

CONSULTING AGREEMENT

Baxter

Company: Baxter Healthcare Pty Limited of 1 Baxter Drive, Old Toongabbie NSW 3246, ABN 43 000 392 781 ("Baxter")

Consultant: [REDACTED], trading as [REDACTED] of [insert address] ("Consultant")

Consulting Service Term: [REDACTED]

Date: [REDACTED]

Baxter and the Consultant agree to enter into this consulting Agreement on the terms contained below:

1. **Scope of Work**

Baxter wishes to engage the Consultant to provide certain consulting services to Baxter, including, but not limited to:

- [list services]
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- together, ("the Services").

The Services shall be provided to Baxter by [REDACTED] in person, and the Consultant may not assign or contract out its obligation to perform the Services under this Agreement to another party.

2. **Compensation**

Baxter will pay the Consultant:

- A consulting fee of \$XX per hour, for YY consulting days per week (total of ZZ hours per week).
- Travel expenses incurred in the performance of the Services (air fare and accommodation if required), only with prior written approval from Baxter.

Payment will be made to the Consultant on a monthly basis following submission of an invoice to Baxter detailing the services performed, travel expenses and the account number to which payment should be made. Payment will be made within 30 days of the invoice date.

3. **Manner of Performance**

The Consultant has the requisite expertise, ability, and legal right to render the Services and will perform the Services in an efficient manner. The Consultant will abide by all laws, rules and regulations that apply to the

performance of the Services. The Consultant will comply with all of Baxter's relevant policies in providing the Services.

4. Confidentiality

In the course of performing the Services, the Consultant may receive confidential or proprietary Baxter information, the disclosure of which would not be in Baxter's best interests. The Consultant will keep this information confidential, together with any other information that the Consultant may acquire with respect to Baxter's business, including, but not limited to:

- Information developed by the Consultant for Baxter; and
- Information relating to new products, customers, pricing, know-how, process and practices;

until such time as such knowledge and information otherwise becomes generally available to the public through no fault of the Consultant.

The Consultant will not disclose to others, without Baxter's consent, the fact that it is providing the Services to Baxter, and will not publish any details on the subject of this consulting relationship, without obtaining prior written approval from Baxter. This undertaking to keep information confidential will survive the termination of this Agreement.

At the termination of this Agreement, the Consultant will return all provided property and information to Baxter.

5. Conflicts of Interest

The Consultant shall notify Baxter of any interest the Consultant has with any business operating in the Healthcare/Medical Industry in Australia and/or New Zealand, or which may otherwise conflict with the interests of Baxter, immediately upon the Consultant becoming aware thereof. During the term of this Agreement, the Consultant, whether on his own account or jointly, or as a consultant to or as a partner, agent, trustee, employee, shareholder, member or director, shall not be directly or indirectly interested, engaged or concerned in, or assist financially or any other way, any business which is a direct competitor to Baxter. For the avoidance of doubt, Baxter's direct competitors at the time of entry into this Agreement include Abbott, B Braun, CareFusion, Fresenius Kabi, Fresenius Medical Care, Hospira, Biomed, and any related companies, to the extent that these businesses operate in the Healthcare/Medical Industry in Australia and/or New Zealand.

Should the Consultant breach this clause, Baxter may terminate this Agreement with immediate effect by written notice to the Consultant and without further liability to the Consultant, except to pay for Services actually rendered.

6. Relationships with Others

During the term of this agreement and for one year after its termination date, neither the Consultant nor any employees of the Consultant may directly or indirectly perform consulting services of a similar nature to the Services provided by the Consultant under this Agreement, for Baxter's direct competitors, as listed in clause 5, and any related companies, to the extent that these businesses operate in the Healthcare/Medical Industry in Australia and/or New Zealand, without obtaining Baxter's prior written consent. This list will be amended from time to time, as required.

7. **Independent Contractor**

The Consultant is an independent contractor. The Consultant is not an employee of Baxter. The manner in which the Consultant renders the Services will be within the Consultant's sole control and discretion.

Baxter will not be responsible for the Consultant's acts, while performing the Services, whether on Baxter's premises or elsewhere. The Consultant will not have authority to speak for, represent, or obligate Baxter in any way.

8. **Ownership of Developments**

All written materials and other works which may be subject to copyright and all patentable inventions, discoveries, and ideas (included but not limited to any computer software) which are made, conceived or written by the Consultant during the term of this agreement, and for 90 days after it expires, and which are based upon the Services performed by the Consultant for Baxter ("**Developments**") shall become Baxter's property. The Consultant agrees to hold all Developments confidential in accordance with paragraph 4 of this Agreement.

9. **Disclosure and Transfer of Developments**

The Consultant will disclose promptly to Baxter each development and, upon Baxter's request and at Baxter's expense, the Consultant will assist Baxter, or anyone it designates, in filing patent or copyright applications in any country in the world. Each copyrightable work, to the extent permitted by law, will be considered a work made for hire and the authorship and copyright of the work shall be in Baxter's name. The Consultant will execute all papers and do all things, which may be necessary or advisable, in the opinion of Baxter, to prosecute such applications and to vest in Baxter, or its designee, all the right, title and interest in and to the developments. If for any reason the Consultant is unable to effectuate a full assignment of any development, the Consultant will transfer to Baxter, or its designee, its transferable rights, whether they be exclusive or non-exclusive, or as a joint inventor or partial owner of the development.

10. **Disclosures to Baxter**

If during the term of this Agreement, the Consultant discloses any copyrightable works, inventions, discoveries or ideas to Baxter which were

conceived or written prior to this Agreement or which are not based upon the Services performed by the Consultant for Baxter under this Agreement, Baxter will have no liability to the Consultant because of its use of such works, inventions, discoveries or ideas, except liability for infringement of any valid copyright or patent now or hereafter issued thereon.

11. **Term**

The term of this Agreement is as specified on the first page of this Agreement.

12. **Contract Termination**

Immediate Company Termination

Baxter may immediately terminate this Agreement without notice or payment in lieu of notice if the Consultant:

- Breaches any provision of this Agreement;
- Engages in any misconduct;
- Wilfully fails to discharge their duties or responsibilities;
- Engages in any other conduct which is likely to affect adversely the reputation of the company;
- Commits any other act which at common law would entitle the company to terminate the contract without notice or payment in lieu of notice;
- Becomes bankrupt or makes arrangement or composition with creditors.

If Baxter terminates this Agreement under one of the above terms, Baxter will pay the Consultant up to the date of termination only.

Termination By Either Party

Either Party may terminate this Agreement by giving three weeks' written notice to the other Party. Baxter may also choose to make a three-week payment in lieu of notice based on the Consultant's average week hours, or a combination of notice and payment in lieu of notice.

13. **General**

The Consultant may not assign this Agreement or any of the Consultants obligations due under it to any third party without Baxter's prior written consent.

This Agreement supersedes any prior agreement and understandings between the Parties respecting the subject matter of this Agreement.

This Agreement shall be construed according to the laws of New South Wales, Australia.

EXECUTED as an agreement.

SIGNED by for and on for and behalf of
BAXTER HEALTHCARE PTY LTD

Signature of director

Signature of human resources
representative

Name

Name

SIGNED by the Consultant in the)
presence of:)
)

.....
Name

.....
Witness

Name (printed):

SCHEDULE 2- ETHICS & COMPLIANCE STANDARDS FOR BAXTER SUPPLIERS

These standards apply to individuals/organizations that provide services, raw material, active ingredients, components, finished goods, or other products ("Suppliers"). Where they exist, the Supplier's own written ethics and compliance standards may replace these Standards if they are consistent with these standards and are incorporated into a written agreement between Baxter and Supplier.

ADHERANCE TO APPLICABLE LAWS & REGULATIONS

- Suppliers must comply with the applicable laws, rules, regulations, and ethical standards of the country in which they operate, applicable U.S. laws, as well as these Standards.

PROHIBITION OF BRIBES, KICKBACKS, UNLAWFUL PAYMENTS, AND OTHER CORRUPT PRACTICES

- Suppliers are prohibited from directly or indirectly paying anything of value to a government official in order to:
 - Win or retain business or to improperly influence the act or decision of any government official, political party, candidate for political office, or official of a public international organization;
 - Gain an improper advantage; or
 - Illegally influence the action of any individual, customer, company, or company representative.
- Suppliers are required to keep accurate and transparent records that reflect actual transactions and payments.
- While Baxter observes local business customs and market practices, neither Baxter nor any Supplier shall participate in any corrupt, unethical or illegal practices.

ACCURACY OF BUSINESS RECORDS

- All financial books and records must conform to generally accepted accounting principles.
- Supplier records must be accurate in all material respects.
 - Records must be legible, transparent, and reflect actual transactions and payments.
 - Do not hide, fail to record, or make false entries.

INTERACTIONS WITH HEALTHCARE PROFESSIONALS

- When engaged with healthcare professionals or patients on behalf of Baxter, all suppliers, dealers, distributors, agents and other third parties are must adhere to any industry standard of conduct that apply to them (such as AdvaMed and EFPIA Code of Practice.)
- Any payment or benefit provided to a healthcare professional on behalf of Baxter must comply with the policy for the country or region in which the healthcare professional resides and/or practices medicine.

FAIR COMPETITION AND ANTITRUST

- Suppliers must comply with all applicable laws and regulations regarding fair competition and antitrust.

INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

- All Suppliers requiring the exchange of confidential information with Baxter are required to execute a confidentiality agreement with Baxter in advance.

- Exchange of confidential information is limited to that required to fulfill contracted performance requirements.
- Suppliers shall not share Baxter's intellectual property or confidential information or any other information that they acquire with respect to Baxter's business (including information developed by Suppliers and information relating to products, customers, suppliers, pricing, costs, know-how, strategies, programs, processes, and practices).
- Suppliers must immediately report unauthorized disclosure of Baxter's confidential information, whether inadvertent or not, through the Ethics & Compliance Helpline at www.baxter.com/compliance.

DATA PRIVACY

- Supplier must abide by applicable data privacy laws and regulations when handling personal information.
- Suppliers must immediately report unauthorized use, disclosure, or loss of Baxter related personal information through the Ethics & Compliance Helpline at www.baxter.com/compliance.

EMPLOYMENT PRACTICES GUIDELINES

- Suppliers must treat Baxter employees with dignity and respect.
- Suppliers must comply with all applicable Employment laws and regulation including statutes prohibiting discrimination in the workplace.
- Suppliers shall not possess, use or sell illegal drugs on Baxter property or perform their work under the influence of alcohol or illegal drugs.
- Suppliers will not produce or manufacture goods or services using forced or indentured child labor. Regular full-time employees are to be at least 18 years of age. Suppliers must disclose the existence of part-time work, summer jobs, or apprenticeship programs for individuals under the age of 18 to Baxter's management.
- Baxter does not permit intimidation or hostility and will not tolerate any behavior from a supplier that might harass, disrupt or interfere with another person's ability to work.

CONFLICTS OF INTEREST

- A conflict of interest arises when personal interests or activities influence, or appear to influence, the ability to act in the best interests of Baxter. Some situations that could cause a conflict of interest include:
 - Having a significant financial investment in any company that competes, does business, or seeks to do business with Baxter. A significant financial interest includes voting control, or an ownership of more than 1% of the outstanding capital

of a business, or an investment that represents more than 5% of the investor's total assets.

- Providing similar services for direct competitors of Baxter, with access to confidential or competitive information.
- When family members (or domestic partners, or those personally close to you) work for Baxter, another Baxter supplier, Baxter customer or Baxter competitor.
- Suppliers must disclose any apparent or actual conflicts of interest to Baxter's management. If Baxter management approves an apparent or actual conflict, the approval decision must be documented.

MOBILE DEVICES, ELECTRONIC MEDIA, INTERNET AND E-MAIL USE

In those circumstances where Suppliers have access to Baxter's electronic environment (Intranet, e-mail, voicemail or other), Suppliers shall:

- Protect Baxter's confidential information and electronic media;
- Encrypt or password protect data;
- Keep mobile devices with you or locked while traveling;
- Comply with local data protection laws;
- Use these tools for Baxter business purposes only; and
- Use these tools consistent with Baxter's Global Acceptable Use of Information and Technology Policy including:
 - Do not knowingly download, view or forward materials of a discriminatory, harassing, threatening, sexual, pornographic, racist, sexist, defamatory or otherwise offensive nature. Electronic media must be primarily used for business purposes.
 - Do communicate protected information (personal or trade secret) in a way that recognizes the sensitivity of the information, possibility of unauthorized access, and compliance to local data protection laws. Suppliers will be responsible for keeping Baxter-given password(s) secret.
 - Realize that documents, software, e-mails and other web pages could bring damaging computer viruses into Baxter's network. Do not knowingly detach, decompress, run/launch or install any files or programs on Baxter's systems or open attachments that have damaging computer viruses. Do not download or disseminate any material from the Internet unless the copyright owner has provided consent.
 - Adhere to the timing and methods for retention and elimination of Baxter company data stored on electronic media.

TRADE COMPLIANCE

- Suppliers must comply with the letter and spirit of all applicable import and export controls, sanctions, and other trade compliance laws of the United States and the laws of the applicable country(ies) where the transaction(s) occur(s).

ENVIRONMENT, HEALTH & SAFETY

- Suppliers are expected to comply with all applicable laws and regulations regarding environment, health and safety.

- Suppliers working with Baxter or onsite at a Baxter location must work in a way that assures their own safety and the safety of others and in compliance with applicable Baxter and governmental environmental, health and safety requirements. Any emergencies that may impact Baxter must be reported promptly.

GIFTS & ENTERTAINMENT

Gifts and entertainment are not needed in order to conduct business with Baxter and are highly discouraged.

- The following situations are always inappropriate and are expressly prohibited:
 - Giving a gift, entertainment, or preferred treatment with the intention of trying to influence the decision-making objectivity of a Baxter employee.
 - Offering any gift, entertainment, or preferred treatment while involved in a current purchasing or contracting decision process. (RFI, RFQ, RFP).
 - Any gift of currency including "gift cards".
 - Offering entertainment where the Supplier will not be present/represented (e.g., sports/event tickets).
 - Offering extravagant recreational outings, travel, or lodgings at supplier sponsored events.
- On a rare and infrequent basis Baxter employees may accept very modest gifts, entertainment, or other business courtesies if it helps improve the business relationship and they would be able to reciprocate in equal value.
- Baxter employees are not permitted to solicit suppliers for gifts including gifts to support charitable causes.
- Suppliers shall not offer an opportunity to purchase products, services, or a financial interest to any Baxter employees under terms not available to all Baxter employees.

RESOURCES

- If you need additional information or guidance on these standards, or wish to report a potential violation, contact Baxter's Ethics & Compliance Helpline www.baxter.com/compliance.
- Additional supplier information can be found at Baxter.com

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