

GENERAL TERMS AND CONDITIONS FOR PURCHASE (further GT&C)

1. **DEFINITIONS.** Except as this Purchase Order/ contract ("Order") provides to the contrary, the word "Buyer" means the Pfizer Company mentioned on the front side of this Order or in a separate purchase agreement, and/or its affiliated company acting through a purchasing department of Buyer. The word "goods" as used herein shall mean the products, articles, materials, equipment and/or services described in the attachment or cover sheet hereof.
2. **ACCEPTANCE.** The first to occur of Supplier's acceptance of this Order or shipment of goods pursuant to this Order shall constitute Supplier's agreement to the terms and conditions set forth in the attachment or cover sheet of this Order. No other terms, whether or not contained in any bid, estimate, acknowledgment, confirmation or invoice given by Supplier, shall in any way modify or supersede any of the terms of this Order or otherwise be binding on Buyer. Buyer hereby explicitly rejects all such other terms unless it has accepted such other terms in writing and signed by its authorized representative.
3. **OBLIGATIONS OF THE SUPPLIER** The Supplier agrees to follow the specifications stipulated in the Order in manufacturing and supplying the ordered goods and/or rendering services to the Buyer. The Buyer shall accept goods and/or services from the Supplier provided that such goods and/or services meet the requirements the Buyer specified in the Order and are fit for the agreed purpose. The Supplier agrees to ensure that the supplies of goods and/or services under the Order are in full accordance with the valid legal and administrative rules and regulations and all ethical codes of conduct related to the Buyer's business and products and, in respect of goods, any directives and regulations of the European Union regulating design, production, putting into operation and use of industrial products (the CE mark). The Supplier shall be obligated to compensate the Buyer for any damage arisen from violating this provision. The Supplier represents that he will only use duly qualified, trained and experienced persons for the supplies of goods and/or the rendering of services specified in the Supplier Contract. The Supplier shall ensure that his employees, agents and any other person the Supplier may use in connection with the supplies of goods and/or the rendering of services specified in the Order exercise such a standard of due care which the Supplier is bound to in the Order and these GT&C. For discharging his obligations resulting from the supplies of goods and/or the rendering of services the Supplier shall only be entitled to use third parties upon a prior written consent of the Buyer; even where such a consent is granted, the Supplier shall be liable for due supply of goods and/or rendering of services and observance by the third party of all the terms and conditions of the Order and these GT&C as if the Supplier himself supplied the goods and/or rendered the services. The Supplier agrees to immediately replace any third party taking part in performing the Order where the Buyer requests such replacement. In discharging his obligations resulting from the Order the Supplier shall conduct with due professional care and in accordance with the instructions issued by the Buyer and all internal policies and the (general) terms of business and these GT&C that the Buyer may communicate to the Supplier from time to time. The Supplier represents that he is qualified to supply the goods and/or render the services specified in the Order, has the relevant approvals and registrations, meets qualification requirements for doing business, has obtained all necessary permissions, consents, authorizations and registrations, has made the relevant notifications necessary for the discharging of the obligations resulting from the supply of goods and/or the rendering of services, and such permissions and consents are fully valid and effective. The Supplier represents that supplying goods or rendering services under the Order is in no conflict with other obligations of the Supplier. The Supplier declares that no claim, suit, proceedings, or investigations by state bodies exists, nor is the Supplier aware that any such claim, suit, proceedings, or investigations by state bodies is imminent that could have a deleterious effect on the Supplier's ability to perform his obligations according to the Supplier Contract or which would cause the invalidity or unenforceability of this Order. The Supplier represents that the executing of the Order under these GT&C is in no conflict with the terms and conditions stipulated in any contract or agreement entered into by the Supplier with a third party, the delivering of the Order by the Supplier will not result in violating a third party's rights, ethical codes of conduct, applicable legal rules or generally binding or internal rules of the Supplier, rulings, orders (including minister's orders) or regulations of superior bodies or the Supplier's employer, or other rules and directions by which the Supplier is required to abide. The Supplier also represents that the discharging of the Order under GT&C and the payment of price/remuneration by the Buyer under the Order is no means of persuading into or motivating for using or prescribing products or manipulating with results of clinical product assessments or exercising direct or indirect influence on adopting any decision concerning the Buyer or his products. For the purpose of this paragraph under "products" shall be understood any products of the Buyer or the entities directly or indirectly controlling the Buyer or those controlled by the Buyer or those under common control with the Buyer. The Supplier agrees to enable the Buyer to check due use of the monetary performance provided under the Order; the Supplier shall do so especially by:
 - (a) Providing, on a regular basis, invoices with a detailed description of the goods and/or the services provided by the Supplier;
 - (b) Providing documentation pertaining to all the expenses the Supplier requests to be refunded and notifying the Buyer of any extraordinary expenses in writing beforehand. The Buyer shall approve in writing any extraordinary expenses before they are incurred; and
 - (c) Providing the Buyer's internal and/or outside auditors, during the Order and for three (3) years following after the last payment under the Order, with access to accounting entries, documents and records of the Supplier related to the goods and/or the services provided under the Order; such access is to be provided at business hours and following a prior notice made in due time beforehand.

4. ANTI-CORRUPTION PRINCIPLES

Supplier hereby Represents and Warrants:

- a. **Supplier is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to provide the goods or services in this agreement, and no regulations or other obligations prohibit it from providing such goods or services;**

b. 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 or any other person in order for Buyer 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. Supplier has been provided with a copy of Pfizer's International Anti-Bribery and Anti-Corruption Principles (Appendix No. 1) and has communicated such Principles to all persons acting on its behalf in connection with work for Buyer, including agents or subcontractors;

d. 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 Pfizer for any extraordinary expenditure.

Buyer may terminate the contract if Supplier breaches any of the above Representations and Warranties. In the event of termination, Supplier shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and Supplier shall be liable for damages or remedies as provided by law. Further, Supplier will indemnify and hold Buyer 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 Agreement.

5. **OBLIGATIONS OF THE BUYER** The Buyer shall provide the Supplier with the cooperation necessary for the Supplier to duly discharge his obligations resulting from the Supplier Contract. The Supplier declares that he is capable of executing the Supplier Contract, that he has obtained all necessary permits and approvals for the signing of the Supplier Contract and for the performance of the obligations arising from it, and that these permits and approvals are valid and applicable in their full extent.
6. **QUALITY.** Supplier warrants that all goods will (a) conform to specifications furnished by Supplier and approved by Buyer. Supplier acknowledges the receipt of a copy of all such specifications furnished by Buyer and of such Manuals. Supplier warrants that all goods satisfy applicable safety requirements and will be of merchantable quality and of good material and workmanship, free from defect, correctly labeled, suitable for their intended use in or with food products. If applicable, Supplier will assign to Buyer all warranties applicable to any portion of the goods obtained by Supplier from third parties, or if not assignable, will assert such warranties on behalf of Buyer at Buyer's request. Supplier warrants that all goods contained in any shipment will, at the time of delivery, conform to the requirements of the applicable laws and regulations of the countries into which the goods are delivered and countries where the goods will be used (provided Buyer has advised Supplier which countries are involved and of specific labeling requirements that apply in the relevant countries outside the EU). In the event that Supplier becomes aware or has reason to believe that a condition exists, within the manufacturing facility or the goods themselves, which does or may adversely impact any of the above warranties, Supplier shall promptly notify Buyer of same
7. **REJECTION.** Payment for goods delivered hereunder shall not constitute acceptance thereof. Buyer reserves the right to inspect and test such goods and to reject, and return to Supplier at Supplier's expense, goods (a) delivered in excess of the quantity ordered, (b) which do not conform to specifications or are defective, or (c) which in any way violate any applicable law. Notwithstanding the foregoing, Buyer shall be entitled to rely on the certificates of analysis provided by Supplier for the goods and, whether or not certificates of analysis have been provided, shall not be required to inspect such goods. Buyer's failure to inspect goods prior to use shall not constitute acceptance of such goods, regardless of the passage of a reasonable period of time. Buyer, at its option may require replacement of defective or rejected goods or a refund of the purchase price, as well as payment of damages. Nothing contained in the Order shall relieve the Supplier in any way from the obligation of testing, inspection, quality control, and, if applicable, of providing certificates of analysis to Buyer. . The Buyer reserves all Buyers' rights resulting from art. 556 - 576 of the Polish Civil Code (rękojmia).
8. **PRICES.** For goods and/or services duly supplied and/or rendered by the Supplier under the Order the Buyer shall pay the Supplier a price/remuneration at the amount as agreed and always shown in the Order. The price/remuneration arrived at in this manner shall be final, binding and complete and not subject to change unless otherwise stipulated in the Buyer's purchase order and shall cover all and any fees, taxes, costs related to checks, dispatch, transport etc. and any administrative, travel, customs, insurance of other costs related to delivering the goods and/or rendering the services unless the parties agree otherwise. No exchange rate fluctuation shall entitle the Supplier to make a change to the agreed price.
9. **PAYMENT TERMS.** Supplier shall not accept any orders that incur costs from any Buyer's personnel without first having received an official Purchase Order via email, fax or post. The Purchase Order (PO) number the Supplier will receive from the Buyer starts with an 81 or an 85 and must be quoted on all Supplier's invoices. If the Purchase Order number is not included on Supplier's invoice the invoice will be returned to Supplier unpaid as Buyer will not be able to process such invoice. Supplier's invoice must contain the following items to be valid; The Buyer's company name shown in the Invoice Mail To section of the Purchase Order document, Buyer's VAT number as stated on the Purchase Order, the Purchase Order number and line number from the document, the Supplier's full legal name, address and VAT number, invoice number, invoice date, full description of goods or services, net amount and if applicable the tax rate and calculation, currency, and the Supplier's payment details. Supplier's invoice must be addressed to the company stated in the Invoice Mail To section of the Purchase Order:

Pfizer Polska Sp. z o.o.
Pfizer Shared Services
PO Box 12565
Dublin 4
Ireland

Pfizer Trading Polska Sp. z o.o.
Pfizer Shared Services
PO Box 12565
Dublin 4
Ireland

In case of any changes in the Supplier's company details (e.g. VAT number, address, name or bank account) Supplier shall inform immediately Buyer by sending the update of the company information. If the details on the issued invoice do not match the details in the Buyer's system, such invoice cannot be paid.

Buyer shall make payment of invoices 60 days after the date of delivery of a correct invoice. A correct invoice must fulfill the obligations stated above.

- 10. TERM OF DELIVERY** The Supplier agrees to deliver the goods or render the services to the Buyer in due manner and in the term of delivery stipulated in the purchase order. The term of delivery is the date on which the ordered goods are to reach the place of delivery and/or the rendering of the ordered services is to be commenced. If a delay in supplies is expected, the Supplier agrees to notify the Buyer of such a delay in writing as soon as the Supplier becomes aware of such a delay. Apart from force majeure events or where an event of default is attributable to the Buyer, if the Supplier fails to supply in due manner and/or time or fails to supply in due quantity or amount or a delay in supplies is likely to occur, then the Buyer reserves the right to withdraw from the entire purchase order and/or that part thereof which is yet to be performed and/or the right to agree with the Supplier on a new term of delivery. The rights reserved above shall be without prejudice to the Buyer's right to demand from the Supplier compensation for direct or indirect damage suffered in connection with delayed supplies and/or failure to supply to the agreed place. If the delivery is delayed for any reason, the Buyer will acquire the right to receive a compensation of damages in the amount of 0.1% of the total supply for each of the first 10 days of delay. If the delay exceeds 10 days, the Buyer shall be entitled to receive compensation in the amount of 0.5% percent of the total value of the order for each day of delay and the supplier at his own expense will deliver the supply to the address indicated by the buyer, unless the parties agreed otherwise in the Order. If the delay exceeds 14 days, the penalty of 1% per cent of the total value of supplies for each subsequent day of delay and the Supplier at his own expense will deliver the supply to the address indicated by the buyer, unless the parties have agreed otherwise in the Order. The Buyer may require the payment of compensation which exceeds the penalties listed above.
- 11. SUPPLIES** Unless agreed otherwise, all supplies of goods and/or services shall be delivered at the registered office of the Buyer. Partial supplies of goods and/or services are not allowed without a prior written consent of the Buyer. After goods are dispatched for the place of delivery the Supplier shall deliver the Buyer a goods dispatch notice by post, fax and/or e-mail to the address shown in the Buyer's purchase order. The goods dispatch notice must show the purchase order number, the quantity of goods and the delivery address. Each supply of goods must include a bill of delivery (two copies) which must show the same data as does the goods dispatch notice, otherwise the goods shall be returned to the Supplier at his expense. The Supplier agrees to follow the Buyer's instructions, especially those in connection with marking goods and issuing accompanying documents. Goods/services are understood to have been supplied once accepted by the Buyer. By attaching his signature to the bill of delivery and filling in the date of supply, the Buyer – his employee, agent or representative authorized to accept goods – confirms the acceptance of a supply but this constitutes no approval as to the standard of the goods supplied.
- 12. TERMINATION.** Buyer may terminate this Order or any part thereof without cause. Upon receipt of notice of such termination, Supplier shall immediately stop all goods in process, and shall immediately cause any of its suppliers or subcontractors to cease such goods in process. Supplier shall not be paid for any goods processed after receipt of the notice of termination, nor for any costs incurred by Supplier's suppliers or subcontractors which Supplier could reasonably have avoided. Buyer may also terminate this Order or any part hereof for cause in the event of any default by the Supplier, or if Supplier fails to comply with any of the terms and conditions of this Order. Late deliveries, deliveries of products which are defective or which do not conform to this Order, and failure to provide Buyer with adequate assurances of future performance shall all be causes allowing Buyer to terminate this Order for cause. In the event of Buyer's termination for cause, Buyer shall not be liable to Supplier for any damages sustained by reason of the termination, and Buyer shall have all rights and remedies provided at law and in equity.
- 13. CHANGES.** Buyer shall have the right at any time to make reasonable changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any changes cause an increase or decrease in the cost or the time required for performance of this Order, an equitable adjustment shall be made and this Order shall be modified in writing accordingly. Supplier agrees to accept any such changes subject to this paragraph.
- 14. CONFIDENTIALITY.** Supplier shall consider all information furnished by Buyer, to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this Order, unless Supplier obtains written permission from Buyer. At any time upon Buyer's request, Supplier shall promptly return to Buyer all documents or other tangible materials containing and/or embodying any of the confidential information, and shall certify that all such confidential information has been returned to Buyer or disposed of in a manner approved by Buyer. Buyer does not wish to receive any confidential information from Supplier, for which reason any information or disclosure shall be provided to Buyer on a non-confidential basis.
- 15. FORCE MAJEURE.** Neither party shall be liable to the other for its failure to perform as a result of any cause beyond its reasonable control, providing, however, if Supplier at any time becomes unable duly and timely to perform this Order for a period of 20 days or more, Buyer shall be entitled to terminate this Order for cause, in whole or part, as provided above.
- 16. INFRINGEMENT.** Supplier warrants that the goods and/or their use, sale and/or consumption, pursuant to this Order do not and will not infringe any patent, trademark, copyright or other intellectual property right and there is no unauthorized use of proprietary rights of another party. Supplier agrees to indemnify Buyer, its agents, vendors and Buyers against any and all expenses, losses, royalties, profits and damages, including court and/or settlement costs and attorneys' fees resulting from any suit or proceeding which may be brought against Buyer in case of such infringement or alleged infringement.
- 17. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS** If the Supplier undertakes any design or development work for the Buyer all intellectual property rights, including trademarks, copyright, patent and design rights shall belong to, and automatically vest in the Buyer along with ownership of work's carriers on which these were recorded, and the Supplier will, at the request of and at the expense of the Buyer, execute such confirmatory assignments as the Buyer shall require.
- 18. INDEMNIFICATION; INSURANCE.** Supplier shall defend, indemnify and hold Buyer harmless against all damages, claims, liabilities and/or expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods purchased

hereunder, from any act or omission of Supplier, its employees, agents or subcontractors, or from Supplier's breach of any warranty as provided herein or otherwise provided by law. Supplier shall maintain comprehensive liability insurance, including products liability coverage, contractual liability and broad form vendor's endorsements covering Supplier's obligations under this Order, such insurance to have aggregate limits of at least 1 million PLN, and to be with an insurance carrier reasonably satisfactory to Buyer. Supplier shall furnish certificates of insurance evidencing such coverage to Buyer at Buyer's request. The insurance value may depend on the transaction value or the business impact that may have and can be changed on the base of the mature agreement of both Buyer and Supplier.

19. **INSPECTION RIGHTS.** Upon reasonable notice to Supplier, Buyer or Buyer's independent inspection service may inspect Supplier's plants where goods are manufactured. If any such inspection reveals that the processes, procedures, or practices used by Supplier fail to conform to the specifications set forth herein, or in the Manual(s), Supplier shall upon demand by Buyer immediately take all reasonable corrective measures. Buyer may return to Supplier's plant as many times as is reasonably necessary to determine that the non-conforming activities have been corrected and are not recurring. Buyer's inspection shall not affect or release Supplier from any of the obligations of Supplier with respect to the goods.
20. **PUBLIC DISCLOSURE.** Neither party shall make any public statement, announcement or disclosure to third parties concerning the existence of this Agreement or its terms, the business relationship between the parties or the transactions contemplated hereby, without the prior written approval of the other party.
21. **ASSIGNMENT.** No part of this Order may be assigned or contracted by Supplier without the prior written approval of Buyer. With the consent of Supplier, which shall not be unreasonably withheld, Buyer may, at its option, either terminate or assign a portion or all of this Order in the event of a sale, transfer, or other disposition of any operating unit or business of Buyer participating in this Order, provided that such termination or assignment shall relate only to the requirements of such operating unit or business. In the event of assignment, Supplier agrees that Buyer shall have no further obligations with respect to the assigned portion of the Order after the date of such assignment.
22. **WAIVER.** Buyer's failure to insist on performance of any terms or conditions herein or to exercise any right or privilege or Buyer's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.
23. **SAFETY AND ENVIRONMENTAL PROTECTION** The Supplier undertakes to supply the Buyer goods and/or services that are in accordance with valid safety and environmental rules, otherwise the Buyer shall be entitled to withdraw from the Purchase Order. In addition, the Supplier shall ensure that a supply of goods and/or services is in accordance with the safety and environmental rules applicable to the place of the delivery of the goods and/or the rendering of the services. The Supplier undertakes to inform the Buyer if the nature of his goods and/or services is specific in terms of safety and environmental protection. The Supplier shall be fully liable to the Buyer, the end buyer/consumer and third parties for any damage suffered as result of the Supplier breaching a statutory duty in respect of safety and environmental protection.
24. **GOVERNING LAW, DISPUTES.** This Order shall be governed and construed by the laws of the Republic of Poland. Any disputes that cannot be solved through negotiations shall be settled by the competent courts in Warsaw which have the local venue of the respective Pfizer Company which has issued the Order.
25. **ENTIRE AGREEMENT.** The Order, these GT&C and any documents referred to in the attachment or cover sheet hereof, constitute the entire agreement of the parties.
26. **ACCEPTANCE OF STANDARD BUYING TERMS AND CONDITIONS OF THE BUYER** By accepting the Buyer's purchase order or submitting a binding offer the Supplier represents that he has duly read and understood these GT&C and accepts all the provisions thereof. If the Supplier has accepted the GT&C, these GT&C shall also apply to any other goods or services supplied or rendered by the Supplier to the Buyer.
27. **COMMON PROVISIONS** All the notices and communication under the Order and these general terms and conditions shall be delivered to the relevant party by hand or sent by registered post or fax or email to the respective addresses or fax numbers as specified in the purchase order. The Supplier shall not be entitled to include in his promotional, business or any other material any reference to the Buyer as the Supplier's business partner without prior written consent/ email of the Buyer.
28. **AUTHORITATIVE LANGUAGE.** Where this Order is executed in another language in addition to Polish, in all circumstances only the Polish language version of the Order shall be regarded as authoritative.

List of Appendixes:

Appendix No. 1 - Pfizer's International Anti-Bribery and Anti-Corruption Business Principles

Appendix No. 1

Pfizer's International Anti-Bribery and Anti-Corruption Business Principles

Pfizer has a long-standing policy forbidding bribery and corruption in the conduct of our business in the United States or abroad. Pfizer 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 Pfizer.

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:

- (i) any elected or appointed Government official (e.g., a legislator or a member of a Government ministry);
- (ii) any employee or individual acting for or on behalf of a Government Official, agency, or enterprise performing a governmental function, or owned or controlled by, a Government (e.g., a healthcare professional employed by a Government hospital or researcher employed by a Government university);
- (iii) any political party officer, candidate for public office, officer, or employee or individual acting for or on behalf of a political party or candidate for public office;
- (iv) any employee or individual acting for or on behalf of a public international organization;
- (v) any member of a royal family or member of the military; and
- (vi) any individual otherwise categorized as a Government Official under law.

"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 Pfizer. 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, Pfizer must comply with the FCPA and could be held liable as a result of acts committed anywhere in the world by a Business Associate.

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:

- Business Associates, and those acting on their behalf in connection with work for Pfizer, 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 Pfizer obtain or retain business. Business Associates, and those acting on their behalf in connection with work for Pfizer, 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 Pfizer product, to influence the outcome of a clinical trial, or to otherwise benefit Pfizer's business activities improperly.
- In conducting their Pfizer-related activities, Business Associates, and those acting on their behalf in connection with work for Pfizer, 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 Pfizer contact before engaging in such interactions.
- Business Associates, and those acting on their behalf in connection with work for Pfizer, 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 Pfizer, receives or becomes aware of a request or demand for a facilitation payment or bribe in connection with work for Pfizer, the Business Associate shall report such request or demand promptly to his or her primary Pfizer 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. Pfizer 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 Pfizer, to abide by the same principles.

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

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

- Business Associates, and those acting on their behalf in connection with work for Pfizer, may not directly or indirectly make, promise, or authorize a corrupt payment or provide anything of value to any person to influence that person to provide an unlawful business advantage for Pfizer.
- Business Associates, and those acting on their behalf in connection with work for Pfizer, 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 Pfizer.
- Pfizer 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 Pfizer. 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 Pfizer, 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 a Business Associate's primary point of contact at Pfizer, or if a Business Associate prefers, to Pfizer's Compliance Group by e-mail at corporate.compliance@pfizer.com or by phone at 1-212-733-3026.