

## Purchase Order Terms and Conditions – Colombia

**1. General:** These terms (“Terms”) are incorporated into this purchase order (“Order”) issued by Optum Global Solutions Colombia S.A.S. (“OGS”) to the Vendor for providing goods, services or other deliverables. Commencement of performance of services or shipment of goods by the Vendor in the absence of an alternate written agreement between OGS and Vendor constitutes Vendor’s acceptance of these Terms. These terms and conditions, together with the provisions specified in the Order, constitute the entire agreement between the Parties for the provision of the goods and/or services specified and replaces all previous discussions, negotiations, understandings and representations between the Parties, whether oral or written (unless a specific agreement for these services and/ or goods has been executed by authorized representatives of both Parties).

**2. Quantity, Quality, Deliveries and Packing:** The quantity of goods and/or quality of services delivered must match the quantities/ quality indicated on the face hereof. Non-conforming goods/ services may be returned/ rejected at Vendor’s expense. TIME IS OF THE ESSENCE FOR ALL ORDERS. Vendor shall ship and deliver goods and/or render services hereunder on the date or dates specified on the face hereof. If Vendor’s deliveries fail to meet the schedules specified in this Order and express shipments and/or partial shipments are requested by OGS, Vendor will assume all excess shipping charges. No charge will be paid by OGS for packing, boxing, or cartage, unless specified on the face hereof. Loss of or damage to any goods not packed in such a manner as to ensure proper protection to same shall be borne by Vendor. Each package of goods shipped must contain a memorandum showing shipper’s name, contents of package and the purchase order number provided on the face of this Order.

**3. Shipping:** Vendor will be responsible for shipping goods in the most economical manner unless other instructions are provided by OGS. Unless otherwise instructed, Vendor will ship all Orders F.O.B to OGS’ designated facility. Vendor will honor all OGS routing instructions. Instructions may be indicated on the Order, on file with Vendor, or communicated verbally by OGS. All shipments of goods must be accompanied by a bill of lading that references the Order number, the number of items in the shipment and, in the case of a partial delivery, the outstanding balance remaining to be delivered. Vendor will bear risk of loss to all goods in transit and will pay any related insurance costs. OGS will not pay for shipping/delivery charges unless otherwise specified in the Order.

**4. Inspection:** All goods supplied and services rendered will be subject to final inspection and acceptance by OGS after delivery/ performance, notwithstanding prior payment, it being expressly agreed that payment shall not constitute final acceptance. OGS may reject any goods supplied or services performed which contain defective material or deficient workmanship or otherwise do not conform to this Order, applicable drawings, specifications or samples. Without prejudice to any other rights which OGS may have, if the goods are not delivered or services are not performed by the “Due Date” as specified in the Order, OGS reserves the rights to: (a) cancel the Order in whole or in part; (b) refuse to accept any delivery of the goods which Vendor attempts to make; (c) recover from Vendor any expenditure reasonably incurred by OGS in obtaining the goods/ availing services from another Vendor; and (d) damages for any additional costs, loss or expenses incurred by OGS which are in any way attributable to Vendor’s failure to deliver the goods or perform the services on the “Due Date”.

**5. Payment Terms:** In consideration of the supply of the goods and/or services by Vendor under the Order, OGS will pay Vendor the price stipulated in the Order. No deposits, prepayments or restocking fees will be authorized. Unless otherwise specified in the Order, the Order price will be inclusive of any applicable sales or use tax and all other charges, unless the Order specifies otherwise. OGS will not be responsible for taxes based on Vendor’s net income. OGS shall pay all invoices within the Thirty (30) days of receipt of the invoice by OGS. Vendor will submit an invoice to the “Invoice To” address for goods and/or services provided under the Order. All invoices must contain a description of the goods and/or services, the Order price; a delineation of any applicable expenses and/or taxes; and the Order number. OGS will be entitled to withhold payment of any invoice which does not contain the Purchase Order number; is not mailed to the “Invoice To” address, and/or is for goods and/or services that do not meet the requirements of the Purchase Order. Interest charges and late payment penalties will not be accepted.

**6. Confidential Information:** Vendor agrees to treat as confidential all of OGS’s confidential or proprietary information it may become aware of, including but not limited to, specifications, drawings, blueprints and business, financial, customer or other technical data, supplied by OGS in connection with this Order or obtained by the Vendor during the course of the performance under this Order. Vendor shall not copy any such information without OGS’s prior written approval, shall not disclose this information to any other person, shall not use the information for any purpose other than its performance under this Order, and shall return all information to OGS on completion or termination of this Order.

**7. Infringement:** (a) Vendor shall defend, indemnify and hold OGS, its customers, and agents harmless from any loss, cost, expense, damage or liability resulting from any action brought or threatened against OGS based on an allegation that any goods or services, or OGS's use of any goods or services, provided under this Order infringe a patent, copyright, trademark, service mark or any other proprietary rights of a third party. In the event any such claim of infringement is made or threatened, or injunctive relief is granted to a claimant, Vendor shall, at its own expense, either obtain for OGS the right to continue using the goods or services, substitute other goods or services of like capability, replace or modify the goods or rectify the services so that they become non-infringing while retaining like capability or in the event of the impossibility of the foregoing options, issue OGS a refund for the purchase price of such goods or services.

**8. Warranties:** Vendor will supply goods and provide the services as set out in the Order. Vendor will supply goods and perform the services using reasonable skill and care and in accordance with any timeframe and service levels set out in the Order. Services will be performed only by Vendor Resources who have appropriate skills, qualifications and experience. Vendor Resources will comply with (a) all applicable laws relating to the provision of services (including any health and safety regulations) and (b) all policies made available by OGS. Unless otherwise specified in the Order, Vendor will provide (at its own cost) all materials and/or equipment necessary for the performance of the services. Vendor warrants that all goods furnished or services performed under this Order shall (i) be free from defects in materials and deficiency in workmanship, (ii) conform to the applicable specifications, drawings, samples or other descriptions, (iii) be free from defects in design (iv) be suitable for the intended purpose, (v) be free of defects in title and (vi) any other warranty according to applicable Colombian Laws. These warranties shall remain in effect, as to the goods furnished and/or services performed, serviced and/or repaired and/ or rectified under this Order for a period of time consistent with the warranty life normally offered by the Vendor. Vendor agrees to pass through all warranties from other manufacturers.

Vendor represents and warrants that neither Vendor nor its representatives or agents has or will give, offer, promise, or authorize the payment of any money, services or anything else of value, either directly or through a third party, to any official or employee of any governmental authority or instrumentality, or of a government-owned or government-controlled enterprise, or of a public international organization, or of any agency or subdivision thereof, or to any political party or official thereof, or to any candidate for political office or to any spouse, family member or close associate of any of the individuals specified above for the purpose of: (i) influencing any act or decision of that person in his official capacity, including a decision to fail to perform his official functions, (ii) inducing such person to use his influence with such governmental agency or instrumentality or such public international organization or political party to affect or influence any act or decision thereof, or (iii) securing any improper advantage

**9. Indemnity and Insurance:** Vendor agrees, at their own expense, to indemnify, defend and hold harmless OGS and its parents, subsidiaries, affiliates and the respective directors, officers, employees and agents of each, from losses, damages, expenses (including reasonable attorneys' fees, and penalties) (collectively, "Damages") associated with any claim against OGS arising out of the acts, negligence or omissions of Vendor in the performance under this Order or breach of any of the terms and conditions or any of the representation or warranty provided by the Vendor is found false or Damages caused to OGS due to misappropriation of intellectual property of OGS, damages caused due to defective workmanship, quality or materials, any injury to persons, including death, or damage to tangible, personal or real property due to the Vendor and/or any Vendor's employee/personnel/resources while performing at any OGS facility. The Vendor shall maintain all applicable insurances and provide to OGS with certificates of all insurances upon request. In the event Vendor will be onsite at any OGS location for the provision of goods and/or services, Vendor must have insurance as applicable or specified as insurance requirements and must provide OGS with a current Certificate of Insurance prior to entering any OGS Facility.

**10. Compliance with Applicable Laws:** Vendor shall comply with all applicable foreign or domestic anti-corruption and anti-bribery laws and regulations (as amended from time to time), including, but not limited to, the U.S. Foreign Corrupt Practices Act, the U.K Bribery Act, any applicable law, rule or regulation promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed on 17 December 1997, the Colombian Criminal Code, the Anticorruption Statute of the Republic of Colombia (Law 1474 of 2011), the Colombian Statute on Transnational Corruption Acts (Law 1778 of 2016), Laws 2013 and 2014 of 2019 of the Republic of Colombia, and related anti-bribery laws, and (b) laws relating to Vendor's obligations as an employer regarding the health, safety and payment of its employees. Vendor's compliance shall also include identifying and procuring the required permits, certificates, approvals, and inspections of Vendor's performance under this Order. Without limiting the foregoing, Vendor represents that it will not make or offer to make payments of money or provide anything of value, directly or indirectly, to any officials, foreign or domestic, for the purpose of

influencing the acts of such officials, to obtain or retain business or gain an improper advantage in connection with any business venture or contract in which Vendor is a participant.

In addition to the foregoing, Vendor declares that (i) the resources, funds, money, or assets of his property are of legal source and they are not linked to money laundering or any of its related crimes, and the resources to be used by Vendor for purposes of this Order will not be used for the financing of terrorism, financing of the proliferation of weapons of mass destruction, or any other criminal conduct, in accordance with the regulations in force; (ii) for rendering the services under this Order, it will not contract, subcontract or in any way, have links with any person who is listed in restrictive lists, including, but not limited to, those of the United Nations Security Council described in the Resolutions 1267 of 1999, 1373 of 2001, 1718 of 2006, and 2178 of 2014, the SDN List of the US OFAC, Interpol list, or other international lists on persons linked to money laundering crimes, financing of terrorism, financing of the proliferation of weapons of mass destruction, acts of corruption, among others; (iii) neither the Vendor nor its administrators, nor its shareholders or partners that hold more than five percent (5%) of the capital stock or earnings, (a) are being investigated or have been convicted in any country, administratively or judicially, by national or foreign authorities, for crimes related to drug trafficking, kidnapping, money laundering, financing of terrorism, its related crimes, financing of the proliferation of weapons of mass destruction, acts of public or private corruption, or the extinction of domain over any of its assets, (b) are found within the restrictive national or international lists including, but not limited to, those of the United Nations Security Council described in Resolutions 1267 of 1999, 1373 of 2001, 1718 of 2006, and 2178 of 2014, and the SDN List of OFAC, the Interpol list, or other national or international lists on persons linked to crimes of money laundering, financing of terrorism, financing of the proliferation of weapons of mass destruction, acts of corruption, among others (c) have been or are mentioned in mass media of national or international scope as people who have committed, collaborated, promoted, or are related to acts of drug trafficking, kidnapping, money laundering, financing of terrorism, financing of the proliferation of weapons of mass destruction, or acts of public or private corruption at the national or international level.

**11. Data Protection Terms.** If Vendor's services involve the creation, processing, retention, deletion, use or disclosure of personal data (as that term is defined under relevant Colombia Data Protection Law), including of OGS employees and other individuals ("Personal Data"), then Vendor will comply, and will require that its personnel and subcontractors comply, with all applicable requirements of the relevant Colombia Data Protection Law, including, without limitation: (a) processing the Personal Data only for the extent required for Vendor to provide the services to OGS or as necessary for Vendor to meet its legal obligations and, in all cases, subject to the security and confidentiality requirements under the relevant Colombia Data Protection Law and; (b) ensuring that transmissions and/or transfers of personal information shall be made only in accordance with Colombia Data Protection Law. Vendor shall, in the event of an actual or reasonably suspected Personal Information Incident (as that term is defined under relevant Colombia Data Protection Law), notify OGS without undue delay (and in any event within twenty-four (24) hours), and shall provide OGS with all information necessary to enable OGS to comply with applicable requirements under the relevant Colombia Data Protection Law. The Parties agree that the responsibility for handling inquiries and/or claims addressed to one or both Parties under this Order made by Data Subjects (as that term is defined under relevant Colombia Data Protection Law) relating to the processing of their personal information and exercising their data protection rights falls to the Party receiving the Data Subject Request (as that term is defined under relevant Colombia Data Protection Law) with respect to the personal information held and under the responsibility of that Party as Data Controller (as that term is defined under relevant Colombia Data Protection Law). If a request is received from Data Subjects and the receiving Party is not able to respond, such Party shall transmit the request within two (2) business days to the other Party, who shall acknowledge receipt of the request. Vendor agrees to provide all assistance to OGS as reasonably necessary for OGS to meet its obligations under the relevant Colombia Data Protection Law relating to the Order (including, in responding to requests from Data Subjects exercising their rights under relevant Colombia Data Protection Law, consulting with competent authorities, and providing the necessary information to meet their accountability obligations under applicable law) and shall do so in a timely manner to ensure compliance with the relevant Colombia Data Protection Law. For purposes of this Order, "Colombia Data Protection Law" shall mean Colombia Law 1581 of 2012 and its Regulatory Decrees.

**12. Advertising:** Any advertising or any communication to a third party about this Order or use of any of the names, trademarks, services marks, logos, or other intellectual property of OGS or its affiliates by Vendor is prohibited without OGS's prior written approval.

**13. Assignment and Subcontracting:** Vendor may not assign either its rights or obligations under this Order without the prior written consent of OGS. No permitted subcontracting will in any way relieve Vendor of Vendor's obligations under the Purchase Order. Vendor will be liable for the acts or omissions resulting from any permitted assignment or subcontracting, as if they were Vendor's own acts or omissions.

**14. Force Majeure:** In the event of nonperformance or late performance of Vendor's obligations under this Order caused due to reasons beyond its control and occurring without its fault or negligence such as acts of God, war, acts of any state or governance, fire, explosions, the elements, epidemics, or blackouts, OGS will have the option to terminate this Order.

**15. Termination:** (a) For Cause: OGS reserves the right to terminate this Order, or any part hereof, if: (i) Vendor breaches any of the items of this Order including, but not limited to, failure to deliver the goods or perform the services by the time specified in this Order, or meet the required specifications, or (ii) Vendor becomes insolvent, files any assignment for the benefit of creditors, files a voluntary petition in bankruptcy; or any involuntary petition is filed to have Vendor declared bankrupt provided it is not vacated within thirty days from the date of such filing. OGS shall have no obligations to Vendor for the terminated portion of this Order and OGS's liability shall be limited to payment at the rate specified on the face of this Order for any portion of this Order that was delivered/ performed and accepted by OGS prior to termination. Vendor shall be liable for any excess re-procurement charges for any terminated goods and/or services. These remedies shall be cumulative and additional to any other or further remedies provided in law or equity.

(b) For Convenience: OGS may, for its convenience, terminate work under this Order in whole or in part at any time by giving 7 days' notice to Vendor in writing. Vendor will thereupon immediately cause work to be stopped on the terminated portion of this Order. Vendor shall be entitled to reimbursement for its actual costs incurred up to and including the date of termination. Advance if any, paid to the Vendor shall be refunded to OGS.

**16. Severance and Waiver:** If any part of these terms and conditions are held to be unenforceable, the validity of the remaining terms and conditions will not be affected. No delay or omission by either Party to exercise any rights or remedies under these terms and conditions will be deemed to be a waiver thereof. Waiver of any right under these terms and conditions will not be deemed to be a waiver of any other rights contained in these terms and conditions.

**17. Governing Laws:** This Order shall be governed by and construed in accordance with the laws of the Republic of Colombia and the Parties agree to submit to the exclusive jurisdiction of courts in Bogotá, Colombia.