Version 1 – 30/09/2026

Commercial Supplier Flow-Down Exhibit
Osivax SAS – BARDA Contract No. 75A50125C00008

This Commercial Supplier Flow-Down Exhibit ("Exhibit") is incorporated into and made part of each purchase order issued by **Osivax SAS** ("Osivax") that expressly references this Exhibit and that is funded, in whole or in part, by Osivax's U.S. Department of Health and Human Services (HHS), Administration for Strategic Preparedness and Response (ASPR), Biomedical Advanced Research and Development Authority (BARDA) Contract No. 75A50125C00008 (the "Prime Contract"). The Exhibit applies only to the commercial products and/or commercial services furnished in support of the Prime Contract.

A. **Definitions**

For purposes of this Exhibit:

- **Prime Contract:** means Contract No. 75A50125C00008, as amended, between Osivax and the U.S. Government.
- **Purchase Order ("PO"):** means the Osivax purchase order, including any written modification, that incorporates this Exhibit and is funded in whole or in part under the Prime Contract.
- **Supplier:** means the vendor, seller, or service provider identified in the PO.
- **Commercial Product, Commercial Service, and COTS Item:** have the meanings assigned in FAR 2.101. "COTS Item" means a commercially available off-the-shelf item.
- **Lower-tier subcontractor:** means any person or entity engaged by Supplier to furnish products or services for performance of the PO.
- **Government:** means the United States Government, including HHS/ASPR/BARDA, and its authorized representatives.

B. **Purchase Order Acceptance and Incorporation**

This Exhibit is incorporated into each PO that attaches or expressly references it, including any PO revision or modification. Supplier accepts the PO, this Exhibit, and all applicable provisions incorporated by reference upon the earliest of: (i) written or electronic acknowledgment or acceptance of the PO or PO revision; (ii) commencing or continuing performance after receipt of the PO or PO revision; (iii) shipping or delivering any product, service, or other deliverable under the PO after receipt; or (iv) submitting an invoice or other request for payment for performance occurring after receipt. No separate signature is required unless Osivax requests one.

If Supplier does not agree to a PO revision that incorporates this Exhibit, Supplier shall notify Osivax in writing before commencing or continuing performance, shipment or delivery, or invoicing after receipt of the revision. Supplier terms contained in an acknowledgment, quotation, invoice, website, portal, or other form do not modify, supersede, or add to the PO or this Exhibit unless Osivax expressly agrees to them in a written amendment signed or otherwise expressly authorized by Osivax.

C. **Binding Effect and Applicability**

The provisions in this Exhibit are binding on Supplier only to the extent objectively applicable to the products or services furnished under the PO. Applicability may depend on the nature of the item or service, place of performance, access to Federal Contract Information (FCI), whether the item is COTS, the PO value and period of performance, and whether Supplier uses lower-tier subcontractors. A clause that is not triggered by the facts of a PO does not become applicable merely because it appears in this generic Exhibit.

Where a provision is triggered by a monetary threshold, the threshold and valuation rules stated in that provision control. Unless the applicable clause states otherwise, unrelated purchases from the same Supplier are not aggregated solely because they are issued to the same Supplier; Osivax and Supplier shall not structure transactions for the purpose of avoiding an otherwise applicable requirement.

D. **Commercial Product / Commercial Service Basis**
This Exhibit is intended for POs that Osivax has classified as acquisitions of commercial products, commercial services, or COTS items. Supplier shall promptly notify Osivax if Supplier believes that the products or services identified in the PO do not qualify as commercial products or commercial services. Nothing in this Exhibit converts a firm-fixed-price or other commercial PO into a cost-reimbursement arrangement.

E. **Order of Precedence**
If this Exhibit conflicts with the PO or Supplier terms accepted by Osivax, this Exhibit governs only to the extent necessary to satisfy an applicable Prime Contract or U.S. Government requirement. All other conflicts are resolved under the PO's order-of-precedence terms. No provision of this Exhibit authorizes Supplier to change the PO scope, price, delivery schedule, or other commercial terms.

F. **Lower-Tier Flow-Down**
Supplier shall flow down only those provisions of this Exhibit that expressly require lower-tier application or that are necessary to give effect to an applicable requirement at the lower tier. Supplier shall not impose unrelated Prime Contract clauses on commercial lower-tier suppliers solely because they appear in the Prime Contract.

G. **Government Communications**
Supplier shall not communicate directly with the Government regarding the Prime Contract or the PO unless Osivax provides prior written authorization. Any notice, request, certification, approval, or disclosure that an incorporated clause requires to be provided to the Contracting Officer or the Government shall be routed through Osivax unless the clause expressly requires direct submission by Supplier.

H. **Records and Cooperation**
Supplier shall maintain and furnish to Osivax the records, certifications, product documentation, and other information expressly required by the PO or an applicable provision of this Exhibit. This Exhibit does not create a general Government audit right over Supplier's commercial records where no applicable clause provides such a right. Supplier shall reasonably cooperate with Osivax so that Osivax can satisfy Prime Contract reporting, inspection, and compliance obligations applicable to the PO.

I. **Country of Origin and Restricted Sources**
For supplies furnished under the PO, Supplier shall provide country-of-origin, place-of-manufacture, manufacturer, and supply-chain information reasonably requested by Osivax to support Prime Contract compliance. Supplier shall not knowingly furnish products or services from a source prohibited under applicable U.S. sanctions, embargoes, or Federal acquisition restrictions applicable to the PO, and shall promptly notify Osivax if Supplier becomes aware that a furnished item or source may be restricted.

J. **Application of Provisions**
The provisions below apply only when their stated applicability conditions are met. If the PO scope changes so that additional Prime Contract requirements become applicable—including, for example,

Government property, human-subjects research, select agents, non-commercial research and development, or other specially regulated activities—Osivax may issue supplemental flow-down terms. In the event of a conflict between an applicability summary in this Exhibit and the incorporated clause itself, the incorporated clause controls.

Part A – Prime-Specific Commercial Flow-Down Provisions

1) **Prohibition on Involvement with Terrorist Activities**

Applicability: *Applies to all POs and all tiers.*

Supplier shall comply with U.S. Executive Orders and laws prohibiting transactions with, and the provision of resources or support to, individuals and organizations associated with terrorism. Supplier shall include the substance of this requirement in applicable lower-tier subcontracts issued in support of the PO.

2) **Publicity, Public Statements, and Federal Funding**

Applicability: *Applies when Supplier proposes to issue a press release, advertisement, public statement, publication, presentation, or other external communication that identifies Osivax, BARDA, the Prime Contract, or BARDA-funded work performed under the PO.*

Supplier shall not issue or authorize such external communications without Osivax's prior written approval. Supplier shall provide drafts sufficiently in advance to permit Osivax to complete any required Prime-level review and shall include Federal funding acknowledgments or disclaimers only as directed by Osivax. Supplier shall not use a U.S. Government, HHS, ASPR, or BARDA logo or seal without written authorization.

3) **Foreign Transfer of Assets or Technology**

Applicability: *Applies only if Supplier creates, develops, receives control of, or proposes to transfer an Asset or Technology developed exclusively with Prime Contract funding. It ordinarily does not apply to Supplier's pre-existing commercial products, standard catalog materials, background intellectual property, or third-party property.*

Supplier shall notify Osivax within three (3) business days of substantive discussions concerning a proposed transfer, license, assignment, change of control, or other conveyance of applicable Prime-funded Assets or Technology to a foreign firm or institution. For any planned transfer, Supplier shall provide information reasonably requested by Osivax and written notice sufficiently in advance for Osivax to meet the Prime Contract's ninety (90) calendar-day notice requirement. No covered transfer shall occur unless Osivax confirms that required Government concurrence has been obtained. Supplier shall comply with applicable export-control requirements and flow the substance of this provision to any lower tier that may create or control such Prime-funded Assets or Technology.

4) **No Personal Services or Inherently Governmental Functions**

Applicability: *Applies when the PO includes services; not applicable to a PO solely for delivery of commercial products with no service component.*

Supplier shall perform as an independent contractor and shall not perform inherently governmental functions. Supplier personnel shall not hold themselves out as Government personnel, shall not accept direct Government supervision of day-to-day work, and shall have no authority to change the Prime Contract or direct another Government contractor. Any Government direction affecting Supplier performance shall be referred to Osivax.

5) **Federal Contract Information and Information Security**

Applicability: *Applies when Supplier will process, store, or transmit Federal Contract Information (FCI) in an information system in connection with the PO. FAR 52.204-21 does not apply to a PO solely for COTS items unless otherwise required by the clause.*

Supplier shall protect FCI in accordance with FAR 52.204-21 when that clause applies. Supplier shall not provide FCI to a lower tier unless the lower tier is authorized to receive it and is subject to the applicable safeguarding requirements. Supplier shall promptly notify Osivax of any known or suspected unauthorized disclosure of FCI relating to the PO.

6) **Live Vertebrate Animals**

Applicability: *Applies only when Supplier will conduct animal-related activities, house or maintain live vertebrate animals, or otherwise assume responsibility for animal care or use under the PO. A routine commercial shipment of animals does not, by itself, expand Supplier's obligations beyond those applicable to the activity actually performed.*

When applicable, Supplier shall comply with the Prime Contract's HHS requirements governing care and use of live vertebrate animals, including applicable licensing, registration, assurance, and animal-welfare requirements. Supplier shall provide supporting evidence to Osivax upon request and shall not begin a covered animal activity until any required approval or assurance is in place.

7) **Critical Product, Quality, or Programmatic Concerns**

Applicability: *Applies when Supplier becomes aware of an event involving the PO that could materially affect product identity, purity, quality, safety, availability, data integrity, schedule, or successful performance of BARDA-funded activities.*

Supplier shall notify Osivax as soon as practicable and no later than forty-eight (48) hours after becoming aware of a material issue, including a significant defect, contamination, recall, data-integrity issue, supply interruption, or other material risk. Security-related incidents shall be reported within twenty-four (24) hours. Supplier shall provide reasonable supporting information and corrective-action status requested by Osivax.

Part B – FAR/HHSAR Commercial Flow-Down Matrix

1) **FAR CLAUSES INCORPORATED BY REFERENCE**

To the extent applicable to the PO, the FAR clauses required for commercial-product or commercial-service subcontracts by FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services (JAN 2025) (DEVIATION FEB 2025), as incorporated into the Prime Contract, are incorporated into the PO by reference with the same force and effect as if set out in full. The applicability descriptions below are summaries only; the clause text controls. The full text of FAR clauses is available at acquisition.gov/far.

FAR Clause	Clause Title / Applicability	Effective Date
Federal Acquisition Regulation (FAR)		
52.203-13	Contractor Code of Business Ethics and Conduct. ***Applicability:*** *Applies only if the PO exceeds the threshold in FAR 3.1004(a) on the date of award and has a performance period longer than 120 days.*	Nov 2021

Version 1 – 30/09/2026

FAR Clause	Clause Title / Applicability	Effective Date
52.203-17	Contractor Employee Whistleblower Rights. ***Applicability:*** *Applies to covered HHS commercial subcontracts; no dollar threshold stated in the clause.*	Nov 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. ***Applicability:*** *Applies to covered commercial subcontracts as required by FAR 52.244-6.*	Jan 2017
52.204-21	Basic Safeguarding of Covered Contractor Information Systems. ***Applicability:*** *Applies when Supplier systems process, store, or transmit FCI; does not apply to COTS-only subcontracts except as provided by the clause.*	Nov 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities. ***Applicability:*** *Applies as required by FAR 52.244-6.*	Dec 2023
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. ***Applicability:*** *Applies as required by FAR 52.244-6.*	Nov 2021
52.204-27	Prohibition on a ByteDance Covered Application. ***Applicability:*** *Applies as required by FAR 52.244-6 to information technology used in performance.*	Jun 2023
52.204-30	Federal Acquisition Supply Chain Security Act Orders—Prohibition. ***Applicability:*** *Applies to the extent required by the Prime Contract's incorporated version of FAR 52.244-6 and any applicable FASCSA order; Alternate I applies when incorporated.*	Dec 2023
52.219-8	Utilization of Small Business Concerns. ***Applicability:*** *Applies when the PO offers further subcontracting opportunities and the clause is applicable under FAR Part 19; lower-tier requirements are governed by the clause and applicable threshold.*	Oct 2022
52.222-35	Equal Opportunity for Veterans. ***Applicability:*** *Applies only when the clause's dollar threshold and place-of-performance requirements are met and no exemption applies.*	Jun 2020
52.222-36	Equal Opportunity for Workers with Disabilities. ***Applicability:*** *Applies only when the clause's dollar threshold and place-of-performance requirements are met and no exemption applies.*	Jun 2020
52.222-37	Employment Reports on Veterans. ***Applicability:*** *Applies only when the clause's threshold and other coverage requirements are met.*	Jun 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. ***Applicability:*** *Applies only when flowdown is required by FAR 52.222-40 and the PO is not exempt.*	Dec 2010

FAR Clause	Clause Title / Applicability	Effective Date
52.222-50	Combating Trafficking in Persons. ***Applicability:*** *The substance applies to all subcontracts. The compliance-plan and certification requirements apply only when paragraph (h) of the clause is triggered, including its value, foreign-performance, and COTS exceptions.*	Nov 2021
52.224-3	Privacy Training. ***Applicability:*** *Applies only if Supplier personnel have access to a system of records or handle personally identifiable information in circumstances covered by the clause.*	Jan 2017
52.232-40	Providing Accelerated Payments to Small Business Subcontractors. ***Applicability:*** *Applies only when the clause's flowdown condition is met and Supplier is a qualifying small business subcontractor.*	Mar 2023
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities. ***Applicability:*** *Applies to the extent required by the Prime Contract's incorporated version of FAR 52.244-6.*	Nov 2024
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels. ***Applicability:*** *Applies only when ocean transportation is involved and paragraph (d) of the clause requires flowdown.*	Nov 2021
52.244-6	Subcontracts for Commercial Products and Commercial Services (JAN 2025) (DEVIATION FEB 2025). ***Applicability:*** *Applies to Supplier's covered lower-tier commercial-product or commercial-service subcontracts and requires only the clauses identified in the Prime-incorporated version, as indicated by each clause.*	Feb 2025

2) **DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) / PRIME-SPECIFIC CONDITIONAL CLAUSES**

The following HHS requirements are incorporated only when the PO scope triggers the stated condition. The Prime Contract version controls unless Osivax provides an updated clause or written direction.

Clause	Clause Title / Applicability	Effective Date
HHS Acquisition Regulation (HHSAR)		
352.227-70	Publications and Publicity. ***Applicability:*** *Applies only when Supplier prepares or disseminates publications or publicity relating to BARDA-funded work under the PO; Supplier must route materials through Osivax for required review.*	Dec 2015
352.270-5b	Care of Live Vertebrate Animals. ***Applicability:*** *Applies only when the PO includes covered animal-related activities under the Prime Contract.*	Dec 2015

Version 1 – 30/09/2026

DISCLAIMER

This Exhibit is intended for Osivax POs for commercial products and commercial services under BARDA Contract No. 75A50125C00008. Applicability is determined by the facts of each PO and by the incorporated clause itself. A clause listed in this generic Exhibit does not apply when its triggering conditions are not met. Osivax may supplement this Exhibit when a PO includes non-commercial or specially regulated work. Nothing in this Exhibit requires Supplier to accept a FAR or HHSAR clause that is inapplicable to commercial products or commercial services under the Prime Contract.