

**For all Purchase Orders dated on or after 1<sup>st</sup> June 2014 : The following Terms & Conditions apply to all purchases made by Pfizer or any of its divisions and subsidiaries (including Wyeth) Pfizer Ltd Standard Terms & Conditions (1<sup>st</sup> June 2014 Taiwan)**

**輝瑞生技股份有限公司及輝瑞大藥廠(以下簡稱"輝瑞")標準採購條款及規則:**

**Standard Terms and Conditions of Pfizer Biotech Corporation and Pfizer Ltd (hereinafter "Pfizer"):**

1. **訂單接受及條款衝突：** 本訂單為由"輝瑞"公司正式發給供應商(以下簡稱"賣方")對於採購原物料，物品，工程或服務的採購訂單。其中涵蓋：賣方標的物描述、運輸方式、採購服務的描述。您對該採購訂單的簽字表示對訂單的接受。除非輝瑞書面接受同該採購訂單不同的採購條款，或買賣雙方就該標的物品或服務另立書面合約，否則視同賣方接受訂單以下所描述的採購條款及規則。賣方收到批准的訂單或合約後才可以開始工作。
  
1. **Order Acceptance and Conflict:** This order is officially issued by Pfizer to its supplier (hereinafter the "Seller") and constitutes a purchase order for the purchase of raw materials, objects, projects or services. It covers the following: A description of the Seller's deliverables, means of transportation and a description of the services purchased. In affixing a signature onto this purchase order, you shall be deemed to have accepted this order. The Seller shall be deemed to have accepted the terms and conditions of purchase listed below in this order, unless Pfizer accepts, in writing, any other provision of purchase different from this purchase order, or the parties enter into another written agreement about the deliverables or services. The Seller shall only commence work after receipt of an approved order or contract.
  
2. **保證：** 賣方承諾並保證：
  
2. **Warranties:** The Seller undertakes and warrants:
  - a) 供應商提供本訂單所列出供商品及服務在原料、製程和銷售品質方面都無瑕疵，符合輝瑞的規格，在賣方知道或合理知道該商品的用途和目的範圍內，該商品須適合輝瑞的既定用途和目的；
  - a) Seller offers the goods/services under this order are free from any defect in terms of raw materials, manufacturing process and sales quality, are consistent with Pfizer's specifications and, to the knowledge or reasonable knowledge of the Seller, the functions and purposes of the goods are consistent with Pfizer's existing functions and purposes;
  - b) 使用或銷售該標的物品不得侵犯任何專利、商標、著作權或者屬於其他協力廠商的智慧財產權；
  - b) The use or sale of the deliverables does not infringe upon any patent, trademark, copyright or any other intellectual property right of any other supplier;
  - c) 在本訂單下由賣方提供的所有的工作和/或服務應適當履行，符合職業操守並符合輝瑞的要求；同時，賣方須在履行本訂單時遵守應適用的法律。
  - c) All work and/or services provided by the Seller under this order will be properly performed and in consistency with professional ethics and Pfizer's requirements. Also, the Seller shall comply with the applicable laws at the time of performance of this order.
  
3. **保險及風險：** 賣方所持保險的承保範圍應包括協力廠商人身傷亡或財產損失保險，其保額應足以使輝瑞在出現人身傷亡或財產損失的情況下得到保護，並應符合有關雇主對雇員因雇用所致傷病所負責任的任何和所有法律、法規或命令。賣方應購買並保持賣方經營所在國類似規模和類似業務的公司通常購買並保持的其他種類和保額的保險。供應商根據每筆訂單/合約上依 INCOTERMS 2010 載明的運輸條件辦理。

3. **Insurance and Risk:** The insurance held by the Seller shall cover death, physical injury or property damage of the suppliers. The insurance amount shall be sufficient enough to protect Pfizer in the event of death, physical injury or property damage. The insurance shall be consistent with all laws, regulations or orders in relation to the employer's liability for injuries and illness under employment. Seller shall deliver and shall take delivery and risk of loss of the Goods in accordance with individual order/or contract, on the basis of which was as defined in INCOTERMS 2010.
4. **驗收：**輝瑞有權在發貨前檢驗本訂單項下之所供貨物及服務，即使已經付款，如果到貨檢驗發現貨品不符合訂單規定的保證，或與輝瑞規格不符（如果輝瑞未明訂規格，則以標準規格為準），輝瑞有權在貨物到貨後的合理時間內對貨物做出退貨處理。輝瑞在退貨過程中發生的費用由賣方承擔。輝瑞亦可將退貨貨品退回賣方，但費用由賣方承擔。
4. **Acceptance:** Pfizer has the right to inspect goods and services under this order before shipping. Even the payment has been made, if the inspection shows that the goods are inconsistent with the guarantees stipulated in the order or with Pfizer's specifications (or the standard specifications, if Pfizer did not specify the specifications), Pfizer has the right to return the goods within a reasonable period after delivery. The cost incurred by Pfizer in the process of product return shall be borne by the Seller. Pfizer may also return the goods to the Seller, at the Seller's cost.
5. **不可抗力：**“不可抗力”是指將引起一方或雙方不能履行本訂單項下義務的以下任何事件：火災、爆炸、洪水、地震以及其他自然事件，戰爭，政府行為，騷動，或者其它超出雙方控制的情況，其他國際認可的不可抗力事件以及其它超出雙方控制的人為或者自然事件。如果一方因上述不可抗力不能履行本採購訂單中規定的義務，它應在十五（15）天內以書面通知另一方不可抗事件的發生，並提供不能履行其義務的書面解釋。
5. **Force Majeure:** “Force majeure” refers to any of the following events that renders either or both parties unable to perform the obligations under this order: Fire, explosion, flood, earthquake and other natural event, war, government act, riot or other situations beyond the control of both parties, other event of force majeure recognized internationally and other man-cause or natural event that is beyond the control of both parties. If either party cannot perform the obligations stipulated in this purchase order due to the above-mentioned force majeure, it shall give written notice to the other party within fifteen (15) days about the occurrence of the event of force majeure. Such party shall also provide a written explanation about its inability to perform the obligations.
6. **包裝和運輸：**除非合約另有書面規定，賣方應承擔運輸、包裝、裝箱、集裝箱或卡車運輸等費用。貨物之外包裝上應表明訂單號碼、所裝物品、數量、標籤、發貨人資訊以及附上相關之具體裝箱單明細。危險品的運輸必須符合當地運輸機構或者環境保護機構法律和要求。賣方應當準時將規定數量的貨物送到指定的庫房或指定地點。
6. **Packaging and Shipping:** Unless otherwise provided in writing in the Agreement, the Seller shall bear the cost of transportation, packaging, boxing, cargo or truck shipping. The number of the order, the objects included and the quantities thereof, the labels, shipper's information and concrete details of the relevant boxing list shall be indicated on the outer package of the goods. Hazardous objects must be shipped in accordance with the laws and requirements of the local transportation authority or environmental protection authority. The Seller shall deliver the specified quantities of goods in a timely manner to the designated warehouse or designated location.
7. 如果賣方違約、破產或被託管，或如果輝瑞誠信認為上述情況可能發生，在不影響其他補救措施的前提下，輝瑞有權自行決定暫停履約或終止本訂單。如果終止訂單，賣方應繼續保存任何屬於輝瑞的商品或物品，輝瑞可以進入賣方的任何區域重新獲得這些商品或物品。在不影響任何其他補救措施的前提下，如果賣方違背了本訂單中的任一條款，輝瑞可做以下選擇：a). 對於已經支付部分貨款的物品或者服務，拒收或退回賣方提供的全部物品或服務（風險：就這部分物品可能有本來屬於輝瑞的物品或者服務）；b) 准許賣方維修或者恢復其物品或者重新再次提供服務並同賣方再次確認採購訂單。

7. If the Seller has any breach of contract, enters bankruptcy or receivership, or if Pfizer believes in good faith that any such event may occur, Pfizer is entitled to, without prejudice to any other remedy, suspend the performance of or terminate this order at its own discretion. If the order is terminated, the Seller shall continue to maintain any product or object that belongs to Pfizer. Pfizer may access any area of the Seller to regain such product or object. Without prejudice to any other remedy, if the Seller breaches any provision under this order, Pfizer has the following options: a) For goods or services for which part of the payments has already been made, refuse or return all goods or services provided by the Seller (risk: part of these goods may be goods or services that originally belong to Pfizer); b) Allow the Seller to repair or reinstate the goods or re-provide the services again and confirm the purchase order again together with the Seller.

**8. 採購訂單有效期，付款期限及變更與取消**

**8. Validity Period, Payment Deadline, Change and Cancellation of Purchase Order**

a) 賣方如果沒有於訂單要求交貨日期交貨，輝瑞有權不需任何理由在賣方送貨之前以書面的形式通知賣方取消或者延遲該訂單

a) If the Seller does not deliver goods/service on or by the date noted on order, Pfizer has the right to cancel or delay the order by written notice to the Seller without reason before the Seller's shipping.

b) 賣方如果沒有在 6 個月有效期內向輝瑞會計提交發票或付款要求，其收款的權利將被視為無條件放棄，也就是說賣方將不能要求此訂單的付款，或以合約為準。

b) If the Seller does not submit an invoice or a payment request to Pfizer's accounting department within a validity period of 6 months, it shall be deemed that the Seller has unconditionally waived its right to receive payment, i.e., the Seller shall not be able to seek payment for this order, or based on the contract.

c) 物品交貨或者服務完成後，賣方將出具發票並將採購訂單號碼標注在發票上，輝瑞將在 90 天內進行付款。

c) Following delivery of goods or completion of services, the Seller shall issue an invoice and specify the number of the purchase order on the invoice. Pfizer shall make payment within 90 days.

d) 貨品交貨前，輝瑞保留訂單修改的權利。

d) Pfizer reserves the right to revise the order before delivery.

9. **管轄法律**：本採購訂單將被中華民國法律所管轄。

9. **Governance**: This purchase order is governed by the laws of the Republic of China.

10. **安全保障**：在賣方在輝瑞場所提供物品或服務須遵守輝瑞場所適用之有關環安的法律及規定以及輝瑞場所要求之安全標準。

10. **Security Assurance**: The goods or services provided by the Seller at Pfizer's premises shall be consistent with applicable environmental safety laws and regulations that are applicable to Pfizer's premises, as well as the safety standards required at Pfizer's premises.

11. **保密/所有權**：任何與本訂單相關並由輝瑞或以輝瑞名義提供給賣方的資訊或材料均歸輝瑞所有，賣方只能將這些資訊用於與本訂單有關的用途。賣方不得洩露或移作他任何由輝瑞或其關聯機構提供或以輝瑞其關聯機構名義提供的、與設計、圖紙、規格、人事、科研、產品及其他商業情報有關的資訊。除合理損耗外，賣方應妥善保存這些材料，並根據輝瑞指示處理或返還這些材料。

11. **Confidentiality/Ownership**: Any information or material related to this order and provided to the Seller by Pfizer or in the name of Pfizer belongs to Pfizer. The Seller shall only use such information for purposes that are related to this order. The Seller

shall not disclose any information provided by Pfizer or its affiliate, or provided in the name of Pfizer or its affiliate, in relation to the design, drawing, specifications, human resource, technical research, product and other commercial intelligence and shall not use such information for any other purpose. Other than reasonable wear and tear, the Seller shall keep such material properly and shall dispose of or return such materials in accordance with Pfizer's instructions.

12. **擔保與賠償**：對於因賣方違反其在此作出的陳述和/保證、賣方違反本訂單條款、或賣方過失或故意行為產生的任何及所有的責任、判決、損害賠償、損失和花銷，不管輝瑞是否應對上述違約承擔部分責任，賣方同意保護、賠償輝瑞並使其免受損害。但是，在本條款項下賣方不對因輝瑞單方面過失、魯莽或故意行為造成的損失負責。在任何情況下，輝瑞都不應對賣方的利潤損失或其它由此產生的間接虧損負責。

12. **Indemnities**: The Seller agrees to indemnify and hold Pfizer harmless from any and all liability, judgment, compensation for damages, losses and expenses incurred due to the Seller's breach of any representation and/or warranty hereunder, the Seller's breach of any provision of this order or the Seller's negligence or intentional conduct, regardless of whether Pfizer should bear part of the liability for such breach. However, the Seller shall not be liable for any loss arising out of Pfizer's unilateral negligence, recklessness or intentional conduct. Under no circumstance shall Pfizer be liable for the Seller's lost profit or any other consequential loss.

13. **轉讓**：本訂單全文及每項條款均適用於客戶、繼承人及輝瑞允許的受讓人。非經輝瑞事先書面同意，賣方不得轉讓本訂單，任何未經輝瑞同意的轉讓均屬無效。

13. **Assignment**: The full text of this order and all provisions are applicable to the client, its successor and assignee that is permitted by Pfizer. The Seller shall not assign this order without Pfizer's prior written consent. Any assignment without Pfizer's consent is invalid.

#### 14. 標準反貪腐條款：

#### 14. Standard Anti-Corruption Contract Provisions:

##### 14-1 【賣方】陳述並保證

14-1 [Seller] represents and warrants that:

- a. 根據當地法律、法規、政策及行政要求，【賣方】獲得許可、已註冊或擁有資格
- a. [Seller] 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. 【賣方】未曾且未來也不會直接或間接提供或支付或授權提供或支付任何金錢或任何有價值的東西來影響政府官員或任何其他人從而使輝瑞公司不當地獲得或保留業務或獲得任何不當商業優勢，且未曾接受且未來也不會接受任何該類款項；
- b. [Seller] 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. 【賣方】已經收到輝瑞公司的《國際反賄賂和反貪腐原則》（附件一），且已經將這些原則傳達給代表執行輝瑞工作的所有人，包括代理或分包商；
- c. [Seller] has been provided with a copy of Pfizer's International Anti-Bribery and

Anti-Corruption Principles (Attachment 1) and has communicated such Principles to all persons acting on its behalf in connection with work for Pfizer, including agents or subcontractors;

- d. 【賣方】向輝瑞提供的與輝瑞的反貪腐盡職調查有關的任何資訊完整、真實且準確，且【賣方】同意根據要求在履行本協定的過程中，將為輝瑞公司完成的與盡職調查問卷中發現的與【賣方】或任何個人或其家屬（如其所定義）相關的盡職調查問卷中任何答案出現變更告知給輝瑞公司；
- d. Any information provided by [Seller] to Pfizer in connection with Pfizer's anti-corruption due diligence is complete, truthful and accurate and [Seller] agrees to inform Pfizer if any responses in the due diligence questionnaire with respect to the [Seller] or any individuals identified in the due diligence questionnaire or their Family Relatives, as defined therein, change during the performance of this agreement;
- e. 【賣方】將（i）提供所執行工作和所產生的費用的盡可能詳細、真實且完整的檔支持，（ii）保留真實、準確和完整的發票、報告、報表、帳簿及其他記錄，及（iii）以書面形式從輝瑞處獲得任何特殊費用的提前授權；以及
- e. [Seller] 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. 【賣方】將在本協定期限內以及本協定項下的最終付款後三年內允許輝瑞公司的內部和外部審計人員接觸到【賣方】的與協定的相關事務有關的任何帳簿、檔、證件和記錄。如果協議中涉及臨床研究，則合同中應包括用於確保保密性的可接受保障措施。
- f. [Seller] will permit, during the term of the agreement and for three years after final payment has been made under the agreement, Pfizer's internal and external auditors access to any relevant books, documents, papers, and records of [Seller] involving transactions related to the agreement. Where the agreement involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality.
- g. 【如果賣方是增強需審查交或與 PIGO 《具潛在影響力的政府官員》相關的基本需審查交易：則【賣方】將根據輝瑞公司的要求每年完成並向輝瑞公司提交《廠商年度法規遵循證明》（附件二）。】
- g. [IF SELLER IS AN ENHANCED REVIEW TRANSACTION OR A BASIC REVIEW TRANSACTION CONNECTED TO A PIGO: [Seller] will complete and submit to Pfizer, the Seller Annual Compliance Certification (Attachment 2) at an annual interval, upon request by Pfizer.
- h. 【如果輝瑞公司根據 MAPP 《我的反貪腐政策及流程》要求協力廠商接受培訓：則【賣方】承諾接到輝瑞公司的要求後，代表【賣方】執行輝瑞公司工作的任何個人將接受輝瑞提供的反貪腐培訓，且會在簽訂合同時及履行合同期間將需要接受該種培訓的個人告知給輝瑞公司。】
- h. [IF SELLER IS REQUIRED TO UNDERGO TRAINING BY PFIZER PURSUANT TO MAPP: [Seller] agrees that upon request of Pfizer, any persons acting on behalf of [Seller] 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. 【如果要求賣方跟進 MAPP《我的反貪腐政策及流程》：則賣方承諾將遵從輝瑞公司與其履行本協議相關的 MAPP《我的反貪腐政策及流程》，包括根據輝瑞公司的指定要求【賣方】的相關雇員接受輝瑞公司提供的反貪腐和/或 MAPP《我的反貪腐政策及流程》培訓。】

i. [IF SELLER IS REQUIRED TO FOLLOW MAPP: Seller 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 [Seller], as determined by Pfizer, to complete training on anti-corruption and/or MAPP provided by Pfizer.]

14-2 如果【賣方】違反任何上述陳述及保證，則輝瑞可終止合同。如果終止合同，【廠商】無權獲得任何進一步付款，不論合同終止之前承擔何種工作或簽訂了何種協議，且【賣方】應當承擔法律規定的賠償或補救措施。另外，如果因【賣方】未能遵守本協議項下的義務使得輝瑞公司遭受任何索賠、責任、罰款、處罰、損失或損害，則【賣方】將進行賠償並使輝瑞免受任何損害。

14-2 Pfizer may terminate the contract if [Seller] breaches any of the above Representations and Warranties. In the event of termination, [Seller] shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and [Seller] shall be liable for damages or remedies as provided by law. Further, [Seller] will indemnify and hold Pfizer harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of [Seller]'s failure to comply with its obligations under this Agreement.

15. 本訂單所涉及的條款以英文和中文書寫，如有出入，以中文為準。

15. The terms and conditions of this order are written in English and Chinese. In case of any discrepancy, the Chinese version shall prevail.

#### **附件一：輝瑞的國際反賄賂和反腐敗商業原則**

輝瑞在美國或海外開展業務過程中有著禁止賄賂和腐敗的長期政策。輝瑞本著誠信的態度，並依據所有適用的法律和法規以符合道德和法律標準的方式處理業務。我們期待與輝瑞有業務關係的諮詢公司、代理公司、代理商或代表我們的其他公司和個人（以下簡稱“業務夥伴”）以及代表我們業務夥伴的那些公司和個人（例如轉包商）作出相同的承諾。

#### **賄賂政府官員**

大多數國家/地區都頒佈有法律，禁止向政府官員支付、提供或許諾任何款項或有價物品（無論以直接方式或間接方式），以試圖影響政府官員在授予或保留業務時的行為或決策。

“政府官員”應寬泛解釋為或意指：

- (i) 任何推選出的或指派的政府官員（例如，政府部門的立法者或成員）；
- (ii) 任何員工或代表政府官員工作的個人、代理商或執行政府職能或歸政府所有或受控於政府的企業（例如公立政府醫院雇用的醫療保健專業人員或公立大學雇用的研究人員）；
- (iii) 任何政黨官員、公職候選人、職員或者為政黨或公職候選人行事或代表他們的員工或個人；
- (iv) 為國際公共組織行事或代表他們的任何員工或個人；
- (v) 王室的任何成員或軍隊成員；以及
- (vi) 按照法律被歸類為政府官員的任何個人。

“政府”指政府的所有級別機構和分支機構（例如本地、地區或國家級別政府機構，以及行政、立法或執法機構）。

由於此“政府官員”定義涉及面非常廣，因此業務夥伴很可能會代表輝瑞就其日常業務運作與政府官員來往。例如，政府所屬醫院雇用的醫生也可被認作“政府官員”。

美國《海外反腐敗法》（簡稱“FCPA”）禁止提供、允諾或批准向非美國政府官員提供款項或任何有價物品，意在令該公職人員以不恰當或不道德的方式實施或做出協助該公司獲取或保留業務的任何政府行為或相關決定，或者以其他方式獲取不正當利益。FCPA 還禁止公司或個人利用其他公司或個人從事此類活動。作為一家美國公司，輝瑞必須遵守 FCPA 並對業務夥伴在全球任何地方進行的活動的結果負有責任。

#### **管理與政府和政府官員來往的反賄賂和反腐敗原則**

業務夥伴必須傳達其與政府和政府官員來往的相關事宜，並在其與政府和政府官員來往過程中遵守以下原則：

- 業務夥伴以及代表其與輝瑞協作的那些公司或人員不得直接或間接支付、允諾或批准支付腐敗賄賂款項或向任何政府官員提供任何有價物品，以引誘政府官員執行或做出幫助輝瑞獲取或保留業務的相關行為或決定。業務夥伴以及代表其與輝瑞協作的那些公司或人員不得向政府官員支付款項或提供任何物品（無論這些物品是否有價）或好處，將其作為對此類政府官員批准、補償、指示或購買輝瑞產品的不恰當誘因，以影響臨床試驗的結果，或者以其他方式使輝瑞的業務活動不正當牟利。
- 在實施與輝瑞相關的活動時，業務夥伴以及代表其與輝瑞協作的那些公司或人員必須理解和遵守任何當地法律，法規或運作流程（包括政府實體（例如政府所有的醫院或研究機構）的要求），在提供給政府官員的補償、財政支持、捐款或禮物方面施加限制、約束或公開義務。如果業務夥伴不確定與政府官員來往的含義以及所適用的任何標明的限制、約束或公開要求，則該業務夥伴應在進行此類來往前與其輝瑞主要聯絡人進行諮詢。
- 業務夥伴以及代表其與輝瑞協作的那些公司或人員不得提供好處費。“好處費”是支付給政府官員的少量酬勞，目的是確保和加快例行非隨意性政府行為。好處費的示例包括支付好處費以加快應該按照正常順序獲得執照、許可或簽證的過程在業務夥伴或代表其與輝瑞協作的人員收到或意識到有人申請或要求與輝瑞工作相關的好處費或賄賂時，該業務夥伴應在進行任何進一步行動前立即向其輝瑞主要聯絡人報告此類申請或要求。

#### **商業賄賂**

貪污受賄也可發生在非政府部門的商業對商業關係中。大多數國家/地區頒佈有法律，禁止提供、允諾、給予、請求、接收、收受或同意接受金錢或任意有價物品以交換獲得不正當的商業利益。禁止行為示例包括但不限於提供貴重禮物、過度的接待、回扣或投資機會，從而不正當地引發商品或服務的購買行為。輝瑞同事不得提供、給予、請求或接受賄賂，並且我們期望我們的業務夥伴以及代表其與輝瑞協作的那些公司或人員也遵守相同的原則。

## 約束與私人企業和輝瑞同事來往的反賄賂和反腐敗原則

業務夥伴必須傳達其與私人企業和輝瑞同事來往的相關事宜並在其與私人企業和輝瑞同事來往過程中遵守以下原則：

- 業務夥伴以及代表其與輝瑞協作的那些公司或人員不得直接或間接支付、允諾或批准支付腐敗賄賂款項或向任何個人提供任何有價物品，以影響該人員向輝瑞提供不合法的業務利益。
- 業務夥伴以及代表其與輝瑞協作的那些公司或人員不得直接或間接請求、同意接受或接收作為任何款項或有價物品，以促使為輝瑞舉行的商業活動不正當獲利。
- 輝瑞同事不得接收來自業務夥伴以及代表其與輝瑞協作的那些公司或人員的禮物、服務、額外津貼，款待或者超出實質或名目價值的其他物品。此外，僅在極個別情況下或僅在恰當的送禮情況下允許接受價值不是很高額的禮品。

## 報告疑似或實際發生的違反情況

同時也期望業務夥伴以及代表其與輝瑞協作的那些公司或人員報告違反這些國際反賄賂或反腐敗原則或法律的情況。此類報告可以提供給業務夥伴在輝瑞的主要連絡人，或者如果業務夥伴願意，也可以通過電子郵件提供給輝瑞的合規部門（郵寄地址為 [corporate.compliance@pfizer.com](mailto:corporate.compliance@pfizer.com)）或致電 1-212-733-3026。

## ***Attachment 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.

### ***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](mailto:corporate.compliance@pfizer.com) or by phone at 1-212-733-3026.

## 附件二、協力廠商年度法規遵循證明

如果 MAPP 《我的反貪腐政策及流程》 有規定，則協力廠商必須提供以下證明：

本人特此證明：

1. 【本人/賣方實體】已經收到輝瑞公司的《國際反賄賂和反貪腐原則》，且已經將這些原則傳達給代表【本人/賣方】為輝瑞工作的所有人，包括代理或分包商；
2. 根據輝瑞公司的《國際反賄賂和反貪腐原則》中的規定，代表【本人/賣方】為輝瑞公司工作的【本人/賣方實體】或任何代理或分包商均未向政府官員或任何其他人士支付任何款項或提供或供應任何物品或好處，以影響該政府官員或個人的行為或決定，從而幫助輝瑞公司不當地獲得或保留業務或獲得不當業務優勢。例如，這包括誘使該政府官員或個人來批准、報銷、訂購或購買輝瑞公司的產品，影響臨床試驗的結果，或以其他方式使輝瑞公司的業務獲得不當地得利；
3. 代表【本人/賣方】為輝瑞公司工作的【本人/賣方實體】或任何代理或分包商均未曾接受任何作為誘因的款項、物品或利益（不論是何等價值），以使輝瑞公司不當地獲得或保留業務或獲得不當商業優勢；
4. 【本人/賣方】已根據要求將為輝瑞公司完成的與盡職調查問卷中發現的【本人/賣方】或任何個人或其家屬相關的盡職調查問卷中任何答案的變更告知給輝瑞公司；以及
5. 根據與輝瑞公司的協定中所要求的內容，由輝瑞公司指定的任何代表【本人/賣方】的個人已經接受輝瑞公司提供的反貪腐培訓。

【公司名稱：\_\_\_\_\_】

姓名：

職務：

日期：

## Attachment 2: Seller Annual Compliance Certification

The following certification must be completed by a Seller where required by MAPP:  
I hereby certify:

1. [I have/Seller Entity has] been provided with a copy of Pfizer's International Anti-Bribery and Anti-Corruption Principles and [have/has] communicated such Principles to all persons acting on [my/its] behalf in connection with work for Pfizer, including agents or subcontractors;

2. Neither [I/Seller Entity] nor any agent or subcontractor acting on [my/Seller Entity's] behalf in connection with work for Pfizer, has made any payments or offered or provided any item or benefit to a Government Official, as defined in Pfizer's International Anti-Bribery and Anti-Corruption Principles, or to any other person, to influence such Government Official or person to perform any act or make any decision to help Pfizer improperly obtain or retain business or gain an improper business advantage. For example, this includes any inducement for such Government Official or person to approve, reimburse, prescribe, or purchase a Pfizer product, to influence the outcome of a clinical trial, or otherwise to benefit Pfizer's business activities improperly;
3. Neither [I/Seller Entity] nor any agent or subcontractor acting on [my/Seller Entity's] behalf, in connection with work for Pfizer, has accepted any payment, item, or benefit, regardless of value, as an inducement for Pfizer to improperly obtain or retain business or to gain an improper business advantage;
4. [I have/Seller Entity has] informed Pfizer of any changes to any responses in the due diligence questionnaire completed for Pfizer with respect to [myself/the Seller Entity] or any individuals identified in the due diligence questionnaire or their Family Relatives, as defined therein; and
5. To the extent required by agreement with Pfizer, any persons acting on [my/ Seller Entity 's] behalf, as determined by Pfizer, have completed anti-corruption training provided by Pfizer.

[COMPANY NAME: \_\_\_\_\_]

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_