



PURCHASE ORDER - GENERAL TERMS & CONDITIONS

Pfizer pharmaceuticals Israel LTD and or Pfizer PFE pharmaceuticals Israel LTD (collectively, "Pfizer") hereby retain the vendor ("Vendor") set forth in the Purchase Order into which These General Terms and Conditions are incorporated by reference (the "Purchase Order"). These General Terms and Conditions shall apply to Purchase Orders addressed to Vendors engaging with Pfizer, that may not be parties to contracts currently conducted with Pfizer.

For the avoidance of doubt, Purchase Orders are valid in writing only, and made in electronic form through the "ARIBA Buyer" system . Verbal orders (including follow-up orders) are not binding until confirmed in writing by both parties.

If Pfizer and Vendor have entered into a separate agreement in writing regarding the purchase of certain products or services covered by a Purchase Order ("Agreement"), the terms of such Agreement shall govern, and these General Terms and Conditions shall be considered complimentary only. In the event of a conflict between the terms of such Agreement and the terms of these General Terms and Conditions, the terms of such Agreement shall prevail. In the absence of an 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 Vendor and any different or additional terms and conditions.

Vendor's acceptance of this Purchase Order may be in writing, email, fax, EDI or other manifestation of acceptance such as, but not limited to, Vendor's initiation of performance, or through Vendor's provision of any products or services covered by this Purchase Order, or through Vendor's acceptance of any payment made pursuant to this Purchase Order, 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 Vendor or contained in any acknowledgement, invoice or other form of Vendor, notwithstanding Pfizer's acceptance or payment for any products or services or any similar act of Pfizer.

1. PRICES; PAYMENTS; TAXES

- 1.1. Prices. Purchase Order prices are binding and will apply including carriage to delivery address, packaging and excluding VAT unless otherwise stipulated in a separate deviating agreement. Additional costs in association with the order and/or delivery will be borne by the Vendor unless otherwise agreed in writing.
- 1.2. Payments. Unless otherwise expressly agreed between the parties, Pfizer shall pay the invoice(s) by bank transfer to an account notified by the Vendor, within EOM +45 days of the invoice issue date, unless stated otherwise in the Purchase Order. Pfizer may set off any amount owing from Vendor to Pfizer against any amount payable by Pfizer. Further, Pfizer

may withhold payment of any invoiced amounts that it disputes in good faith and the parties shall work in good faith to resolve any such billing disputes.

1.3. **Taxes.** The prices included in the first page of this Purchase Order include any and all taxes and fees in force, and the Vendor shall indemnify and reimburse Pfizer of any expense Pfizer may endure due to the lack of payment by the Vendor of such taxes or fees.

2. **PACKAGING AND SHIPPING.** The Vendor is hereby obliged to fulfill all legal duties applicable to packaging and shipping of the goods object of this Purchase Order. The Vendor shall be responsible for all shipping, packaging and transportation, unless otherwise stated in this Purchase Order.

3. **INSPECTION.** The services and/or products supplied in accordance to the Purchase Order are subject to the verification of Pfizer, which can reject them, if non-compliant to the representation and warranties included in this Purchase Order or if the articles/services are non-compliant with the specifications of Pfizer or, in the absence of any specifications, they are not in accordance to the commercially accepted specifications. The expenses incurred by Pfizer in result of rejections made within the scope of this Purchase Order shall be the Vendor's responsibility, and Pfizer, has the right to return the refused articles at the expense of the Vendor.

4. **ACCEPTANCE.** This Purchase Order is a proposed purchase. The beginning of the works, the shipment of goods and/or the rendering of services by the Vendor presuppose the express acceptance of the terms and conditions presented in this Purchase Order by the Vendor. The acceptance of this Purchase Order is expressly limited to the terms herein contained and the applicable law. The terms declared by the Vendor at the moment of acceptance of this Purchase Order which are non-compliant or exceed the terms contained there under, do not bind Pfizer, unless if accepted in writing.

5. **WARRANTIES.** The Vendor hereby represents and warrants that:

5.1. The Vendor is licensed, registered, and/or qualified under local and any other applicable law, regulations, policies, and administrative requirements to do business with Pfizer and, to the extent required by applicable law, has obtained licenses, consents, authorizations or completed such registrations or made such notifications as may be necessary or required by applicable law to provide the goods or services, and providing such goods or services is not inconsistent with any other obligation of the Vendor;

5.2. All information provided by it during the Pfizer's pre-contractual due diligence, including all information provided in the Third Party Entity FCPA Due Diligence Questionnaire (if completed), is complete, truthful and accurate.

5.3. The services and/or products provided in accordance to this Purchase Order shall be free from defects in material and workmanship, shall be of merchantable quality, and in accordance to the specifications of Pfizer, and are fit to the purposes and intended uses by Pfizer;

5.4. The services and/or products provided in accordance to this Purchase Order are in compliance with all applicable laws and regulations including (but not limited to), the requirements of the U.S Foreign Corrupt Practices Act of 1977 ('FCPA');

5.5. The use or sale of the rendered services and/or products in accordance to this Purchase Order do not and shall not infringe any Intellectual Property Rights (as defined below) or any other proprietary right,;

- 5.6. The services and/or products included in this Purchase Order shall be rendered / delivered in a correct and efficient manner in accordance to the specifications of Pfizer;
- 5.7. The Vendor has not and will not directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value to improperly or corruptly seek to influence any government official (including any HCP) or any other person in order to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment;
- 5.8. Vendor undertakes that it will at all times comply with the Pfizer Anti-Bribery and Anti-Corruption Principles attached as Annex 1 hereto, as may be amended from time to time.

6. **INTELLECTUAL PROPERTY.** For all work products and deliverables created under this Purchase Order through the performance of the services, Vendor and Vendor personnel hereby assign and transfer to Pfizer all rights to possession of, and all right, title, and interest, including all patent, copyright, trademark, trade secret and other proprietary and intellectual property rights (“Intellectual Property Rights”) in and to such work products and deliverables created under this Purchase Order, in whatever form or medium captured, and in and to all physical and electronic materials, papers, and documents (including drawings), hereinafter referred to as “Works,” and copies, abstracts, and summaries thereof, which are developed or conceived or which may come into their possession in any manner by reason of the provision of Services under this Purchase Order. Vendor shall promptly disclose to Pfizer any Works known to Vendor or Vendor personnel, and all such Works shall be deemed to be “works made for hire” exclusively for Pfizer, with Pfizer having sole ownership of such Works and the sole right to obtain and to hold in its own name any Intellectual Property Rights therein and thereto. Vendor hereby agrees to give Pfizer or any person designated by Pfizer at Pfizer’s expense, all reasonable assistance required to perfect the rights hereinabove defined. Notwithstanding the foregoing provisions, Pfizer’s ownership rights do not apply or extend to any of the following (collectively, the “Vendor Property”): (i) any methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience or other materials or property owned or licensed by Vendor before the provision of the services under this Purchase Order; (ii) any improvements or other modifications to any of the foregoing that Vendor creates during the performance of the services under this Purchase Order without the use of any of Pfizer’s Confidential Information or Intellectual Property Rights; or (iii) any of the Intellectual Property Rights in or to any of the items described in the preceding clauses (i) and (ii). All right, title, and interest in and to the Vendor Property is and shall remain in Vendor, and Vendor shall not be restricted in any way with respect to the Vendor Property. However, to the contrary, to the extent that any Vendor Property is incorporated into or embodied in any of the Works, or covers or controls any of the Works, or is necessary in order to fully and freely use any of the Works, Vendor hereby grants to Pfizer and its affiliates a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license, with the right to grant sublicenses, to (A) use such Vendor Property solely as part of or in connection with such Works or any derivative work based upon such Works, and (B) to modify such Vendor Property, solely to the extent such modification is necessary in connection with the creation of a derivative work based upon such Works.
7. **CONFIDENTIALITY.** All information or material provided to the Vendor by or in representation of Pfizer relating to this Purchase Order whether furnished to or obtained by Vendor or its representatives before, on or after the date of this Purchase Order, in any form, including, but not

limited to, written, verbal, visual, electronic or in any other media or manner (“Confidential Information”), shall remain property of Pfizer, and it can only be used by the Vendor within the scope of this Purchase Order. The Vendor shall not disclose or use for any other purposes than the ones herein described any Confidential Information or material obtained from Pfizer or through its representative or subsidiaries relating to any projects, drawings, specifications, personnel, research activities, products or commercial operations. The Vendor shall keep the Confidential Information in perfect condition, except for the natural usage, and Pfizer shall determine its destination.

8. **DATA PROTECTION.** The Vendor shall ensure that it, its employees, agents and permitted sub-contractors shall observe the requirements of any applicable Privacy and Data Protection laws and regulations. If the Vendor is required under the Purchase Order to process on Pfizer's behalf any personal data relating to Pfizer's customers or any other third party, the Vendor will only do so in accordance with Pfizer's instructions and shall take all appropriate technical and organizational measures to prevent unauthorized or unlawful processing or accidental loss or destruction of, or damage to, such data.

9. **INDEMNIFICATION**

- 9.1. Vendor hereby agrees to defend, indemnify, and hold harmless Pfizer, its affiliates (and their respective directors, officers, employees, agents, successors and assigns) (each, an “Indemnified Party”) from and against any and all claims, liabilities and losses (collectively, “Losses”) arising out of or relating to any and all claims, demands, actions, proceedings, suits, or causes of action of every kind (regardless of whether or not such Losses are caused in part by a party indemnified hereunder) arising out of or related to: demands, damages, judgments, awards, settlements, expenses, or losses (including costs of litigation and reasonable attorneys’ fees), arising, directly or indirectly, from: (i) the acts and/or omissions of Vendor or in connection with the provision of services or products under this Purchase Order; (ii) a breach by Vendors of the representations, warranties, covenants, and any other provisions set forth in this Purchase Order Terms and Conditions; (iv) any claim charging that Vendor’s provision or Pfizer’s purchase or use of the products or services provided under this Purchase Order constitutes misappropriation or infringement of any Intellectual Property Rights or breach of a confidential relationship or any privacy right; or (v) the negligence or willful misconduct of Vendor or its personnel.
- 9.2. If the products or services, or the use of such products or services, are held to constitute an infringement or misappropriation and their sale or use is enjoined, Vendor shall, at Vendor’s expense and option, either procure for Pfizer the right to (i) continue to use such products or services, or (ii) replace the same with equivalent non-infringing products or services, or modify the same so they become equivalent non-infringing products or services; except that if the foregoing is not commercially practicable or upon request by Pfizer, Vendor shall refund to Pfizer all fees paid by Pfizer under this Purchase Order for such products or services and those products or services that are dependent thereon.
- 9.3. Vendor shall keep the Indemnified Party fully informed concerning the status of any litigation, negotiations or settlements of any claim, demand or action for which the Indemnified Party seeks indemnification hereunder. The Indemnified Party shall be entitled, at its own expense,

to participate in any such litigation, negotiations and settlements with counsel of its own choosing. Vendor shall not have the right to settle any claim without the prior written consent of the Indemnified Party. This Section 9 shall not be construed to limit or exclude any other claims or remedies at law or in equity that an Indemnified Party may assert.

10. **LIMITATION ON LIABILITY.** 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, business, anticipated savings, or data, whether foreseeable or unforeseeable, based on claims of Vendor 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. 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 under the applicable Purchase Order, or series of related breaches. This Section 10 shall not apply only when and to the extent applicable Law specifically requires liability despite the foregoing disclaimer, exclusion and limitation.
11. **INSURANCE; RISKS.** In the execution of any works or service rendering at the premises of Pfizer under the Purchase Order(s), the Vendor shall be responsible for the appropriate insurance coverage, and the confirmation of the latter shall be timely presented to Pfizer; it shall include an insurance against Accidents at Work and Professional Diseases; an insurance of Civil Liability against Physical and Material Damages and also a Car Insurance of Civil Liability against Physical and Material Damages. The ownership of the insurance policies and the covered risks shall be transmitted to Pfizer after the reception of the covered assets, except if otherwise agreed as per this Purchase Order.
12. **TERM AND TERMINATION.**
 - 12.1. Term. This Purchase Order shall commence upon Vendor's acceptance of this Purchase Order and shall continue through Pfizer's acceptance of such services or products, as may be further specified in this Purchase Order.
 - 12.2. Termination for Breach. If the Vendor: (a) defaults in any of its obligations hereunder, (b) becomes insolvent, or (c) has a receiver appointed, or if (d) under the circumstances it becomes clear that there is a threat that any of such events may occur and Vendor does not provide an adequate security for the fulfilment of the Purchase Order, Pfizer may, at its sole discretion without prejudice to any other remedy, suspend performance of or terminate the Purchase Order. Further, Pfizer may terminate the Purchase Order immediately if Pfizer learns that the Vendor, its officers, employees or agents are making, or have made, improper payments to government officials. In the event of termination under this clause, the Vendor will not be entitled to any further payment for goods, work or services, regardless of any activities undertaken or agreements with additional third parties entered into prior to termination.

- 12.3. Delay of Performance. Pfizer may postpone or cancel delivery and/or performance by written notice given to Vendor at any time before delivery and/or performance, and Pfizer shall reimburse Vendor for all costs and expenses reasonably and directly incurred as a result of such postponement or cancellation which cannot be mitigated.
- 12.4. Effect of Termination. In the event of termination, if Vendor is in possession of any goods or items belonging to Pfizer, Vendor hereby grants its prior consent that Pfizer may enter any premises of Vendor to retrieve such goods or items. Without prejudice to any other remedy, if Vendor breaches any of the terms of the Purchase Order, Pfizer may, at its election: (i) reject and return the goods and/or services in whole or in part at Vendor's cost within a reasonable time after delivery, notwithstanding prior payment (risk in the goods shall revert to Vendor upon such rejection); (ii) permit Vendor to repair or reinstate the goods or re-perform the services so that they conform with the Purchase Order; or (iii) carry out or have carried out at Vendor's expense such work as is necessary to conform the goods and/or services to the Purchase Order.
13. **FORCE MAJEURE**. If the Vendor does not execute or Pfizer does not accept one or more article deliveries, works executions or service rendering, in accordance to this Purchase Order, due to a force majeure event, namely fire, explosion, flood, epidemic, war, act of governmental authority, public order disturbance to any other event whose effects are out of control by the parties or if the non-compliance of Pfizer is due a reason out of its control, the faulty party shall not have any liability before the other and, nevertheless, the total quantity of articles, works and services included in this Purchase Order can be reduced, as per Pfizer choice, in the quantity that was not delivered or the execution which was not made in result of the mentioned contingencies, or the stipulated deadline can be extended to the delivery of the goods or service rendering through a period of time equivalent to the one the delivery or the rendering herein has not been made, and the delivery or rendering shall be made during that extension of the deadline.
14. **APPLICABLE LAW; JURISDICTION**. this Purchase Order shall be governed and construed in accordance to the laws of State of Israel. Any issue relating to the construction, application and/or execution of the herein terms shall be exclusively and permanently resolved by jurisdiction of the competent courts of Tel-Aviv.
15. **GENERAL**
- 15.1. Assignment. The Vendor may not assign its rights or transmit its obligations within this Purchase Order without the previous writing consent of Pfizer. Pfizer may, in turn, transfer in whole or in part the rights and obligations herein.
- 15.2. Relationship of the Parties. Pfizer engages Vendor only for the purposes and to the extent set forth in this Purchase Order and, accordingly, Vendor shall not be considered a partner, co-venturer, agent, employee, or representative of Pfizer, but shall remain in all respects an independent contractor. Neither Pfizer nor Vendor shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party. Neither Pfizer nor Vendor shall be deemed a joint employer of the other's employees, each party being responsible for any and all claims by its employees.

- 15.3. Third Party Rights. The dispositions within this Purchase Order shall be in force for the exclusive benefit of the Vendor and Pfizer and not any other party (except successors and assignees), whether a third party beneficiary or other.
- 15.4. Publicity. The Vendor shall not without Pfizer's written consent advertise, publicly announce or provide to any other party information relating to the existence of the Purchase Order or use Pfizer's name in any format for any promotion, publicity, marketing or advertising purpose.
- 15.5. Waiver. The failure of a party to enforce any provision of the Purchase Order shall not constitute a waiver nor affect its right to enforce such and every other provision.
- 15.6. Severability. If and solely to the extent that any court or tribunal of competent jurisdiction holds any provision of this Purchase Order to be unenforceable in a final non-appealable order, such unenforceable provision shall be stricken and the remainder of this Purchase Order shall not be affected thereby. In such event, the parties shall in good faith attempt to replace any unenforceable provision of this Purchase Order with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.
- 15.7. Headings. Headings are included herein for convenience of reference only, and shall not constitute a part of this Purchase Order or change the meaning of this Purchase Order.

Annex 1

PFIZER'S INTERNATIONAL ANTI-BRIBERY AND ANTI-CORRUPTION BUSINESS PRINCIPLES

Pfizer has a long-standing policy forbidding bribery and corruption in the conduct of our business in the United States or abroad. Pfizer is committed to performing business with integrity, and acting ethically and legally in accordance with all applicable laws and regulations. We expect the same commitment from the consultants, agents, representatives or other companies and individuals acting on our behalf ("Business Associates"), as well as those acting on behalf of Business Associates (e.g., subcontractors), in connection with work for Pfizer .

1. 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.

1.1. For purposes hereof, the term "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.

1.2. The term "Government" means all levels and subdivisions of governments (i.e., local, regional, or national and administrative, legislative, or executive.

1.3. 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".

1.4. 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.

2. **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:

- 2.1. 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.
 - 2.2. 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.
 - 2.3. 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 .
3. **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.

4. 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:

- 4.1. 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.
 - 4.2. 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.
 - 4.3. 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.
- 5. 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.

For the Vendor

Date:

Name:

Signature: