

STANDARD TERMS AND CONDITIONS OF PURCHASE OF PFIZER LIMITED  
("these Terms")

1. Interpretation and Definitions

In these Terms:

"Affiliate" means any corporation, firm, partnership or other entity or person which directly or indirectly controls or is controlled by or is under common control with Pfizer. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") shall be presumed to exist if one of the following conditions is met: (a) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the election of directors of the party or any direct or indirect parent of the party, and (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities;

"Contract" shall mean the contract between Pfizer and the Provider consisting of these Terms, the Purchase Order (including any documents attached to the Purchase Order), the Key Terms Sheet (if applicable), the Data Protection Processing Agreement (if applicable) and any applicable Pfizer policies available on request as detailed in these Terms. In the event the parties enter into a separate services agreement, the parties agree that such agreement shall take precedence over these Terms in the event of a conflict.

"Data Processing Agreement" shall mean an agreement entered into between Pfizer and the Provider relating to the Provider acting as a Data Processor and Pfizer acting as a Data Controller (as defined in the Data Protection Laws) in relation to the Services;

"Data Protection Laws" means for so long as European regulations are directly applicable in the United Kingdom, (i) the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016) and any consequential national data protection legislation; (ii) the UK Data Protection Act 2018; and (iii) any guidance and/or codes of practice issued by the UK Information Commissioner's Office or other relevant supervisory authority, including without limitation (for so long as European regulators have jurisdiction over the United Kingdom) the European Data Protection Board, in each case as amended, supplemented or replaced from time to time;

"Goods" and "Services" respectively mean all goods and all services (as applicable) covered by the Key Terms Sheet or Purchase Order and/or any part(s) thereof;

"Government Official" includes any NHS healthcare professional, elected or appointed government official and any officer, employee or person acting for or on behalf of any of the following: local or central

government; a public body (including international bodies); and a political party or candidate for public office (including election candidates, party members and administrative staff employed by political parties);

"IP" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Pfizer" means Pfizer Limited or the Pfizer Affiliate purchasing Goods or acquiring Services from the Provider;

"the Purchase Order" means Pfizer's relevant order for the supply of Goods and/or Services by the Provider;

"the Provider" means the supplier named on the Key Terms Sheet or the Purchase Order;

"Key Terms Sheet" means a statement of work as may be agreed between the parties.

Unless expressly agreed in writing between the parties, no printed standard terms which may appear on any order confirmation, invoice or delivery note relating to the Goods and/or Services shall be of any effect.

2. Delivery

2.1 The Goods and Services shall be delivered and performed on the date(s) specified in the Purchase Order or the Key Terms Sheet and time will be of the essence for the purpose of this clause 2.

2.2 Unless otherwise specified in the Contract, the Provider shall pay all shipping, packing, crating and cartage charges associated with the delivery of the Goods and Services.

3. Quality and Inspection

3.1 The Provider warrants that:

(i) the Goods and Services shall be free from liens and defects, shall be of satisfactory quality, shall conform to any specifications, drawings, samples or other descriptions submitted to or specified by Pfizer and shall be suitable for Pfizer's intended purposes to the extent that such purposes are known or should reasonably be known to the Provider; and

(ii) the Services will be carried out by appropriately qualified and trained personnel promptly, with

reasonable skill and care and in accordance with all applicable laws, regulations and with such requirements as Pfizer may from time to time reasonably impose.

3.2 All Goods supplied hereunder are to be shipped subject to Pfizer's examination and right of rejection for a reasonable time after delivery, notwithstanding prior payment if Goods are not as warranted herein, or are not in conformity with Pfizer's specifications or, if no specifications are given by Pfizer, are not in conformity with standard specifications.

#### 4. Contract Price and Payment

4.1 Unless otherwise expressly agreed in writing, the price for the Goods and Services stated in the Contract shall be fixed and shall include all costs (except VAT), expenses and charges (including delivery and insurance) chargeable in respect of the Goods and/or Services. Unless otherwise specified in the relevant Purchase Order, all properly drawn VAT invoices shall be paid at the later of sixty (60) calendar days of receipt of such invoice by Pfizer or the next processing run immediately thereafter.

4.2 Provided that any amounts are agreed in writing between Pfizer and the Provider prior to the commencement of the Services, Pfizer will reimburse the expenses provided that they are properly incurred by the Provider in the course of performing the Services in accordance with Pfizer Rules for Expenses.

#### 5. Passing of Property and Risk

5.1 The title to property and risk in Goods shall pass to Pfizer when the Goods are delivered to it.

#### 6. Termination/Rejection

6.1 Pfizer may postpone or cancel delivery and/or performance by giving 14 days' written notice to the Provider, and Pfizer shall reimburse Provider for all costs and expenses reasonably and directly incurred as a result of such postponement or cancellation that cannot be mitigated by the Provider.

6.2 If the Provider defaults in any of its obligations under the Contract, becomes insolvent, has a receiver appointed over its business or is compulsorily or voluntarily wound up or if Pfizer believes that any such events may occur Pfizer, shall be entitled, at its discretion without prejudice to any other remedy, to suspend performance of or terminate the Contract.

6.3 In the event of termination, Pfizer may keep possession of any Goods and may enter any premises of the Provider to recover Goods and/or any other items belonging to Pfizer.

6.4 Without prejudice to any other remedy, if the Provider breaches any of the terms of the Contract, Pfizer may, at its election:

(i) Reject and return the Goods in whole or in part at the Provider's cost within a reasonable time after

delivery notwithstanding prior payment (risk in the Goods shall revert to the Provider upon such rejection);

(ii) Permit the Provider to repair or reinstate the Goods or re-perform the Services so that they conform with the Contract;

(iii) Carry out or have carried out, at the Provider's expense, such work as is necessary to conform the Goods and/or Services to the Contract;

(iv) Receive a refund of the full amount paid to the Provider.

6.5 In view of the damage that may be caused to Pfizer's business by association with any unethical behaviour, Pfizer shall be entitled to end the Contract immediately by written notice to the Provider if clauses 10, 12 or 13 are breached or if Pfizer discovers or has reasonable grounds to believe that improper payments are being or have been made to any Government Official by or on behalf of the Provider (whether in connection with the Contract or not).

6.6 If Pfizer terminates the Contract pursuant to clause 6.5 the Provider shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination.

#### 7. Confidentiality

7.1 The Provider will not, without Pfizer's prior written consent, disclose to or use to the advantage (direct or indirect) of any company, firm, body or person(s) other than Pfizer, any information acquired in the course of the Contract concerning the terms of the Contract, Pfizer's personnel, research activities, products, other business operations or any other information which would be regarded as confidential by a reasonable business person (together "Confidential Information"). At Pfizer's request, and in any event on termination or expiry of the Contract, the Provider shall (as directed by Pfizer) return or destroy all documents and other records containing or relating to Confidential Information and certify to Pfizer that such full return or destruction has been effected. The confidentiality obligations imposed by this Contract will remain binding for a period of five (5) years from the date of expiry or termination of this Contract.

#### 8. Assignment and Sub Contracting

8.1 The Provider shall not sub-contract or assign any of its obligations or rights under the Contract without Pfizer's prior written consent. If all or any part of its obligations under the Contract are sub-contracted or assigned by the Provider, the Provider shall be responsible for all the acts and omissions of its sub-contractors as if the Provider had itself carried out the acts and omissions concerned.

8.2 Pfizer shall have the right to assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract to any of its Affiliates or third party.

## 9. IP and Inventions

9.1 Any IP created, conceived, produced or reduced to practice by the Provider in carrying out its duties under the Contract shall be Pfizer's exclusive property.

9.2 No royalty or other payment will be due from Pfizer in respect of such IP and the Provider will at Pfizer's request and expense, assign to Pfizer its title to any such IP and to any patent applications made thereon, and will execute all instruments necessary for the filing and prosecution of patent applications in any country or any division, continuation or partial continuation thereof or for any re-issue of any patent issued on any such application.

9.3 If any work is commissioned or ordered for Pfizer from any third party, the Provider will ensure that all IP rights in that work are assigned or transferred to Pfizer in accordance with this clause 9. The Provider will obtain or procure the obtaining for Pfizer of all necessary permissions, consents and releases from authors, artists, photographers, models and any other persons and IP rights holders as may be required in connection with the Contract. The Provider represents, warrants and undertakes that Pfizer's use and possession of any materials generated by or obtained from the Provider under the Contract, shall not infringe any third party's IP.

## 10. Data Protection

10.1 The Provider shall comply with its obligations under the Data Protection Laws. In particular (but without limitation), if the Provider processes any "personal data" and/or "sensitive personal data" (as defined in the Data Protection Laws) on Pfizer's behalf, it will only do so in accordance with the Data Protection Processing Agreement.

10.2 **Specific purpose and retention.** Pfizer shall process professional personal data relating to the individuals who legally represent or otherwise work for the Provider (the "Contractual Personal Data") to manage the Contract, comply with any applicable regulatory requirements and meet Pfizer's legitimate interests in maintaining its business (e.g., to conduct background checks to ensure Pfizer is not precluded from working with the Provider or to ensure the security of our IT systems). The Contractual Personal Data shall include the relevant individual's identity, business contact and corporate details, electronic identification data if accessing Pfizer's technology and details of the contractual relationship, including training and banking details. The Contractual Personal Data shall be kept as long as the contractual rights and duties arising from the Contract and applicable regulatory rights and duties could be enforced by or against Pfizer.

10.3 **International transfers.** Only for the above-mentioned purposes, Pfizer may store the Contractual Personal Data in centralized databases and disclose them to its Affiliates in other countries

(<https://selfservehosteu.pfizer.com/legal-entities>), to its vendors and to regulatory authorities, in all cases throughout the world (including the US). The US, as any other non-EU country as a general rule, does not have personal data laws similar to the European ones. The full list of non-EEA countries with data protection standards similar to the EEA ones is available here at [http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index\\_en.htm](http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index_en.htm). The Pfizer group of companies has put in place appropriate safeguards both within its group and with non-EEA/Swiss vendors (such as contracts approved by the EU authorities available at [http://ec.europa.eu/justice/data-protection/international-transfers/transfer/index\\_en.htm](http://ec.europa.eu/justice/data-protection/international-transfers/transfer/index_en.htm); as may be updated by the European Commission from time to time or substantially equivalent guarantees under EEA/Swiss data protection regulations). Further information on these safeguards may be found by contacting the DPO, as indicated below.

10.4 **Data protection requests.** Data subjects shall communicate any requests in relation to this clause to Pfizer, as indicated below and as may be updated from time to time on reasonable prior written notice.

	Pfizer
DPO	DPO.Pfizer.com
Data protection rights (e.g., access, rectification, erasure, restriction, portability and objection)	[to be completed by the data subject submitting a request to Pfizer's DPO]

The data subject may lodge a complaint with the supervisory data protection authority of his/her country if he/she disagrees with the specific response to a data protection request.

## 11. Liability and Indemnity

11.1 Pfizer hereby excludes to the fullest extent permitted by law all conditions, warranties and stipulations which, but for such exclusion, would or might subsist in favour of the Provider. Pfizer shall not be liable to the Provider for any loss of profit (direct or indirect), or any indirect, special or consequential loss or damage howsoever caused. Subject to the foregoing, Pfizer's maximum aggregate liability to the Provider under this Contract whether for negligence or breach of contract or otherwise shall in no circumstances exceed the total fees payable by Pfizer under the Contract. Nothing in the Contract shall limit or exclude the liability of either party for death or personal injury resulting from negligence.

11.2 The Provider shall indemnify Pfizer against all direct, indirect or consequential loss, liability, damages, costs and expenses (including, without limitation, all direct, indirect or consequential loss, liability, damages, costs and expenses incurred as a result of defending a claim in connection thereto) that Pfizer may incur as a result of any claim made

against Pfizer for actual or alleged infringement of a third party's IP rights arising out of or in connection with the Provider's provision of the Services or Pfizer's use of the Goods.

## 12. Anti-Bribery and Anti-Corruption

12.1 The Provider represents and warrants to Pfizer that:

- (i) it has the full power, right and authority to enter and perform the Contract and that it will comply with all relevant laws, regulations, codes of practice, operating procedures and guidelines and will obtain and maintain all covenants, licences, approvals and permissions necessary to fulfil its obligations under the Contract;
- (ii) it will comply with all applicable laws, statutes and regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (iii) it will not (directly or indirectly) offer, pay or authorise the offer/ payment of any money or the giving of anything of value or do any other thing in order to exert improper influence on any Government Official;
- (iv) it has not (directly or indirectly) in the five (5) years immediately preceding the Contract offered, paid or authorised the offer/payment of any money or the giving of anything of value or the doing of anything in order to exert improper influence on any Government Official; and
- (v) if applicable, all information provided by it in the Third Party Entity Anti-Corruption Due Diligence Questionnaire, is complete and accurate.

12.2 The Provider will be deemed to have repeated the above representations, warranties and undertakings if, during the term of the Contract, it comes under the control of a Government Official or it becomes aware that any individual with significant responsibility for performing the Provider's obligations hereunder (or a close relative of such an individual), has become a Government Official.

12.3 During the term of the Contract and for a period of three (3) years after the final payment from Pfizer has been made under it, the Provider shall promptly arrange for Pfizer and its auditors to have such access to records relating to the arrangements covered by this Contract as they may reasonably require in order to verify the propriety of any payments (including disbursements, expenses or charges) proposed or made to or by the Provider.

## 13. Anti-facilitation of tax evasion

13.1 The Provider shall, and shall ensure that its directors, officers, employees, agents and anyone performing services on behalf of the Provider (to include but not limited to a sub-contractor) (together "Associated Persons") shall not engage in any activity, practice or conduct that would constitute a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(1) of

the Criminal Finances Act 2017 or will not knowingly assist any entity or individual who is liable to UK or foreign tax to evade unlawfully their tax liability or seeking to influence Pfizer or persons associated with Pfizer to assist that entity or individual in any such acts. The Provider shall promptly report to Pfizer any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of the Contract and provide Pfizer with reasonable assistance, at Pfizer's reasonable cost, to enable Pfizer to perform any activity required by any relevant authority in any relevant jurisdiction for the purpose of compliance with the Criminal Finances Act 2017.

## 14. Global Trade Laws

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

## 15. IR35

15.1 The Provider confirms and undertakes that from none of the individuals involved in providing the Services will be regarded as providing those Services through an intermediary in circumstances where any of Conditions A to C of section 61N Income Tax (Earnings and Pensions) Act 2003 would apply in circumstances where Pfizer would be regarded as the "client" for the purposes of that section.

15.2 If Pfizer is required to make any payment in respect of any taxes that arise in connection with the provision of the Services by virtue of the provisions included in Chapter 10 of Part 2 Income Tax (Earnings and Pensions) Act 2003, Pfizer shall be entitled to deduct an amount on account of such payment from any charges and expenses payable to the Provider.

## 16. General

16.1 The failure of a party to enforce any provision of the Contract shall not constitute a waiver nor affect its right to enforce such and every other provision.

16.2 The Provider shall not without Pfizer's written consent advertise, publicly announce or provide to any other party information relating to the existence of the Contract or use Pfizer's name, logo or content in any format for any promotion, publicity, marketing or advertising purpose.

16.3 No variation or alteration of any kind to the Contract can be made except in writing duly signed on behalf of each party.

16.4 A person who is not a party to the Contract shall not have any rights under or in connection with it.

16.5 The Contract shall be governed by and construed in accordance with English law.

Provider confirms that it will comply with the following Pfizer policies, as applicable:

-Pfizer Rules for Expenses

-Safety Reporting Schedule

-Pfizer's International Anti-Bribery and Anti-Corruption Business Principles

-Anti-Facilitation of Tax Evasion Policy

- Environmental, Health, Safety & Sustainability Representations, Warranties, and Covenants