

PURCHASE ORDER TERMS AND CONDITIONS

Pfizer Pharmaceuticals Korea Limited ("Pfizer") hereby retains the supplier ("Supplier") set forth in the order form into which these terms and conditions are incorporated by reference (including attachments thereto, the "Order Form") on the terms and conditions hereinafter stated (including terms and conditions that are incorporated herein by reference, the "Purchase Order Terms and Conditions," and together with the Order Form, the "Purchase Order") to supply the materials, supplies, items or equipment (the "Products") and/or perform the services (the "Services"), as the case may be, described in the Order Form. Nothing in this Purchase Order shall be interpreted to prevent Pfizer from obtaining from any other third party, or providing to itself, any or all such Products or Services.

In the event of a conflict or inconsistency between any of the provisions of this Purchase Order and any of the provisions of a written agreement between Pfizer and Supplier ("Agreement") covering the subject matter of this Purchase Order, the provisions of the Agreement shall govern and supersede any such conflicting or inconsistent provisions of this Purchase Order. 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 Supplier and any different or additional terms and conditions. In the event of a conflict or inconsistency between any of the provisions of the Purchase Order Terms and Conditions and any provisions of the Order Form covering the subject matter of this Purchase Order, the provisions of the Purchase Order Terms and Conditions shall govern and supersede any such conflicting or inconsistent provisions of the Order Form.

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

1. PRICE; INVOICING; PAYMENT

(a) Price. The price for the Products shall, as applicable, cover the net weight of the Products, and no extra charge of any kind, including charges for boxing, packaging or crating, shall be allowed unless specifically agreed to in advance in writing by Pfizer. The price for Services shall cover all activities required to perform the Services as contemplated in this Purchase Order.

(b) Taxes. The amounts stated on the Order Form include all taxes except Value Added Tax, if applicable. Notwithstanding the foregoing, each of Pfizer and Supplier shall bear sole responsibility for all taxes of any kind imposed by a governmental authority, directly on said party.

(c) Invoice; Payment; Billing Disputes. Unless otherwise specified by Pfizer, Supplier shall invoice Pfizer for the Products or Services provided under this Purchase Order only after the Products or the Services are received by Pfizer. Final payment shall not be made until the Products or Services provided meet the requirements specified in this Purchase Order. All invoices shall be payable within ninety (90) days of their receipt by Pfizer unless disputed in good faith or otherwise agreed in writing; provided, however, that the ninety (90) days payment term may be extended by additional fifteen (15) days if needed by Pfizer as a result of technical issues or otherwise. However, notwithstanding anything to the contrary contained herein, Pfizer shall pay Supplier within 60 days from the date Pfizer has received the relevant Products or Services in accordance with the Act on the Promotion of Mutually Beneficial Cooperation between Large Enterprises and Small and Medium Enterprises, if (a) the Supplier is a "Small-Medium Enterprise," as defined in the same Act, and (b) the transaction contemplated hereunder shall be deemed "Transaction Effected on Consignment and Commission," as defined in the same Act. 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. Any such billing disputes shall not be cause for Supplier's nonperformance of Services and/or non-delivery of Products, as the case may be, under this Purchase Order. Payment by Pfizer shall not result in a waiver of its rights under this Purchase Order. Further, Supplier shall perform its obligations under this Purchase Order in a manner that meets or exceeds the service levels, if any, set forth in this Purchase Order. If Supplier fails to meet any such service levels, Supplier shall perform a root cause analysis of such failure and shall promptly take corrective actions. Additionally, in the event of any such failure, Pfizer shall receive the service level credits, if any, set forth in this Purchase Order. Service level credits shall not be deemed Pfizer's sole and exclusive remedy for any failure by Supplier to achieve service levels. In order to be eligible for reimbursement by Pfizer of reasonable out-of-pocket travel and travel-related expenses incurred by or any of the employees, contractors, subcontractors or agents of Supplier and its subcontractors (collectively, "Supplier Personnel") in providing the Products and/or Services hereunder, all such expenses incurred by Supplier: (i) must have been pre-approved by Pfizer in writing prior to the date such expenses are incurred; and (ii) must be in compliance with Pfizer's travel and entertainment guidelines provided to Supplier, as supplemented and/or amended from time to time. All fees and expenses shall be invoiced to Pfizer by Supplier and shall set forth in reasonable detail the basis for the charges reflected therein.

2. DELIVERY; CANCELLATION; INSPECTION; ACCEPTANCE

(a) Product Delivery. Supplier shall be responsible for packaging, loading and shipping the Products in accordance with any packaging specifications, shipping methods and other related requirements set forth in this Purchase Order or otherwise communicated in writing to Supplier by Pfizer. If no such specifications, methods or requirements are so specified, Supplier shall be responsible for packaging, loading and shipping the Products in a manner sufficient to prevent damage and loss to the Products during shipment. Shipments must equal quantity ordered, unless otherwise agreed to by Pfizer in writing. Supplier shall provide a packing list to Pfizer (which shall be securely attached to the outside of the package) for all shipments referencing this Purchase Order number. Unless otherwise specifically provided for herein, Supplier shall be responsible for freight and delivery to the destination specified on the applicable Order Form. All freight and delivery charges will be borne by Supplier, unless specifically agreed to in advance, in writing by Pfizer. Provided Pfizer agrees to accept such freight and delivery charges in advance, the amount allocated for product freight delivery will be separately stated on the Order Form and any related invoice, and all amounts shown will include all packaging, loading and shipping applicable to the Products or Services sold or provided under this Purchase Order or the materials used in connection therewith. Under no circumstances will Supplier include in such charges, or will Pfizer bear, additional or charges related to the freight and delivery of covered Products and/or Services, including, but not limited to, fuel surcharges, energy surcharges, or seasonal surcharges, whether originated by Supplier or on behalf of any third party. Notwithstanding any provision in this Purchase Order to the contrary, Supplier shall bear all risks of loss and damage to the Products until final acceptance by Pfizer at Pfizer's "ship to" destination specified on the applicable Order Form. Further, Supplier shall bear the same risks with respect to any Products rejected by Pfizer or as to which Pfizer has revoked its acceptance, in accordance with the Purchase Order, from the time of such rejection or revocation.

(b) Material Safety Data Sheets. Supplier shall provide to Pfizer all information related to the safety, safe handling, environmental impact, and disposal of the Product including, without limitation, material safety data sheets. Supplier shall promptly deliver to Pfizer, as it becomes available to Supplier, any updates or amendments to the information provided pursuant to this Section and any new information relating to the safety, safe handling, environmental impact, or disposal of the Product.

(c) Cancellation. The delivery of Products and/or Services shall strictly comply with the delivery date or delivery schedule, if any, specified by Pfizer. If at any time it appears that Supplier will not meet such delivery date or schedule, Supplier shall promptly notify Pfizer in writing of reasons for, and the estimated duration of, the delay. If requested by Pfizer, Supplier shall ship delayed Products by means to avoid or minimize delay to the maximum extent possible, any added cost to be borne by Supplier. In addition to its other remedies, Pfizer reserves the right to cancel all or any part of any Purchase Order

for the undelivered Products or unperformed Services if Supplier does not deliver the Products or perform the Services as specified in this Purchase Order.

(d) Changes. Supplier acknowledges and agrees that Pfizer may provide Supplier with a written request for changes to the Services and/or Products, as the case may be, from time to time. Pfizer and Supplier shall review all such requests to determine the effect, if any, such requested changes may have upon fees payable, delivery schedule, and other terms and conditions of this Purchase Order. If Pfizer elects to implement such changes after such effects have been assessed, the parties shall enter into a written agreement signed by both parties that describes such changes, which agreement shall constitute an amendment to this Purchase Order.

(e) Inspection: Acceptance of Products and Services. All Products or Services delivered or performed shall be subject to final review, inspection and acceptance by Pfizer, notwithstanding any payment or initial inspections. Acceptance of Products and Services shall occur when the Products or Services delivered under this Purchase Order have been inspected by Pfizer and determined to meet the requirements specified in this Purchase Order. Pfizer shall make such inspection within a reasonable period of time (not to exceed ninety (90) days) after the applicable Products have been delivered or Services completed by Supplier. For the avoidance of doubt, there shall be no time restrictions applicable to Pfizer's provision of notice of rejection of any Product with respect to any latent defects, which shall include any defects that may not be detected by Pfizer through standard inspection and testing of a Product sample or that may affect only a portion of Product. If the Products or Services do not meet such requirements, Pfizer shall give Supplier detailed written notification of the deficiency or non-conformance and a direction to Supplier to promptly (and in any event within thirty (30) days): (i) repair, replace or re-perform the deficient or non-conforming Products or Services; or (ii) refund to Pfizer all fees paid by Pfizer hereunder for the deficient or non-conforming Products or Services and those Products or Services that are dependent on such deficient or non-conforming Products or Services. Any such corrected Products or Services shall be subject to the same inspection and acceptance terms provided for in this Section 2(e). If Pfizer directs Supplier to repair, replace or re-perform the deficient or non-conforming Products or Services and Supplier fails to complete same within thirty (30) days after Pfizer's direction, then Supplier shall refund to Pfizer all fees paid by Pfizer hereunder for the deficient or non-conforming Products or Services and those Products or Services that are dependent on such deficient or non-conforming Products or Services. Inspection and acceptance of any Products or Services by Pfizer shall not affect Supplier's warranties or Pfizer's remedies under Section 6(a) below. The foregoing shall not be construed to limit or exclude any other rights or remedies of Pfizer at law or in equity.

3. ENVIRONMENTAL, SAFETY AND INDUSTRIAL HYGIENE MATTERS

With respect to all environmental, safety and industrial hygiene matters related to Supplier's activities in providing Products and/or Services to Pfizer, Supplier shall: (a) inform Pfizer promptly of any significant adverse event (e.g., fires, explosions, accidental discharges) that have affected or have the potential of affecting (i) the quality of the Products and/or Services to be delivered and/or (ii) any Pfizer facility, property or asset; (b) inform Pfizer promptly of any allegations or findings of violations of applicable global, national, local, foreign and other laws, rules and regulations, ordinances, decrees, orders, codes and requirements (including, but not limited to, any requirements for consents, permits, certificates, approvals and inspections), as the same are promulgated, supplemented and/or amended from time to time ("Laws") that have affected or have the potential of affecting (i) the quality of the Products and/or Services to be delivered and/or (ii) any Pfizer facility, property or asset; and (c) implement promptly any corrective action which may be reasonably requested by Pfizer, including, without limitation, adhering to reasonable and significant elements of the environmental, safety and industrial hygiene program adhered to by Pfizer in its own operations.

Supplier shall have and implement a documented, comprehensive environmental policy which addresses, among other things, its ongoing commitment to environmental protection, sustainability, pollution prevention, waste reduction, and energy and water efficiency. As requested by Pfizer, Supplier shall provide Pfizer with evidence of implementation of such policy and any updated information regarding Supplier's environmental policies, practices, and the environmental attributes and any third

party certifications of the Products and/or Services or any materials used in connection therewith. All information provided pursuant to this Section 3 is, or shall be, complete, truthful and accurate. In the event this Purchase Order is for Products and/or Services for which Seller has alternatives that generate less waste or pollution, are less toxic or hazardous, consume fewer materials or less energy, water or chemicals in their production, packaging, use and disposal, or that otherwise have a reduced environmental impact as compared to the Products and/or Services described on the Order Form (collectively, "Sustainability Options"), Supplier shall promptly notify Pfizer of such option(s). Supplier shall discuss with Pfizer the feasibility and cost implications of any of the foregoing alternate Sustainability Options and shall provide such options if and as directed by Pfizer.

4. PRIVACY AND INFORMATION SECURITY

Supplier acknowledges that it may retain various types of personal information (as such term is defined under the Personal Information Protection Act (the "PIPA") provided by Pfizer (including without limitation the personal information of Pfizer's employees, suppliers, physicians and patients) ("Personal Information") in order to perform the Services under this Purchase Order. In the event Supplier collects, generates, records, stores, possesses, processes, edits, searches, prints out, corrects, restores, uses, provides, discloses or destroys any Personal Information or otherwise conducts any act similar to the foregoing in connection with the services delegated hereunder (collectively hereinafter referred to as "process"), Supplier shall neither process such Personal Information for any purpose other than to perform its obligations under this Purchase Order nor provide any third party with such Personal Information. In addition, Supplier agrees to comply with the following requirements:

(a) Right to Access and Use. Supplier agrees that (i) all Personal Information is and remains the exclusive property of Pfizer and (ii) it shall process the Personal Information provided pursuant to the Services solely as necessary to perform such services and as directed by Pfizer.

(b) Obligation to Comply with Laws and Regulations and Obtain Consent. In processing any Personal Information, Supplier shall comply with the applicable Laws, and in the event that Supplier is required to receive consent of the subject of the Personal Information, Supplier shall obtain such consent through appropriate procedures as required under the applicable Laws.

(c) Measures to Protect Personal Information. Supplier shall take each of the following measures in order to protect the Personal Information: (i) establishment and implementation of internal control plans to safely process Personal Information; (ii) access controls on the Personal Information as well as other measures to manage/restrict access to Personal Information; (iii) encryption technologies to safely store and transmit Personal Information and other equivalent measures; (iv) measures to retain, and prohibit forgery and alteration of, log-in records to respond to unauthorized access to Personal Information; (v) installation, update and inspection of security programs for Personal Information; (vi) measures for physically safeguarding Personal Information; and (vii) other measures notified by the Korea Communications Commission or the Ministry of Public Administration and Security.

(d) Training, Monitoring, etc. Supplier shall periodically inspect the status of Personal Information processing and provide training to its employees as to the measures to be duly considered in processing Personal Information. Pfizer may inspect the status of Supplier's Personal Information processing, and may either educate Supplier or request Supplier to educate its employees as to the processing of Personal Information, if necessary. Upon request by Pfizer, Supplier shall immediately provide Pfizer with the materials concerning the status.

(e) Provision and Destruction of Information upon Expiration. Upon termination of this Purchase Order for any reason, Supplier shall return to Pfizer all Personal Information that Supplier possesses in connection with the Services and immediately destroy the Personal Information which cannot be returned with the consent of Pfizer. After destroying or returning to Pfizer the Personal Information, as applicable, Supplier shall provide Pfizer with a letter confirming such destruction or return of the Personal Information.

(f) Leakage of the Personal Information. Upon leakage of any Personal Information processed by Supplier, Supplier shall immediately report to Pfizer the details, timing and circumstances of such leakage, and the measures necessary to minimize any damage which may occur by such leakage.

5. CONFIDENTIAL INFORMATION

(a) Supplier understands and acknowledges that, in the provision of Services or Products pursuant to this Purchase Order, Pfizer may disclose to Supplier or Supplier may otherwise obtain information that Pfizer (or any of its subsidiaries, affiliated companies, vendors or customers) considers confidential. Such information may include all information relating to the subject matter of this Purchase Order, whether furnished to or obtained by Supplier 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"). For the avoidance of doubt, any and all Personal Information made available to Supplier pursuant to the Services is deemed Confidential Information. Supplier shall keep Confidential Information strictly confidential as competitive-sensitive information. Supplier shall exercise the same degree of care for the Confidential Information of Pfizer as it uses to protect its own confidential information, but in any event, not less than reasonable care, including, without limitation, the requirements of this Purchase Order. Supplier shall not disclose Confidential Information without the prior express written consent of Pfizer to any person or entity not a party to this Purchase Order (other than as required by applicable Laws) in any manner whatsoever, in whole or in part, and shall not be used by Supplier other than in connection with the purposes permitted by this Purchase Order. Confidential Information may be disclosed by Supplier only to the directors, officers, employees and agents (including subcontractors) of Supplier who have a legitimate need to know such Confidential Information for purposes of carrying out Supplier's obligations under this Purchase Order, who have agreed to comply with confidentiality provisions for the protection of the Confidential Information no less protective than the terms of this Purchase Order, and who have been informed by Supplier of the confidential nature of the Confidential Information as well as of the confidentiality undertakings of Supplier contained herein. Supplier shall be responsible for any breach of this Section 5 caused by any such director, officer, employee or agent (including any subcontractor of Supplier).

(b) Notwithstanding the restrictions set forth above, if Supplier is required by Laws to disclose any Confidential Information, Supplier may make the required disclosure, provided that prior to making any such disclosure, Supplier shall provide Pfizer with: (i) written notice of the proposed disclosure in order to provide Pfizer with sufficient opportunity to seek a protective order or other similar order preventing or limiting the proposed disclosure; and (ii) reasonable assistance in seeking such protective order or other similar order.

(c) Upon completion or termination of this Purchase Order, and at Pfizer's written request at any time, Supplier shall promptly return to Pfizer or destroy (at Pfizer's election) all copies of all documents or other materials, in whatever form, that contain Confidential Information and are in the possession or under the control of Supplier or any Supplier Personnel and shall certify to Pfizer in writing that Supplier has done so in accordance with applicable Laws.

(d) Supplier, and for its Supplier Personnel, represents and warrants that: (i) it has adequate and appropriate controls to ensure the confidentiality, privacy, security and integrity of Confidential Information and to ensure that Confidential Information is not disclosed contrary to the provisions of this Purchase Order; (ii) it has established and/or is maintaining an appropriate administrative, technical and physical safeguards as part of an appropriate information security program as well as security measures to ensure the privacy, security, confidentiality and integrity of Confidential Information; (iii) its information security program will reasonably protect against any threats or hazards to the privacy, security, confidentiality and integrity of Confidential Information, and protect against unauthorized access to or use of Confidential Information (including, without limitation, where Confidential Information is transmitted over a network) that could result in the loss, destruction, unauthorized use, modification, or disclosure of Confidential Information, or the substantial harm or inconvenience to Pfizer or any Individual. Supplier acknowledges and agrees for itself and Supplier Personnel that Pfizer shall have the right to require additional reasonable protections related to the confidentiality, privacy and security

of Confidential Information in connection with this Purchase Order or any renewal or amendment thereof, and Supplier shall agree to such additional reasonable protections as Pfizer may reasonably require.

(e) Supplier, and on behalf of Supplier Personnel, agrees to provide to Pfizer, and as otherwise required by Laws, prompt written notice of all incidents that involve, or which Supplier reasonably believes may involve, the attempted or successful unauthorized access, use, disclosure, modification, destruction or loss of Confidential Information or interference with system operation in an information system or in any medium or format, including without limitation, paper (hard) copy documents that may affect Confidential Information in the custody, possession or control of Supplier or Supplier Personnel (each, a "Security Incident"). Such notice shall summarize in reasonable detail the impact on Pfizer and the affected Individuals of the breach or unauthorized access, use, disclosure, modification, destruction or loss of Confidential Information and the corrective action taken or to be taken by Supplier for preventative measures to prevent any future reoccurrences of such Security Incident. Supplier, at its sole expense, shall promptly take all necessary and appropriate corrective action including, without limitation, at the written request of Pfizer or any regulatory body, to provide notices to Individuals whose Confidential Information may have been affected, whether or not such notice is required by Laws, and cooperate with any regulatory investigations of, and respond to and/or defend any litigation (including any class action suits or similar proceedings) relating to such Security Incident.

(f) In the event of a Security Incident, Supplier, and on behalf of Supplier Personnel, agrees to reasonably cooperate with Pfizer in connection with Supplier's, Pfizer's and any other entity's investigation(s) and/or remediation of such Security Incident and shall not distribute any public announcements (including, without limitation, website postings and press releases) without Pfizer's prior express written approval, which shall not be unreasonably withheld. Supplier further agrees to reimburse Pfizer for all actual and reasonable costs Pfizer may incur in connection with any such investigation and remediation efforts concerning a Security Incident commensurate with the nature and level of severity of the Security Incident.

(g) In the event of a Security Incident involving the potential of personal harm or embarrassment to an Individual, Supplier, and on behalf of Supplier Personnel, agrees to provide remediation services commensurate with the nature and level of severity of such Security Incident and in accordance with applicable Laws, a minimum of which shall include: a toll-free telephone number (or where not available, a dedicated telephone number) where an affected Individual (or his/her designee or representative) may receive individual-specific assistance and information relating to the Security Incident.

(h) The obligations of Supplier (and Supplier Personnel) in this Section 5 shall be in addition to any other indemnification obligations Supplier (and Supplier Personnel) may have under the indemnification provisions of this Purchase Order. For the avoidance of doubt, these obligations may be considered indemnification obligations if necessary to make Pfizer and any affected Individuals whole. Any payments under this Section 5 shall be deemed direct damages not limited by any limitation of liability or consequential, special, punitive, indirect or special damages limitations. Further, the obligations under this Section 5 shall survive the completion of the Services or provision of Products, as well as not be limited by any arbitration, limitation of actions or other similarly limiting provisions.

(i) Supplier, for itself and Supplier Personnel, agrees that it will only collect, use, process, disclose and retain Confidential Information in the Republic of Korea and its territories, and will not transfer Confidential Information to any other country for any purpose, without the prior written authorization of Pfizer and the express written consent of each Individual to whom such Confidential Information pertains. Supplier shall comply with all provisions of this Purchase Order, including, without limitation, all Laws.

6. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS

(a) Products and Services. Supplier represents, warrants and covenants, that its performance and all Products and Services provided under this Purchase Order shall, until the earlier of twelve (12) months after first placed into service by Pfizer or eighteen (18) months after delivery (or performance) by

Supplier (or for such longer warranty period as provided by Supplier): (i) be free from defects in design, workmanship and materials; (ii) be of the kind, quantity and quality described in, and conform with, the requirements specified in this Purchase Order; (iii) be fit for the purpose intended; (iv) perform in the manner specified; (v) in the case of Services, reflect the highest standards of professional knowledge and judgment; (vi) be free of any claim of misappropriation or infringement by a third party; (vii) if the Products are software, be the most current releases generally available to third parties at the time of delivery; and (viii) comply with all other requirements of this Purchase Order.

Supplier represents, warrants and covenants, that its performance and all Products and Services provided under this Purchase Order shall, for a perpetual duration (A) be free and clear of all liens, claims and encumbrances by the date delivered to Pfizer; (B) If the Product is software, it shall not contain any (1) "back door," "time bomb," "drop dead" device or other software routine designed to disable the software automatically with the passage of time or under the positive control of any person or (2) virus, "Trojan horse," "worm" or other software routines or hardware components designed to permit unauthorized access, to disable, erase or otherwise harm the software, hardware or data, or to perform any other similar actions; (C) comply with all applicable Laws that apply to or govern the Services or Products to be provided by Supplier or any Supplier Personnel pursuant to this Purchase Order Terms and Conditions; and (D) comply with all Pfizer standard operating procedures, policies, control standards and guidelines applicable to the provision of Products or Services, each as supplemented and/or amended from time to time, including, but not limited to Pfizer's background check requirements and the "Gifts and Entertainment Policy," provided to Supplier. All Supplier Personnel shall be properly educated, trained and qualified to provide the applicable Products and/or Services and shall be properly instructed on how to use and protect Confidential Information to ensure compliance with Supplier's obligations under Section 5. Pfizer shall have the right to review the qualifications of all Supplier Personnel assigned to provide the Products and/or the Services under this Purchase Order. Pfizer shall also have the right to request the removal of Supplier Personnel Pfizer determines to be not appropriate to provide the Products and/or the Services associated with this Purchase Order.

Supplier shall, without additional cost to Pfizer, within thirty (30) days of receipt of written notification of any non-conformance with the warranties set forth above in this Section 6(a), as directed by Pfizer, correct any such non-conformance by promptly: (i) repairing, replacing or re-performing the non-conforming Products or Services; or (ii) refunding to Pfizer all fees paid by Pfizer hereunder for the non-conforming Products or Services and those Products or Services that are dependent on such non-conforming Products or Services. The foregoing shall not be construed to limit or exclude any other rights or remedies of Pfizer at law or in equity. The warranty with respect to any such corrected Products or Services shall be subject to the same terms as the warranty provided for in this Section 6(a).

Without limiting the generality of the preceding provisions of this Section 6(a), Supplier represents, warrants, and covenants that all Product shall be adequately contained, packaged, marked, labeled and registered in compliance with, and shall conform to, the requirements of all applicable Laws.

(b) No Debarment. Supplier represents, warrants, and covenants that Supplier: (i) has not been debarred by any governmental authority; (ii) is not subject to debarment by a governmental authority; or (iii) shall not use, in any capacity, in connection with the delivery of the Products or the Services performed under this Purchase Order, any person or entity who or that has been debarred, or to Supplier's knowledge, is the subject of debarment proceedings by any governmental authority. If Supplier learns that a person or entity performing on its behalf under this Purchase Order has been debarred by any governmental authority, or has become the subject of debarment proceedings by any governmental authority, Supplier shall so promptly notify Pfizer and shall prohibit such person or entity from performing on its behalf under this Purchase Order.

(c) Anti-Bribery/Anti-Corruption Breach. Supplier represents and warrants that Supplier will comply with terms and conditions set forth in Schedule A attached hereto concerning Pfizer's anti-corruption principle which prohibits making or promising or authorizing of an inappropriate payment of providing anything of value to a Government Official (as defined in the Exhibit attached thereto) to induce that

Government Official to make any governmental action or decision to assist Pfizer in obtaining or retaining business in accordance with the “U.S. Foreign Corrupt Practice Act of 1977.”

(d) Conflicts. The execution, delivery and performance of this Purchase Order by Supplier does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, and does not violate any law or regulation of any court, governmental body or administrative or other agency having authority over Supplier. Supplier is not currently a party to, and during the term of this Purchase Order will not enter into, any agreements, oral or written, that are inconsistent with its obligations under this Purchase Order.

(e) Authority. Supplier is validly existing and in good standing under the laws of the jurisdiction of its organization and has the power and authority to enter into this Purchase Order. This Purchase Order has been duly executed and delivered by Supplier and constitutes the valid and binding obligation of Supplier, enforceable against it in accordance with its terms except as enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general equitable principles. The execution, delivery and performance of this Purchase Order have been duly authorized by all necessary action on the part of Supplier, its officers and directors.

(f) No Actions Pending. There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of Supplier's knowledge, threatened against Supplier, wherein an unfavorable decision, ruling or filing would materially adversely affect the performance by Supplier of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the enforceability of this Purchase Order, or any other agreement or instrument entered into by Supplier in connection with the transactions contemplated hereby. In the event Supplier becomes aware of such action, suit or proceeding, Supplier shall immediately notify Pfizer.

(g) Cooperation/Coordination with Third Party Vendors. Supplier acknowledges that Pfizer may, during the course of this Purchase Order, work with one or more other third party consultants and service providers from time to time in connection with this Purchase Order. Supplier shall reasonably cooperate with all such third parties as Pfizer may request from time to time.

7. INDEMNIFICATION

(a) To the fullest extent permitted by applicable Laws, Supplier 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 of every kind, including liability based on contributory, vicarious, or any other doctrine of secondary liability, or character, (collectively, “Losses”) arising out of or relating to any and all claims, liabilities, liens, demands, obligations, actions, proceedings, suits, 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 or omissions of Supplier or Supplier Personnel in connection with the provision of the Services or Products under this Purchase Order; (ii) any individual's (including any Supplier Personnel's) prospective, then-current or former employment by Supplier, including (A) any claim arising under occupational health and safety, worker's compensation, or other applicable Laws, (B) any claim based on or arising out of any theory that Pfizer is an employer or joint employer of any Supplier Personnel, (C) any claim arising out of any termination or separation from Supplier; and (D) any claim arising out of Supplier's failure to pay any of its Personnel (iii) a breach by Supplier of the representations, warranties, covenants, and any other provisions set forth in this Purchase Order Terms and Conditions, including, but not limited to, any confidentiality, privacy and/or security obligation stated in Section 5 above and the obligations to comply with Laws; (iv) any claim charging that Supplier'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 (as defined in Section 11 below) or breach of a confidential relationship (v)

injury to or death of any person or damage to any property resulting from and/or caused by Supplier or its Personnel in connection with the Supplier's performance or non-performances of Supplier's obligations under this Purchase Order and (vi) Supplier's failure to require any consultant or subcontractor to be insured as set forth under the terms of this Purchase Order. 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, Supplier shall, at Supplier's expense and option, either procure for Pfizer the right to continue to use such Products or Services, or 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, Supplier 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.

(b) Supplier 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. Supplier shall not have the right to settle any claim without the prior written consent of the Indemnified Party. This Section 7 shall not be construed to limit or exclude any other claims or remedies at law or in equity that an Indemnified Party may assert.

8. INSURANCE

(a) Prior to the commencement of any performance under this Purchase Order, Pfizer may request Supplier to provide and maintain such insurance coverage, in minimum types and amounts as agreed in writing between Pfizer and Supplier, as will protect it and Pfizer (including Pfizer affiliates, its and their employees, directors, officers, shareholders and agents) from all claims which may arise out of or result from Supplier's performance under this Purchase Order, whether such operations be by itself or by its subcontractors, agents or representatives or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

(b) Acceptance of Insurance Certificate. Acceptance of any insurance certificate by Pfizer shall not constitute acceptance of the adequacy of coverage, compliance with the requirements of this Purchase Order or serve as an amendment to this Purchase Order.

9. LIMITATION OF LIABILITIES

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, whether foreseeable or unforeseeable, based on claims of Supplier 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 or series of related breaches. This Section 9 shall not apply only when and to the extent applicable Laws specifically requires liability despite the foregoing disclaimer, exclusion and limitation.

10. TERM AND TERMINATION

(a) Term. This Purchase Order shall commence upon Supplier'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.

(b) Termination. In addition to Pfizer's termination rights set forth elsewhere herein, Pfizer may terminate this Purchase Order, in whole or in part, in its sole discretion: (i) upon fifteen (15) days prior written

notice to Supplier for any reason; (ii) immediately upon written notice to Supplier if Supplier breaches this Purchase Order; (iii) if reasonable grounds for insecurity arise with respect to Supplier's performance and Supplier fails to furnish adequate assurances within five (5) days after written demand by Pfizer for such assurance; or (iv) immediately upon written notice to Supplier if Supplier becomes insolvent or otherwise makes an assignment for the benefit of creditors, commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings. During any notice period, Supplier shall cease to provide the cancelled Services or Products, as the case may be, to Pfizer as soon as commercially practicable after receiving such notice.

(c) Termination for Breach of Anti-bribery/Anti-Corruption Representation. Pfizer may terminate this Purchase Order effective immediately upon notice to Supplier, if Supplier (i) breaches any of the representations and warranties set forth in Section 6(a)(C) and (c) or (ii) if Pfizer learns that (a) improper payments are being or have been made or offered to Government Officials or any other person by the Supplier or those acting on behalf of the Supplier with respect to this Purchase Order or (b) that the Supplier or those acting on behalf of the Supplier with respect to this Purchase Order has accepted any payment, item, or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity. Further, in the event of such termination, Supplier shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into by Supplier prior to such termination, and Supplier shall be liable for damages or remedies as provided by this Purchase Order, at law or in equity.

(d) Effect of Termination/Expiration. Upon termination or expiration of this Purchase Order: (i) Pfizer shall be entitled to the ownership, possession, use and license of any and all work in process under this Purchase Order to which it is entitled pursuant to Section 11 below; (ii) Supplier shall invoice Pfizer for all outstanding fees and expenses incurred for Services satisfactorily performed and/or Products delivered under this Purchase Order through and including the date of any such termination or expiration; and (iii) Supplier shall comply with its obligations under Section 5(c) above.

(e) Survival. The provisions of Sections 1(b) and (c), 4 –7, 9, 10(c) and (d), 11 – 12 and any other provisions which are expressly or by implication intended to continue in force after such termination or expiration shall survive the termination of this Purchase Order.

11. INTELLECTUAL PROPERTY

For all work products and deliverables created under this Purchase Order through the performance of the Services, Supplier and Supplier 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, whether in finished or incomplete form, 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. Supplier shall promptly disclose to Pfizer any Works known to Supplier or Supplier 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. Supplier 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. Supplier represents, warrants and covenants that it has caused or will cause all Supplier Personnel to enter into an enforceable agreement with Supplier prior to their performance of any Services, which agreement includes appropriate confidentiality, assignment of work product and invention provisions to effectuate the provisions of this Purchase Order. Notwithstanding the foregoing provisions, Pfizer's ownership rights do not apply or extend to any of the following (collectively, the "Supplier 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 Supplier before the

provision of the Services under this Purchase Order; (ii) any improvements or other modifications to any of the foregoing that Supplier 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 Supplier Property is and shall remain in Supplier, and Supplier shall not be restricted in any way with respect to the Supplier Property. However, to the contrary, to the extent that any Supplier 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, Supplier 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 Supplier Property solely as part of or in connection with such Works or any derivative work based upon such Works, and (B) to modify such Supplier Property, solely to the extent such modification is necessary in connection with the creation of a derivative work based upon such Works.

12. MISCELLANEOUS

(a) Use of Pfizer Trademark/Name: Publicity. Supplier shall not issue any press release or other publicity materials, or make any presentation with respect to the existence of this Purchase Order or the terms and conditions hereof without the prior written consent of Pfizer in each instance. Supplier shall not publicize or use any name, trade name, service marks, trademarks, trade dress or logos of Pfizer (or any of its affiliates) nor identify Pfizer (or any of its affiliates) as a customer without Pfizer's prior written consent in each instance. This restriction shall not, however, apply to the extent that any such disclosures are required by applicable Laws, including as may be required in connection with any filings required to be made with the United States Securities and Exchange Commission or by the disclosure policies of a major stock exchange.

(b) Governing Law: Venue. The validity, interpretation and performance of this Purchase Order shall be governed by and construed in accordance with the laws of the Republic of Korea without regard to the principles of conflicts of law. All actions and proceedings under this Purchase Order shall be brought exclusively in Seoul Central District Court.

(c) Relationship of the Parties. Pfizer engages Supplier only for the purposes and to the extent set forth in this Purchase Order and, accordingly, Supplier 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 Supplier 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 Supplier shall be deemed a joint employer of the other's employees, each party being responsible for any and all claims by its employees. Neither Party's employees shall be deemed "leased" employees of the other for any purpose.

(d) Assignment: Subcontracting. This Purchase Order or any right or obligation arising therefrom shall not be assigned or transferred by Supplier in the absence of Pfizer's prior written consent thereto and any purported assignment or transfer absent such consent shall be automatically deemed null and void. Supplier shall not delegate or subcontract any of its obligations or responsibilities under this Purchase Order to any third party (including to an affiliate of Supplier) without Pfizer's prior written permission. No delegation or subcontracting by Supplier hereunder shall relieve Supplier of any of its obligations or responsibilities under this Purchase Order and Supplier shall remain responsible for obligations, services and functions performed by its subcontractors to the same extent as if they were performed by Supplier. The cost of any subcontractors and/or supplementary providers employed by Supplier shall not be an out-of-pocket expense, and Supplier shall be solely responsible for such cost.

(e) Force Majeure. No Party shall be liable for any failure to perform or any delays in performance, and no Party shall be deemed to be in breach or default of its obligations set forth in this Purchase Order, if, to the extent and for so long as, such failure or delay is due to any causes that are beyond its reasonable control and not to its acts or omissions, including, without limitation, such causes as acts of God, natural disasters, flood, severe storm, earthquake, civil disturbance, lockout, riot, order of any

court or administrative body, embargo, acts of government, war (whether or not declared), acts of terrorism, or other similar causes (“Force Majeure Event”). For clarity, raw material price increases, unavailability of raw materials, and labor disputes shall not be deemed a Force Majeure Event. In the event of a Force Majeure Event, the Party prevented from or delayed in performing shall promptly give notice to the other Party and shall use commercially reasonable efforts to avoid or minimize the delay. The Party affected by the other Party’s delay may elect to: (a) suspend performance and extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of this Purchase Order.

(f) 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.

(g) Waiver; Partial Invalidity. The failure of Pfizer to insist in any instance upon strict performance by Supplier of any provision of this Purchase Order shall not be construed as a continuing waiver of such item, or waiver of any other provision of this Purchase Order or any corresponding Agreement. If any provision of this Purchase Order shall be held illegal or unenforceable by any governmental authority having jurisdiction over this Purchase Order, the validity of the remaining portions shall not be affected thereby.

(h) 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.

[End of Purchase Order Terms and Conditions]

SCHEDULE A

SPECIAL TERMS AND CONDITIONS

In addition to the terms and conditions under the Purchase Order, Supplier hereby accepts these Special Terms and Conditions. If there are any conflicts between the Purchase Order and these Special Terms and Conditions, these Special Terms and Conditions shall prevail.

1. Supplier represents and warrants that:
 - a. Supplier is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to provide the goods or services in this Purchase Order, and no regulations or other obligations prohibit it from providing such goods or services;
 - b. Supplier 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. Supplier has been provided with a copy of Pfizer's International Anti-Bribery and Anti-Corruption Principles (attached hereto as Exhibit) and has communicated such Principles to all persons acting on its behalf in connection with work for Pfizer, including agents or subcontractors;
 - d. Any information provided by Supplier to Pfizer in connection with Pfizer's anti-corruption due diligence is complete, truthful and accurate and Supplier agrees to inform Pfizer if any responses in the due diligence questionnaire with respect to Supplier or any individuals identified in the due diligence questionnaire or their Family Relatives, as defined therein, change during the performance of this Purchase Order;
 - e. Supplier 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. Supplier will permit, during the term of the Purchase Order and for three years after final payment has been made under the Purchase Order, Pfizer's internal and external auditor's access to any relevant books, documents, papers, and records of Supplier involving transactions related to the Purchase Order. Where the Purchase Order involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality.
 - g. [IF THIRD PARTY IS AN ENHANCED REVIEW TRANSACTION OR A BASIC REVIEW TRANSACTION CONNECTED TO A PIGO: Supplier will complete and submit to Pfizer, the *Third Party Annual Compliance Certification* (Appendix 9) at an annual interval, upon request by Pfizer.
 - h. [IF THIRD PARTY IS REQUIRED TO UNDERGO TRAINING BY PFIZER PURSUANT TO MAPP: Supplier agrees that upon request of Pfizer, any persons acting on behalf of Supplier 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. [IF THIRD PARTY IS REQUIRED TO FOLLOW MAPP: Supplier agrees to follow Pfizer's *My Anti-Corruption Policy and Procedures (MAPP)* in connection with its performance under this Purchase Order, including requiring relevant employees of Supplier, as determined by Pfizer, to complete training on anti-corruption and/or MAPP provided by Pfizer.]
2. Pfizer may terminate the contract if Supplier breaches any of the above Representations and Warranties. In the event of termination, Supplier shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and Supplier shall be liable for damages or remedies as provided by law. Further, Supplier will indemnify and hold Pfizer harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of Supplier's failure to comply with its obligations under this Purchase Order.

EXHIBIT

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.