



## GENERAL TERMS AND CONDITIONS FOR PURCHASE

These General Terms and Conditions for Purchase (hereinafter "GT&C") regulate the rules of cooperation whose subject matter is the purchase of goods or order of services by Pfizer Polska Sp. z o.o. or Pfizer Trading Polska Sp. z o.o.; with its registered office in Warsaw, Żwirki i Wigury 16B Street, 02-092 Warsaw (hereinafter: Pfizer) from the Supplier.

### 1. PURCHASE ORDER

Purchase Order is the only form of ordering the delivery of goods or the performance of services. A Purchase Order is sent electronically to the Supplier via an e-mail sent automatically from the Ariba system. An oral Purchase Order shall not be binding and shall not constitute a confirmation of the order to supply goods or to perform services. A Purchase Order shall always contain the price conditions agreed upon between Pfizer and the Supplier, the terms and conditions of supply of goods or the performance of services, as well as a link to these GT&C. By accepting a Purchase Order, the Supplier acknowledges all terms and conditions contained therein and in certain cases contained in the appendix to the Purchase Order constituting its internal part. No other terms and conditions of purchasing goods and services by Pfizer shall be applicable, save for those provisions concluded in writing, e.g. by a contract concluded between Pfizer and the Supplier.

### 2. SUPPLIER'S OBLIGATIONS

- 2.1 The Supplier agrees to comply with the specifications contained in the Purchase Order during the production and supply of the ordered goods or the provision of services to Pfizer. Pfizer shall accept the goods from the Supplier or shall confirm the performance of the service, provided that such goods and services meet the requirements of Pfizer, as provided for in the Purchase Order. The Supplier ensure that the supplies of goods or services under the Purchase Order are in full accordance with the valid provisions of law and with all codes of ethics related to the Pfizer 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). In case of a justified refusal to accept the goods due to reasons specified in this Section of the agreement, the Supplier shall not be entitled to any claims.
- 2.2 The Supplier declares that in order to perform the supply of goods or the provision of services specified in the Purchase Order, it shall use only adequately qualified personnel. In order to fulfil their obligations by virtue of the supply of goods or the provision of services, the Supplier shall be entitled to further sub-contract the provision of services to third parties only upon prior written consent of Pfizer under pain of nullity. Should such consent be granted, the Supplier bears the full responsibility for the proper delivery of the goods or provision of the services and the compliance by third parties with all the conditions of the Purchase Order and of these GT&C, as if the Supplier itself supplied the goods or provided the services. The Supplier agrees to immediately replace any third party taking part in performing the Purchase Order where Pfizer requests such replacement.
- 2.3 The Supplier declares that it is qualified to supply the goods or provide the services indicated in the Purchase Order, and also that it meets all the legal requirements with respect to the conducted activity, in particularly those specified in the Act of 2 July 2004 on freedom of economic activity with respect to the conduct of regulated activities.
- 2.4 The Supplier declares that there are no claims, lawsuits, proceedings or any inquiries conducted by state authorities and that it is not aware of any possible claims, lawsuits, proceedings or inquiries carried out by state authorities which could adversely affect the ability of the Supplier to fulfil its duties under the Agreement or could render this Purchase Order invalid or unenforceable. The Supplier shall be obliged to immediately notify Pfizer of any changes to their financial situation and of all circumstances which could render this Purchase Order invalid or unenforceable.
- 2.5 The Supplier declares that the supply of goods or the provision of services on the basis of the Purchase Order is not contrary to any other obligations of the Supplier. The Supplier declares that the performance of the Purchase Order according to these GT&C is not contrary to the terms and conditions and provisions contained in any contract or any agreement concluded by the Supplier with a third party, that the performance of the Purchase Order by the Supplier would not infringe any third-party rights, codes of ethics, generally applicable provisions of law or other rules to which the Supplier must adhere.
- 2.6 The Supplier declares that the performance of the Purchase Order according to the GT&C and the payment of a price/remuneration by Pfizer does not aim to persuade to use or to prescribe Pfizer medicinal products, to manipulate the results of clinical trials of medicinal products or to directly or indirectly influence the adoption of any decision concerning Pfizer or its products. The term "Products" is to be understood as any Pfizer products or products of entities directly or indirectly controlling Pfizer, controlled by Pfizer or remaining together with Pfizer under control of the same entity.
- 2.7 The Supplier hereby represents and warrants that:
  - a) the 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) 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 or any other person in order for Pfizer 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) the Supplier has been provided with a copy of Pfizer's International Anti-Bribery and Anti-Corruption Principles (Appendix 1) and has communicated such Principles to all persons acting on its behalf in connection with work for Pfizer, including agents or subcontractors;
  - d) Any information provided by the Supplier to Pfizer in connection with Pfizer's anti-corruption due diligence is complete, truthful and accurate and the Supplier agrees to inform Pfizer 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, as defined therein, change during the performance of this agreement;

- e) the 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; and
- f) the Supplier will permit, during the term of the agreement and for three years after final payment has been made under the agreement, Pfizer's internal and external auditors access to any relevant books, documents, papers, and records of the Supplier involving transactions related to the agreement. Where the agreement involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality.
- g) The Supplier will complete and submit to Pfizer, the Third Party Annual Compliance Certification (Appendix 2) at an annual interval, upon request by Pfizer.
- h) The Supplier agrees that upon request of Pfizer, any persons acting on behalf of the Supplier in connection with work for Pfizer, will complete anti-corruption training provided by Pfizer, and will notify Pfizer of any persons that require such training, at the time of contracting and during the term of the engagement.
- i) The Supplier agrees to follow Pfizer's My Anti-Corruption Policy and Procedures (MAPP) in connection with its performance under this agreement, including requiring relevant employees of the Supplier, as determined by Pfizer, to complete training on anti-corruption and/or MAPP provided by Pfizer.

Pfizer may terminate the contract if the Supplier breaches any of the above Representations and Warranties. In the event of termination, the Supplier shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and the Supplier shall be liable for damages or remedies as provided by law. Further, the Supplier will indemnify and hold Pfizer harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of the Supplier's failure to comply with its obligations under this Agreement.

### 3. PFIZER'S OBLIGATIONS

Pfizer shall provide the Supplier with the cooperation necessary for the Supplier to duly discharge its obligations resulting from the Purchase Order. Pfizer declares that it is capable of executing the Purchase Order with the Supplier, that it has obtained all necessary permits and approvals for the performance of the Purchase Order as well as for the performance of the obligations arising from it, and that these permits and approvals are valid and applicable in their full extent.

### 4. QUALITY

The Supplier guarantees that all goods or services shall comply with the specifications and instructions presented by the Supplier and confirmed by Pfizer. The Supplier shall also confirm the receipt of any specifications or instructions presented by Pfizer, regardless of the form of their provision. The Supplier warrants that all goods meet the requirements of the applicable law, meet the applicable safety requirements, shall be of merchantable quality, shall be performed professionally and from good materials, shall be free from any defects, properly labelled, suitable for use for the envisaged purpose. If applicable, the Supplier shall transfer to Pfizer all guarantees concerning any parts of the goods, granted to the Supplier by third parties. In the event that the Supplier becomes aware or has grounds to believe that a condition exists, within the manufacturing facility or with respect to the goods themselves, which does or may adversely impact any of the above warranties, the Supplier shall promptly notify Pfizer of the same.

### 5. REJECTION

- 5.1 In case that the delivered goods have legal or physical defects, in particular when they are delivered in amounts not corresponding to the order or do not comply with the specifications or are defective, or the ordered services have been performed in an incorrect manner, Pfizer is entitled to request that the item in question be replaced with a defect-free item or that the defect be rectified at the cost of the Supplier, that the service be performed anew according to the Pfizer requirements, to request that the remuneration be reduced or that the cooperation be discontinued with immediate effect. This provision does not limit the liability for damages in accordance with the general rules, as well as the liability for damages related to the execution of entitlements by virtue of the warranty referred to in Article 566 of the Civil Code.
- 5.2 According to Article 9 of the Act of 8 March 2013 on payment deadlines in commercial transactions (consolidated text: Journal of Laws of 2016, item 684), Pfizer is entitled no later than 21 days commencing from the delivery of the goods or the performance of the services to examine the conformity of the purchase order with the agreement.

### 6. PRICE

In exchange for goods and services duly delivered or performed by the Supplier according to the Purchase Order, Pfizer shall pay the Supplier a price/remuneration in an amount agreed and specified in the Order. The price/remuneration set in such a manner includes all payments, taxes, costs related with checks, shipment, transport, as well as all costs of administration, trips, customs, insurance or other costs related to the delivery of goods or the provision of services, unless the parties have agreed otherwise. No exchange rate fluctuation shall entitle the Supplier to make a change to the agreed price.

### 7. PAYMENT CONDITIONS

The Supplier undertakes not to accept oral or written orders from Pfizer employees until the Purchase Order document sent automatically from the Ariba system via e-mail is received. Every Purchase Order document has a number starting with the digits 81 or 85 — the Supplier is obligated to include this number on every issued invoice. If the Purchase Order number is missing on the invoice, the payment shall not be performed. A correctly issued invoice should include: the correct name of the Pfizer entity for which the Purchase Order document was issued, Tax ID No (NIP), Purchase Order number, order line number, correct and complete details of the Supplier, invoice number, description of the service as described in Pfizer's Purchase Order, net value, currency and payment date. Within 14 working days prior to the issuance of the invoice, the Supplier shall inform Pfizer about its preferred manner of delivering invoices for all performed purchase orders for goods and services. The Supplier may choose one of the below methods of delivering an invoice:

- 7.1 **Invoice delivered electronically** should be delivered according to the below rules:
  - a. The e-invoice must be sent in one message to the following email address: [efaktury@pfizer.com](mailto:efaktury@pfizer.com);
  - b. One email may contain only 1 (one) invoice scanned in 1 (one) PDF document (Word/Excel/jpg & other file formats are not accepted).
  - c. Should the invoice contain attachments, they shall be scanned in the same pdf document.
  - d. Each invoice shall include a 10-digit Purchase Order number starting with the digit 8. Documents without this number will not be processed.
  - e. PDF size cannot exceed 25MB.

f. PDF document cannot be locked/password protected.

7.2 **Invoice delivered by post**, depending on which Pfizer entity submitted the Purchase Order, the invoice should be sent only to the following address:

**Pfizer Polska Sp. z o.o.**  
PO BOX 240  
Bubenské náměstí 306/13  
17004 Prague  
Czech Republic

**Pfizer Trading Polska Sp. z o.o.**  
PO BOX 240  
Bubenské náměstí 306/13  
17004 Prague  
Czech Republic

**Invoices delivered by courier or requiring a signature upon delivery**, should be sent to the following address:

Canon CZ s.r.o.  
Prague Marina Office center  
Jankovcova 1595/14 vchod B  
170 00 Praha 7 Holešovice  
Czech Republic

Contact: Reception  
Telephone: +420 225 280 111

The Supplier undertakes not to issue double invoices, i.e. an e-invoice and at the same time a paper invoice for the same service or goods. Should it be declared that e-invoices will be issued, the Supplier will not be able to issue paper invoices, unless it sends a written declaration on changing the way of issuing invoices to Pfizer no later than 14 working days prior to issuing an invoice. In case of changes in the Supplier's data (e.g. address, name, tax ID No, bank details) the Supplier should promptly notify Pfizer of the change. An invoice containing other data than data found in the Pfizer systems shall not be processed within the deadline. Pfizer shall make payment within 60 days commencing from the date of the properly issued invoice, in accordance with rules set above. Pfizer and the Supplier can agree in writing to apply different payment terms than set above, however only in commercial transactions in which the Supplier is a large entrepreneur, payment term can be longer than 60 days.

## 8. TIME LIMITS FOR THE SUPPLY AND PERFORMANCE OF THE SERVICE

The Supplier shall duly deliver the goods or shall duly provide the services to the Purchaser and shall deliver and provide them within the deadline specified in the Purchase Order. In the case of an expected delay of the supply or the performance of the service the Supplier shall notify Pfizer of such a delay in writing, immediately after becoming aware of such a delay. Save for force majeure events or for cases where the obligation was not fulfilled due to the fault of Pfizer, should the Supplier not perform the service or the supply in a due manner or should there be justified concerns that the performance of the supplies will delay, Pfizer reserves the right to withdraw the entire pending Purchase Order or its part, or reserves the right to agree with the Supplier on a new time limit for the supply or performance of service. The rights reserved above shall be without prejudice to Pfizer'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 supply or the performance of the service is delayed for any reason, Pfizer shall be entitled to a compensation for damages from the Supplier amounting to 0.1% of the amount of the supply or the value of the service for each of the first 10 days of delay. If the delay exceeds 10 days, Pfizer shall have the right to compensation amounting to 0.5% of the total value of the order for each day of delay, and the Supplier shall at their own cost transport the supply to the address indicated by Pfizer, unless the parties have agreed otherwise in the Purchase Order. If the delay exceeds 14 days, a penalty amounting to 1% of the total value of the supply or service will be added for each subsequent day of delay, and the Supplier shall at their own cost transport the supply to the address indicated by Pfizer, unless the parties have agreed otherwise in the Purchase Order. Pfizer may request the payment of compensation exceeding the aforementioned penalties. In the case of performance of a service, should the delay in the performance of the ordered service jeopardise the interests of Pfizer, Pfizer shall be entitled to withdraw from the agreement or shall be entitled to a replacement service at the cost of the Supplier.

## 9. SUPPLIES

Unless agreed otherwise, all goods shall be supplied to and all services shall be performed at the seat of Pfizer. A partial supply of goods or a partial performance of services shall not be permitted without the prior written consent of Pfizer. Upon the dispatch of goods to the place of supply, the Supplier shall notify Pfizer of the shipment of goods by e-mail at the address indicated in the Purchase Order. The notice of the dispatch of goods should contain the order number, the amount of goods and the address of supply. Each supply of goods must include a bill of delivery (two copies) which must include the same data as the goods dispatch notice, otherwise the goods shall be returned to the Supplier at its expense. The Supplier agrees to follow Pfizer instructions, especially those relating to labelling goods and issuing accompanying documents. The goods/services shall be deemed delivered/performed after their acceptance by Pfizer, confirmed in writing. By attaching its signature to the bill of delivery and filling in the date of supply, Pfizer – its employee, agent or representative authorized to accept goods – confirms the acceptance of a supply. However, this constitutes no approval as to the standard of the goods supplied.

## 10. TERMINATION

Pfizer may terminate Purchase Order or any part thereof without cause. Upon receipt of a notice of such termination, the Supplier shall immediately stop the manufacture or processing of all goods, and shall immediately cause any of its suppliers or subcontractors to cease the manufacture or processing. The Supplier is not entitled to any claims by virtue of the performed services or the manufacturing or processing of the goods which took place after the receipt of the termination notice, and by virtue of the costs which have been incurred by the suppliers or the sub-contractors of the Supplier which the Supplier could reasonably avoid. Pfizer may also terminate the Purchase Order or its part in the case of non-performance by the Supplier or improper performance of the Supply/service. Circumstances justifying Pfizer's termination of this Purchase Order shall include improper performance of the service or delayed supplies, supplies of defective products or products not conforming with the Purchase Order, as well as the circumstances indicated in Section 2 of the GT&C. Should Pfizer terminate while stating the reasons for termination, the Supplier shall not be entitled to any compensation claims with respect to any losses borne by the Supplier due to the termination.

## 11. CHANGES

Pfizer is entitled to perform changes to the illustrations, projects, specifications, materials, packages, time limits and place of supply, as well as to the method of transporting the goods or to the terms of performance of services as long as the Supplier did not yet proceed to the performance of the Supply/Service.

## **12. CONFIDENTIALITY**

The Supplier shall treat all information made available by Pfizer as confidential and shall not disclose such information to other persons nor use such information for purposes other than for the execution of this Purchase Order, unless the Supplier has received a written consent from Pfizer. At any time, at the request of Pfizer, the Supplier shall immediately return to Pfizer all documents or other materials or media containing or involving confidential information, and shall certify that all such confidential information has been returned to Pfizer or that it has been disposed of in a way confirmed by Pfizer. The transfer of confidential information to Pfizer by the Supplier shall be each time agreed upon with Pfizer.

## **13. PROCESSING OF PERSONAL DATA**

13.1 When processing personal data, Pfizer and the Supplier undertake to comply with the binding provisions of law, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (O.J. EU L 119 of 4 May 2016).

13.2 If, due to the performance of an Order, it would occur that Pfizer or the Supplier is entrusted with the processing of personal data, then the purpose and the scope of such processing, as well as the deadline for permanent deletion of the entrusted personal data shall be agreed by Pfizer and the Supplier in a separate agreement.

13.3 When processing the entrusted personal data, Pfizer and the Supplier undertake to safeguard them according to the applicable provisions.

13.4 The Supplier may not entrust personal data for further processing to sub-contractors without the prior written consent of Pfizer under pain of invalidity.

## **14. FORCE MAJEURE**

Neither Party shall be liable to the other party for the non-performance of the obligations due to a reason beyond their control; however, if at any time the Supplier becomes unable to perform the Purchase Order in a proper and timely manner, and this state of affairs continues for at least 20 days, Pfizer shall have the right to terminate the Purchase Order.

## **15. INFRINGEMENT**

The Supplier warrants that the goods and their use, sale or consumption, pursuant to this Purchase Order, as well as the services performed do not and will not infringe any patent, trademark, copyright or other intellectual property right and that there is no unauthorized use of proprietary rights of another party. The Supplier agrees to indemnify Pfizer, its agents, vendors and suppliers against any and all expenses, losses, royalties, profits and damages, including court or settlement costs and attorneys' fees resulting from any suit or proceeding which may be brought against Pfizer in case of such an infringement or alleged infringement.

## **16. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

If the Supplier performs any project or development works for Pfizer, all intellectual property rights, including trademarks, copyrights, patents and rights to projects, shall be transferred to Pfizer upon the execution of the Purchase Order, including the ownership of tangible media on which works were recorded. Each time the transfer of intellectual property rights shall be regulated by a separate agreement.

## **17. INDEMNIFICATION; INSURANCE.**

The Supplier shall defend, indemnify and hold Pfizer harmless against all any and 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 the Supplier, its employees, agents or subcontractors, or from Supplier's breach of any warranty as provided herein or otherwise provided by law. The Supplier shall maintain a comprehensive liability insurance policy for the conducted economic activity including products liability coverage, contractual liability and broad form vendor's endorsements covering Supplier's obligations under the Purchase Order. At the request of Pfizer, the Supplier shall present Pfizer insurance certificates confirming such insurance. The insurance value may depend on the transaction value or the business impact that may be charged upon consent of both Pfizer and the Supplier.

## **18. INSPECTION RIGHTS**

As soon as Pfizer receives reliable information about any incompatibilities of the processes, procedures or practices applied by the Supplier with the specifications specified in these GT&C or in the manual(s), internal auditors of Pfizer or external auditors acting on behalf of Pfizer may carry out inspections in the facilities of the Supplier in which goods are produced or services are performed. If any such inspection reveals that the processes, procedures, or practices used by the Supplier fail to conform to the specifications set forth herein or in the manual(s), the Supplier shall, upon Pfizer's demand, immediately take all reasonable corrective measures. Pfizer may return to the Supplier's plant as many times as it is reasonably necessary to determine that the non-conforming activities have been corrected and are not recurring. Pfizer's inspection shall not affect or release the Supplier from any of the Supplier's obligations with respect to the goods.

## **19. 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. At the same time, the Supplier acknowledges that in connection with the applicable Disclosure Code adopted by pharmaceutical companies belonging to the European Federation of Pharmaceutical Industries and Associations EFPIA, company Pfizer Polska Sp. z o.o. is required to publish on the website [www.pfizer.com.pl](http://www.pfizer.com.pl) information on payments made between January and December of a given year by Pfizer Group entities, to HCPs and healthcare organizations (e.g. healthcare providers, medical organizations, academic organizations in the area of health or medicine, hospitals). The scope of the published information in the case of healthcare organizations shall cover: the name of the organization, the address of the organization, the amount of transferred payments or other benefits, the purpose, e.g. the costs borne in relation to the events or remuneration by virtue of the performed services (save for a civil partnership or a one-person business, in the case of which the partner or the owner is entitled to consent or not to consent to the publication).

## **20. ASSIGNMENT**

The Supplier may not transfer or contract any part of this Purchase Order without the prior consent of Pfizer expressed in writing under pain of invalidity. With the consent of Supplier, which shall not be unreasonably withheld, Pfizer may, at its option, either terminate or assign a portion or all of the Purchase Order in the event of a sale, transfer, or other disposition of any operating unit or business of Pfizer participating in the Purchase Order, provided that such termination or assignment shall relate only to the requirements of such operating unit or business. In the event of assignment, the Supplier agrees that Pfizer shall have no further obligations with respect to the assigned portion of the Purchase Order after the date of such assignment.

#### **21. SECURITY AND ENVIRONMENTAL PROTECTION**

The Supplier undertakes to provide Pfizer with goods or services which conform with the applicable safety and environmental protection rules; otherwise, Pfizer shall have the right to withdraw from the Purchase Order. Furthermore, the Supplier shall ensure that the supply of goods or services shall comply with the safety and environmental protection rules at the place of supply of goods or provision of services. The Supplier undertakes to inform Pfizer if, due to the nature of its goods or services, the issue of safety and environmental protection is of particular significance. The Supplier shall be fully liable to Pfizer, the end consumer and third parties for any damage suffered as a result of the Supplier breaching a statutory duty in respect of safety and environmental protection.

#### **22. GOVERNING LAW, DISPUTES**

The Purchase 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 ordinary court with territorial jurisdiction for the respective Pfizer company which has issued the Purchase Order.

#### **23. PREVAILING PROVISIONS**

Should another agreement be concluded between Pfizer and the Supplier concerning the purchase of goods or the performance of services being the subject matter of these GT&C, the relations between Pfizer and the Supplier shall be regulated by the provisions of that agreement. In the case of any discrepancies between the concluded agreement and these GT&C, the contractual provisions shall prevail.

#### **24. GENERAL PROVISIONS**

All notifications and messages communicated according to the Purchase Order and these GT&C shall be delivered to a given party in person, sent by registered letter or via e-mail to the address indicated in the Purchase Order. Without the prior written consent of Pfizer, the Supplier shall not be entitled to publish the logo of Pfizer or any reference to Pfizer as the Supplier's counterparty in their promotional, business or other materials.

#### **25. BINDING LANGUAGE VERSION**

Where this Purchase Order is executed in another language than in Polish, in all circumstances only the Polish language version of the Purchase Order shall be regarded as binding.

#### **26. DECLARATION OF HAVING THE STATUS OF A LARGE ENTREPRENEUR**

Pfizer Polska Sp. z o.o. and Pfizer Trading Polska Sp. z o.o. with its registered office in Warsaw pursuant to the provisions of the Act of 8 March 2013 on preventing excessive delays in commercial transactions, declare that they have the status of a large entrepreneur in accordance with the abovementioned provisions.

#### **27. COMPLIANCE WITH SANCTIONS, EXPORT CONTROL LAWS, REGULATIONS AND ORDERS**

The parties will perform all activities under the Purchase Order in compliance with all applicable economic sanctions, import, and export control laws, regulations and orders. Supplier will not knowingly transfer to Pfizer any Products, goods, software, technology or services that are subject to export controls. The parties agree that no activities under this Purchase Order will involve the Crimean Peninsula, Cuba, the Donbass Region, Iran, North Korea, or Syria, or any other country, territory or region similarly sanctioned or subjected to an economic embargo by the government of the United States or any other applicable jurisdiction, including entities related to the Russian Federation subject to sanctions. Each party represents, warrants, and covenants that it is not designated on any list of restricted, sanctioned, or debarred parties maintained by an applicable governmental authority, including those established under the FDC Act or the U.S. Foreign Assets Control Regulations, regulations of the European Union or the Republic of Poland and that such a person is not its partner or beneficial owner and that it will not involve any such listed individual or entity in the performance of the Purchase Order.

#### **28. CONCLUDING CONTRACTS WITH PFIZER THAT DO NOT HAVE AN PROFESSIONAL CHARACTER FOR THE SUPPLIER**

If the Supplier is a natural person concluding a contract directly related to its business activity, it is obliged to notify Pfizer in writing prior to the conclusion of the contract if the contract is not of a professional nature for him, within the meaning of Art. 3855 of the Act of 23 April 1964 Civil Code.

#### **29. APPENDICES**

**Appendix No 1** – International Anti-Bribery and Anti-Corruption Principles of Pfizer

**Appendix No 2** – Declaration of a Third Party on Compliance with Anti-Corruption Law

COMPANY NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**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](mailto:corporate.compliance@pfizer.com) or by phone at 1-212-733-3026.

## APPENDIX NO 2

### THIRD PARTY ANNUAL COMPLIANCE CERTIFICATION

The following certification must be completed by a Third Party where required by MAPP:

I hereby certify:

1. [I have/Third Party Entity has] been provided with a copy of Pfizer's *International Anti-Bribery and Anti-Corruption Principles* and [have/has] communicated such Principles to all persons acting on [my/its] behalf in connection with work for Pfizer, including agents or subcontractors;
2. Neither [I/Third Party Entity] nor any agent or subcontractor acting on [my/Third Party Entity's] behalf in connection with work for Pfizer, has made any payments or offered or provided any item or benefit to a Government Official, as defined in Pfizer's *International Anti-Bribery and Anti-Corruption Principles*, or to any other person, to influence such Government Official or person to perform any act or make any decision to help Pfizer improperly obtain or retain business or gain an improper business advantage. For example, this includes any inducement for such Government Official or person to approve, reimburse, prescribe, or purchase a Pfizer product, to influence the outcome of a clinical trial, or otherwise to benefit Pfizer's business activities improperly;
3. Neither [I/Third Party Entity] nor any agent or subcontractor acting on [my/Third Party Entity's] behalf, in connection with work for Pfizer, has accepted any payment, item, or benefit, regardless of value, as an inducement for Pfizer to improperly obtain or retain business or to gain an improper business advantage;
4. [I have/Third Party Entity has] informed Pfizer of any changes to any responses in the due diligence questionnaire completed for Pfizer with respect to [myself/the Third Party Entity] or any individuals identified in the due diligence questionnaire or their Family Relatives, as defined therein; and
5. To the extent required by agreement with Pfizer, any persons acting on [my/the Third Party's] behalf, as determined by Pfizer, have completed anti-corruption training provided by Pfizer.

COMPANY NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

STAMP: \_\_\_\_\_