



Upjohn Canada ULC Upjohn Canada SRI

Purchase Order Terms and Conditions effective May 27, 2019

1. Scope and Precedence

The following terms and conditions govern this Purchase Order (the "PO") under which Supplier agrees to sell and deliver such material, equipment, machinery and/or other goods which is/are the subject(s) of this PO ("Deliverables") to, and/or to provide and/or perform such services which are the subject of this PO ("Services" and, collectively with Deliverables, "Work") for, Upjohn Canada ULC and/or Upjohn Canada SRI (hereinafter "Upjohn"). Supplier and Upjohn agree that in the event of a conflict between any terms and conditions contained in this PO and any Agreement between the Parties governing the Work provided under this PO, the terms and conditions of the Agreement shall prevail.

2. Acceptance

Supplier shall be bound by this PO upon the earlier of its acknowledgement hereof or the commencement of Work.

3. Delivery Time

Time is of the essence of this PO Supplier shall ensure that Work is delivered and performed no later than the delivery date and to the delivery point specified herein.

4. Price

If no price is stated herein, the Work shall be billed at the lower of the price last granted by Supplier to Upjohn or the prevailing market price. Unless otherwise stated herein, this PO price includes costs, packing, crating, marking, transportation, bracing and damage, fees or charges of any kind incurred by Supplier in relation to this PO.

5. Taxes

Any prices stated on the face hereof shall be exclusive of the Goods and Services/Harmonized Sales Tax ("GST/HST") or any other provincial sales or similar taxes ("PST"). GST/HST, PST, if applicable, and customs duties and other like charges shall be shown as separate items on Supplier's invoice and the invoice shall bear Supplier's GST/HST registration number and PST registration number if applicable. Supplier is exclusively liable for, and shall pay before delinquency, all taxes, assessments, lienable claims, charges or other impositions imposed or levied on Supplier or Upjohn in respect of Deliverables or Services furnished hereunder and Supplier shall indemnify Upjohn against all liability or expense incurred due to Supplier's failure to do so.

6. Cash Discount

Any cash discount shall be calculated as of the date Work is delivered and/or performed and accepted by Upjohn.

7. Payments and Invoices

Invoices to Upjohn shall be in duplicate, each invoice containing a description of the Work provided and/or performed and a breakdown of all applicable fees, costs and expenses.

8. Packing, Shipping, Risk of Loss and Title to Deliverables

Deliverables must be shipped in accordance with Upjohn's instructions as well as all laws, corporate and industry standards respecting the safe and proper handling, packing, transportation, cartage, delivery, use or mode of employment of such Deliverables and, in the event of any conflict amongst any of them, the most stringent provisions shall apply. Title to and risk of loss to Deliverables shall only pass to Upjohn at the location for delivery specified by Upjohn, and upon inspection and acceptance of Deliverables within a reasonable time after receipt. Acceptance of title to and risk of loss by Upjohn shall not prejudice any rights Upjohn has hereunder or in law in respect of defective Deliverables, regardless of any receipt executed by Upjohn.

9. Curing Non-Conforming Work

Upjohn may reject any Work within a reasonable time following delivery or performance, as the case may be, if such Work does not conform with this PO, the specifications communicated by Upjohn to Supplier or prevailing industry standards. Supplier shall promptly cure and return such cured Work to Upjohn at the cost to Supplier. Upjohn may request the immediate replacement of any person or subcontractor of Supplier, who in Upjohn's opinion, does not perform the Work satisfactorily.

10. Relationship with Upjohn

Supplier undertakes to perform the Work as an independent contractor and not as a partner or joint venturer of Upjohn.



Upjohn Canada ULC Upjohn Canada SRI

Purchase Order Terms and Conditions effective May 27, 2019

11. Termination

Upjohn shall have the right to terminate this PO or cancel all or any part of the Work by giving Supplier five (5) days prior notice of its intent to so terminate or cancel. Upjohn shall have the right to terminate or cancel this PO immediately upon notice to Supplier at any time prior to acceptance by Supplier or in the event that

- a) Supplier becomes bankrupt or insolvent,
- b) Supplier violates any of the terms of, or fails to perform any of their obligations under, this PO,
- c) any of the Supplier's representations and warranties contained herein are inaccurate or untrue, or
- d) Supplier otherwise fails, in Upjohn's sole view, to satisfactorily perform the Work.

If the performance of any of the obligations under this PO is prevented, restricted or interfered with by reason of any cause beyond the reasonable control of the affected Party, the affected Party shall, upon immediate notice to the other Party, be excused from such performance to the extent of such prevention, restriction or interference, provided that the Party so affected shall use its best efforts to resume performance hereunder with the utmost dispatch whenever such causes are removed. If such performance cannot be resumed within five (5) days after the date of notice by the affected Party, then Upjohn shall have the right to provide notice to Supplier that it is terminating this PO immediately. Upon notice by Upjohn of its intention to terminate this PO, Supplier shall assemble and turn over forthwith and in an orderly fashion to an authorized representative of Upjohn all Confidential Information (as defined herein) and Deliverables completed at the time of such termination.

12. Change

Upjohn may change this PO at any time prior to acceptance by Supplier upon written notice to Supplier. After acceptance by Supplier, Upjohn may, by change request in writing, vary the Work to be performed. If any such variation causes an increase or decrease in the cost of the Work, the Parties shall negotiate in good faith an equitable adjustment to the price. Supplier shall not implement such variation, and Upjohn shall not be liable for any variation to the scope of Work or the price thereof, unless the Parties have agreed to the change notice in writing.

13. Publications and Presentations

Without Upjohn's written prior approval, Supplier shall not:

- a) make any presentation, public announcement, or publication of any kind relating to any and all matters arising out of or in connection with this PO, including this PO itself, or
- b) use in any matter whatsoever any trademarks, logos, service marks, trade names, corporate names, proprietary logos, indicia or other business identifiers of any sort of Upjohn.

14. Representations and Warranties

Supplier represents and warrants to Upjohn that:

- a) All Deliverables supplied hereunder are free of any liens, encumbrances or claims and that Supplier has full right and authority to sell such Deliverables;
- b) All Deliverables supplied hereunder are free from defects in material and workmanship and will be replaced by Supplier at its own costs for a period of six months following delivery of the last Deliverables to be supplied hereunder and are of merchantable quality, conform to the Upjohn's specifications and are suitable for Upjohn's intended uses and purposes;
- c) All Services performed hereunder will be performed in a professional and workmanlike manner, in accordance with applicable industry standards;
- d) No Work performed hereunder or the use or sale thereof shall infringe on any Intellectual Property Rights of any person;
- e) Supplier shall assign to Upjohn all assignable warranties, including, without limitation, subsisting warranties relating to Deliverables, including warranties of dealers, manufacturers, Suppliers, suppliers, installers, subcontractors etc. If any such warranties are not assignable, Supplier shall take such action, at its own expense, as Upjohn may reasonably request to enforce any such warranties; and
- f) Supplier has read, understands and covenants to comply with the Upjohn Anti-Bribery and Anti-Corruption Principles found below in Section 21 of this PO.

15. Insurance and Indemnification

When performing any Work, Supplier must carry adequate insurance to cover both Supplier and Upjohn for:

- a) professional liability,
- b) workers' compensation;



Upjohn Canada ULC Upjohn Canada SRI

Purchase Order Terms and Conditions effective May 27, 2019

- c) general bodily and property damage liability; and
- d) automobile bodily and property damage liability. At the request of Upjohn, Supplier shall provide Upjohn with certificate of insurance attesting to the foregoing. Supplier's insurance policies shall include Upjohn, its directors, officers, employees, sellers, agents and affiliates as additional insured to the extent of Supplier's liabilities and indemnities hereunder.

All rules and regulations applicable to employees of Upjohn in relation to behavior, conduct of Upjohn business and security shall be applicable to Supplier's employees, subcontractors and agents when at the premises of Upjohn and Upjohn reserves the right to disallow any person(s) admittance to its premises. Supplier shall indemnify, defend and hold harmless Upjohn and its affiliates, and their employees, directors, officers, agents and contractors, against and from any and all losses, claims, proceedings or investigations ("Claims"), including without limitation, attorney fees, amounts paid in settlement of such Claims, arising out of or in connection with a breach of this PO by Supplier and/or its officers, directors, employees, subcontractors and/or agents and/or for their negligence or willful misconduct except to the extent that any such Claim is due to the negligence or willful misconduct of Upjohn.

16. Limitation of Liability

Upjohn's liability to Supplier for negligence, breach of this PO or any other claim in damages and losses shall not exceed the total amount owed to Supplier by Upjohn under this PO at the time of the breach. In no event shall Upjohn be responsible for any indirect, special, consequential or incidental damages or losses including, but not limited to, lost profits, lost business revenue, lost opportunity or third party damages.

17. Confidentiality

Supplier will keep secret and confidential and not disclose to third parties, any information disclosed to Supplier by Upjohn, any information of a confidential nature disclosed by a third party to Supplier in its capacity as a Supplier to Upjohn (which, in addition to the confidentiality requirements hereunder will be kept confidential by Supplier in accordance with the terms of their disclosure by such third party), and any information developed by Supplier in the course of providing Deliverables or Services under this PO Supplier hereby acknowledges and agrees that information and material that it may have, and may continue to, come into contact with, in any form whatsoever, including, without limitation, oral, written, graphic, photographic, recorded, or digital, and includes, without limitation, information and material relating to the Work and Upjohn's business, business processes and methods of doing business (the "Confidential Information") and that this Confidential Information is being made available by Upjohn to Supplier solely for the purposes of performing the Work and for no other purpose. Where Confidential Information received by Supplier is not labelled confidential, Supplier agrees to treat it as such.

Supplier hereby acknowledges that the confidential nature of the Confidential Information is vital to the commercial interests of Upjohn, that the Confidential Information is and shall remain the sole and exclusive property of Upjohn and that Supplier has and shall retain no right, title or interest in or to the Confidential Information. Supplier agrees at all times during the term of this PO and for ten (10) years thereafter:

- a) to keep secret and not to use the Confidential Information, except for the specific purposes of performing the Work or as expressly authorized by Upjohn in writing, and to take all necessary measures and precautions in order to maintain the confidential, proprietary and secret nature of the Confidential Information; and
- b) to take all necessary precautions to ensure that its employees, officers, directors and agents shall maintain the secret and proprietary nature of the Confidential Information and shall not use the Confidential Information except as required in connection with the performance of the Work or as expressly authorized by Upjohn in writing.

If personal information is provided under this PO, it will not be shared or otherwise disclosed to third parties, other than to third parties engaged to fulfill the services or as permitted or required by law. Supplier's personal information may also be disclosed and/or transferred to a third party in the event of a proposed or actual purchase, sale, lease, merger, amalgamation or any other type of acquisition, disposal, transfer, conveyance or financing of all or any portion of Upjohn or of any of the business or assets or shares of Upjohn or a division thereof. Please note that Supplier's personal information may be stored or processed outside of Canada and may therefore be subject to different privacy laws than those applicable in Canada, including laws that require the disclosure of personal information to governmental authorities under circumstances that are different than those that apply in Canada.

If applicable, Supplier agrees to receive electronic communications from Upjohn in relation to this PO and any future transactions with Upjohn as a contractor. Supplier may withdraw its consent to such communications by providing notice.



Upjohn Canada ULC Upjohn Canada SRI

Purchase Order Terms and Conditions effective May 27, 2019

18. Intellectual Property

Supplier will promptly disclose to Upjohn any and all ideas, discoveries, inventions, works, creations or know-how arising from the performance of the Work or based on or derived from all or part of the Confidential Information. Upjohn shall be the owner of and have exclusive right, title and interest in and to

- a) all domestic or foreign patents and applications therefore and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof,
- b) all inventions (whether patentable or not), invention disclosures, improvements, works, creations, proprietary information, know-how, technology, technical data, schematics, formulae, trade-marks, trade names, service marks, designs, integrated circuit topographies and all documentation relating to any of the foregoing,
- c) all copyrights or copyright registrations and applications therefore, and all other rights corresponding thereto throughout the world,
- d) all software and all proprietary rights in such software, including documentation and other material related thereto, and
- e) all other intellectual or industrial property rights, design rights, confidential information, trade secrets and any other similar intellectual property rights protected by statutory provision or common or civil law in Canada or in any other foreign country ("Intellectual Property Rights") relating to the subject matter hereof, including, without limitation, all Work, whether in written, magnetic, electronic or any other form, which are provided by Upjohn to Supplier or which are conceived or developed by and/or reduced to practice by Supplier or any other person in or during the course of performing its obligations hereunder or any part thereof or otherwise in connection with this PO. Supplier hereby waives and shall ensure that all of Supplier's personnel waive any and all moral, copyright or other intellectual or industrial property rights with respect thereto in favor of Upjohn, in those jurisdictions where such waiver is not prohibited at law, in any work created in relation to or arising from the performance of the Work. Supplier shall execute and shall cause its employees to execute any and all documents, including assignments, that may by law be required to effect Upjohn's ownership of same.

19. Remedies

Supplier acknowledges that any violation of the terms of this PO would result in damages to Upjohn, which could not be adequately compensated by monetary award alone. In the event of any violation by Supplier of the terms of this PO, Upjohn shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for relief, waiver, restraining order, injunction, decree or other remedy as may be appropriate to ensure compliance of the Supplier with the terms of this PO.

20. General Provisions

Subject to the existence of an executed written agreement between the Parties relating to the subject matter of this PO, this PO constitutes the Parties' entire agreement relating to its subject matter, and supersedes and replaces all previous negotiations, representations and any other understanding between them relating to the same subject matter. Subject to Section 12 of this PO, any modification and/or amendment to this PO must be in writing and executed by both Parties. Supplier shall not assign this PO or any of its rights or obligations hereunder without Upjohn's prior written consent, which consent may be withheld at Upjohn's sole discretion. This PO shall be governed by and interpreted in accordance with the laws of the Province of Quebec, without reference to its conflict of laws provisions, and the laws of Canada applicable therein. All disputes arising under this PO will be referred to the courts of the Province of Quebec, which will have jurisdiction, and each Party hereto irrevocably submits to the jurisdiction of such courts. If any term or provision of this PO or the application thereof shall be invalid or unenforceable, such term or provision shall be severed from this PO and the remainder of this PO shall be unaffected thereby and each remaining term or provision of this PO shall be valid and be enforced to the fullest extent permitted by law. No provision of this PO may be waived except in a written document signed by the Party granting such waiver. All references to monetary amounts in this PO shall be in Canadian currency.

Unless otherwise stated in any Master Services Agreement, Supplier is not authorized to make payments to Healthcare Professionals (HCPs) or Healthcare Organizations (HCOs) on behalf of Upjohn.

Il est convenu par le présent acte que les deux Parties demandent que ce contrat et tout avis, consentement, autorisation, communication et approbation soient rédigés en langue anglaise. It is hereby agreed that both Parties specifically require that this PO and any notices, consents, authorizations, communications and approvals be drawn up in the English language.



Upjohn Canada ULC Upjohn Canada SRI

Purchase Order Terms and Conditions effective May 27, 2019

21. Compliance with FCPA

Representation and Warranties

The Supplier hereby represents and warrants to Upjohn that:

- a) Supplier is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to provide the goods or services in this PO, and no regulations or other obligations prohibit Supplier from providing such goods or services;
- b) The Supplier has not and will not in the future directly or indirectly offer or pay, or authorize the offer or payment, of any money or anything of value in an effort to influence any Government Official (hereinafter defined) or any other person in order for Upjohn to improperly obtain or retain business or to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment;
- c) If applicable, Supplier has been provided with a copy of Upjohn's International Anti-Bribery and Anti-Corruption Principles and has communicated such Principles to all persons acting on its behalf in connection with work for Upjohn, including agents or subcontractors;
- d) Any information provided by Supplier to Upjohn in connection with Upjohn's anti-corruption due diligence is complete, truthful and accurate and if applicable, Supplier agrees to inform Upjohn if any responses in the due diligence questionnaire with respect to the Supplier or any individuals identified in the due diligence questionnaire or their family relatives change during the performance of this PO;
- e) Supplier will
 - i) provide truthful and complete documentation supporting, in reasonable detail, the work performed and any expenses incurred,
 - ii) maintain true, accurate, and complete invoices, reports, statements, books, and other records, and
 - iii) secure pre-authorization in writing from Upjohn for any extraordinary expenditure;
- f) Supplier will permit, during the term of the PO and for three (3) years after final payment has been made under the PO, Upjohn's internal and external auditors access to any relevant books, documents, papers, and records of Supplier involving transactions related to the PO. Where the PO involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality;
- g) If applicable, Supplier will complete and submit to Upjohn, the Third Party Annual Compliance Certification at an annual interval, upon request by Upjohn;
- h) If applicable, Supplier agrees that upon request of Upjohn, any persons acting on behalf of Supplier in connection with work for Upjohn, will complete anti-corruption training provided by Upjohn, and will notify Upjohn of any persons that require such training, at the time of contracting and during the term of the engagement;
- i) If applicable, Supplier agrees to follow Upjohn's My Anti-Corruption Policy and Procedures (MAPP) in connection with its performance under this PO, including requiring relevant employees of Supplier, as determined by Upjohn, to complete training on anti-corruption and/or MAPP provided by Upjohn;
- j) the Supplier holds sufficient rights to grant any Intellectual Property Rights it purports to grant under this PO, free and clear of any encumbrances;
- k) any data, information, materials and other deliverables to be provided to Upjohn under this PO can be used by Upjohn without the need for any proprietary knowledge or information held by the Supplier or a third party and that no specific license or sublicense would be required by Upjohn following completion of the Services by the Supplier; and
- l) the Supplier will, in the execution of this PO and the performance of the Services, strictly adhere to all applicable laws and regulations including, but not limited to, those pertaining to privacy, the environment and health and safety as well as to Upjohn's internal rules and policies communicated to the Supplier from time to time.



Upjohn Canada ULC Upjohn Canada SRI

Purchase Order Terms and Conditions effective May 27, 2019

22. Termination

In addition to the other termination rights provided in this PO, Upjohn may terminate this PO if the Supplier

- a) breaches any of the above Representations and Warranties; or
- b) if Upjohn learns
 - i) that improper payments are being or have been made to Government Officials or any other person by the Supplier or those acting on behalf of the Supplier with respect to services performed on behalf of Upjohn or
 - ii) that the Supplier or those acting on behalf of the Supplier with respect to services performed on behalf of Upjohn has accepted any payment, item, or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity.

Further, in the event of such termination, the Supplier shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into prior to termination and the Supplier shall be liable for damages or remedies as provided by law. Further, Supplier will indemnify and hold Upjohn harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of Supplier's failure to comply with its obligations under this PO.

23. Upjohn Anti-Bribery and Anti-Corruption Principles

Upjohn has a long-standing policy forbidding bribery and corruption in the conduct of our business in the United States or abroad. Upjohn is committed to performing business with integrity, and acting ethically and legally in accordance with all applicable laws and regulations. We expect the same commitment from the consultants, agents, representatives or other companies and individuals acting on our behalf ("Business Associates"), as well as those acting on behalf of Business Associates (e.g., subcontractors), in connection with work for Upjohn.

Bribery of Government Officials

Most countries have laws that forbid making, offering or promising any payment or anything of value (directly or indirectly) to a Government Official when the payment is intended to influence an official act or decision to award or retain business.

"Government Official" shall be broadly interpreted and means:

- a) any elected or appointed non-U.S. Government official (e.g., a legislator or a member of a non-U.S. Government ministry),
- b) any employee or individual acting for or on behalf of a non-U.S. Government official, non-U.S. agency, or enterprise performing a function of, or owned or controlled by, a non-U.S. Government (e.g., a healthcare professional employed by a non-U.S. Government hospital or researcher employed by a non-U.S. Government university),
- c) any non-U.S. political party officer, candidate for non-U.S. public office, or employee or individual acting for or on behalf of a non-U.S. political party or candidate for public office,
- d) any employee or individual acting for or on behalf of a public international organization,
- e) any member of a royal family or member of a non-U.S. military, and
- f) any individual otherwise categorized as a Government Official under applicable Local Laws or Upjohn Policies.

"Government" means all levels and subdivisions of governments (i.e., local, regional, or national and administrative, legislative, or executive).

Because this definition of "Government Official" is so broad, it is likely that Business Associates will interact with a Government Official in the ordinary course of their business on behalf of Upjohn. For example, doctors employed by Government-owned hospitals would be considered "Government Officials."

The U.S. Foreign Corrupt Practices Act (the "FCPA") prohibits making, promising, or authorizing a payment or providing anything of value to a non-U.S. Government Official to improperly or corruptly influence that official to perform any governmental act or make a decision to assist a company in obtaining or retaining business, or to otherwise gain an improper advantage. The FCPA also prohibits a company or person from using another company or individual to engage in any such activities. As a U.S. company, Upjohn must comply with the FCPA and could be held liable as a result of acts committed anywhere in the world by a Business Associate.



Upjohn Canada ULC Upjohn Canada SRI

Purchase Order Terms and Conditions effective May 27, 2019

Anti-Bribery and Anti-Corruption Principles Governing Interactions with Governments and Government Officials

Business Associates must communicate and abide by the following principles with regard to their interactions with governments and Government Officials:

- a) Business Associates, and those acting on their behalf in connection with work for Upjohn, may not directly or indirectly make, promise, or authorize the making of a corrupt payment or provide anything of value to any Government Official to induce that Government Official to perform any governmental act or make a decision to help Upjohn obtain or retain business. Business Associates, and those acting on their behalf in connection with work for Upjohn, may never make a payment or offer any item or benefit to a Government Official, regardless of value, as an improper incentive for such Government Official to approve, reimburse, prescribe, or purchase a Upjohn product, to influence the outcome of a clinical trial, or to otherwise benefit Upjohn's business activities improperly.
- b) In conducting their Upjohn-related activities, Business Associates, and those acting on their behalf in connection with work for Upjohn, must understand and comply with any local laws, regulations, or operating procedures (including requirements of Government entities such as Government-owned hospitals or research institutions) that impose limits, restrictions, or disclosure obligations on compensation, financial support, donations, or gifts that may be provided to Government Officials. If a Business Associate is uncertain as to the meaning or applicability of any identified limits, restrictions, or disclosure requirements with respect to interactions with Government Officials, that Business Associate should consult with his or her primary Upjohn contact before engaging in such interactions.
- c) Business Associates, and those acting on their behalf in connection with work for Upjohn, are not permitted to offer facilitation payments. A "Facilitation Payment" is a nominal payment to a Government Official for the purpose of securing or expediting the performance of a routine, non-discretionary governmental action. Examples of facilitation payments include payments to expedite the processing of licenses, permits or visas for which all paperwork is in order. In the event that a Business Associate, or someone acting on their behalf in connection with work for Upjohn, receives or becomes aware of a request or demand for a facilitation payment or bribe in connection with work for Upjohn, the Business Associate shall report such request or demand promptly to his or her primary Upjohn contact before taking any further action.

Commercial Bribery

Bribery and corruption can also occur in non-Government, business to business relationships. Most countries have laws which prohibit offering, promising, giving, requesting, receiving, accepting, or agreeing to accept money or anything of value in exchange for an improper business advantage. Examples of prohibited conduct could include, but are not limited to, providing expensive gifts, lavish hospitality, kickbacks, or investment opportunities in order to improperly induce the purchase of goods or services. Upjohn colleagues are not permitted to offer, give, solicit or accept bribes, and we expect our Business Associates, and those acting on their behalf in connection with work for Upjohn, to abide by the same principles.

Anti-Bribery and Anti-Corruption Principles Governing Interactions with Private Parties and Upjohn Colleagues

Business Associates must communicate and abide by the following principles with regard to their interactions with private parties and Upjohn colleagues:

- a) Business Associates, and those acting on their behalf in connection with work for Upjohn, may not directly or indirectly make, promise, or authorize the making of a corrupt payment or provide anything of value to any person to influence that person to provide an unlawful business advantage for Upjohn.
- b) Business Associates and those acting on their behalf in connection with work for Upjohn, may not directly or indirectly, solicit, agree to accept, or receive a payment or anything of value as an improper incentive in connection with their business activities performed for Upjohn.
- c) Upjohn colleagues are not permitted to receive gifts, services, perks, entertainment, or other items of more than token or nominal monetary value from Business Associates, and those acting on their behalf in connection with work for Upjohn. Moreover, gifts of nominal value are only permitted if they are received on an infrequent basis and only at appropriate gift-giving occasions.

Reporting Suspected or Actual Violations

Business Associates, and those acting on their behalf in connection with work for Upjohn, are expected to raise concerns related to potential violations of these International Anti-Bribery and Anti-Corruption Principles or the law. Such reports can be made to



Upjohn Canada ULC Upjohn Canada SRI

Purchase Order Terms and Conditions effective May 27, 2019

a Business Associate's primary point of contact at Upjohn, or if a Business Associate prefers, to Upjohn's Compliance Group by e-mail at corporate.compliance@pfizer.com or by phone at +1-212-733-3026.

Individuals employed from the following Government Bodies with which Upjohn commonly interacts are automatically considered GOs in Canada:

- a) Health Canada
- b) Industry Canada
- c) Privy Council Office
- d) Prime Minister's Office
- e) Foreign Affairs and International Trade
- f) Patented Medicine Prices Review Board
- g) Veterans Affairs Canada
- h) National Defence
- i) Finance Canada
- j) Royal Canadian Mounted Police
- k) Common Drug Review (CDR)
- l) Canadian Agency for Drugs and Technologies in Health (CADTH)
- m) Integrated Health Agencies (Atlantic Canada)
- n) Réseaux locaux de services de santé et de services sociaux (CISSS, CIUSSS) (Québec)
- o) Groupes de médecine familiale (Québec)
- p) Cliniques réseau (CR or CMA) (Québec)
- q) Local Health Integration Network (Ontario)
- r) Family Health Teams (Ontario)
- s) Regional Health Authorities (Western Canada)
- t) Canadian Food Inspection Agency
- u) Veterinary Drugs Directorate
- v) Aquaculture Canada

Examples of Government Officials Include:

- a) Elected or appointed Government Officials;
- b) Public servants;
- c) Declared political candidates (whether for party nomination or election);
- d) HCPs who meet the criteria set forth in the definition of Government Official, e.g., HCPs employed by (a) the military, (b) the Correctional Service of Canada (prisons and penitentiaries), or (c) government operated or controlled hospitals or institutions (e.g., mental institutions, veterans affairs hospitals) and HCPs serving on government task forces or committees (e.g., Management of Severe Pain Advisory Committee of Experts, AIDS Advisory Committee, National Advisory Council on Aging, Medical Advisors Group);
- e) HCPs that are officers / directors of, employed by or affiliated with, any publicly funded health care institution (e.g. hospital, clinic etc.) or institute of higher learning (e.g. college, CEGEP, university etc.);
- f) Officers, employees or individuals who act in an official capacity on behalf of the United Nations, World Health Organization, World Trade Organization, International Joint Commission – United States and Canada, International Committee of the Red Cross, North American Development Bank, International Monetary Fund, International Criminal Police Organization (INTERPOL) and Inter-American Development Bank; and
- g) Officers, employees or individuals who act in an official capacity on behalf of the School Boards & Community Colleges.