



PFIZER PHARMACEUTICAL TRADING LIMITED LIABILITY COMPANY'S

PAGE 1-3: STANDARD TERMS AND CONDITIONS

PAGE 4-6: PFIZER'S INTERNATIONAL ANTI-BRIBERY AND ANTI-CORRUPTION BUSINESS PRINCIPLES

Buyer orders

Pfizer Pharmaceutical Trading Limited Liability Company's (hereinafter called Buyer or Pfizer LLC) orders are valid in writing only. Verbal orders (including follow-up orders) are not binding until confirmed in writing.

Buyer orders made in electronic form through the "ARIBA Buyer" system will need to be confirmed in writing by the supplier (the "**Supplier**").

If there is a framework contract in place and/or if the order makes reference to an existing contract between Buyer and the Supplier, the provisions of this Contract will also apply.

Prices

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 Supplier unless otherwise agreed in writing.

Packaging, damages

Unless otherwise stipulated in an agreement in writing, packaging will be transferred into Buyer's ownership and is included in the purchase price. The seller is responsible for damage to goods caused due to deficient protection.

Each package must clearly indicate the purchase order number, goods description, article number and delivery quantity, as well as requisite information, according to applicable legal regulations.

Delivery and acceptance / Delivery deadline for goods; Late fulfilment and non-fulfilment

All deliveries must be made with a delivery bill indicating the PO number and recipient. The Supplier will be liable for the hazards and risks of transport and of any potential interim storage up to the time of delivery; the Supplier must have goods insured accordingly.

A receiving employee's taking the delivery does not represent official acceptance on behalf of the company.

The Supplier assumes a full guarantee for flawless quality in the goods delivered or orders executed. The Supplier shall take back goods rejected by Buyer or goods that exceed the order quantity at the Supplier's own cost and assume the associated risk, even if they had already been warehoused. The delivery date we indicate or agreed is understood to be a firm deadline.

Partial deliveries are only permissible with prior written consent from Buyer. The delivery date applies to those goods to be delivered to the delivery address indicated on the purchase order. In the event of incomplete, partial non-fulfillment, or delayed completion of work, Supplier shall pay 5% penalty payment per each day after the due date of the performance. In the event of non-delivery, the Supplier shall pay penalty amounting to 20% of the service fee. In addition to the above, Buyer shall be entitled to enforce payment of damages exceeding the penalty as well as other rights resulting from the breach of contract according to the Hungarian Civil Code. This provision does not apply to cases in which there is a written agreement stipulating otherwise, or in cases of force majeure.



Services

The services ordered are realised at the location indicated on the purchase order under strict compliance with the defined schedule pursuant to the directions on the order form as well as in fulfilment of the strictest professional criteria.

Changes:

Purchaser may at any time by written order make changes in drawings and specifications. Such written changes should be strictly complied with by the vendor. If such changes cause an increase or decrease in the amount or in the time required for performance, the purchase order shall be modified in writing. Any claim for adjustment under this provision must be asserted within 30 days from the date the change is ordered.

Termination:

Pfizer shall have the right to terminate the order in whole or part, by written notice to the Supplier. On receipt of such notice the Supplier shall immediately cease all work in connection with the order. The Supplier shall then advise Pfizer of any costs appertaining to said termination.

Invoicing

Invoices must be issued under the name of the company to which the PO was issued (and not in the name of any potential sub-contractors) to.

Invoice recipient:

Pfizer Shared Services
PO Box 12565
Dublin 4
Ireland

Unless otherwise stipulated in a deviating agreement, the invoice must indicate the Pfizer PO number and the purchaser's name along with a corresponding detailed description of goods and/or service. The Supplier shall issue its invoice according to the Hungarian accounting requirements and legal regulations.

Payment

Payment is made 60 days after the invoice receipt unless otherwise stipulated in an agreement in writing. In order to guarantee timely processing and payment of your invoice, we ask that the PO NUMBER be indicated on all correspondence and invoices, credit notes and delivery bills! Invoices not indicating our PO number will be returned to you without exception and can not be paid!

Information/documents/drawings/tools and copyright

The copyright on all documents such as plans, sketches, calculations, etc., provided to the Supplier will remain Buyer's property. The Supplier will use such documents and all other information exclusively for the purpose of executing Pfizer LLC's orders. Without prior written consent from Pfizer LLC, the Supplier is not authorized to copy, duplicate or in any way make these types of documents and information available to third parties who are not contracted by the Supplier directly for executing work in association with the order.

Secrecy

The Supplier or the service provider shall maintain secret to third parties all information and documents of which they gain knowledge in fulfilling the contract. This obligation has no time restrictions.

Supplier GTCs Contract terms and conditions or miscellaneous Supplier GTCs will not be recognised; in accepting the order, the Supplier is expressly waiving their terms and conditions and recognising our purchase terms and conditions as legally binding. In no case will there be a need for express non-acceptance from us. Any side agreements deviating from these terms and conditions will apply to the respective contract only and will only be valid if they have been expressly confirmed by us in writing.

Applicable law - Jurisdiction

Legal disputes are subject to Hungarian law. The Supplier agrees that any disputes arising out of the contract must be settled amicably through negotiations. If the dispute could not be settled within thirty (30) days, the Buyer and the Supplier must submit their dispute to the court that is competent, according to the Hungarian Civil Law and Civil Procedure Code effective.

Validity

These purchase terms and conditions apply as of 30/03/2015.

Additional Terms and Conditions

1. Supplier agrees to accept and acting according to Pfizer's My Anti-Corruption Policy and Procedures' Provisions; and
2. Supplier provides, or agrees that it will provide if it is awarded the bid, basic information regarding its connection to Government Officials, including the following:
 - a. Whether any of its officers, directors, shareholders, or principal managers is a Government Official;
 - b. Whether any of its officers, directors, shareholders, or principal managers has a business relationship with any Government Official who would be in a position to influence the purchase of Pfizer products or otherwise provide a commercial advantage to Pfizer; and
 - c. Whether any Government Official is entitled to any part of any compensation or free to be paid under the proposed agreement.



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.

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:

- 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.
- 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.
- 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:



- 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.
- 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.
- 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.