

CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement ("**Agreement**") is made and entered into as of the effective date defined herein (the "**Effective Date**"), by and between Amgen Inc., One Amgen Center Drive, Thousand Oaks, California 91320, United States, ("**Company**") and San Bernardino County on behalf of Arrowhead Regional Medical Center, 400 North Pepper Avenue, Colton, CA 92324, United States ("**Recipient**").

RECITALS

WHEREAS, Company is engaged in the business of the research, development and commercialization of human therapeutics ("**Field**");

WHEREAS, Recipient is engaged in providing services related to the Field; and

WHEREAS, Recipient wishes to receive information that is confidential and proprietary to Company.

NOW, THEREFORE, in consideration of Company's disclosure of the information, which is the subject hereof, and the mutual promises, covenants, conditions, and provisions contained in this Agreement, Recipient agrees to be bound by the terms and conditions set forth in this Agreement as follows:

1. PURPOSE

1.1 Recipient wishes to receive information that is confidential and proprietary to Company for the purpose of evaluating possible transactions regarding the Amgen-sponsored study entitled "Trial to Evaluate the Long-term Safety and Efficacy of Avacopan in Subjects With ANCA-associated Vasculitis", protocol number 20220159 involving the use of AMG 569 ("**Purpose**").

2. CONFIDENTIAL INFORMATION

2.1 Confidential Information. Recipient agrees to maintain as confidential all information, including but not limited to all procedures, developments, results, data, conclusions, technologies, inventions and the like, received from Company or obtained as a result of this Agreement that (i) is marked as confidential; (ii) is identified as confidential at the time it is disclosed; or (iii) would reasonably be considered confidential based on the subject matter or the circumstances of its disclosure ("Confidential Information"). For avoidance of doubt, any protocols (or protocol related material including but not limited to drafts, outlines, summaries, synopses, presentations), clinical trial agreements, budgets, protocol amendments, case report forms, investigator's brochures, case report form completion guidelines, study reference manuals, drug accountability forms, site inclusion / exclusion plastic cards, case report form correction forms, investigational new drug safety reports, enrollment waivers, contracts, memos / notes to file, and information related to the study drug(s), whether in written or oral form, shall always be considered Company Confidential Information, whether or not marked or identified as confidential by Company at the time of disclosure.

2.2 Confidentiality and Non-Use. Recipient agrees that all Confidential Information disclosed to it shall be held in confidence and shall not be used for any purpose other than for the Purpose or disclosed, communicated, or otherwise made available to any third party except where disclosure is required by law (in accordance with 2.3 below) or to those of its employees, agents, or representatives who have a need to know for the Purpose in connection with their employment or engagement and then only if they are bound by conditions of secrecy no less strict than those set out in this Agreement, which conditions the Recipient hereby agrees to enforce at the request of the Company. Recipient shall not use Confidential Information in generative or other artificial intelligence algorithms, models, software, tools, technologies, or systems, including but not limited to, natural language processing, deep learning models, or machine learning (collectively, "AI Tool") that are external, publicly accessible, non-secured, or not subjected to Recipient's internal technical and administrative safeguards. For the avoidance of doubt, Recipient may use or employ Confidential Information within an internal or non-publicly accessible, secured, dedicated cloud-based and/or local AI Tool instance solely to the extent necessary for the purpose of performing its obligations

under this Agreement, subject to strict compliance with the confidentiality, security and non-use terms and conditions of this Agreement.

2.3 Exclusions. The obligations set forth in this Article shall not apply to any portion of Confidential Information which (i) is or later becomes generally available to the public by use, publication or the like, through no act or omission of Recipient; (ii) Recipient possessed prior to the Effective Date of this Agreement without being subject to an obligation to keep such Confidential Information confidential, as evidenced by Recipient's written records; (iii) is lawfully obtained from a third party, who had the legal right to disclose the same to Recipient without restriction; or (iv) is independently developed by Recipient without the use or benefit of Confidential Information as evidenced by Recipient's written records. In the event Recipient becomes legally compelled to disclose any Confidential Information, it shall immediately provide Company with notice thereof prior to any disclosure, and shall use its best efforts to minimize the disclosure of any Confidential Information to the extent legally compelled, and shall cooperate with Company, at Company's sole expense, should Company seek to obtain a protective order or other appropriate remedy, except in such cases where Company has named Recipient as a respondent or defendant.

2.4 Public Records Law. Recipient represents, as of the effective date of this Agreement, that the state of California has enacted a public records law ("**Records Act**") and that Recipient, as a public entity, is subject to the Records Act. Company represents, and Recipient acknowledges Company's position, that Confidential Information is a trade secret or proprietary or confidential business information and as such exempt from disclosure under the Records Act. In the event Recipient receives an open record request for Confidential Information, Recipient shall assert the trade secret or corporate proprietary exemption under the Records Act (see e.g., Calif. Public Records Act: Gov't Code §7927.605) and shall not release such Confidential Information, absent a court order. Company must provide all factual information requested by Recipient to enable Recipient to assert such exemption. If there are any challenges to such asserted exemptions, Recipient shall notify Company immediately upon learning of such challenge prior to any disclosure and provide to Company all relevant information should Company seek to defend its position that the requested information should not be released. Company agrees to reimburse Recipient for, and to indemnify, defend, and hold harmless Recipient, its officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation, attorneys' fees, expenses, and court costs of any nature arising from or relating to Recipient's non-disclosure of any Confidential Information.

2.5 Return of Confidential Information Recipient must return to Company all Confidential Information in tangible form, including without limitation all copies, translations, interpretations, derivative works, and adaptations thereof immediately upon request by Company, or at Company's option, destroy all Confidential Information in Recipient's possession. Notwithstanding the foregoing, Recipient may retain one (1) copy of applicable Confidential Information for purposes of compliance with legal or contractual obligations or risk management. Recipient may not use such retained Confidential Information for any other purpose and shall restrict access to such retained Confidential Information to only Recipient's employees and representatives who have a need to know such Confidential Information for the purposes identified herein.

2.6 Destruction of Confidential Information. Recipient shall certify, in writing, any such destruction of Confidential Information, which such certification shall be provided to Company within 14 calendar days following receipt of Company's request for such destruction.

2.7 Information Security and Incident Notification. Notwithstanding anything in this section, Recipient shall maintain information security measures consistent with current industry standards and requirements of applicable laws to protect Confidential Information. In the event of an actual or reasonably suspected unauthorized access to or use, alteration, disclosure, loss, theft, or accidental or unlawful destruction of Confidential Information, including but not limited to Study data ("**Incident**"), Recipient shall notify Company via email at csoc@amgen.com and privacy@amgen.com no later than 48 hours after becoming aware of such Incident. The notification shall include a description of the Incident and its potential impact to Confidential Information, to the extent known at the time, any containment measures taken, as well as the contact information for a Recipient liaison who will keep Company informed about the Incident. Recipient shall keep Company informed of its investigation and, upon completion of its investigation, provide Company with its report about containment, remediation, and impact of the Incident to Confidential Information, if any. Recipient shall also reasonably cooperate with Company in its

investigation and with its regulatory, legal, and compliance obligations, if any, regarding the Incident. For the avoidance of doubt, routine network scanning, pings or port scans are not considered Incidents.

3. PATENT RIGHTS AND LICENSES

3.1 Recipient acknowledges and agrees that Confidential Information disclosed under this Agreement is confidential and proprietary to Company and that title and ownership of Confidential Information shall remain with Company. It is understood that no patent right or license is hereby granted by or to Recipient by this Agreement and that the disclosure of Confidential Information shall not result in any obligation by Company to grant to Recipient any rights in or to Confidential Information of Company. Recipient shall not make, have made, use or sell for any purpose any product or provide any service using, incorporating or derived from any Confidential Information.

4. FUTURE AGREEMENTS

4.1 Unless otherwise specified in a future, properly executed agreement between Company and Recipient, Confidential Information disclosed under this Agreement shall be subject to the terms of this Agreement.

5. REPRESENTATIONS AND WARRANTIES

5.1 Recipient warrants and represents that it has the right to enter into this Agreement, and that it has not entered into any agreement, whether written or oral, which would conflict with its obligations under this Agreement.

6. EXCHANGE OF INFORMATION AND TERM

6.1 Effective Date. The Effective Date of this Agreement shall be the date on which this Agreement is fully executed.

6.2 Expiration of Agreement. The ability to exchange Confidential Information under this Agreement shall terminate five (5) years after the Effective Date, and the Agreement will pertain to any and all Confidential Information disclosed to Recipient by or on behalf of Company during the term of this Agreement.

6.3 Survival. Recipient's obligations under any provisions set forth in this Agreement related to patent rights and licenses, representations and warranties, confidentiality, use of names, governing law, or which contemplate performance or observance subsequent to termination or expiration of this Agreement shall survive such expiration or earlier termination for a period of 10 years after the termination of this Agreement.

7. MISCELLANEOUS

7.1 Amendments. The terms of this Agreement may be amended only by the mutual written consent of the parties.

7.2 Governing Law and Venue. This Agreement shall be governed by the laws of the state of Recipient's address as specified herein, excluding conflict of law rules. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the Superior Court of the State of California, County of San Bernardino, San Bernardino District, and the parties hereby submit to the jurisdiction of said court for all purposes.

7.3 Use of Company Names. Recipient shall not use Company's names (including the names of Company's subsidiaries or parent, if any), symbols or marks, or any derivatives thereof in any form of publicity without the prior written consent of Company, or if such use is required under applicable law. In addition, and without Recipient's prior written consent, Company may identify the existence of this Agreement, the name, and/or the contact information of any party to this Agreement as required by applicable law.

7.4 Assignment. Neither party may assign or delegate the party's obligations under this Agreement either, in whole or in part, without the prior written consent of the other party, such consent shall not be unreasonably withheld. Company may assign this Agreement to any affiliate of Company or in connection with the sale to any third party of all or part of Company's business or assets to which this Agreement relates at any time without the prior consent of Recipient, but otherwise may not assign or delegate its

obligations under this Agreement without the prior written consent of Recipient, which shall not be unreasonably withheld, conditioned or delayed.

7.5 Waiver. No action or inaction by either party shall be construed as a waiver of such party's rights under this Agreement or as provided by applicable law. None of the terms of this Agreement may be waived except by an express notice in writing signed by the waiving party. The failure or delay of a party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver of such right. The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach.

7.6 Equitable Relief. Each party understands and agrees that money damages may not be a sufficient remedy for any breach of this Agreement and that the non-breaching party shall be entitled to seek specific performance, injunctive, and other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to any and all other remedies available at law or in equity.

7.7 Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and sets forth the entire terms and conditions under which this Agreement will be performed.

7.8 Debarment and Suspension. Company represents, at time of execution of this Agreement, that neither Company nor any of its employees engaged in the conduct of a study hereunder is (i) debarred pursuant to Section 306 of the United States Federal Food, Drug, and Cosmetic Act of 1938, as amended; or (ii) excluded from participation in a federal health care program under 42 C.F.R. Part 1001 et seq.

7.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and is binding on all parties notwithstanding that each of the parties may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic images of signatures shall be considered original signatures unless prohibited by applicable law. This Agreement and any changes governed by this Agreement and any amendments to any of the foregoing may be electronically signed by one or more parties. Any electronic signature used by a party to sign shall be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility unless prohibited by applicable law. Without limiting the foregoing, nothing in this section shall be construed to require a party to sign by electronic signature.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

AMGEN INC.

**SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER**

By: Kathryn Owen
Title: Senior Vice President, Global Development
Date:

(signature)
By: Dawn Rowe
(print or type name)
Title: Chairman, Board of Supervisors
Date: _____