
General Terms and Conditions for the Sale of Goods and Provision of Services

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This General Terms and Conditions for the Sale of Goods and Provisions of Services apply to sellers or service providers (collectively, so called “Supplier”) engaging with Pfizer (Thailand) Limited, Upjohn (Thailand) Limited and/or Pfizer Inc.’s affiliates which are incorporated in the Kingdom of Thailand.

PFIZER (THAILAND) LIMITED, UPJOHN (THAILAND) LIMITED AND/OR PFIZER INC.’AFFILIATES WHICH ARE INCORPORATED IN THE KINGDOM OF THAILAND (“Pfizer” or the “Recipient”) wishes to engage the Supplier (named in the Purchase Order (“PO”)) to sell certain goods and/or provide certain services as described in such relevant PO. The PO is subject to this Pfizer’s General Terms and Conditions for the Sale of Goods and Provision of Services. By accepting the PO, the Supplier accepts the PO and acknowledges that it has received, and agrees to, the terms and conditions of stipulated under this following Pfizer’s General Terms and Conditions for the Sale of Goods and Provision of Services.

In the event of a conflict or inconsistency between any of the provisions of this Pfizer’s General Standard Terms and Conditions and any of the provisions of a written agreement between Pfizer and Supplier (“**Master Agreement**”) covering the subject matter of this PO, the provisions of the Master Agreement shall govern and supersede any such conflicting or inconsistent provisions of this PO. In the absence of a Master Agreement, this Purchase Order constitutes the entire agreement of the parties with regard to the subject matter, and supersedes all previous written or oral representations, agreements and understandings between Pfizer and Supplier and any different or additional terms and conditions.

Supplier’s acceptance of this Agreement may be in writing, email, fax, EDI or other manifestation of acceptance such as, but not limited to, Supplier’s initiation of performance, or through Supplier’s provision of any Products or Services covered by this PO, or through Supplier’s acceptance of any payment made pursuant to this PO, whichever occurs first. Except to the extent expressly accepted in writing by Pfizer, Pfizer hereby affirmatively rejects any different or additional terms and conditions proposed by Supplier or contained in any acknowledgement, invoice or other form of Supplier, notwithstanding Pfizer’s acceptance or payment for any Products or Services or any similar act of Pfizer.

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 PO taken together with these Terms and Conditions, including all schedules, annexes and appendices hereto.

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

“**Goods**” means materials, supplies or items sold and purchased under the PO, 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 PO, 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 PO.

“**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 PO is contrary to, or inconsistent with, the text hereof, the text hereof shall prevail unless it is clearly specified by Recipient in the PO.
- 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 PO. 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 PO, 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 PO. 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 PO 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 PO.

- 3.5 **Quantities of the Goods.** The Supplier shall secure sufficient quantities of the Goods as agreed upon in the PO. If the Supplier is unable to deliver the Goods under any PO, the Recipient may immediately terminate such PO or cancel all other existing POs 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 PO, 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 PO. 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 POs, 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 POs, 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 PO or a waiver or reduction of penalty. The Recipient may also immediately terminate the relevant PO or cancel all other existing POs 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 POs. 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 PO. 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 PO, 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 PO.

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 "Price of Goods" and/or "Service Fee" (collectively, the "**Prices**") provided in the PO.

The Price of Goods shall, as applicable, cover the net weight of the Products, and no extra charge of any kind, including charges for boxing, packaging or crating, shall be allowed unless specifically agreed to in advance in writing by Pfizer. The Service Fee shall cover all activities required to perform the services as contemplated in the PO.

5.2 Unless otherwise stated in the PO, Supplier shall invoice Recipient for the Products or Services provided under the PO only after the Products or the Services are received by Recipient and the Prices will be inclusive of value added tax (VAT). Subject to clause 5.3, 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.

- 5.3** 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 Recipient will not be liable to pay interest on any amount withheld under this clause.
- 5.4** 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.
- 5.5** 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.

Unless otherwise agree, if the provision of the Services which agree on monthly basis 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.

- 5.6** 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 sale of the 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, and will continue until the End Date (as described in the PO), 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 the Agreement, 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 PO, from the date of such failure until the Supplier fully conforms to the PO, or the date the Recipient terminates the relevant PO (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 PO and finds that the Supplier will not be able to continue to honor the PO, the Recipient may terminate such PO 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 PO or cancel all other existing POs 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 or services under the relevant PO from another seller/ supplier/ service provider, whereby the Supplier shall compensate the Recipient for the additional price/expenses in excess of that stipulated in the PO 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 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 PO, 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 or sale of goods for/to the Recipient on behalf of the Supplier, fail to comply with clause 10.1, the Supplier shall promptly bring to an end of 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 used for the performance of this Agreement and/or contained in the Work Product, Supplier represents and warrants that it is the exclusive owner of its Intellectual Properties. Supplier shall be solely responsible to protect its own proprietary rights in the Intellectual Properties

and, in particular, to defend the proprietary right against any challenges to bring proceedings for violation of proprietary rights.

11.4 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;
- 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. Global Trade Control

14.1 Global Trade Control Laws. The parties acknowledge that Products and Services covered by this Agreement and any agreement may be subject to applicable economic sanctions, import, and export control laws, regulations and orders (herein "Global Trade Control Laws"), and Supplier agrees to perform all Services under this Agreement or any Agreement in full compliance with all applicable Global Trade Control Laws.

14.2 Supplier agrees that it will not, without written consent from Recipient, knowingly transfer any Products, goods, software, technology or services to Pfizer that are (i) controlled at a level other than EAR99 under the U.S. Export Administration Regulations; (ii) controlled under the U.S. International Traffic in Arms Regulations; (iii) specifically identified as a European Union Dual Use Item; or (iv) on an applicable export control list of a non-U.S. country. Supplier shall provide Recipient with the applicable export control classification (e.g., Export Control Classification Number) and Harmonized Tariff Schedule code for all Products, goods, software or technology it transfers to Recipient.

14.3 The Supplier agrees that no Products or Services under this Purchase Order or any Agreement will (i) be from or in a Restricted Market (as defined below); (ii) involve individuals ordinarily resident in a Restricted Market; or (iii) include companies, organizations or governmental authorities from or located in a Restricted Market. For purposes of this Purchase Order and any Agreement, "Restricted Market" means, as applicable under Global Trade Control Laws, the Crimean Peninsula, Cuba, the Donbass Region, Iran, North Korea, Sudan 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.

14.4 Restricted Party. Supplier represents, warrants, and covenants that Supplier is not designated as a Restricted Party (as defined below), and that none of its owners, directors, or officers are Restricted Parties or are owned or controlled by Restricted Parties. Supplier has not and will not use, in any capacity in connection with the delivery of the Products or the Services performed under this Purchase Order, any person or entity who or that has been designated as a Restricted Party or is owned or controlled by a Restricted Party. Supplier will immediately notify Pfizer in the event that any of the representations, warranties or covenants in this Section 7(c) change during the term of this Purchase Order. Notwithstanding any cure periods set forth herein, Supplier acknowledges that designation as a Restricted Party shall be grounds for immediate termination of this Purchase Order by Pfizer for cause with no cure period. "Restricted Party" means any individual or entity placed on lists 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, including those established under the FDC Act or the U.S. Foreign Assets Control Regulations.

14.5 Recipient may terminate this Agreement effective immediately upon notice to Supplier if Supplier breaches any of the representations, warranties, covenants, or agreements set forth in Section, or for any other violation of Global Trade Control Laws. If this Agreement is so terminated, the Recipient shall not be responsible for any payments due to Supplier or another party, even if activities have already occurred. Further, Supplier shall be responsible for reimbursing Recipient for any payments due to Recipient under this Agreement or any agreement that are blocked due to violation of Global Trade Control Laws.

15. Limitation of Liabilities

15.1 Notwithstanding the form (e.g., contract, tort or otherwise) in which any legal or equitable action may be brought, under no circumstances shall Pfizer or its affiliates be liable for consequential, indirect, special, punitive, or incidental damages or lost profits, whether foreseeable or unforeseeable, based on claims of Supplier or any other party arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, failure of any remedy to achieve its essential purpose, or otherwise.

15.2 Notwithstanding the form (e.g., contract, tort or otherwise) in which any legal or equitable action may be brought, in no event shall Pfizer or its affiliates be liable for any damages or losses that exceed, in the aggregate, the amount of fees paid and payable by Pfizer for the Products or Services that gave rise to such damages or losses for each respective breach or series of related breaches.

16. General Terms

16.1 Indemnification: Supplier agrees to defend, indemnify, and hold harmless Recipient, its affiliates (and their respective directors, officers, employees, agents, successors and assigns) from and against any and all claims, liabilities of every kind arising out of or related to the acts or omissions of Supplier or Supplier personnel in

connection with the Agreement and/or failure to comply with the terms and conditions of this Agreement and/or the negligence or willful misconduct of Supplier or its personnel.

16.2 Notice: 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.

16.3 Waiver: 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.

16.4 Amendment: These Terms and Conditions and/or the PO 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 PO (as the case may be).

16.5 Local Law and Regulation Compliance: 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.

16.6 Assignment: 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 3rd entity into which the Recipient may designate.

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

16.7 Divestiture: Notwithstanding anything to the contrary contained in this Agreement, to the extent related to or arising in connection with a divestiture (whether by sale, spin-off, or similar transaction) by Recipient of all or any portion of a Recipient business or business units ("a Divestiture"), Recipient may, without prior written notice to or consent of Supplier, without any penalty, and at no additional cost to Recipient or to any affiliate of Recipient or to the company or the group of companies resulting from such Divestiture (collectively, such companies, the "Resulting Companies"): (1) assign its rights and obligations under this Agreement, in whole or in part to one or more of the Resulting Companies, or (2) split and assign, in whole or in part, its rights and obligations under this Agreement to one or more of the Resulting Companies so as to retain the benefits of this Agreement for both Recipient and the applicable Resulting Compan(y)/(ies) following such Divestiture.

From and after any partial assignment or split (i) the rights and obligations of Recipient hereunder shall be divided between Recipient and the Resulting Compan(y)/(ies) to whom such rights and obligations are transferred as specified by Recipient, such that all such rights and obligations related to the business of the applicable Resulting Compan(y)/(ies) shall be enforceable only by and against the applicable Resulting Compan(y)/(ies), and all other such rights and obligations shall be enforceable only by and against Recipient and (ii) to the extent this Agreement contains any volume-based pricing or discounts in favor of Recipient or minimum purchase thresholds, any purchases by Recipient and the applicable Resulting Compan(y)/(ies) hereunder shall be aggregated for purposes of determining the applicable pricing and discounts and whether any minimum threshold has been met. Supplier will work cooperatively with Recipient and the applicable Resulting Compan(y)/(ies) to ensure a smooth and orderly transition, including, to the extent requested by Recipient, entering into separate agreements with Recipient and the applicable Resulting Compan(y)/(ies) on substantially the same terms and conditions (as adjusted to take into account the nature of the separate contracts while maintaining the economic, business and other purposes of the Purchase Order).

No term, condition or provision of this Agreement, whether express or implied, shall be construed to limit Recipient's use of the services for the benefit of Resulting Compan(y)/(ies) for up to two (2) years after a Divestiture, and Supplier shall not charge Recipient any additional fee of any kind whatsoever for such usage.

16.8 Severability: 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.

16.9 Governing Law and Venue: The application and interpretation of this Agreement shall be governed by the laws of Thailand. 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.

**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 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.
- (iii) 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.