

TERMS OF COOPERATION FOR ALL SUPPLIES OF GOODS OR SERVICES OF PFIZER HELLAS S.A.
("Pfizer")

By accepting the relevant Pfizer's Purchase Order for Goods or Services, the Supplier of such Goods or Services ("Supplier") accepts that the following terms apply to the sale of goods or provision of services, unless differently agreed between the Parties in a separate agreement:

1. Invoicing - Payment

The invoices, giving sufficient detail, shall be sent by Supplier to Pfizer and shall be paid by Pfizer within 60 (sixty) days- unless differently agreed in a separate agreement- after the issue and delivery of the agreed invoices by any payment method permitted by law. Supplier must quote Pfizer's respective purchase order number in any invoice or other similar document issued. If Pfizer's purchase order number is not included in the Supplier's invoice or other similar document, it will be returned to Supplier unpaid for correction and resubmission to Pfizer. Pfizer will not be liable towards Supplier for any delay in payment due to errors or missing information on Supplier's invoices or other similar documents.

2. Indemnity

Supplier undertakes to indemnify and hold Pfizer harmless for and against any cost, charge, damage, claim, obligation or liability, including any loss of profit (e.g. damages relating to the loss of clients, profits, business opportunities, corporate or commercial reputation in the market) that may arise from the sale of goods or provision of the services that is contrary to the applicable law, these Terms, which may contravene the express instructions of Pfizer, or which arises as a result of any act or omission or default of Supplier (including negligent acts and wilful misconduct) of its employees, subcontractors and of third parties used by Supplier for sale of goods or provision of the services.

3. Conflict of Interest

Supplier declares that it has no conflict of interest in selling the goods or providing the services and it shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the above and, in case that any such situation ever occurs, will inform Pfizer in writing immediately and cease performing at Pfizer's discretion. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.

4. Compliance with Anti-Bribery & Anti-Corruption Legislation

1. Supplier represents and warrants that:
 - a. Supplier is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to provide the goods or services in this agreement, and no regulations or other obligations prohibit it from providing such goods or services;
 - b. Supplier has not and will not in the future directly or indirectly offer or pay, or authorize the offer or payment, of any money or anything of value in an effort to influence any Government Official or any other person in order for 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. 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. Supplier will proceed with this notification also to persons that in the future may act on its behalf regarding Pfizer's work, including the agents or subcontractors, before he assigns to them such actions;
 - d. Any information provided by Supplier to Pfizer in connection with Pfizer's anti-corruption due diligence is complete, truthful and accurate and Supplier agrees to inform Pfizer if any responses in the due diligence questionnaire with respect to 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. 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. Supplier will permit, for a time beginning at the acceptance of the Purchase Order and ending three years after final payment has been made from Pfizer, Pfizer's internal and external auditors access to any relevant books, documents, papers, and records of Supplier involving transactions related to the sale of goods or provision of the services..
 - g. Supplier will complete and submit to Pfizer, the *Third Party Annual Compliance Certification* at an annual interval, upon request by Pfizer.
 - h. Supplier agrees that upon request of Pfizer, any persons acting on behalf of 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. Supplier agrees to follow Pfizer's *My Anti-Corruption Policy and Procedures (MAPP)*, including requiring relevant employees of Supplier, as determined by Pfizer, to complete training on anti-corruption and/or MAPP provided by Pfizer.
2. Pfizer may terminate the contract if Supplier breaches any of the above Representations and Warranties. In the event of termination, Supplier shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and Supplier shall be liable for damages or remedies as provided by law. Further, Supplier will indemnify and hold Pfizer harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of Supplier's failure to comply with its obligations under these Terms.

5. Independent contractors

The relationship between Pfizer and Supplier corresponds to a relationship between independent contractors. The Parties represent that this relationship does not create any kind of employment, shareholding, commercial agency, distribution, supply or franchise relationship, whether legal or *de facto*, between the Parties, and neither of the Parties may act or appear before third parties as if such relationship exists.

6. Applicable Law and Competent Jurisdiction

Every effort will be made so that any dispute, controversy or claim arising between the Parties under or in connection with the sale of goods or provision of the services and the present Terms will be resolved in an amicable manner and in the event that, despite good faith efforts of the Parties, a dispute remains unresolved, such dispute may be referred to the mediation. The parties agree that disputes arising out of or relating to the sale of goods or provision of the services and the present Terms are subject to mediation in accordance with the Mediation Regulation of the European Organization for Mediation and Arbitration (EODID). The Parties designate the language of the Mediation as the English language. This Mediation Agreement will continue to be in force irrespective of the validity of this Agreement and until all these disputes have been finally settled.

This sale of goods or provision of the services and any dispute or claim arising out of or in connection with it or its subject matter or its establishment (including non-contractual disputes or claims) will be governed by and construed under the laws of the Greek Republic. Subject to the abovementioned provisions of this article the Parties irrevocably agree that the courts of Athens shall have exclusive jurisdiction to settle any dispute or claim that may, directly or indirectly, including tort, arise in connection with this sale of goods or provision of the services and the present Terms, including any question relating to the existence, validity, efficiency, construction, enforceability or termination of their agreement.