



program; and (G) will comply with all other requirements under applicable Laws;

(iv) it will perform all Services in a competent, professional and workmanlike manner, and it has the required qualifications and expertise to perform; and any Work Product (defined in Section 27) will not infringe or misappropriate any Third Party's Intellectual Property.

(b) Anti-corruption. Seller covenants, represents and warrants that: (i) it is now in compliance with and shall continue to comply with, all applicable Laws related to



indicated in the Order Details, a valid Certificate of Origin, a valid Certificate of Analysis or Certificate of Conformance with the Specifications and Seller's product code/list number, and the tariff classification code number; Purchaser reserves the right to refuse delivery of any Goods without these documents. Shipments must equal the quantity ordered, unless otherwise agreed by Purchaser in writing.

16. **Cargo Safety & Security Requirements.** Seller will package, load and ship the Goods in accordance with any requirements provided by Purchaser. In the absence



not agree to any settlement or compromise that would be binding on Purchaser or its Affiliates, or involves making an admission of guilt or wrongdoing, without Purchaser's prior written consent.

22. **Insurance.** Seller will purchase and maintain, at its own cost and expense, commercial insurance of the types and minimum amounts as follows with licensed insurers with a minimum A.M. Best rating of "A-" size "IX": (a) US\$2,000,000 per occurrence of commercial general liability insurance, including products and completed operations liability and contractual liability; (b) workers compensation insurance as required by applicable Law and US\$2,000,000 per occurrence for employers liability coverage; (c) US\$2



35. **Transparency.** Seller acknowledges that Purchaser is required by applicable Laws to report payments and transfers of value made to certain health care professionals and organizations, including costs of meals and travel. If Seller makes any such payments on Purchaser's behalf, Seller agrees to: obtain the recipient's consent to disclose the payment; collect data concerning the payment; and promptly report the data to Purchaser via Transparency_Hub@abbott.com.

36. **Assignment.** Seller shall not assign the Purchase Order

