

PURCHASE ORDER

FIRST: PURPOSE. By virtue of this Service Purchase Order (hereinafter referred to as the "Order"), the SERVICE PROVIDER (identified on the obverse of this document) undertakes to provide PFIZER S.R.L. (hereinafter referred to as "PFIZER") the services specified on the obverse of the Order (hereinafter referred to as the "Services") under the terms and conditions contained herein and under the modality of Independent Services so that they are rendered in full technical, financial, executive and administrative autonomy without any subjection whatsoever or work relationship created between the SERVICE PROVIDER AND PFIZER. Likewise, PFIZER shall not undertake to maintain the exclusivity with the SERVICE PROVIDER and shall be fully free to contract other third parties for the provision of services similar to those under this Order. **SECOND: SERVICE PRICE.** As consideration for the Services provided, PFIZER shall pay the SERVICE PROVIDER the amounts applicable in each case and related to the Order. **THIRD: REPORTS AND FINDINGS.** Any reports and material and information developed by and/or any work prepared for PFIZER by the SERVICE PROVIDER in relation to the provision of the Services maintained between PFIZER and the SERVICE PROVIDER shall be exclusively owned by PFIZER. **FOURTH: INTELLECTUAL PROPERTY.** The SERVICE PROVIDER shall immediately disclose to PFIZER any invention, trademark, material which can be registered as intellectual or commercial property, ideal or plan to which it has accessed by virtue of the Services provided hereunder. Such invention and/or right which could be patented, such trademark and material which could be registered as intellectual or commercial property, such idea or plan shall be the sole property of PFIZER. The SERVICE PROVIDER shall obtain PFIZER's prior written consent to make any presentations and/or publications related to the Services to be provided to PFIZER under the present document as well as to disclose any information provided by PFIZER to the SERVICE PROVIDER hereunder. In its sole discretion, PFIZER shall have the right to grant or deny the above-mentioned consent. **FIFTH: CONFIDENTIAL INFORMATION.** The SERVICE PROVIDER agrees to treat and maintain any information granted to it or accessed by it as a result of the provision of the Services as confidential and shall not make use of it or disclose it to others without the prior written consent of PFIZER. The SERVICE PROVIDER agrees that it shall not use, publish, disclose and/or divulge – neither directly nor indirectly – the Confidential Information it may access to by virtue of the provision of the Services. The term "Confidential Information" shall mean any information owned by PFIZER and/or its subsidiaries which has not been revealed to the public, including the information that PFIZER and the SERVICE PROVIDER may confide in one another. The SERVICE PROVIDER agrees that it shall not duplicate any material containing Confidential Information and shall return all such information to PFIZER after the completion of the provision of the Services hereunder. The confidentiality obligation shall be effective for five (5) years after the termination, expiration and/or cancellation, for whatever reason, of the provision of the Services. Any information available to the public on a legal basis shall not be considered confidential. The SERVICE PROVIDER shall not own or purchase any property right, title or interest in the Confidential Information. The SERVICE PROVIDER shall be responsible for any and all damages derived from the failure to fulfill this obligation of confidentiality of its personnel or of any individual or third party used to provide the Services. **SIXTH: PERSONAL DATA PROTECTION.** The SERVICE PROVIDER agrees to strictly comply with that set forth under the Personal Data Protection Act No. 25326 and shall hold PFIZER harmless and indemnified from and against any claims made by any third party under the provisions in this regard. In relation to the foregoing, the SERVICE PROVIDER shall not assign, market, share with or transfer to any third party any personal data obtained from or as a result of the services provided hereunder without the prior consent of PFIZER. The SERVICE PROVIDER shall ensure to PFIZER that all data obtained as a result of the provision of the Services shall be used solely and exclusively to perform and fulfill said Services. Likewise, the SERVICE PROVIDER shall ensure PFIZER that it will strictly comply with any and all existing data protection legislation, particularly in connection with the adoption and observance of security measures, protection of professional secrecy and confidentiality of information; said obligation shall survive the termination of the commercial agreement as established under section 10 of Act No. 25.326, and the duty of registering any databases that should be created as a result of the Services provision. The SERVICE PROVIDER shall be responsible for any claim made by any third party (i.e. any individual or legal entity other than the SERVICE PROVIDER and PFIZER) as a result of the Services in connection with any improper treatment of data, including but not limited to, any claim for damages, compensations of any kind and/or settlement of attorney fees or fines or penalties of any kind which may be applied by the Dirección Nacional de Datos Personales (National Personal Data Office). **SEVENTH: PERSONNEL.** The SERVICE PROVIDER agrees and ensures that in relation to the Services provision it shall have the necessary personnel and its own elements in order to properly provide the agreed Services. The SERVICE PROVIDER shall be responsible for hiring the necessary personnel at its cost for the performance of the tasks related to the provision of the Services (hereinafter referred to as "Contract Employees") without any involvement whatsoever of PFIZER. In this line, the employment relationship shall solely exist between the SERVICE PROVIDER and the Contract Employees without any involvement or responsibility whatsoever of PFIZER in this respect. The Contract Employees shall maintain the employment relationship solely with the SERVICE PROVIDER in such a way that PFIZER shall not be considered employer or substitute employer, neither shall PFIZER be responsible in any way whatsoever for such relationship. The SERVICE PROVIDER for its part shall hold PFIZER harmless and indemnified from and against any eventual claims arising out of or related to the Contract Employees. **EIGHTH: SERVICE PROVIDER DECLARATION.** By accepting this Order after issuing the corresponding invoice, the SERVICE PROVIDER declares and ensures PFIZER that: (i) It will discharge its duties hereunder with due professional care and in full compliance with industry standards, applicable laws and regulations, and any other regulatory requirement in force in Argentina, as well as in line with Pfizer's internal policies, including, but not limited to, "Pfizer's International Anti-Bribery and Anti-Corruption Guidelines," which the Service Provider declares to know and accept and are an integral part of this Order; (ii) It does not have any kind of contractual or legal restriction to enter into this Order and discharge its obligations hereunder; (iii) If it requires by local applicable legislation or regulations or by accepted industry standards, and by any other legal requirement in force, it has duly notified the relevant government agencies and organizations of this Order in writing and prior to signing it; (iv) It owns the license or is registered, authorized or qualified in accordance with local laws, regulations, policies and administrative requirements, to provide the goods and services comprised in this Order and no regulation or other obligation prohibits the Service Provider to provide said goods or services; (v) It has not offered or paid, and will not offer or pay in the future, directly or indirectly, and will not authorize the offering of a payment of money or any valuable items to influence any Government Official or any other person for the purpose of allowing PFIZER to obtain or retain business improperly or gain an undue business advantage, and has not accepted and will not accept in the future any payments of such nature; (vi) It has received a copy of Pfizer's International Anti-Bribery and Anti-Corruption Guidelines, and has communicated said Guidelines to all the persons acting on its behalf with regard to work for PFIZER, including its agents or subcontractors; (vii) All the information provided in connection with PFIZER's Anticorruption Due Diligence is full, true and correct, and the Service Provider undertakes to inform Pfizer in the event there are any changes, during the term of the provision of the Services, in any of the answers given in the due diligence questionnaire regarding the Service Provider or any individual identified on the due diligence questionnaire or their Family members; (viii) (a) it will provide true, full and correct documentation that supports, with reasonable detail, the work performed, and any expense incurred; (b) will keep true, full and correct invoices, reports, statements, books and other records, and (c) will obtain PFIZER's prior authorization in writing for any extraordinary expenses required; (ix) During the term of the provision of the Services and for three years after the final payment hereunder, it will make available to PFIZER's internal and external auditors any relevant books, documents, papers and records of the Service Provider including transactions related to the provision of the Services. When the provision of Services includes clinical trials, the contract will include acceptable protections to ensure confidentiality; (x) If applicable, it will complete and submit to PFIZER the Annual Third-Party Compliance Certification, on an annual basis, in accordance with the certification form attached hereto, at PFIZER's request; (xi) If applicable, it accepts that at PFIZER's request, any individual acting on its behalf in relation to work performed for Pfizer will complete the anti-corruption training provided by PFIZER, and will notify PFIZER of any individual requiring such training, at the time of the provision of the Services and during the term of the provision of Services; (xii) If applicable depending on the nature of the services, it accepts to observe PFIZER's My Anticorruption Policy and Procedures (MAPP) regarding its performance hereunder, including requesting the applicable employees of the Service Provider, as determined by PFIZER, to undergo anti-corruption and/or MAPP training provided by PFIZER. **NINTH: MISCELLANEOUS.** (i) This Order fully rules the existing legal relationship between the SERVICE PROVIDER and PFIZER in relation to the purpose hereunder and supersedes any other agreement previously signed unless a written contract is in effect and so it shall prevail; (ii) PFIZER shall have the right to unilaterally terminate the relationship with the SERVICE PROVIDER without the need to account for such action and without that granting any rights to the SERVICE PROVIDER for it to make any compensatory claims whatsoever, provided PFIZER gives written notice within at least thirty (30) days before termination date takes effect. Likewise, PFIZER may terminate the relationship with the SERVICE PROVIDER automatically, serving notice to the SERVICE PROVIDER, in the event of failure by the SERVICE PROVIDER to honor any of the Representations and Warranties mentioned herein. In the event of such termination, the SERVICE PROVIDER will not be entitled to any further payment, including but not limited to any activities undertaken or third-party agreements entered into prior to termination, and the SERVICE PROVIDER will be liable for any damages according to the law. Furthermore, the SERVICE PROVIDER shall indemnify and hold PFIZER harmless of any claim, liability, fine, penalty or damage arising from failure by the SERVICE PROVIDER to meet its obligations hereunder and (iii) PFIZER shall have the right to change this Order, fully or partially, when it deems necessary.

Pfizer's International Anti-Bribery and Anti-Corruption Guidelines

Pfizer has a longstanding corporate policy that prohibits bribery and corruption when doing business in the USA and abroad. Pfizer is committed to performing 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 and 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 the delivery of anything of value (directly or indirectly) to a Government Official in order to influence an official act or decision to award or retain business.

"Government Official" is broadly interpreted and includes:

- any elected or appointed government official (e.g. a legislator or a member of a ministry of government);
- any employee or person acting for or on behalf of a Government Official, agency, or enterprise performing a governmental function or owned by or under control of a Government (e.g., a healthcare professional employed by a government hospital or a researcher employed by a state university);
- any member of a political party, candidate for public office, officer, employee or person acting for or on behalf of a political party or candidate for public office;
- any employee or person acting for or on behalf of a public international organization;
- any member of a royal family or member of the armed forces;
- any individual otherwise qualifying as Government Official in accordance with the law.

"Government" is meant to include 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" under Pfizer's policies.

The U.S. Foreign Corrupt Practices Act of 1977 (the "FCPA") prohibits making, promising, or authorizing the making of a payment or providing anything of value to a non-U.S. government official to improperly or corruptly induce that official to make any governmental act or 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 of the foregoing 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 Guidelines 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 make any governmental act or 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 to or offer a government official any item or benefit, regardless of value, as an improper inducement for such government official to approve, reimburse, prescribe, or purchase a Pfizer product, to influence the outcome of a clinical trial, or otherwise improperly benefit Pfizer's business activities.
- When conducting activities in connection with Pfizer, Business Associates, and those acting on their behalf in connection with work for Pfizer, need to understand and abide by any local laws, regulations, or operating procedures (including requirements imposed by government entities such as government-owned hospitals or research institutions) that impose limits, restrictions, or disclosure requirements 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 undertaking their activities.
- 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, unofficial 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, the provision of inappropriate gifts or hospitality, kickbacks, or investment opportunities offered 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 Guidelines 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 the making of a corrupt payment or provide anything of value to any person to induce 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 inducement 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 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 an Associate prefers, to Pfizer's Compliance Group by e-mail at corporate.compliance@pfizer.com or by phone at 1-212-733-3026.

Third Party Compliance Certification

I do hereby certify that:

- I have been provided with a copy of Pfizer's International Anti-Bribery and Anti-Corruption Guidelines, and I have communicated said Guidelines to all the persons acting on my behalf in connection with any work for Pfizer, including agents or subcontractors;
- Neither I nor any agent or subcontractor acting on my behalf in connection with any work for Pfizer, have made any payments or offered or provided any benefit or item, regardless of value, as an inducement to help Pfizer obtain or retain business improperly or gain an undue business advantage;
- Neither I nor any agent or subcontractor acting on my behalf in connection with any work for Pfizer, have accepted any payments, benefit or item, regardless of value, as an inducement to help Pfizer obtain or retain business improperly or gain an undue business advantage;
- I have reported to Pfizer any change in any of the answers to the due diligence questionnaire completed by Pfizer regarding me or any individual identified in the due diligence questionnaire or their family members, as defined therein; and
- To the extent required by the agreement with Pfizer, any individual acting on my behalf, as determined by Pfizer, has completed the anti-corruption training provided by Pfizer.

For EDUCATIONAL GRANT, CORPORATE SPONSORSHIP OR BUSINESS DONATION as described in the Order, the Recipient Entity of the Order by accepting this support from Pfizer, agrees that:

- The financial support from Pfizer will not cause your entity and, to your knowledge, any individuals affiliated with your entity or this support, to do anything that would result in Pfizer improperly obtaining or retaining business or gaining any improper business advantage;
- Neither your entity nor, to your knowledge, any individuals affiliated with your entity or this support, will use any portion of the financial support from Pfizer to directly or indirectly offer or pay 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, have not accepted, and will not accept in the future, such a payment;
- If the support is an educational grant or otherwise to support an educational program, your entity agrees to disclose the fact that Pfizer is providing financial support for the educational program;
- Pfizer may at any time publicly disclose that it has provided you with financial support, including the amount of such support; and
- Pfizer will be entitled to revoke or suspend any financial support if Pfizer learns that your entity or any individuals affiliated with your entity or this support has used or intends to use any portion of the support to improperly seek to influence any Government Official or any other person in order to obtain or retain business or gain a business advantage.

If you cannot agree to any of the terms above, please contact your Pfizer contact immediately. Pfizer is committed to supporting organizations like yours and we thank you for your cooperation.