

COMMERCIAL ITEM FLOW-DOWN CLAUSES

Terms for Subcontracts for Goods or Services that are Commercial Items

The Federal Acquisition Regulation (“FAR”) and Health and Human Services Acquisition Regulation (“HHSAR”) clauses set forth are incorporated by reference into the Agreement to which this Attachment relates, with the force and effect as though set forth in full text herein. The full text of FAR clauses may be accessed electronically at <http://www.aquisition.gov>; FAR and HHSAR clauses may be accessed at <http://www.ecfr.gov>. The additional clauses included in full text below are also incorporated by reference into the Agreement. The provisions included in this Attachment are required by Regeneron’s contract with the Biomedical Advanced Research and Development Authority (“BARDA”).

Unless otherwise noted with respect to a particular clause, the following changes in terminology will apply to each clause, regardless of capitalization, when consistent with a reasonable interpretation of the clause, which properly expresses the relationship between Regeneron and the Contractor.

The term “government” or “USG” means “Regeneron.”

The term “contractor” or “offeror” means “Contractor.”

The term “contract” or “grant” means “the Agreement.”

The term “contracting officer” or “contracting officer’s representative” means “authorized Regeneron representative.”

The term “subcontract” means “lower-tier agreement.”

| FAR CLAUSE | TITLE |
|-------------------|--|
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions (Oct 2010) [applicable only if the value of the Agreement exceeds \$150,000] |
| 52.203-13 | Contractor Code of Business Ethics and Conduct (Apr 2010 & Oct 2015) [applicable only if the value of the Agreement exceeds \$5 million and the Agreement has a performance period of more than 120 days; references to “Government” and “Contracting Officer” remain unchanged] |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) [references to “Government” remain unchanged] |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems (Jun 2016) [applicable only if the agreement is not for commercially available off-the-shelf items and the Contractor may have access to non-public information provided by or generated for the U.S. Government, excluding basic transactional information relating to interactions with the U.S. Government; references to the “Government” remain unchanged] |
| 52.209-6 | Protecting the Government Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013 & Oct 2015) [applicable only if the value of the Agreement exceeds \$30,000 and the Agreement is not for commercially available off-the-shelf items] |
| 52.219-8 | Utilization of Small Business Concerns (Oct 2014 & Nov 2016) [applicable only if the Agreement offers further subcontracting opportunities; the Contractor is required to flow down the clause to lower-tier subcontractors if the value of the Agreement exceeds \$650,000] |
| 52.222-21 | Prohibition on Segregated Facilities (Apr 2015) [applicable to the same extent as FAR 52.222-26] |
| 52.222-26 | Equal Opportunity (Apr 2015 & Sept 2016) [applicable unless exempted by the rules, regulations, or orders of the Secretary of Labor; an exemption applies if the Agreement is (i) valued at \$10,000 or less, unless the Contractor receives or can be expected to receive in a twelve-month period covered agreements valued at more than \$10,000 in the aggregate or (ii) for work performed entirely outside the United States with employees recruited outside the United States] |

| FAR CLAUSE | TITLE |
|-------------------|--|
| 52.222-35 | Equal Opportunity for Veterans (Jul 2014 & Oct 2015) [applicable if the value of the Agreement is \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary of Labor; an exemption applies if the Agreement is for work performed entirely outside the United States with employees recruited or transferred outside the United States] |
| 52.222-36 | Equal Opportunity for Workers with Disabilities (Jul 2014) [applicable if the value of the Agreement exceeds \$15,000, unless exempted by the rules, regulations, or orders of the Secretary of Labor; an exemption applies if the Agreement is for work performed entirely outside the United States with employees recruited or transferred outside the United States] |
| 52.222-37 | Employment Reports on Veterans (Jul 2014 & Feb 2016) [applicable if the value of the Agreement is \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary of Labor; an exemption applies if the Agreement is for work performed entirely outside the United States with employees recruited or transferred outside the United States; if applicable, the Parties will abide by the requirements of 41 C.F.R. § 61-300.10 as amended from time to time] |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) [applicable only if the value of the Agreement exceeds \$10,000 and the Agreement will at least partially be performed in the United States] |
| 52.222-50 | Combating Trafficking in Persons (Mar 2015) [Regeneron may take appropriate action against the Contractor, including termination of the Agreement, for violation of paragraph (b); if a certification is required under paragraph (h)(5), the Contractor will submit the certification at FAR 52.222-56 before award and during performance of the Agreement] |
| 52.222-54 | Employment Eligibility Verification (Aug 2013 & Oct 2015) [applicable only if the value of the Agreement exceeds \$3,000 and the Agreement involves services that will be performed in the United States, unless the services are commercial services that are part of the purchase of a commercially available off-the-shelf item, or an item that would be a commercially available off-the-shelf item but for minor modifications, and the services are normally provided with that item] |
| 52.224-3 | Privacy Training (Jan 2017) [applicable only if the Agreement involves clinical data or personally identifiable information] |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) [applicable only if the Contractor is a small business concern] |
| 52.244-6 | Subcontracts for Commercial Items (Apr 2015 & Jan 2017) |
| 52.247-64 | Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) [applicable only if Regeneron will provide the supplies being transported under the Agreement to BARDA without “adding value” pursuant to paragraph (d)] |

Additional Clauses Included in Full Text

The following additional clauses are included in the Agreement in full text, unless otherwise indicated below. The interpretive guidelines set forth above do not apply to each of the clauses included below.

1. **EXCLUDED STATUS.** Pursuant to FAR 52.209-6, the Contractor represents that, as of the date of the effective date of the Agreement, neither the Contractor or its subcontractor(s), nor any of the Contractor’s or its subcontractor’s respective principals, are debarred, suspended, or proposed for debarment by the U.S. Government. The Contractor must confirm this representation on the effective date of the Agreement if the effective date of the Agreement occurs after the date on which the

Contractor executes the Agreement. This provision does not apply if the Agreement is valued at \$30,000 or less or is for commercially available off-the-shelf items.

2. **PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.** Pursuant to FAR 52.203-11 and FAR 52.203-12, the Contractor hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been or will be paid to any person influencing or attempting to influence an officer or employee of any U.S. agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of the Agreement. The Contractor will provide Regeneron with a completed copy of OMB Standard Form LLL, Disclosure of Lobbying Activities, if any registrants under the Lobbying Disclosure Act of 1995 have made lobbying contact on behalf of the Contractor with respect to the Agreement. This provision only applies if the value of the Agreement exceeds \$150,000.
3. **REPORTING EXECUTIVE COMPENSATION.** The Contractor represents that either (i) the public has access to information about the compensation of its five most highly compensated executives through periodic reports filed under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986 or (ii) in each of the Contractor's fiscal years it has not and does not expect to receive 80 percent or more of its annual gross revenues from U.S. Government contracts, subcontracts, loans, grants, subgrants, cooperative agreements, or other forms of U.S. Government assistance. As long as this Agreement remains in effect, the Contractor will notify Regeneron if this representation is no longer accurate and, upon providing such notification, also provide Regeneron with information necessary to satisfy Regeneron's obligations under FAR 52.204-10.
4. **NON-DISCRIMINATION AND OTHER LABOR REQUIREMENTS.** The Contractor and Regeneron will, if applicable, abide by the requirements of 41 C.F.R. §§ 60-1.4, 60-1.7, 60-1.35(c), 60-300.5(a), 60-741.5(a), and 29 C.F.R. part 471, Appendix A to Subpart A, as updated from time to time. Among other requirements, these regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
5. **U.S. GOVERNMENT REPORTING.** No confidentiality provision included in the Agreement or this attachment may be construed to prohibit or otherwise restrict the Contractor, as a subcontractor of Regeneron under a U.S. Government contract, from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of the federal department or agency authorized to receive such information under the procurement.
6. **FINANCIAL CONFLICTS OF INTEREST.** The Contractor shall comply with requirements set forth in 45 C.F.R. Part 94 regarding financial conflicts of interest. Unless otherwise agreed with Regeneron, the Contractor and its agents and employees will follow Regeneron's conflict of interest policy under 45 C.F.R. Part 94. If Regeneron and the Contractor agree that the Contractor and its agents and employees will follow the Contractor's conflict of interest policy under 45 C.F.R. Part 94, the Contractor hereby certifies that its conflict of interest policy complies with 45 C.F.R. Part 94. The Contractor will submit all required reports to Regeneron at least fifteen calendar days before each report is due to the U.S. Government. The Contractor understands and agrees, and will ensure that its employees and agents understand and agree, that all information submitted pursuant to this provision may be disclosed to the U.S. Government. This provision only applies if the Agreement involves research, including, without limitation, nonclinical research.

7. **NO SUPPORT OF TERRORISM.** The Contractor acknowledges that U.S. executive orders and laws, including but not limited to Executive Order 13224 and Public Law 107-56, prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these executive orders and laws. This clause must be included in all subcontracts under this Agreement.