

LABCORP UK TERMS AND CONDITIONS OF PURCHASE

as of March 2026

These Terms and Conditions of Purchase (these “**Terms**”), available at <https://www.labcorp.com/terms-conditions/uk>, govern any purchase orders indicating that these Terms apply (each, as applicable, an “**Order**”), issued by Laboratory Corporation of America Holdings or any of its Business Groups (as defined below) (such issuing party hereinafter referred to as the “**Customer**”), pursuant to which Customer is purchasing from the party designated as the vendor on the Order (“**Vendor**”) the products described in the Order (hereinafter, the “**Products**”).

THE PURCHASE OF ANY PRODUCTS BASED ON AN ORDER ISSUED BY CUSTOMER IS SUBJECT TO AND CONDITIONAL UPON VENDOR’S ACCEPTANCE OF THESE TERMS. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR (INCLUDING WITHOUT LIMITATION ANY TERMS CONTAINED IN OR ATTACHED TO VENDOR’S QUOTE, ORDER CONFIRMATION, OR INVOICE) ARE EXPRESSLY OBJECTED TO BY AND WILL NOT BE BINDING UPON CUSTOMER, UNLESS SPECIFICALLY APPROVED IN WRITING BY CUSTOMER.

These Terms are deemed incorporated by reference into each Order, but to the extent there is any conflict, ambiguity or inconsistency between the terms contained in the Order itself and the Terms below, the terms contained in the Order shall prevail.

A “**Business Group**” of Customer means any (i) subsidiary wholly-owned by Customer, (ii) limited liability company, partnership, joint venture, or other entity in which Customer has an ownership interest, and/or controls, is controlled by, or is under common control with Labcorp, or (iii) licensed clinical laboratory or hospital laboratory, in each case ((i)-(iii)), managed by Customer. For purposes of these Terms, “managed by Customer” means that Customer has responsibility for the day-to-day operations of the laboratory including, but not limited to, authority to direct and control purchases of instrumentation, reagents, and associated products to which the Order relates.

1. Purchase Order Acceptance, Cancellations, and Changes. Vendor shall promptly provide Customer with notice of Vendor’s acceptance or rejection of each Order. An Order may be accepted by Vendor by any reasonable indication of acceptance. Vendor agrees to supply Products to Customer in accordance with the terms of each accepted Order. Customer may cancel all or any portion of an Order for non-custom Products at any time prior to shipment by Vendor. Customer may reschedule delivery of the Products under an Order in whole or in part at no additional charge,

provided notice is given prior to the shipment date. Vendor agrees to use reasonable efforts to accommodate any changes to a particular Order requested by Customer.

2. Shipping; Delivery; Title; Risk of Loss; Shelf Life.

a. Shipping. Vendor shall ship Products to the Customer's location indicated in the Order. Shipment shall be made Duty Delivery Paid. Vendor shall bear all shipping cost(s) to deliver Products to Customer at Customer's location. No additional shipping costs, handling charges or associated fees will be charged to Customer (such as expedited shipment, special handling, refrigerated shipment, and/or hazardous materials/DOT shipment fees) unless expressly agreed upon by Customer.

b. Delivery. Customer will notify Vendor if Customer has any specific delivery requirements, and Vendor agrees to comply with such delivery requirements. Vendor acknowledges that time is of the essence with respect to delivery of each shipment of Products on or before the delivery date set forth in each accepted Order. Without limiting Customer's rights and remedies, if, for any reason, Vendor cannot or will not deliver any Products on or before the requested delivery date, then Vendor shall immediately notify Customer and Customer may, in its discretion, terminate the related Order without liability.

c. Title; Risk of Loss. Title shall pass to Customer upon Customer's acceptance of Products at Customer's location. Risk of loss of all Products shall remain with Vendor until receipt and acceptance of the Products by Customer at Customer's location.

d. Required Shelf Life. At the time of delivery, all Products supplied under the Order shall have at least nine (9) months remaining shelf life if the original shelf life indicated on the package or associated with the Product is one (1) year or more, and, at least six (6) months remaining shelf life if the original shelf life on the package or associated with the Product is less than one (1) year.

3. Returns. Customer may return non-custom Products within the warranty period for any reason for a full refund (other than shipping charges), and no restocking charge will apply.

4. Product Recalls. In the event any Products are recalled by Vendor, the manufacturer or any government body or agency, Vendor shall reimburse Customer for all costs associated with such recall, including without limitation the cost to replace the recalled Products with equivalent products at the same price as the recalled Products, shipment costs, costs to validate any replacement products, reasonable associated labor costs and costs to re-run any tests performed using Products subject to a recall, and costs associated with generating and sending corrected reports. Vendor

shall promptly notify Customer in writing if Vendor receives a warning letter from the Food and Drug Administration, the Food Standards Agency, Medicines and Healthcare Products Regulatory Agency or other applicable regulatory body during the period between its acceptance of the Order and two (2) years after delivery of all Products under the Order which relates to any Product sold under the Order.

5. Termination. In addition to Customer's rights to terminate prior to delivery and to return non-custom Products in Sections 2 and 3 of these Terms respectively, Customer may terminate any Order with immediate effect by giving written notice to Vendor if:

- a. Vendor commits a material breach of any Order or these Terms and (if such a breach is remediable) fails to remedy that breach within [10] business days of Vendor being notified in writing to do so;
- b. Vendor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- c. Vendor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of Vendor;
- d. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of Vendor (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of Vendor with one or more other companies or the solvent reconstruction of that Vendor;
- e. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over Vendor (being a company);

- f.* the holder of a qualifying floating charge over the assets of Vendor (being a company) has become entitled to appoint or has appointed an administrative receiver;
- g.* a person becomes entitled to appoint a receiver over all or any of the assets of Vendor or a receiver is appointed over all or any of the assets of Vendor;
- h.* a creditor or encumbrancer of Vendor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of Vendor's assets and such attachment or process is not discharged within 14 days;
- i.* any event occurs, or proceeding is taken, with respect to Vendor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Section 5(b) to Section 5(i) (inclusive); and
- j.* the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

6. Pricing; Invoicing; Payment.

- a. Pricing.* The total price for the Products supplied shall be the amount designated in the Order. Vendor hereby represents and warrants to Customer that the prices charged to Customer are no higher than the prices that have been charged by Vendor to any other customers purchasing similar quantities of the Products.
- b. Submission of Invoice.* All Vendor invoices must be submitted to Customer within ninety (90) days of the close of the applicable month in which Products were shipped to Customer. Customer shall have no obligation to pay for invoices submitted beyond this ninety (90) day period. If Vendor is unable to meet the e-commerce provisions of Section 7 below, invoices will be mailed to Customer at its address as reflected on the Order.
- c. Payment.* All invoices shall include a reference to Customer's applicable Order number. Customer shall make payment net sixty (60) days of the date of receipt of Vendor's invoice. Customer is taxable based on the shipment destination and all applicable local/state taxes are the responsibility of Customer. In those states where Vendor collects local/state sales taxes, Vendor will add these taxes to the invoices and remit to the appropriate taxing authority. In those countries or states where Vendor collects sales tax, VAT or GST, Vendor will add the

taxes to the invoice and remit to the appropriate taxing authority. In the event Vendor submits to Customer invoices at prices lower than those previously agreed to in the Order, then Customer's sole responsibility shall be payment of the lesser of the invoice amount or the amount in the Order. Invoices shall be paid in the currency of the shipment destination (i.e. Pound Sterling for Products delivered to any UK destination and in the currency of the country of shipment destination for products delivered in countries outside the UK).

d. Early Invoice Payment. If Customer pays any invoice amount within fifteen (15) days of receipt of such invoice, an early payment discount will apply. The amount of the early payment discount will be two percent (2%) of the total amount of the invoice.

7. Electronic Transmission of Documents. Vendor and Customer acknowledge the efficiency of automated ordering, invoicing and payment. Both parties desire to automate certain operations for purchase and sale transactions ("**Transactions**") by transmitting and receiving documents electronically (hereinafter called "**Documents**") in substitution for conventional paper-based documents, and the parties agree to do so at their own, individual expense. Examples of Documents which may be transmitted include: Vendor Bulletins; Catalogues; Orders; Acknowledgments; Modifications to Orders; Ship Notices; Invoices; Schedule Changes; and Change Orders. For example, Vendor agrees to accept Orders from Customer's ERP system. Any signed Document transmitted through e-commerce shall constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. The parties further agree not to contest the validity or enforceability of signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing and signed by the party to be bound thereby.

8. Inspection. All Products furnished under the Order will be subject to Customer's inspection and approval within ninety (90) days of delivery, irrespective of payment date. Customer shall have a reasonable period of time to submit claims relating to count, weight, quantity, loss or damage to delivered Products.

9. Warranties. Vendor represents and warrants that all Products furnished by Vendor (i) will be free from defects in materials and workmanship and will be in full conformity with Vendor's specifications; (ii) shall not be adulterated or misbranded within the meaning of the U.S. Food, Drug, and Cosmetic Act or such equivalent legislation in the United Kingdom; (iii) will be fit for Customer's intended use provided Vendor has reason to know of such use and any specification for the Products, including any related plans and drawings, that is agreed by Customer and Vendor, (iv) will have clear and good title, free and clear from all liens, claims and encumbrances; (v) will comply

with all applicable laws and regulations; and (vi) will be labeled and packaged in accordance with industry standards and any instructions provided by Customer. Vendor's warranty with respect to clause (i) of the preceding sentence will continue (1) with respect to equipment, for the longer of Vendor's specifications or twelve (12) months from delivery; or (2) until the expiration of the applicable shelf-life required under Section 2.d. hereof for consumables and other Products. Vendor hereby represents and warrants that the sale of any Products covered by these Terms, and the use of such Products (including without limitation the use of any process, patents or technology described in the labeling, package insert, manufacturer's specifications, or instructions), does not and will not infringe or otherwise violate any patents or other intellectual property rights of any third parties. Vendor hereby represents and warrants that it shall (x) at all times, maintain all the consents necessary to carry out its obligations under these Terms; and (y) maintain adequate procedures designed to prevent the breach of any laws or regulations by its employees and agents.

10. Indemnification. Vendor agrees to defend, indemnify, and hold Customer (including its Business Groups) and its/their directors, officers, employees, agents, sponsors and customers (the "**Customer Indemnitees**") wholly harmless from and against all damages, losses, liabilities, obligations, judgments, settlements, costs and expenses, including reasonable legal fees incurred by any of the Customer Indemnitees arising from any claim, demand, lawsuit, or other action made or brought against any of the Customer Indemnitees by any third party that is caused by or attributable to (a) Vendor's breach of these Terms (including without limitation any of its representations or warranties in these Terms), (b) the failure of a Product to function in accordance with the Product's written specifications, (c) any negligence or willful misconduct of Vendor, (d) any infringement or violation of any third party patents or other intellectual property rights of any third parties based on the Products or Customer's use of the Products (including without limitation the use of any process, patents or technology described in the labeling, package insert, manufacturer's specifications, or instructions), (e) any breach of Vendor's confidentiality obligations under these Terms or (f) any other liability resulting from Customer's use of the Products. However, the foregoing rights to indemnity shall not apply to the extent that such claim results from Customer's sole negligence or willful misconduct including, without limitation, the negligence of Customer's employees, or from the modification of any Product of Vendor by a third party not within Vendor's control or without Vendor's permission. In the event of a claim or other action in connection with which Customer is seeking indemnification from Vendor hereunder, Customer agrees to give timely notice of the lawsuit or action to Vendor and to cooperate with Vendor in the defense of the claim or action (at Vendor's expense).

11. Insurance. Vendor hereby represents that it has obtained, and Vendor agrees to continue to keep in force, until the delivery of all Products under the Order, at its sole cost and expense, a

policy of professional indemnity and public liability insurance with bodily injury, death, and property damage with annual limits of at least One Million Pounds (£1,000,000) per occurrence and Ten Million U.S. Pounds (£10,000,000) in the aggregate, including product and contractual liability coverage. In addition, Vendor will maintain any insurance required by applicable law. Vendor shall, upon request from Customer, provide a certificate of liability insurance as evidence that it has secured the insurance required herein. In the event that Vendor has “claims made” coverage, Vendor agrees that it shall either maintain continuous “claims made” coverage for a period of at least six (6) years after all Products under the Order have been delivered or secure a six (6) year run off liability policy.

12. Force Majeure.

Neither party shall be liable for any delays in the performance of its obligations under the Order due to any act or cause beyond the reasonable control and without the fault of such party, including without limitation acts of God such as flood, tornado, earthquake; acts of government (i.e., civil injunctions or enacted statutes and regulations); or acts or events caused by third parties such as riot, strike, power outage or explosion; or the inability due to any of the aforementioned causes to obtain necessary labor or materials (a “**Force Majeure Event**”). A party experiencing a Force Majeure Event shall provide the other party with prompt written notice of such Force Majeure Event, and use commercially reasonable efforts to resolve any delay caused by such Force Majeure Event.

13. Confidentiality.

a. Definition. For the purpose of this Section 13:

- (i) “**Confidential Information**” means the terms of each Order, any amounts payable under the Order, and all information (whether oral, written or in electronic or any other form) belonging to or relating to Customer, its business affairs or activities (including information concerning any trade secrets, intentions or business plans of Customer) which is marked or stated to be confidential or which due to its character or nature, a reasonable person in a like position and under like circumstances would treat as and/or reasonably believe to be confidential;

b. Restrictions. Vendor agrees that Vendor will not use any Confidential Information for any purpose other than for performance of its obligations under the Order, and Vendor will not disclose or otherwise make available any Confidential Information to any third party without the

written consent of Customer. Vendor will treat Customer's Confidential Information with the same degree of care as if it were its own proprietary information. All persons receiving Confidential Information on behalf of Vendor under the Order shall be subject to written obligations of confidentiality and non-use consistent with the obligations set forth herein. The restrictions on use and disclosure of Confidential Information set forth in this Section 13 shall become effective upon Vendor's acceptance of the Order and remain in effect thereafter

(1) with respect to Confidential Information that rises to the level of a trade secret under applicable law, for so long as such Confidential Information retains its status as a trade secret, and (2) with respect to Confidential Information that does not rise to the level of a trade secret under applicable law, for a period of five (5) years following the delivery of all Products under the Order.

c. *Exceptions.* The obligations set out in this Section 13 shall not apply to Confidential Information that Vendor can reasonably demonstrate: (i) is or has become publicly known other than through breach of this Section 13; (ii) was in the possession of Vendor prior to disclosure by Customer; (iii) was received by Vendor from an independent third party who is not subject to an obligation of confidentiality to Customer, or (iv) was received by any of the Vendor's officers or employees who need to have the Confidential Information in connection with the proper performance of their duties or to any professional advisers who are advising it in connection with any of the matters dealt with in these Terms but the Vendor must ensure that each such person to whom information is disclosed keeps the information confidential and does not disclose it to any third party. The restrictions on disclosure also shall not apply to the extent the Confidential Information is required to be disclosed by law, a court of competent jurisdiction or any securities exchange or governmental or regulatory authority or body, provided that Vendor gives Customer prompt written notice of the requirement and cooperates with any efforts of Customer to limit such disclosure.

d. *Duty to Report.* Vendor shall immediately notify Customer of any breach of its obligations under this Section 13, regardless of whether Vendor deems such breach to be immaterial.

e. *Equitable and Injunctive Relief.* Vendor acknowledges that its breach of this Section 13 may cause irreparable damage, and, therefore, damages alone may not be an adequate remedy for any breach by Vendor and Customer shall, without proof of special damage, have the right to seek injunction, specific performance and other equitable relief, and to recover the amount of damages (including reasonable legal fees and expenses) incurred in connection with any actual or threatened breach hereof.

14. Data Privacy.

a. For the purposes of this Section 14:

- (i) **“Data Protection Legislation”** means all applicable data protection and privacy legislation in force from time to time in the United Kingdom including the UK General Data Protection Regulation (as defined in section 3(10) of the Data Protection Act 2018); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any guidance or codes of practice issued by the Information Commissioner's Office and all other applicable laws and regulations relating to data protection and privacy in any jurisdiction in which goods, deliverables and/or services are being provided or the Personal Data is being processed; and
- (ii) **“Personal Data”** means any and all personal data in respect of which Customer is a data controller and which will be processed by the Vendor in connection with the Order where “personal data”, “process” and “data controller” have the meanings given to them by the Data Protection Legislation.

b. Vendor shall comply with all Data Protection Legislation including (where applicable) by maintaining any valid and up-to-date registration or notification required under the Data Protection Legislation.

c. To the extent that Vendor processes Personal Data on behalf of Customer in connection with the Order and/or these Terms, the following shall apply: (i) the subject matter of the processing is the provision of Products and related services under the Order; (ii) the duration of the processing shall be for the term of the Order and any period thereafter during which Vendor retains Personal Data in accordance with Customer's instructions; (iii) the nature and purpose of the processing is to enable Vendor to perform its obligations under the Order; and (iv) the types of Personal Data processed and the categories of data subjects shall be as set out in the Order or as otherwise notified by Customer to Vendor in writing from time to time.

d. Without prejudice to the generality of Section 14(b), Vendor shall, in relation to any Personal Data processed in connection with the performance by Vendor of its obligations under the Order:

- (a) process that Personal Data only on the documented written instructions of Customer unless Vendor is required by applicable law to otherwise process that Personal Data. Where Vendor is relying on applicable law as the basis for processing Personal Data, Vendor shall promptly notify Customer of this before performing the processing required by such applicable law unless such applicable law prohibits Vendor from so notifying Customer;
- (b) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (c) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected;
- (d) not transfer any Personal Data outside of the UK or EEA unless the prior written consent of Customer has been obtained and the following conditions are fulfilled: (i) Customer or Vendor has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) Vendor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) Vendor complies with reasonable instructions notified to it in advance by Customer with respect to the processing of the Personal Data;
- (e) assist Customer, at Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify Customer without undue delay on becoming aware of a personal data breach;
- (g) at the written direction of Customer, delete or return Personal Data and copies thereof to Customer on termination of the Order unless required by applicable law to store the Personal Data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Section 14 and allow for audits by Customer or Customer's designated auditor and promptly inform Customer if, in the opinion of Vendor, an instruction infringes the Data Protection Legislation; and
- e. Customer does not consent to Vendor appointing any third party processor of Personal Data under the Order and/or these Terms without Customer's prior written consent.

Where Customer consents to Vendor appointing a third party processor, Vendor confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this Section 14 and which reflect and will continue to reflect the requirements of the Data Protection Legislation. As between Customer and Vendor, Vendor shall remain fully liable for all acts or omissions of any third party processor appointed by it.

15. Non-Exclusivity. Customer shall not be precluded from making purchases of the same or similar products from any other supplier.

16. Performance; Remedies.

a. Technical Problems. For purposes of the Order, “**Technical Problems**” means deficiencies related to quality, availability and/or shipment of Products, including without limitation inconsistent shipments, and Products that do not meet package insert claims or performance specifications as published in the manufacturers’ publications. In the event that Technical Problems are identified, Customer will notify Vendor of the problem by telephone or electronic communication, and Vendor will, within the course of five (5) days thereafter, develop an action plan to promptly correct the Technical Problem and deliver this, in writing, to Customer.

b. Remedies. In the event Vendor (i) supplies any defective or nonconforming Products hereunder (including without limitation damaged Products or Products not in compliance with the Order, product specifications, or any Product warranties hereunder), or (ii) fails to timely supply conforming Products hereunder, Customer may, at its option: (a) receive from Vendor a discount for such non-conforming Products (in an amount to be agreed upon by the parties); (b) terminate the Order or any part thereof; (c) reject and return (or destroy, at Vendor’s request) such Products and charge Vendor all costs and expenses related to the shipment and return; (d) cover and charge Vendor for any loss and costs incurred; or (e) require Vendor to replace or otherwise correct, without expense to Customer, any such Products. If Customer has already paid for the Product and Customer does not wish to receive a replacement Product, then Customer shall receive, at its option, either a full refund or credit against future purchases. If Customer requests a replacement Product, then Vendor shall send a replacement Product on an expedited basis at Vendor’s expense. No limit on time to return will apply to defective Products unless agreed by Customer in writing. All rights and remedies stated herein shall be in addition to any rights and remedies provided by law, and shall survive inspection, test, acceptance and payment.

17. Use of Name. Vendor acknowledges that Customer has a proprietary interest in its legal and

business name and reputation. Therefore, Vendor agrees that it shall not use Customer's name nor shall Vendor mention or describe an Order or its relationship with Customer in any press release, advertising, marketing, and promotional materials or other publications or materials without first obtaining the prior written approval of Customer.

18. Governing Law. Each Order and any non-contractual obligations arising out of or in connection shall be governed by and construed with the law of England and Wales.

19. Jurisdiction and Dispute Resolution. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with any Order or these Terms (including any dispute relating to the existence, validity or termination of any Order or these Terms or any non-contractual obligation arising out of or in connection with any Order or these Terms) and, accordingly, any proceeding, suit or action arising out of or in connection with any Order or these Terms ("**Proceedings**") shall be brought in the courts of England and Wales. Vendor irrevocably submits to the jurisdiction of the courts of England and Wales in relation to any Proceedings and waives any objection to the bringing of Proceedings in any such court on the ground of venue or on the ground of inconvenient or inappropriate forum. Vendor agrees that a judgment in any Proceedings brought in the courts of England and Wales shall be conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

20. Change in Law or Regulation. Should either party reasonably conclude that any portion of the Order or these Terms is or may be illegal, invalid or unenforceable in any respect under any applicable law, including any changes to applicable law made after acceptance of the Order by federal, state or local authorities, or if any such change or proposed change would materially alter the amount or method of compensating Vendor for Products purchased by Customer, or would materially increase the cost of Vendor's performance hereunder, the parties agree to negotiate written modifications to the Order as may be necessary to establish compliance with such legal requirements and/or to reflect applicable changes in compensation necessitated by such legal requirements.

21. Audit. Vendor shall maintain accurate and complete records relating to its compliance with its obligations under the Order and these Terms, including without limitation the "most favorable pricing" commitment in Section 6.a. During the period between Vendor's acceptance of the Order and five (5) years after final payment by Customer, Vendor shall permit Customer or its agents, on a confidential basis, to audit, and receive copies of, Vendor's records relating to its compliance with its obligations under the Order. Such audit shall be conducted upon at least ten (10) days' prior notice, during regular business hours. Such audits will not be conducted more than once annually, unless Customer conducts additional audits 'for cause' based on quality incidents. Vendor shall grant

Customer, upon Customer's request, access to Vendor's facilities in connection with any such audit for the purpose of assessing Vendor's compliance with applicable law and these Terms. Customer shall not unreasonably interfere with Vendor's business activities while conducting a compliance audit. Customer will bear the cost of such audit unless such audit reveals a material breach or reveals that Customer was overcharged by an amount exceeding five percent (5%) of the total amount paid by Customer to Vendor over the applicable period of review, in which case Vendor shall reimburse Customer for its costs associated with the audit.

22. Assignment and Customer's Business Groups. Neither party shall assign, transfer, grant any security interest over, create any trust in respect of or deal in any other manner with, sub-contract or delegate any or all of its rights or obligations under the Order without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that (i) Customer shall have the right to extend its rights under the Order to its Business Groups and (ii) in relation to an assignment of receivables due to the Vendor by Customer under these Terms and made pursuant to and in accordance with the Business Contract Terms (Assignment of Receivables) Regulations 2018, no consent of Customer will be required.

23. Amendment; Waiver. With respect to an Order that has already been accepted, these Terms may not be amended, varied, supplemented, deleted or modified except by written agreement of both parties. With respect to future Orders, Customer reserves the right to amend or modify these Terms at any time in its sole discretion by posting to its website or otherwise making such amended or modified terms available, in which case such amendments or modifications will apply to all subsequent Orders accepted by Vendor. A waiver of any provision of, or a consent granted under, an Order shall be effective only if it is in writing and signed by or on behalf of the waiving or consenting party and then only in the specific instance and for the specific purpose for which it is given. A failure by either party to exercise, or a delay by it in exercising, any right or remedy under an Order shall not constitute a waiver of that or any other right or remedy. The single or partial exercise by a party of any right or remedy under an Order shall not preclude any other or further exercise of that right or remedy or the exercise of any other right or remedy. No breach of any provision of an Order shall be waived or discharged except with the express written consent of the party not in breach. No waiver of any breach of any provision of any Order shall operate as a waiver of any repetition of such breach.

24. Independent Relationship. None of the provisions of the Order or these Terms are intended to create, nor shall be deemed or construed to create, any relationship or partnership between Vendor and Customer other than that of independent entities contracting with each other solely for

the purpose of effecting the provisions of the Order. Neither of the parties, nor any of their respective employees shall be construed to be the agent, employer or representative of the other. Neither of the parties shall have the authority to act in the name or on behalf of the other or otherwise to bind the other party in any way (including by way of the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

25. Headings. The headings in these Terms are for convenience and reference only and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.

26. Enforceability; Severability. The invalidity or unenforceability of any term or provision of these Terms in any jurisdiction shall not affect the validity or enforceability of any of the other terms or provisions in that jurisdiction or of the entire Order in any other jurisdiction. If any provision is held invalid by a court of competent jurisdiction, such shall be severed and the Terms shall be interpreted as though the severed provision had not existed.

27. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail, or by express delivery service (such as Federal Express) where the recipient must execute its receipt, to the other party at the address for such party reflected on the Order, or to such other address as such party may hereafter designate in writing.

28. Subcontractor Flowdown.

a. Government Contractor Requirements. To the extent applicable to Vendor pursuant to Customer's status as a contractor with the Federal Government of the United States, Vendor agrees to comply with all relevant and applicable statutory, regulatory, and contractual requirements. In furtherance thereof, Vendor will provide Customer with all required written certifications, representations, and disclosures as may be required.

b. Vendor Subcontractors. Vendor agrees that it shall not engage any entity or individual that is not an employee of Vendor (a "**Subcontractor**") to perform any portion of its obligations under the Order unless Vendor has received Customer's prior written authorization. Vendor shall ensure that each Subcontractor executes an agreement in which such Subcontractor agrees to be bound to all of the obligations described in the Order, to the extent of the work to be performed by Subcontractor for the benefit of Customer, and naming Customer as a third party beneficiary of such agreement. Vendor shall provide Customer with copies of such agreement(s) upon request by Customer. Notwithstanding the foregoing, Vendor shall remain responsible for the provision of the Products and services in accordance with the Order.

29. Ethical Labor and Anti-Human Trafficking Requirements.

- a. *Customer has adopted a policy regarding Ethical Labor and Anti-Human Trafficking. In furtherance thereof, Vendor and Vendor employees shall not:*
- *Engage in severe forms of trafficking in persons, procure commercial sex acts, or use forced labor or unlawful child labor in the performance of the contract;*
 - *Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity documents, such as passports or drivers' licenses;*
 - *Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions and housing, any significant costs to be charged to the employee, and, if applicable, the hazardous nature of the work;*
 - *Use recruiters that fail in any way to comply with local labor laws of the country in which the recruiting took place;*
 - *Use recruiters that charge "recruiting fees" to employees;*
 - *Provide or arrange housing that fails to meet the host country and safety standards;*
 - *Fail to provide a written employment contract, recruitment agreement, or similar work paper, if required by law or contract, in the employee's native language at least five days before the employee parts from his or her country of origin; or*
 - *Fail to provide or reimburse return transportation costs upon the end of employment for employees who were brought into a country for the purpose of performance of this contract.*
- b. *Furthermore, Vendor shall cooperate with Customer and participate in any investigations, audits, or other reviews resulting from an alleged violation of the representations made above, whether formal or informal, as reasonably requested by the Customer or its delegates. Such cooperation does not require the waiver of (1) any existing attorney-client privilege by Vendor or (2) any right of Vendor or any of Vendor's officers, principals, owners, employees or agents not to self-incriminate.*
- c. *Violations – Consequences of violations of this Section 29 may include, but are not limited to, removal from the contract, reduction in benefits, or immediate termination.*

30. Global Compliance Warranties. Pursuant to these Terms, each party represents that it has not and agrees that it will not violate the laws and regulations of the United States of America (including the Foreign Corrupt Practices Act), any local laws of the country of operation, the country in which business is being conducted, or any other relevant country as applicable (including the

United Kingdom Bribery Act of 2010) pertaining to bribery, improper payments, and kickbacks. Pursuant to these Terms, each party represents that it has not and agrees that it will not, either directly or indirectly, engage in bribery, or offer, or promise, or solicit, or make any “improper payment”, or receive an “improper payment,” including, but not limited to, cash, loan, gift, travel, entertainment, hospitality, facilitation payment, kickback, political or philanthropic contribution, anything of value for the benefit of the client or its personnel or any entity or individual associated with the client or its personnel, or for any other perceived benefit as an inducement to act or refrain from acting, or in order to improperly obtain or retain a business advantage in relation to the Order. Notwithstanding any other provision of these Terms or the Order to the contrary, each party shall comply with, and retain responsibility for its compliance with, all applicable export control laws (e.g., the U.S. Export Administration Regulations) and economic and trade sanctions programs (e.g., economic sanctions maintained by the U.S. Treasury Department) relating to its respective business, facilities, and the provision of services to third parties (collectively, “**Trade Control Laws**”). It shall be in the sole discretion of Customer to refrain from being directly or indirectly involved in the provision of goods, software, services and/or technical data that may be prohibited by applicable Trade Control Laws, including sanctions currently in place against Cuba, Iran, North Korea, Sudan, Syria, the Crimea region of Ukraine, and Specially Designated Nationals and Blocked Persons (“**SDNs**”). Notwithstanding any other provision herein, the obligation of Customer to enter into any order pursuant to these Terms shall be, at all times, subject to its ability to do so in a manner consistent with all applicable anti-boycott laws and regulations of the United States, including those regulations administered by the U.S. Department of Commerce Bureau of Industry and Security’s (“**BIS**”) Export Administration Regulations (“**EAR**”), 15 C.F.R. § 760, and the U.S. Department of the Treasury Internal Revenue Service’s (“**IRS**”) Internal Revenue Code (“**IRC**”), I.R.C. § 999 and Treas. Reg. § 1.999-1 (collectively, “**U.S. Anti-boycott Laws**”). Customer shall not be required to take, or to refrain from taking, any action where to do so would be inconsistent with or penalized under the U.S. Anti-boycott Laws. Vendor’s breach of the representations or prohibitions described in this Section 30 shall constitute a material breach of the Order, and in the event of such breach, Customer shall have the right to terminate the Order in whole or in part, immediately upon written notice to Vendor. Regardless of whether Customer exercises its right to terminate the Order, Vendor shall indemnify Customer for any claims made against Customer in connection with Vendor’s violation of the prohibitions described in this Section 30 and Vendor agrees to release any claim for any unpaid and/or future compensation under the Order.

31. Prevention of Fraud, Waste and Abuse. These Terms are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date of the acceptance of the Order, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations, the Program Fraud Civil

Remedies Act of 1986, the Deficit Reduction Act of 2005, the related federal False Claims Act, state False Claims Acts, the federal Anti-Kickback Statute, the federal Stark Law and state kickback and healthcare referral laws, and whistleblower protections associated with any of the foregoing as well as any equivalent law in the United Kingdom. Vendor has written policies and procedures for detecting and preventing fraud, waste, and abuse and will ensure that Products and services provided to Customer under the Order are in accordance with the requirements of the applicable federal and state laws in the United States and the United Kingdom.

32. Compliance with Policies. Customer has adopted and updated a “Compliance with False Claims Acts under Federal and State Laws Policy” that sets forth Customer’s commitment to compliance with the federal Civil False Claims Act and similar state laws including the whistleblower protections under such laws. In addition, Customer has posted Customer’s *Code of Conduct and Ethics* and the *LabCorp Supplier Code of Conduct* that both set forth standards of conduct required of employees as well as Customer’s suppliers, vendors, contractors, consultants and agents. These documents are being provided to Vendor for Vendor’s records via the internet at www.labcorp.com/compliance/suppliers-vendors. Copies of these documents are also available upon request from Customer’s Corporate Compliance Department. As a supplier to Customer, Vendor and its employees agree to consult and comply with Customer’s policies as necessary with respect to all Products and services Vendor provides to Customer, and Vendor agrees to act in accordance with the requirements of applicable federal, state and local laws in the United States and the United Kingdom.

33. Sustainability. Customer is committed to sustainability through business operations that are environmentally responsible and conducted ethically. Customer also expects Vendor to demonstrate a high level of commitment to sustainability in its business operations. Vendor shall take reasonable measures to operate sustainably and protect the environment, which shall include, without limitation, conserving energy and natural resources, using sustainable and renewable technologies, undertaking initiatives to promote greater environmental responsibility, pollution prevention and waste reduction, improving efficiency to reduce the consumption of resources, including energy and water, improving emissions, avoiding the use of hazardous or conflict materials, and having systems in place for safe handling, movement, storage, disposal, recycling, reuse and management of raw materials, waste, air emissions and wastewater discharges. Upon Customer’s request, Vendor shall submit to Customer (i) a formal, documented policy which addresses its commitment to the efforts described in the preceding sentence, and (ii) evidence of its ongoing implementation of such policy.

34. AI Solutions. Vendor shall not offer artificial intelligence as part of its core service offering or

process Customer data through any artificial intelligence, machine learning, or other similar functionalities (collectively, “**Artificial Intelligence**”) including for the purposes of training or modifying such Artificial Intelligence without explicit permission from Customer. This section applies to all Customer data, including Customer data that has been anonymized or pseudonymized. Any use of Artificial Intelligence shall always be in compliance with all applicable laws, including all Data Protection Legislation.

35. Entire Agreement. The Order and these Terms constitute the entire agreement and understanding between the parties concerning the subject matter herein and therein and is a complete statement of the terms thereof and shall supersede and extinguish all previous agreements, arrangements and understandings between the parties, whether oral or written with respect to the subject matter herein. The parties shall not be bound by any representation made by either party or an agent of either party that is not set forth in the Order or these Terms. Any applicable provisions required by federal, state, or local law are hereby incorporated by reference.

36. Language. The Order and these Terms were drawn up and negotiated in English and, to be valid, any notice or other communication given or made under or in connection with the Order or these Terms must also be in English. If, for any reason, the Order or these Terms or any such notice or other communication (or any part thereof) is translated into any language other than English, the English text shall prevail.

37. Further Assurance. Vendor shall, at its own cost and expense (i) execute or procure the execution of all such deeds and documents (in a form satisfactory to Customer), and (ii) do or procure the doing of all such acts and things, as the Customer may require for the purposes of giving Customer the full benefit of these Terms.

38. Third Party Rights. A person who is not party to an Order and these Terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any provision of an Order or these Terms.