

PURCHASE ORDER TERMS AND CONDITIONS (U.S. AND PUERTO RICO ONLY)

1. APPLICABILITY. This purchase order ("Purchase Order") is an offer by Amneal Pharmaceuticals LLC, with an address at 400 Crossing Boulevard, Bridgewater, NJ 08807 ("Amneal"), for the purchase of the products specified on the face of the Purchase Order ("Product(s)") from the party to whom the Purchase Order is addressed ("Seller") in accordance with and subject to these terms and conditions set forth herein ("Terms"). The Supplier and Amneal shall each be referred to as "Party" and collectively as "Parties". This Purchase Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Purchase Order. In the event of any conflict between the terms of any definitive written agreement(s) between the Parties and this Purchase Order, the terms of the written agreement(s) shall control and apply. Nothing in this Purchase Order shall be interpreted to prevent Amneal from obtaining from any other third party, or providing to itself, any or all such Products or from ceasing to use Supplier to provide such Products. In addition, the Terms of this Purchase Order shall:

- a. prevail over any terms or conditions contained in any other documentation and expressly exclude any of Supplier's general terms and conditions of sale or any other document issued by Supplier in connection with this Purchase Order;
- b. apply to any replacement Product provided by Supplier hereunder; and
- c. not obligate Amneal to make any minimum purchase or make any future purchases under this Purchase Order.

2. SUPPLIER'S ACCEPTANCE. This Purchase Order is not binding on Amneal until Supplier accepts the Purchase Order in writing. Supplier shall accept the Purchase Order within five (5) business days of Amneal placing the Purchase Order. Amneal may withdraw this Purchase Order at any time before it is accepted by Supplier. Further, Supplier shall, within two (2) business days of receipt of this Purchase Order, inform Amneal if Supplier is delayed with or unable to fulfill this Purchase Order. Supplier's acceptance of this Purchase Order may be in writing, email, fax, EDI or other manifestation of acceptance such as, but not limited to, Supplier's provision of any Products covered by this Purchase Order, or through Supplier's acceptance of any payment made pursuant to this Purchase Order, whichever occurs first.

3. DELIVERY DATE. Supplier shall deliver the Product in the quantities and on the date(s) specified in this Purchase Order or as otherwise agreed in writing by the Parties ("Delivery Date"). Timely delivery of the Product is of the essence. If at any time it appears that Supplier will not meet such delivery date or schedule, Supplier shall promptly notify Amneal in writing of reasons for, and the estimated duration of, the delay. If requested by Amneal, Supplier shall ship delayed Products by means to avoid or minimize delay to the maximum extent possible, any added cost to be borne by Supplier. If Supplier fails to deliver the Product in full on the Delivery Date, Amneal may terminate the Purchase Order immediately by providing written notice to Supplier and Supplier shall indemnify Amneal against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Product on the Delivery Date.

4. DELIVERY CHARGES. All freight and delivery charges will be borne by Supplier, unless specifically agreed to in advance, in writing by Amneal. Provided Amneal agrees to accept such freight and delivery charges in advance, the amount allocated for product freight delivery will be separately stated on the Purchase Order Form and any related invoice, and all amounts shown will include all packaging, loading and shipping applicable to the Products sold or provided under this Purchase Order or the materials used in connection therewith.

5. DELIVERY LOCATION. All Product shall be delivered to the address specified in the Purchase Order ("Delivery Location") during Amneal's normal business hours or as otherwise instructed by Amneal.

6. SHIPPING TERMS. Delivery shall be made Ex Works at the Delivery Location, Incoterms®. Supplier shall give written notice of shipment to Amneal when the Product are delivered to a carrier for transportation. Supplier shall provide Amneal all shipping documents, including the commercial invoice, packing list, bill of lading and any other documents necessary to release the Product to Amneal within seven (7) business day(s) after Supplier delivers the Product to the transportation carrier. The Purchase Order number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to the Purchase Order.

7. TITLE AND RISK OF LOSS. Title passes to Amneal upon delivery of the Product or services to the Delivery Location. Supplier bears all risk of loss or damage to the Product until delivery of the Product to the Delivery Location. Further, Supplier shall bear the same risks with respect to any Products rejected by Amneal or as to which Amneal has revoked its acceptance from the time of such rejection or revocation.

8. PACKAGING. Supplier shall be responsible for packaging, loading and shipping the Products in accordance with any packaging specifications, shipping methods and other related requirements set forth in this Purchase Order or otherwise communicated in writing to Supplier by Amneal. If no such specifications, methods or requirements are so specified, Supplier shall be responsible for packaging, loading and shipping the Products in a manner sufficient to prevent damage and loss to the Products during shipment. Shipments must equal quantity ordered, unless otherwise agreed to by Amneal in writing. Supplier shall provide a packing list to Amneal (which shall be securely attached to the outside of the package) for all shipments referencing the Purchase Order number.

9. AMENDMENT AND MODIFICATION. Supplier acknowledges and agrees that Amneal may provide Supplier with a written request for changes to the Products, as the case may be, from time to time. Amneal and Supplier shall review all such requests to determine the effect, if any, such requested changes may have upon fees payable, delivery schedule, and other terms and conditions of this

Purchase Order. After such effects have been assessed, Amneal may decide, in its sole discretion, whether to implement such changes.

10. ACCEPTANCE BY AMNEAL. Amneal, at its sole option, may inspect all or a sample of the Product, and may reject all or any portion of the Product if it determines the Product are nonconforming, defective or not made to specification. If Amneal rejects any portion of the Product, Amneal has the right, effective upon written notice to Supplier, to: (a) rescind the Purchase Order in its entirety; or (b) reject the Product and require replacement of the rejected Product. If Amneal requires replacement of the Product, Supplier shall, at its expense, within fifteen (15) business days replace the nonconforming Product and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Product and the delivery of replacement Product. Amneal may further inspect the Product for non-obvious defect or other non-conformance to the specifications during the shelf-life of such Product, and shall have the right to reject any Product that does not conform to the specifications. If Supplier fails to timely deliver replacement Product, Amneal may replace them with Product from a third party and charge Supplier the cost thereof and terminate this Purchase Order for cause. Any inspection or other action by Amneal under this Section shall not reduce or otherwise affect Supplier's obligations under the Purchase Order, and Amneal shall have the right to conduct further inspections after Supplier has carried out its remedial actions.

11. CUSTOMS CLEARANCE. For shipment of Products imported into the commerce of the United States, Supplier shall promptly provide Amneal with a commercial invoice that includes the information required by 19 CFR 141.86, as supplemented and/or amended from time to time. Supplier shall remain fully responsible for its compliance obligations under this Purchase Order.

12. COUNTRY OF ORIGIN REQUIREMENT. Whether a Product is imported into the United States or manufactured and delivered within the United States, Supplier shall determine the appropriate Country of Origin according to 19 C.F.R. § 102 (or the relevant regulation, if a trade agreement is applicable) and mark Products in line with 19 C.F.R. § 134.

13. SAFETY DATA SHEETS. If applicable for the Products, Supplier shall provide to Amneal all information related to the safety, safe handling, environmental impact, and disposal of the Product including, without limitation, safety data sheets. Supplier shall promptly deliver to Amneal any updates or amendments to the information, including those made to address the United Nations Globally Harmonized System of Classification and Labeling of Chemicals' requirements, provided pursuant to this Section and any new information relating to the safety, safe handling, environmental impact, or disposal of the Product.

14. PRICE. The price of the Product is the price stated in the Purchase Order ("**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Supplier's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, or otherwise agreed in writing by Amneal, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Amneal.

15. TAXES. The amount of taxes imposed will be separately stated on the Order Form and any related invoice and all amounts shown will include all federal, state and local sales, use, excise and similar taxes applicable to the Products sold or provided under this Purchase Order or the materials used in connection therewith; and Supplier shall pay any and all such taxes, except taxes required by applicable law to be paid or borne by Amneal. Notwithstanding the foregoing, each of Amneal and Supplier shall bear sole responsibility for all taxes of any kind imposed by a federal, state, local, or foreign governmental authority, directly on said Party, including, but not limited to, those on, or measured by or referred to as income, gross receipts, financial operations, franchise, profits, license, excise, premium, windfall profits taxes, duties or similar fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by such governmental authority with respect to that Party's income, operations, employment, property (whether owned, leased or deemed to be owned or leased) or business operations.

16. PAYMENT TERMS. Unless otherwise specified by Amneal, Supplier shall issue an invoice to Amneal on or any time after the completion of delivery and only in accordance with the Terms. Amneal shall pay all properly invoiced amounts due to Supplier within ninety (90) days after Amneal's receipt of such invoice, except for any amounts disputed by Amneal in good faith. All payments hereunder must be in US dollars and made by via check with certified funds, or electronic funds or wire transfer. In the event of a payment dispute, Amneal shall deliver a written statement to Supplier no later than fifteen (15) business days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Supplier shall continue performing its obligations under the Purchase Order notwithstanding any such dispute. Any such billing disputes shall not be cause for Supplier's non-delivery of Products. Payment by Amneal shall not result in a waiver of its rights under this Purchase Order.

17. SETOFF. Without prejudice to any other right or remedy it may have, Amneal reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Amneal to Supplier.

18. MOST FAVORED CUSTOMER STATUS. The Parties intend that, except if prohibited by law, Amneal shall have the status of a "most-favored customer" with respect to matters of pricing, availability, and other terms. Supplier represents and warrants that the prices and other terms provided to Amneal under this Purchase Order are not less favorable than those extended to any of its other customers for similar Product under reasonably similar circumstances and, in the event that Supplier provides any of its other customers with more favorable prices or other terms, Supplier shall immediately provide that more favorable price or other term to Amneal.

19. WARRANTIES. Supplier warrants to Amneal that for a period of twelve (12) months from the Delivery Date, (or for such longer warranty period as provided by Supplier), Product will: (a) be free from any defects in workmanship, material and design; (b) conform to

applicable specifications, drawings, designs, samples and other requirements specified by Amneal and in compliance with applicable law; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Product by Amneal. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Amneal's discovery of the noncompliance of the Product with the foregoing warranties.

20. INDEMNIFICATION. To the fullest extent permitted by applicable law, Supplier shall defend, indemnify and hold harmless Amneal and Amneal's subsidiaries, affiliates, successors or assigns and its respective directors, officers, and employees (collectively, "Indemnitees") against any and all third party loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with: (i) a breach by Supplier of the representations, warranties, covenants, and any other provisions set forth in this Purchase Order Terms, including, but not limited to, any confidentiality, privacy and/or security obligation and the obligations to comply with applicable laws; (ii) any claim charging that Supplier's provision or Amneal's purchase or use of the Products constitutes misappropriation or infringement of any third party's intellectual property rights or breach of a confidential relationship; (iii) injury to or death of any person or damage to any property resulting from and/or caused by Supplier in connection with the Supplier's performance or non-performances of its obligations under this Purchase Order; and (iv) the negligence or willful misconduct of Supplier while in the performance of its obligations under this Purchase Order. Supplier shall not enter into any settlement without Amneal's or Indemnitee's prior written consent. If the Products or the use of such Products are held to constitute an infringement or misappropriation, and their sale or use is enjoined, Supplier shall, at Supplier's expense and option, either procure for Amneal the right to continue to use such Products, or replace the same with equivalent non-infringing Products, or modify the same so they become equivalent non-infringing Products; except that if the foregoing is not commercially practicable or upon request by Amneal, Supplier shall refund to Amneal all fees paid by Amneal under this Purchase Order for such Products that are dependent thereon.

21. INSURANCE. During the term of the Purchase Order and for a period of two (2) years thereafter, each Party shall, at its own expense, maintain and carry insurance in full force which is reasonable and customary in the pharmaceutical industry for companies of comparable size. Each of Supplier and Amneal shall provide written proof of such insurance to the other Party upon a written request.

22. COMPLIANCE WITH LAWS. Supplier is in compliance with and shall comply with all applicable laws, regulations and ordinances. Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Purchase Order.

23. Supplier represents, warrants and covenants that neither Supplier nor any of Supplier's personnel engaged in activities in connection herewith:

- a. are debarred under Section 306(a) or 306(b) of the United States Federal Food, Drug and Cosmetic Act, as may be amended and supplemented from time to time;
- b. have been charged with, or convicted of, any felony or misdemeanor within the ambit of 42 U.S.C. §§ 1320a-7(a), 1320a-7(b)(1)-(3), or are proposed for exclusion during such personnel's employment or contract term;
- c. are excluded, suspended or debarred from participation, or otherwise ineligible to participate, in any Federal or State health care programs (including convicted of a criminal offense that falls within the scope of 42 U.S.C. §1320a-7 but not yet excluded, debarred, suspended, or otherwise declared ineligible), or excluded, suspended or debarred from participation, or otherwise ineligible to participate, in any Federal procurement or non-procurement programs. Supplier will notify Amneal immediately, but in no event later than five (5) business days, after knowledge of any such exclusion, debarment, suspension or ineligibility otherwise occurring in connection with this Purchase Order, or if any action or investigation is pending.

24. Amneal is a federal government contractor and consequently Amneal and Supplier by accepting this Purchase Order, agree to abide by the following contract requirements, where applicable: Utilization of Small Business Concerns, 48 CFR 52.219-8 (15 U.S.C. 637(d)(2) and (3)); Equal Opportunity, 48 CFR 52.222-26 (E.O. 11246); Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, 48 CFR 52.222-35 (38 U.S.C. 4212); Affirmative Action for Workers with Disabilities, 48 CFR 52.222-36 (29 U.S.C. 793); Notification of Employee Rights Concerning Payment of Union Dues or Fees, 48 CFR 52.222-39 (E.O. 13201); and Service Contract Act of 1965, 48 CFR 52.222-41 (41 U.S.C. 351, et seq). Amneal and Supplier agree to comply with all applicable laws in the performance of their obligations hereunder, including, without limitation, the applicable local and Foreign Corrupt Practices Act, the UK Bribery Act, the EU General Data Protection Regulation, HIPAA, and other applicable laws relating to privacy.

25. ANTI-BRIBERY/ANTI-CORRUPTION BREACH. Supplier has not and will not directly or indirectly offer or pay, or authorize such offer or payment of, any money or anything of value in an effort to influence any Government Official (as defined below) or any other person in order for Amneal to improperly obtain or retain business or to gain an improper business advantage and has not accepted, and will not accept in the future, such a payment. For purposes of this Purchase Order, a "Government Official" shall be broadly interpreted and means: (i) any elected or appointed non-U.S. Government official (e.g., a legislator or a member of a non-U.S. Government ministry); (ii) any employee or individual acting for or on behalf of a non-U.S. Government official, non-U.S. Government agency, or enterprise performing a function of, or owned or controlled by, a non-U.S. Government (e.g., a healthcare professional employed by a non-U.S. Government hospital or researcher employed by a non U.S. Government university); (iii) any non-U.S. political party officer, candidate for non-U.S. public office, or employee or individual acting for or on behalf of a non-U.S. political party or candidate for public office; (iv) any employee or individual acting for or on behalf of a public international organization; (v) any member of a royal family or a member of a non-U.S. military, and (vi) any individual otherwise categorized as a Government Official under applicable law. "Government" means all levels and subdivisions of governments (i.e., local, regional, or national and administrative, legislative, or executive).

If Supplier has been provided with a copy of Amneal's International Anti-Bribery and Anti-Corruption Principles, it will communicate such Principles to all persons acting on its behalf in connection with work for Amneal, including its agents or subcontractors. If requested by Amneal, Supplier will complete and submit a signed certification attesting to its compliance with this Section.

26. TERMINATION FOR BREACH. Amneal may terminate this Purchase Order effective immediately upon notice to Supplier, if Supplier (i) breaches any of the representations and warranties set forth herein that (a) improper payments are being or have been made or offered to Government Officials or any other person by the Supplier or those acting on behalf of the Supplier with respect to this Purchase Order, or (b) that the Supplier or those acting on behalf of the Supplier with respect to this Purchase Order has accepted any payment, item, or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity. Further, in the event of such termination, Supplier shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into by Supplier prior to such termination, and Supplier shall be liable for damages or remedies as provided by this Purchase Order, at law or in equity.

27. U.S. CUSTOMS – TRADE PARTNERSHIP AGAINST TERRORISM (“C-TPAT”). Supplier acknowledges that Amneal is a certified member of C-TPAT. Importers that have joined C-TPAT are expected to have substantially fewer of their imports inspected and, hence, fewer supply chain delays (“C-TPAT Benefits”). As a C-TPAT member, Amneal is required to make periodic assessment of its international supply chain based upon C-TPAT security criteria. If requested by Amneal, Supplier agrees to conduct an annual security audit at each of its facilities and to take all necessary corrective actions to ensure the continued participation of Amneal in C-TPAT. Supplier agrees to share with Amneal the results of such annual audits and agrees to prepare and submit to Amneal a report on the corrective actions taken in response thereto. In addition, Amneal may audit Supplier's records and facilities for the purpose of verifying that Supplier's procedures are in accordance with the C-TPAT security criteria, and Supplier shall provide Amneal with access to Supplier's records and facilities reasonably necessary for the purpose of conducting such audit. In an effort to secure each part of the supply chain, if Supplier is not already a member, Supplier agrees to work in good faith to become a member of the CTPAT program, if Supplier is organized or incorporated in the United States, Mexico or Canada, or the equivalent supply chain security program criteria administered by the customs administration in Supplier's home country if Supplier is not organized or incorporated in the United States, Mexico or Canada.

28. WAIVER. No waiver by any Party of any of the provisions of the Purchase Order shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Purchase Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Purchase Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

29. CONFIDENTIAL INFORMATION. All non-public, confidential or proprietary information of the Amneal, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Amneal to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Purchase Order is confidential, solely for the use of performing the Purchase Order and may not be disclosed or copied unless authorized by Amneal in writing. Upon Amneal's request, Supplier shall promptly return all documents and other materials received from Amneal. Amneal shall be entitled to seek injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Supplier at the time of disclosure; or (c) rightfully obtained by the Supplier on a non-confidential basis from a third party.

30. FORCE MAJEURE. Neither Party shall be deemed to be in breach of this Purchase Order or otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure event (provided that the Party claiming Force Majeure has used all reasonable endeavors to mitigate the event of Force Majeure and carries out its obligations under this Purchase Order as far as is practicable) of which it has notified that other Party and the time for performance of that obligation shall be extended accordingly if the act agreed upon has not become impossible to perform. If the Force Majeure event in question prevails for a continuous period in excess of one month then the Parties shall enter into bona fide discussions with a view to alleviate its effects or to agree upon such alternative arrangements as may be fair and reasonable. If the Parties are unable to arrive at a mutual solution, then the Party which has not suffered the Force Majeure, will have the right to terminate the Purchase Order by issuing a termination letter forthwith.

For the purposes of this Purchase Order Force Majeure shall mean the acts of God, natural disasters, fires, work strikes, or any governmental measures.

31. ASSIGNMENT. Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Purchase Order without the prior written consent of Amneal. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve either Party of any of its obligations hereunder. Amneal is entitled to assign, transfer, delegate or subcontract any of its rights or obligations under the Purchase Order to any of its affiliates without Suppliers prior written consent.

32. RELATIONSHIP OF THE PARTIES. The relationship between the Parties is that of independent contractors. Nothing contained in the Purchase Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Purchase Order.

33. **NO THIRD-PARTY BENEFICIARIES.** This Purchase Order is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Purchase Order Terms.

34. **GOVERNING LAW.** Any and all actions between the Parties regarding interpretation or application of any term or provision of this Purchase Order shall be governed by and interpreted in accordance with the laws of the State of Delaware, U.S.A, without regard to the principles of conflicts of laws applicable in such jurisdiction. Any dispute under this Purchase Order shall be decided in the courts having jurisdiction within the State of Delaware. Furthermore, the Parties waive any defense that such forum is inconvenient.

35. **CUMULATIVE REMEDIES.** The rights and remedies under this Purchase Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

36. **NOTICES.** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Purchase Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

37. **SEVERABILITY.** If any term or provision of this Purchase Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Purchase Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

38. **SURVIVAL.** Provisions of this Purchase Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Purchase Order including, but not limited to, the following provisions: Warranties, Indemnification, Compliance with Laws, Confidentiality, Governing Law.