

**GENERAL TERMS AND CONDITIONS OF PURCHASE<sup>1</sup>**

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**Article 1. Definitions**

- 1.1 “Affiliate” means, with respect to any person or entity, any other person or entity which, directly or indirectly, controls, is controlled by or is under common control with such person or entity. A person or entity shall be regarded as in control of another entity if (a) it owns directly or indirectly more than fifty percent (50%) of the equity securities of the subject entity, or (b) it holds the legal power to direct or cause the direction of the general management and policies of the subject entity.
- 1.2 “Agreement” means the agreement between Genmab and Supplier for the supply of Goods and/or the provision of Services to Genmab, comprising a written agreement in the form of a Purchase Order, including these General Terms and Conditions of Purchase (the “Terms”).
- 1.3 “Genmab” means the particular Genmab Group Company which is a party to the Agreement: Genmab A/S, located at Kalvebod Brygge 43, 1560 Copenhagen V, Denmark; or Genmab B.V., located at Uppsalalaan 15, 3584 CT Utrecht, The Netherlands; or Genmab US, Inc., located at 777 Scudders Mill Road, Plainsboro, NJ 08536, USA; or Genmab K.K. located at Midtown Tower; 9-7-1 Akasaka, Minato-ku; Tokyo 107-6235; Japan.
- 1.4 “Genmab Group” means Genmab and its Affiliates. The Genmab Group currently includes Genmab A/S, Genmab B.V., Genmab US, Inc., Genmab K.K. and/or Genmab Holding B.V., each of them a “Genmab Group Company”.
- 1.5 “Goods” means the tangible products to be delivered to Genmab by Supplier, e.g. materials, products, equipment, designs, consumables, and all associated documentation, as specified in the Purchase Order or other documents pertaining to the supply of products.
- 1.6 “Parties” means the parties to the Agreement, *i.e.* the relevant Genmab Group Company and Supplier.
- 1.7 “Purchase Order” means the document delivered by Genmab to Supplier setting out Genmab's requirements for the Goods and/or Services to be supplied by Supplier;
- 1.8 “Services” means the intangible services to be provided to Genmab by Supplier, e.g. the delivery, conversion, assembly, installation, implementation, maintenance, repair and manufacture of and advice about software, system software, or IT systems, including associated materials, tools and documentation, software licenses, updates, upgrades, maintenance and hosting of networks and websites and consultancy services.
- 1.9 “Supplier” means the party that provides Services and/or supplies Goods to Genmab under the Agreement.

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<sup>1</sup> These terms and conditions apply unless otherwise contractually agreed

## **Article 2. Applicability**

- 2.1 These Terms and the Purchase Order comprise the entire agreement between the Parties regarding the supply of Goods and/or the provision of Services. All prior or contemporaneous understandings, agreements and negotiations, both written and oral with respect to the subject matter hereof applies and prevail over the Terms and the Terms will not apply between any other agreement that may have been executed by Genmab and the Vendor unless the Terms are incorporated by reference into such an agreement. These Terms prevail over any of Supplier's general terms and conditions of sale.
- 2.2 Other stipulations, terms or conditions of Supplier apply only to the extent explicitly accepted by Genmab in writing.
- 2.3 In case of a discrepancy between a provision set forth in these Terms and a provision set forth in a Purchase Order or other document, the provision set forth in the Purchase Order shall prevail.
- 2.4 If any provision in these Terms should be determined to be invalid or unenforceable by a competent court, the remaining provisions shall continue in full force and effect.

## **Article 3. Agreement and Change Orders**

- 3.1 All activities undertaken by Supplier in connection with and prior to entry into effect of this Agreement are entirely at Supplier's own and risk and expense. Any request for proposal, request for quotation, request for offer, or other request by Genmab shall not constitute an agreement but rather is merely an invitation for Supplier to present a proposal, quote or offer, and the presentation of such proposal, quote or offer by Supplier shall be nonbinding on Genmab, unconditional and free of charge.
- 3.2 An offer made by Supplier is irrevocable during the term stated in the offer. If no term is stated in the offer, the offer shall remain valid for a period of thirty (30) calendar days from the date of delivery to Genmab.
- 3.3 The Agreement shall become binding and these Terms shall be deemed to have been accepted by Supplier on the acceptance of a Purchase Order by Supplier or on the delivery of the Goods and/or Services, whichever occurs earlier.
- 3.4 Oral and written undertakings or agreements by or with employees of the Genmab Group are binding on Genmab only if and at the time they are confirmed in writing by a duly authorized signatory of Genmab.
- 3.5 Amendments to these Terms shall only be valid if they are explicitly agreed upon in writing by both Parties.
- 3.6 Genmab reserves the right by reasonable notice in writing to Supplier to vary the Goods and/or Services (a "Change Order"). If any such Change Order affects the agreed price and/or delivery date, Supplier shall notify Genmab accordingly in writing as soon as possible, but in any event no later than five (5) business days after notification of the Change Order. If Genmab determines that any consequences for the price and/or delivery date are unreasonable compared to the nature and the scope of the variation, the Parties shall negotiate in good faith to settle the matter amicably. If the Parties do not reach agreement, Genmab shall have the right to terminate the Agreement and/or to withdraw the Change Order, without being liable for any damages. If Supplier fails to inform Genmab of any change of the agreed price and/or delivery date that is necessary due to the Change Order in writing or in a timely manner, Supplier shall be deemed to have accepted the Change Order in the form proposed by Genmab.
- 3.7 Supplier shall only implement or execute changes in the scope, composition and/or quantity of the Products and/or Services to be delivered, including the relevant packaging, if it receives express written approval of Genmab. Such approval shall never be deemed to constitute acceptance by Genmab of any liability and/or risk whatsoever with regard to the technical, structural and/or functional integrity of the Products and/or Services.

## **Article 4. Extension**

- 4.1. The term for the provision of Services and/or delivery term for the delivery of Goods shall be as set forth in the Purchase Order. Unless explicitly agreed to in writing by Genmab, the Agreement shall not be automatically extended.
- 4.2. Supplier shall notify Genmab of any upcoming expiry date of the Agreement at least three (3) months prior to the end of that term and, upon Genmab's request, shall provide a written proposal to extend and/or renew the Agreement.

## **Article 5. Prices**

- 5.1. The prices stated in the Agreement regarding the supply of Goods and/or the provision of Services are fixed for the duration of the Agreement and are not subject to change unless otherwise expressly agreed in writing by the Parties.
- 5.2. All agreed prices are inclusive of all costs, taxes, and additional charges, and Supplier shall itemize and specify applicable taxes and additional charges, travel and accommodation expenses, any hourly rates and the number of hours required, each itemized by product and/or service.
- 5.3. Additional costs that Genmab has not expressly accepted in writing beforehand shall not be subject to reimbursement by Genmab.
- 5.4. The prices of the Goods to be supplied are based on the DDP (Delivery Duty Paid) delivery condition (Incoterms 2020) at the specified place and time of delivery and within the agreed term.

## Article 6. Invoicing and Payment

- 6.1. Goods and Services shall be invoiced after the delivery or provision thereof, unless otherwise agreed in writing beforehand.
- 6.2. Invoices shall be directed to the appropriate Genmab Group Company via electronic means or regular mail and must specify at least the following details:
  - a) Name and address details;
  - b) Chamber of Commerce and/or company number (if applicable);
  - c) Bank account number (International Bank Account Number (IBAN) if Supplier is located in the European Union and bank name, bank address, bank account number and BIC/SWIFT code if Supplier is located outside the European Union;
  - d) Invoice date and invoice number;
  - e) Supplier's VAT identification number (if applicable);
  - f) Purchase Order number as provided by Genmab;
  - g) Specification of the Goods delivered and/or description of Services provided;
  - h) Total amount of payment due.
- 6.3. Failure to include the required details on an invoice may result in delayed payment.
- 6.4. Genmab may reasonably request additional supporting documentation prior to making payment on an invoice.
- 6.5. All sums stated in an invoice shall be exclusive of value added or an equivalent tax ("VAT").
- 6.6. All undisputed amounts in any invoice shall be paid by Genmab no later than forty five (45) calendar days from Genmab's receipt of a correct invoice.
- 6.7. Payment of an invoice by Genmab does not in any way constitute a waiver of any right or approval and acceptance of Goods delivered and/or Services provided.
- 6.8. Genmab has the right to suspend payment of an invoice in whole or in part if:
  - a) Genmab determines that any part of the Goods delivered and/or Services provided are not in conformity with the Agreement; or
  - b) Genmab has reasonable concerns regarding the substantive correctness of the invoice in question.
- 6.9. Late payment or non-payment by Genmab of any invoice on the grounds of paragraph 6.8 shall not entitle Supplier to suspend or terminate the performance of its obligations under the Agreement or to apply any overdue charges.

## Article 7. Date of Delivery and Delivery Documentation

- 7.1 Supplier shall deliver the Goods and/or perform the Services on the agreed date and within the delivery and performance term(s) stated in the Agreement. In the event of late delivery, Supplier shall be in default of this Agreement without any requirement that Genmab provide notice of such default.
- 7.2 In case of default by Supplier, Genmab has the right to terminate the Agreement, without prejudice to its other rights, including its right to claim damages or Services on the delivery date.
- 7.3 Goods must be accompanied by all required shipping documents, quality documents, operating instructions, export and import certificates, licenses, and other relevant documentation reasonably required and requested by Genmab.

## Article 8. Warranties for Goods and Services

- 8.1 Supplier warrants that for a period of twenty-four (24) months from the date of delivery, all Goods will:
  - a) be free from any defects in workmanship, material and design;
  - b) conform to applicable specifications, drawings, designs, samples and other requirements;
  - c) be fit for their intended purpose and operate as intended;
  - d) be free and clear of all liens, security interests or other encumbrances; and
  - e) not infringe or misappropriate any third party's patent rights, trade secrets, or other intellectual property rights.If Goods cannot be used as a result of a failure to conform to the warranty provided herein, the warranty period will be extended by a period equal to the period(s) during such period of non-use.
- 8.2 Supplier warrants that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.
- 8.3 If the Goods delivered and/or Services provided are not in conformity with the Agreement, Genmab may at its option, within the warranty period and without prejudice to any of its other rights and claims:
  - a) return the Goods at Supplier's expense and risk and demand free of charge repair or modification of the Goods or the delivery of new substitute Goods, and if applicable, demand repair or re-performance of the applicable Services; or
  - b) with immediate effect terminate the Agreement in whole or in part and claim damages and any other available remedies.
- 8.4 With respect to Goods and/or Services that require immediate repair, modification, replacement or re-performance, Genmab shall be entitled to perform, or have performed, such repair, modification or replacement at Supplier's expense if it can be reasonably assumed that Supplier cannot or will not arrange for timely or proper repair or replacement.
- 8.5 Supplier warrants that all replacement parts involved in the repair and/or maintenance to be performed by Supplier will be new and covered by a factory warranty.
- 8.6 Supplier warrants the proper performance of any repair and/or maintenance work performed by it (including corrective maintenance work) and the materials used in such work for a period of twenty-four (24) months from the date on which such performance occurs and/or the relevant materials are delivered to Genmab, unless Supplier or the manufacturer of such materials grants a longer warranty period, in which case the warranty provided will be at least as long as such longer term.

- 8.7 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY.

#### **Article 9. Liability**

- 9.1 Supplier shall indemnify Genmab and its Affiliates and their respective directors, officers and employees, against any and all claims and suits of a third party, and shall hold such party or person harmless from and against any and all losses, damages, costs, penalties, liabilities (including strict liabilities), judgments, amounts paid in settlement, fines and expenses (including court costs and reasonable fees of attorneys and other professionals) arising out of or occurring in connection with any breach by Supplier of this Agreement, including any nonconformity of the Goods and Services with the warranties applicable thereto, or related to any negligent act or omission by Supplier, its Affiliates, their employees or third parties engaged by them.
- 9.2 Supplier shall ensure, at all times during the term of the Agreement and for a commercially reasonable time period thereafter, that it has adequate insurance coverage for professional liability / errors & omissions (professional indemnity insurance) with limits of USD 10,000,000 (or DKK, EUR or JPY equivalent) per claim and in the annual aggregate, with such policy to include coverage for liability resulting in property damage and bodily injury sustained by or caused by Supplier, its Affiliates and/or third parties. In addition, Supplier shall secure and maintain in full force and effect any particular insurance required by applicable law.
- 9.3 Supplier shall make certificates evidencing said insurance policies available to Genmab upon request.

#### **Article 10. Intellectual Property Rights**

- 10.1 Genmab shall retain all right, title and interest in and to any materials or information, including any intellectual property rights therein, it provides to Supplier under or in connection with the Agreement.
- 10.2 Insofar as Supplier provides Goods and/or Services that are subject to intellectual property rights of third parties, Supplier shall ensure a right of use for Genmab to the relevant Good and/or Services.

#### **Article 11. Confidentiality and Data Protection**

- 11.1 Supplier, its employees and any third parties engaged by it shall observe strict confidentiality with respect to, and shall not disclose, all information regarding Genmab the confidential nature of which is reasonably apparent given the nature and/or circumstances of its disclosure, that is provided by Genmab to Supplier or that Supplier otherwise becomes aware of in performing the Agreement, including without limitation information regarding the Agreement, the supply of Goods and/or the provision of Services thereunder, or the identity of or other information regarding Genmab's clients or other business relationships. Any personal data that Supplier receives in the context of the Agreement shall be considered confidential information of Genmab. This obligation of confidentiality shall continue in full force and effect during and after termination or expiry of the Agreement.
- 11.2 Supplier shall use confidential information it receives from Genmab only to the extent required to perform its obligations under the Agreement.
- 11.3 Supplier shall comply at all times with applicable data protection and privacy laws and regulations concerning the use and/or disclosure of protected health information, including the Japanese Act on Protection of Personal Information and General Data Protection Regulation (EU) 2016/679 and national legislation implementing European Community Directive 1995/46/EC and 2016/679, and all similar laws and regulations of the United States and any other jurisdiction to which Supplier is subject.
- 11.4 Supplier shall not transfer any personal data to countries outside the European Economic Area or Japan without the express prior written authorization of Genmab. Any transfer of personal data to countries outside the European Economic Area will be governed by an agreement incorporating the standard contractual clauses for the transfer of personal data to third countries, as published by the European Commission.
- 11.5 Supplier will take all necessary technical and organizational measures to secure personal data against loss, destruction, damage or unauthorized or unlawful processing.
- 11.6 Supplier shall indemnify Genmab against any third-party claims arising from or related to Supplier's breach of its obligations regarding confidentiality and/or data protection.

#### **Article 12. Use of Genmab's Name and Logo**

- 12.1 Supplier shall not use the name of Genmab in any advertising or sales or promotional material or otherwise make public any information regarding the Agreement or its relationship with Genmab without Genmab's prior written permission.
- 12.2 In no event shall Supplier be entitled to publish any information relating to the supply of Goods and/or provision of Services to Genmab, or deliverables and results, without the prior written permission of Genmab.

#### **Article 13. Transfer of Rights and Obligations; Subcontracting**

- 13.1 Supplier shall not transfer or assign any of its rights or obligations under the Agreement without the express prior written authorization of Genmab.

- 13.2 Supplier shall not subcontract or delegate any of its obligations or work under the Agreement to any third party without Genmab's express prior written consent. Prior to the engagement of a subcontractor, Supplier shall cause such subcontractor to be subject by written agreements to the same restrictions, exceptions, obligations, reports, termination provisions and other provisions as applicable to the Agreement between Supplier and Genmab.
- 13.3 Supplier shall remain liable for all acts or omissions of any of its subcontractors as if Supplier had performed the subcontracted obligations itself.

#### **Article 14. Termination**

- 14.1 In addition to other statutory and contractual rights to terminate the Agreement, Genmab may terminate the Agreement with immediate effect in writing in whole or in part, without being liable for any damages, if:
- Supplier is granted a suspension of payment, or becomes insolvent, dissolved or liquidated, or a petition to that end is filed;
  - Supplier files or has filed against it a petition in bankruptcy or has a receiver appointed for a substantial part of its assets;
  - Supplier makes a general assignment for the benefit of its creditors;
  - Supplier's business is sold or terminated or Supplier is otherwise unable to personally perform its obligations;
  - Supplier is in a situation of force majeure for more than ten consecutive days; or
  - Supplier fails to properly or timely perform its obligations under the Agreement.
- 14.2 In the event of termination in accordance with this article, all claims that Genmab has against Supplier shall be payable immediately and in full.
- 14.3 Obligations relating to confidentiality, data protection, intellectual property, liability and indemnification shall survive any termination or expiration of this Agreement.

#### **Article 15. Compliance with Law and Genmab Supplier Code of Conduct**

- 15.1 Supplier warrants that it has complied and shall comply with all applicable laws, regulations and other governmental requirements in effect at the time of manufacture of each of the Products or when providing the Services.
- 15.2 Supplier agrees at all times to act consistently with Genmab's supplier Code of Conduct posted at <https://ir.genmab.com/static-files/da89c83f-529a-4404-8edb-dda71a31bc39>

#### **Article 16. Governing Law and Arbitration**

- 16.1 The United Nations Convention on Contracts for the International Sale of Goods is excluded from application to this Agreement and any transaction entered into under this Agreement.

16.2

*If the Agreement is entered into with Genmab A/S, the following will apply:*

- 16.2 Any dispute or claim arising out of or in relation to the Agreement shall be governed by the laws of the Kingdom of Denmark, without regard to the conflict of laws rules thereof. Any dispute or claim arising out of or in relation to the Agreement shall be settled by arbitration in accordance with the Rules of Procedure of the Danish Institute of Arbitration. The arbitration tribunal shall be composed of a sole arbitrator and the place of arbitration shall be Copenhagen, Denmark. The arbitral procedure shall be conducted in the English language. A Party may seek necessary injunctive relief or other provisional remedies in any court having jurisdiction.

*If the Agreement is entered into with Genmab B.V., the following will apply:*

- 16.3 Any dispute or claim arising out of or in relation to the Agreement shall be governed by the laws of The Netherlands without regard to the conflict of laws rules thereof. Any dispute or claim arising out of or in relation to the Agreement shall be settled by arbitration in accordance with the Rules of Procedure of the Netherlands Arbitration Institute. The arbitration tribunal shall be composed of a sole arbitrator and the place of arbitration shall be Amsterdam, the Netherlands. The arbitral procedure shall be conducted in the English language. A Party may seek necessary injunctive relief or other provisional remedies in any court having jurisdiction.

*If the Agreement is entered into with Genmab US Inc., the following will apply:*

- 16.4 Any dispute or claim arising out of or in relation to the Agreement shall be governed by the laws of the State of New York, without regard to the conflict of laws rules thereof. Any dispute or claim arising out of or in relation to the Agreement shall be settled by arbitration administered by the International Centre for Dispute Resolution ("ICDR") in accordance with its International Arbitration Rules in force when such proceedings are commenced. The arbitration tribunal shall be composed of a sole arbitrator and the place of arbitration shall be New York, USA. The arbitral procedure shall be conducted in the English language. A Party may seek necessary injunctive relief or other provisional remedies in any court having jurisdiction.

*If the Agreement is entered into with Genmab KK, the following will apply:*

- 16.5 Any dispute or claim arising out of or in relation to the Agreement shall be governed by the laws of Japan, without regard to the conflict of laws rule thereof. All disputes, controversies or differences arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The place of the arbitration shall be Tokyo, Japan.