



For all Purchase Orders dated on or after 16 July 2018: The following Terms & Conditions apply to all purchases made by Pfizer or any of its divisions and subsidiaries (including Wyeth). Pfizer Ltd Standard Terms & Conditions (16 July 2018 Thailand)

**Pfizer Thailand Standard Terms and Conditions of Purchase Order -
Suppliers**



General Terms and Conditions for the Sale of Goods and Provision of Services (the “Terms and Conditions”)

The Parties hereby agree as follows:

1. Definitions and Interpretation

1.1 In these Terms and Conditions the following expressions shall have the following meanings (unless there is something inconsistent with the context).

“**Agreement**” means the Statement of Work (“SOW”) taken together with these Terms and Conditions, including all schedules, annexes and appendices hereto.

“**Effective Date**” means the “Start Date” as described in the SOW.

“**Goods**” means materials, supplies or items sold and purchased under the SOW, including any installed or tested materials, supplies or items of all kinds, and other incidental services.

“**Government Official**” shall be defined in accordance with the laws of the Territory, Pfizer’s standard operating procedures and Pfizer’s corporate policies and procedures, in effect at any time and from time to time during the Term, and shall include any and all updates, changes and amendments.

“**Parties**” means the Supplier and the Recipient, and

“**Party**” means either of them.

“**Services**” means and includes those services more particularly listed and described in the “Service Details” section of the SOW, together with any and all other services that the Parties may agree in writing at any time and from time to time during the Term.

“**Term**” means the period of time during which this Agreement is to operate and remain in force, beginning on the “Start Date” and ending on the “End Date” as described in the SOW.

“**Territory**” means Thailand.

2. Qualifications of the Supplier

2.1 The Supplier represents that it is the owner of the Goods, or has the lawful authority to transfer ownership of the Goods to the Recipient, and that it is fully qualified to perform each of its obligations as outlined in this Agreement.

2.2 The Supplier represents that it has all valid permits, licenses or authorizations that are required or will be required in connection with the performance of its obligations as outlined in this Agreement.

3. Sale and Purchase of Goods

3.1 The Parties agree that the sale of any Goods between them shall be governed by these Terms and Conditions. If any wording in any subsequent agreement relating to the sale of Goods is contrary to, or inconsistent with, the text hereof, the text hereof shall prevail unless it is clearly specified in the “Special Condition” Section of such agreement’s SOW.

3.2 The Supplier shall be responsible for any expenses, taxes and duties, including Value Added Tax (VAT), costs, customs clearance expenses, application fees for clearance certificates from the Customs Department, any other expenses associated with the importation of the Goods into the Territory and/or compliance with these Terms and Conditions. The Supplier shall promptly furnish to the Recipient, without charge, evidence of the payment thereof, if so requested by the Recipient.

3.3 The Supplier undertakes to deliver the Goods according to the quantities, qualities, prices, dates, and times specified in the SOW. The Goods must be delivered in standard packages and under the designated temperatures (if any). The Supplier is solely responsible for the costs of transportation of the Goods to, and the costs of installation of the Goods at, the locations designated by the Recipient, including examination to the satisfaction of the Recipient that the Goods are in good and efficient working condition according to the Recipient’s purposes.

In addition, if the Supplier showed to the Recipient a sample or approximate of goods to be provided prior to the Recipient entering into this Agreement, then the Goods must also conform with, or correspond in type and quality to, the sample.

3.4 If the Recipient requires that the Supplier provide performance security under any SOW, the Supplier shall deliver performance security in an amount equivalent to fifty percent (50%) of the total price thereunder to the Recipient to secure its performance under such SOW. Such performance security may be in any of the following forms:

3.4.1 cash;

3.4.2 cashier’s check, made payable to the Recipient and dated the date of executing the SOW or no more than 3 (three) business days before such date;

3.4.3 guarantee issued by a domestic bank, in the form of guarantee prescribed by the Recipient; or

3.4.4 Thai government bond.

The Recipient shall return the performance security given under this clause 3.4 to the Supplier without interest when the Supplier is discharged from its obligations under the relevant SOW.

3.5 **Quantities of the Goods.** The Supplier shall secure sufficient quantities of the Goods as agreed upon in the SOW. If the Supplier is unable to deliver the Goods under any SOW, the Recipient may immediately terminate such SOW or cancel all other existing Statements of Work between the Recipient and the Supplier as stipulated in clause 7.3 of these Terms and Conditions below.

3.6 The Supplier represents and warrants that all the Goods are of designs, specifications, features, sizes, properties, and qualities as set out in the relevant SOW,



General Terms and Conditions for the Sale of Goods and Provision of Services (the “Terms and Conditions”)

and are brand new, unused, not old stock, genuine, and in good, safe and efficient working condition, according to the Recipient’s purposes.

- 3.7 If the Goods purchased must be examined or tested, the Supplier warrants that, after such examination or test, their properties and qualities must not become inferior to those prescribed in the relevant SOW. The Recipient is not responsible for any damage arising from such examination or test.
- 3.8 If the result of an examination indicates that the Goods delivered by the Supplier are not in accordance with the relevant SOWs, the Recipient reserves the right to not accept them. In such case, the Supplier shall take back the Goods as soon as possible, and deliver new Goods, or rectify the Goods, to conform to such SOWs, at its own expense. The Supplier may not claim the time wasted thereby as grounds to request an extension of the performance period under the SOW or a waiver or reduction of penalty. The Recipient may also immediately terminate the relevant SOW or cancel all other existing SOWs between the Recipient and the Supplier, as stipulated in clause 7.3.
- 3.9 If the Recipient agrees to accept delivery of any substitute Goods, the Supplier is obliged to warrant that they are of qualities or properties equivalent or superior to those of the Goods agreed upon under the relevant SOWs. The Supplier is responsible for examining those substitute Goods until the Recipient is satisfied that they are in good and efficient working condition, according to the Recipient’s purposes.
- 3.10 The Supplier represents and warrants that the Goods are and will be free from defects, including the Goods’ spare parts and accessories (if any), which are the result of normal use, for a period of one (1) year after the time the Recipient issues evidence of acceptance thereof to the Supplier, or the time the Supplier replaces any defective Goods and the Recipient issues evidence of acceptance thereof to the Supplier (as the case may be). The Supplier shall complete its rectification and/or replacement within seven (7) days after the date of receiving notice thereof from the Recipient, without charging any expense, to ensure that the Goods shall at all times be available for use by the Recipient.
- 3.11 The Supplier agrees that if there is any problem or question concerning the Goods, the Recipient may directly contact the Supplier’s specialist who shall provide an immediate response within 24 (twenty-four) hours after the receipt of the Recipient’s notification, be it about a request for cooperation or information, an inquiry, or a resolution of any problem arising from a SOW. The Supplier represents that repair of the Goods shall continue until the Goods are in good and efficient working condition, according to the Recipient’s purposes. If the Supplier fails to do so, the Recipient is entitled to hire a third person to carry out such repair at the sole expense of the Supplier.

Every time a repair of Goods is completed, the Supplier shall submit a repair report (if any) to the Recipient.

4. Provision of Services

- 4.1 During the Term, the Supplier agrees to provide the Services to the Recipient and the Recipient agrees to obtain and accept the Services from the Supplier.
- 4.2 The Supplier warrants to the Recipient that the Services shall be performed in a competent, professional and timely manner with reasonable skill and care, in compliance with applicable laws, regulations and industry practices in the Territory and in accordance with the Recipient’s reasonable requests. The Supplier shall also ensure that its employees, officers, representatives, agents, subcontractors and/or any and all other persons who perform the Services for the Recipient on behalf of the Supplier have the required technical skills, professional qualification and experience to perform the Services.

In addition, if the Supplier showed the Recipient a demonstration or a result achieved by the provision of services similar to the Services prior to the Recipient accepting the SOW, then the Services must also conform with, or correspond in type and quality to, the demonstration or result shown.

- 4.3 The Services will be performed on the dates and times, and in the manner, specified in the SOW.
- 4.4 If any of the Services are not performed on the date and time, and in the manner, agreed with the Recipient, or if it becomes clear that the Services cannot be performed on such agreed date and time, or in the agreed manner, then the Recipient may immediately terminate this Agreement upon written notice to the Supplier. Such termination shall not prejudice any rights, claims and/or entitlement which the Recipient may have in relation to the non-performance of the Supplier.
- 4.5 The Recipient is entitled to direct the Supplier to replace its employees, officers, representatives, agents, subcontractors and/or any and all other persons who perform the Services for the Recipient on behalf of the Supplier if the Recipient considers that the performance of the Services by such persons is deficient as determined by the Recipient at its sole discretion.

5. Fees

- 5.1 The fees payable by the Recipient to the Supplier for the provision of the Goods and/or the Services will be determined in accordance with the “Goods Price” and “Service Price” (collectively, the “Prices”) provided in the SOW. Unless otherwise stated in the SOW, the Prices will be inclusive of value added tax (VAT). Subject to clause 5.2, amounts payable by the Recipient under this Agreement will be paid within ninety (90) days of the date an invoice is received by the Recipient from the Supplier.
- 5.2 If the Recipient disputes the whole or part of an invoiced amount (including where the Recipient considers that the Supplier did not comply with this Agreement in supplying the Goods and/or providing the Services), the Recipient may withhold payment of the amount in dispute until the dispute is resolved, provided that the Recipient gives written notice of the matter in dispute within thirty (30) days after receiving the invoice. The



General Terms and Conditions for the Sale of Goods and Provision of Services (the “Terms and Conditions”)

Recipient will not be liable to pay interest on any amount withheld under this clause.

5.3 The Recipient may set off amounts owed by the Supplier to the Recipient against any amounts which may be owed to the Supplier from time to time under this Agreement.

5.4 The Prices will be calculated and payable on a calendar monthly basis throughout the Term or on such other basis as may be agreed in writing by the Parties. The Supplier will render an invoice to the Recipient at or about the end of each month or at such other interval as the Parties may agree in writing. If the provision of the Services commences or ends on a day other than the first or last day of a month (as the case may be) the first and/or last invoice and payment may be prorated.

5.5 The Supplier shall maintain such books, accounts and records as may be necessary to determine the rights of the Supplier to receive payment of the Prices and shall allow the Recipient and its representatives reasonable access during normal business hours to such books, accounts and records.

6. Co-ordination and Co-operation

Each Party shall do all such acts and things as may reasonably be necessary or desirable to facilitate the effective provision of the Services and supply of Goods and/or to achieve or facilitate compliance with all applicable laws, regulations and other requirements.

7. Term and Termination of the Agreement

7.1 This Agreement will become effective on and from the Effective Date even though it may be executed after such date. The provision of the Services and/or Products under this Agreement will commence from the Effective Date or with effect on and from such other date as may be agreed in writing by the Parties.

7.2 Subject to clause 7.3, the Term during which this Agreement will remain in force and effect will continue until the End Date (as described in the SOW), unless earlier terminated by the Recipient giving to the Supplier not less than thirty (30) days prior written notice of intention to terminate (or such lesser period as the Parties may agree in writing at that time).

7.3 If the Supplier fails to comply with any SOW and/or any terms and conditions contained herein, the Recipient may take any action, or the combined actions, as follows:

7.3.1 to impose a daily penalty at the rate of 2% (two percent) of the total price of the Goods and/or service fee under the relevant SOW, from the date of such failure until the Supplier fully conforms to the SOW, or the date the Recipient terminates the relevant SOW (if the Recipient exercises the right of termination), without prejudice to the Recipient's right to claim any other compensation as a result of such termination.

In the event that the Goods are agreed to be sold and purchased in a set, if the Supplier makes a partial delivery, or fails to deliver any component

part, thus making it impossible for such Goods to be fully operational, it shall be deemed that such Goods have not been delivered in their entirety, and a penalty shall be imposed on the entire set thereof.

If the Recipient has not yet terminated the SOW and finds that the Supplier will not be able to continue to honor the SOW, the Recipient may terminate such SOW and confiscate the performance security or make a claim against the bank that issued the letter of guarantee (if any), as well as a claim for the additional price/expenses as prescribed in clause 7.3.3; and/or

7.3.2 to immediately terminate the relevant SOW or cancel all other existing SOWs between the Recipient and the Supplier, including these Terms and Conditions; and/or

7.3.3 to procure all or any part of the undelivered Goods under the relevant SOW from another seller/supplier, whereby the Supplier shall compensate the Recipient for the additional price/expenses in excess of that stipulated in the SOW that is terminated; and/or

7.3.4 to demand that the Supplier indemnify the Recipient for any other damages and expenses (if any).

This clause 7.3 shall survive the expiration or termination of this Agreement.

7.4 This Agreement may be terminated with immediate effect upon occurrence of any of the following events.

7.4.1 by the non-defaulting Party, if the other Party commits a breach of any of its obligations under this Agreement and fails to rectify such default within ten (10) days after such default shall have been brought to its attention by a written notice from the non-defaulting Party specifying the nature of the default and requesting rectification;

7.4.2 the Parties mutually agree in writing to terminate this Agreement; and/or

7.4.3 by the Recipient, if the Supplier becomes insolvent, enters into a reorganization proceeding, becomes bankrupt, or dissolves its business for any reason.

8. Relationship of the Parties

The Parties hereby agree that this Agreement shall not constitute a relationship of principal and agent, partnership, joint venture or employer and employee between them. The relationship between the Parties will be that of independent contractors.

9. Data Protection

If performance of this Agreement requires the Supplier to process any personal or other confidential data on the



General Terms and Conditions for the Sale of Goods and Provision of Services (the “Terms and Conditions”)

Recipient's behalf, the Recipient shall only be required to provide such data to the Supplier in accordance with any and all applicable laws (including, without limitation, the laws of the Territory) and the Supplier shall process such data only in accordance with the Recipient's instructions and in compliance with any and all applicable laws (including, without limitation, the laws of the Territory) and shall take all reasonable and appropriate technical and organisational measures to prevent unauthorised or unlawful processing or accidental loss or destruction of, or damage to, such data.

10. Confidentiality

10.1 The Supplier agrees to keep confidential any confidential information of the Recipient which the Supplier has accessed as a result of the performance under this Agreement, as well as the execution of these Terms and Conditions and/or any SOW, including any other information acquired from and/or given by the Recipient during the performance under this Agreement, whether directly, indirectly or by any means, and whether such information has been provided verbally, in writing or in any other format. The Supplier shall not disclose such information to any third party without the prior written consent of the Recipient, and shall ensure that its employees, officers, representatives, agents, subcontractors and/or any and all other persons who perform the Services for the Recipient on behalf of the Supplier strictly observe this confidentiality clause.

10.2 If the Supplier or its employees, officers, representatives, agents, subcontractors and/or any and all other persons who perform the Services for the Recipient on behalf of the Supplier, fail to comply with clause 10.1, the Supplier shall promptly bring to an end the disclosure of such confidential information and/or any damage that will or may occur due to the disclosure. The Supplier is also liable for all damages that will or may occur to the Recipient as a result of such disclosure of confidential information.

10.3 This clause 10 shall survive the expiration or termination of this Agreement.

11. Intellectual Property

11.1 “Intellectual Property” means all intellectual property (registered or unregistered) including all inventions, discoveries, patents, design rights, trademarks, copyright, trade secrets or confidential know-how, and “Work Product” means all data, information, documents, materials, source code and Intellectual Property, produced in the performance under this Agreement by the Supplier or its employees, officers, representatives, agents, subcontractors and/or any and all other persons who perform the Services for the Recipient on behalf of the Supplier, that is either produced for the Recipient or is based on information or materials received from the Recipient.

11.2 All Work Product will belong to the Recipient.

11.3 To the extent that any pre-existing materials of the Supplier are contained in the Work Product, the Supplier grants to the Recipient an irrevocable, worldwide, royalty-

free license to such pre-existing materials. In this regard, the Supplier represents and warrants that it has all necessary rights to grant to the Recipient the rights to the pre-existing materials, without violating or infringing upon any third party's intellectual property or proprietary rights. The Supplier will obtain all necessary employee or third-party agreements to ensure it has such rights, including, without limitation, any moral rights.

12. Supplier's Anti-Bribery and Anti-Corruption Representations and Warranties

12.1 The Supplier represents, warrants and undertakes that:

- a) The Supplier is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to its obligations to provide the Goods and Services under this Agreement, and no regulations or other obligation prohibit it from providing such Goods and 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 the Recipient 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, a copy of which is attached hereto as Schedule A, and has communicated such Principles to all persons acting on its behalf in connection with work for the Recipient, including agents or subcontractors;
- d) Any information provided by the Supplier to the Recipient in connection with Pfizer's anti-corruption due diligence is complete, truthful and accurate and the Supplier agrees to inform the Recipient 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 the Recipient for any extraordinary expenditure;
- f) The Supplier will permit, during the term of the Agreement and for three years after final payment has been made under the Agreement, the Recipient's internal and external auditors access to any relevant books, documents, papers, and records of the Supplier involving transactions related to the Agreement;
- g) The Supplier will complete and submit to the Recipient, the Third Party Annual Compliance Certification, as provided under Schedule B, at an annual interval, upon request by Pfizer;



General Terms and Conditions for the Sale of Goods and Provision of Services (the “Terms and Conditions”)

- h) The Supplier agrees that upon request of the Recipient, any persons acting on behalf of the Supplier in connection with work for the Recipient, will complete anti-corruption training provided by the Recipient, and will notify the Recipient 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 the Recipient, to complete training on anti-corruption and/or MAPP provided by the Recipient.

12.2 The Recipient may terminate this Agreement if the Supplier breaches any of the above representations and warranties. In the event of termination pursuant to this clause 12, 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 the Recipient 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.

13. Use of Brand Name

13.1 In view of the proprietary value and significance of the Recipient's trademarks, the Supplier will in all materials (including all design, display and/or other merchandising materials):

- 13.1.1 ensure that such trademarks and any legends in connection with it are only prepared in conformity with the Recipient's instructions;
- 13.1.2 promptly submit to the Recipient samples thereof; and
- 13.1.3 comply with the Recipient's decision regarding the approval of correct trademark usage in each instance, which will be final at the Recipient's absolute discretion and will.

13.2 The Supplier may not use the Recipient's name in any format for any promotional, publicity, marketing or advertising purpose without first obtaining the Recipient's written and fully informed consent.

13.3 The Supplier must ensure that each subcontractor or agent appointed by it in connection with the Services complies with the Supplier's obligations under this clause as if the subcontractor or agent were the Supplier.

14. General Terms

14.1 This Agreement shall be binding upon the successors, assignees, heirs, executors or administrators of the respective parties.

14.2 Any notices or communications under this Agreement shall be in writing and signed by an authorized person of the Party serving the same, and sent by hand delivery or registered mail to the intended recipient at the address

specified herein or any other address notified in writing by the other Party.

14.3 Any failure on the part of the Recipient to exercise any of its rights or to enforce the Supplier to perform in accordance with any clause of this Agreement shall not be construed as a waiver of such rights. Any consent or indulgence granted by the Recipient shall be deemed to be given for the particular instance or circumstance only.

14.4 These Terms and Conditions and/or the SOW may not be amended, except by agreement in writing between both Parties, which shall be deemed an integral part of these Terms and Conditions and/or such SOW (as the case may be).

14.5 Headings herein shall not affect the interpretation of this Agreement, and are inserted for clarity and convenience of understanding only.

14.6 In performing its obligations under this Agreement, the Supplier shall observe the procedures which are in accordance with the rules, regulations, requirements or orders prescribed by the Recipient and the Recipient's policies, including the Joint Commission International Accreditation Standards (JCI), the provisions of laws, and the requirements and regulations of authorities which are now in effect or may be amended in the future.

14.7 The Supplier shall not assign all or any part of its rights and/or obligations under this Agreement to any other person, except with the prior written consent of the Recipient, provided that the Supplier shall remain directly liable to the Recipient as prescribed in this Agreement in all respects. The Recipient may assign or transfer its rights and obligations under this Agreement, without the Supplier's consent, to an affiliate, or any person or entity into which the Recipient has merged, or which has otherwise acquired or succeeded.

14.8 The application and interpretation of this Agreement shall be governed by the laws of Thailand. If any part of this Agreement is contradictory to, or in conflict with, any present or future law, and therefore becomes invalid, unenforceable, void or voidable for any reason, only that part deemed as such shall become invalid, unenforceable, void or voidable, as the case may be, without affecting and impairing the validity and enforceability of the remaining parts.

14.9 The Courts of Thailand shall have exclusive jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with this Agreement.

This Agreement is made in 2 (two) identical copies. Both Parties have read and thoroughly understand the content hereof. In witness whereof, the Parties have hereunto signed and affixed their seals (if any) in the presence of witnesses on the date specified above.



SCHEDULE A

PFIZER'S INTERNATIONAL ANTI-BRIBERY AND ANTI-CORRUPTION 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:

- (i) 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.
- (ii) 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

- (iii) 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:

- (i) 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.
- (ii) 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.
- (iii) 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.



General Terms and Conditions for the Sale of Goods and Provision of Services (the “Terms and Conditions”)

SCHEDULE B

ANNUAL COMPLIANCE CERTIFICATE

We, the Supplier hereby certify:

1. The Supplier has been provided with a copy of Pfizer’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 Pfizer, including agents or subcontractors;
2. Neither the Supplier nor, any agent or subcontractor acting on the Supplier’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 the Supplier nor, any agent or subcontractor acting on the Supplier’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. The Supplier has informed Pfizer of any changes to any responses in the due diligence questionnaire completed for Pfizer with respect to the Supplier 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 the Supplier’s behalf, as determined by Pfizer, have completed anti-corruption training provided by Pfizer.

PROVIDER COMPANY NAME: _____

NAME:
TITLE:
DATE: