, of not less than US \$5,000,000 each claim and in the aggregate.
- (e) "All risk" property insurance covering all equipment, merchandise and all other items belonging to Supplier on Purchaser's premises.

Where permitted by law, the foregoing policies shall contain a waiver of subrogation.

Prior to commencing work, Supplier shall provide a certificate of insurance to Purchaser as evidence that policies providing such coverage and limits of insurance are in full force and effect. Thereafter, the certificate of insurance shall be provided annually. Supplier shall provide not less than thirty (30) calendar days' advance notice of any cancellation, termination or material alteration of said insurance policies; however, providing such notice will not relieve Supplier of its obligation of maintaining insurance in accordance with the terms hereunder. The amount of insurance provided in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of Supplier. The carrying of insurance described shall in no way be interpreted as relieving Supplier of any responsibility or liability under this Purchase Order.

Conflict Minerals Rule

- (a) Supplier acknowledges and understands that Purchaser is a subsidiary of Bausch Health Companies Inc. (“**Parent**”), and that Parent is a public company that files reports with the SEC under the Securities Exchange Act of 1934 (the “**Exchange Act**”), and, as a result, is subject to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and the rules and regulations of the SEC thereunder, including the applicable amendments to the Exchange Act (collectively, the “**Conflict Minerals Rule**”). Under the Conflict Minerals Rule, Parent is required to submit reports to the SEC, which are publicly available, disclosing (a) whether any Conflict Minerals necessary to the functionality or production of the goods of Parent or its subsidiaries, including Purchaser, originated from the Democratic Republic of the Congo (“DRC”) or any adjoining country; and (b) if any Conflict Minerals did originate in the DRC or an adjoining country, the due diligence measures taken by Parent to identify the source of the Conflict Minerals used in its goods.
- (b) Supplier hereby represents, warrants and covenants to Purchaser that no Conflict Minerals are or will be contained in or necessary to the functionality or production of any of the goods, parts, or materials delivered to Purchaser under this Purchase Order. Supplier shall provide Purchaser with such documents, information, and other evidence as to the accuracy of the foregoing representation, warranty and covenant as Purchaser shall from time to time request. Supplier agrees to immediately inform Purchaser in writing if it learns or has reason to believe that the foregoing representation, warranty and covenant is untrue with respect to any goods, parts, or materials that have been or will be delivered to Purchaser hereunder.
- As used in this Section and in the Conflict Minerals Rule, the term “Conflict Minerals” means (1) columbite-tantalite (coltan), cassiterite, gold, wolframite, and their derivatives (which derivatives are currently limited to tantalum, tin, and tungsten); and (2) any other mineral or its derivatives, the exploitation and trade of which is determined by the United States Secretary of State to be financing conflict in the DRC or an adjoining country.

Sanctions and Export Control Laws

- (a) Notwithstanding any other provision of this Purchase Order, with respect to all activities conducted under this Purchase Order and all dealings involving the products to be provided under this Purchase Order, Supplier agrees to comply with all applicable (i) economic and trade sanctions laws, regulations, orders and directives administered or enforced by the relevant sanctions Authority, such as the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the U.S. Department of State and the European Union or its Member States, including those imposed or administered by Her Majesty's Treasury of the United Kingdom (collectively, "**Sanctions**"), and (ii) export control laws, regulations, orders and directives, such as the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774, EU and EU Member State export controls administered pursuant to Council Regulation (EC) 428/2009, and the various national export control laws and regulations of Member States (collectively, "**Export Control Laws**").
- (b) Supplier represents and covenants that (i) it is not, nor is it (x) owned 50% or more, in the aggregate, directly or indirectly by a person or entity that is, the subject or target of Sanctions or (y) controlled by a person or entity that is, the subject or target of Sanctions (either (x) or (y), being, a "**Sanctions Target**"); (ii) it shall immediately (within one (1) business day of becoming aware of such information) notify Purchaser and its affiliates in writing in the event that Supplier becomes a Sanctions Target; (iii) it shall not act on behalf of any Sanctions Target with respect to any activities conducted under this Purchase Order or otherwise in relation to the Product to be provided under this Purchase Order; (iv) it will not resell, or otherwise transfer possession of or title to, any Product to be provided under this Purchase Order to any third-party (whether or not affiliated with Supplier) without first obtaining written authorization from Purchaser and its affiliates; (v) it will provide, upon the request of Purchaser and its affiliates, any information and/or records regarding the sale, export, reexport or other transfer of items and/or activities provided under this Purchase Order that Purchaser and its affiliates request for purposes of ensuring its compliance with applicable Sanctions and/or Export Control Laws; and (vi) any payments made to Purchaser and its affiliates by or on behalf of Supplier will not be directly or indirectly processed to or through any financial institution or other money services business which: (A) is a Sanctions Target; or (B) would result in a violation of Sanctions and/or Export Control Laws applicable to such financial institution, other money services business, or to Purchaser by processing such payment.

Protection of Personal Information

To the extent applicable, Supplier and Purchaser will comply with all applicable national and international laws, statutes, rules, codes, regulations and guidelines relating to protection of personal information, including, but not limited to, the personal information of individuals, including the European Union ("**EU**") General Data Protection Regulation as it relates to the protection of the personal information of EU individuals, and the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) as it relates to the protection of the personal information of US individuals.