

PFIZER TURKEY - STANDARD TERMS AND CONDITIONS

1. DEFINITIONS:

In these Terms:

“The Contract” shall mean the contract between Pfizer İlaçları Ltd. Şti./Pfizer PFE İlaçları A.Ş. and the Seller consisting of the Purchase Order, these Terms and any other agreements (e.g. supply agreements, service agreements, statements of work) entered into between the parties in relation to the Goods and Services, together with any other terms shall take precedence over these Terms in the event of a conflict.

If Pfizer and the Supplier have entered into a separate agreement in writing regarding the purchase of certain products or services covered by a purchase order, the terms of such agreement shall govern and these General Terms and Conditions shall be considered complimentary. In the event of a conflict between the terms of such agreement and the terms of these General Terms and Conditions, the terms of such agreement shall prevail.

“Goods” and **“Services”** respectively mean all goods and all services (as applicable) covered by the Purchase order and/or any part(s) thereof.

“The Seller” means the supplier named on the Purchase Order.

“The Purchase Order” means Pfizer’s relevant order for the supply of Goods and/or Services by the Seller.

Unless expressly agreed in writing between the parties, no printed standard terms which may appear on any order confirmation, invoice or delivery note relating to the Goods and/or Services shall be of any effect. For the avoidance of doubt, if there is a valid agreement between the parties, the agreement shall be binding on both parties and in the absence of a valid agreement, the provisions of this Terms and Conditions shall be binding on the parties.

2. REQUIREMENT OF THE PURCHASE ORDER FORMS:

The Seller cannot claim any payment from Pfizer for the purchase orders taken without any purchase order form.

Buyer orders made in electronic form through the “ARIBA Buyer”/“SAP” system will automatically be regarded as binding for both parties without confirmation in writing being necessary. The Seller have to contact with Procurement listed the Purchase Order if there is thing to be corrected/added. If the Seller provides a partial response, it is assumed that all other Purchase Order information is correct.

3. PRICES:

Unless otherwise expressly agreed in writing on the order, prices are firm and definitive and non-revisable according to the economic conditions.

Further, prices are fixed and shall not be revised, including in case of acceptance by Pfizer of the postponement of the delivery date.

Order prices are binding and are regarded as carriage paid to shipping address including packaging but excluding VAT, unless agreed in writing to the contrary. Additional costs relating to the order and/or delivery shall be borne by the Supplier unless agreed in writing to the contrary.

Prices will not be liable to increases in the event that between the period of the order and the period of delivery. If no price is stated herein, the articles, work, or services shall be billed at the price last quoted by Seller, or last paid by Buyer to Seller, or at the prevailing market price, whichever is lowest.

4. INVOICING & PAYMENT:

Invoicing

Invoices must be issued on behalf of the company to which the order was issued (and not on behalf of any sub-contractors)

Pfizer İlaçları Limited Şirketi
Muallim Naci Cad. No: 55 34347 Ortaköy/İstanbul
Büyük Mükellefler V.D. 7290244746

Pfizer PFE İlaçları A.Ş.
Muallim Naci Cad. No: 55 34347 Ortaköy/İstanbul
Beşiktaş V.D. 7290561296

Unless stipulated to the contrary, the invoice shall indicate the Pfizer PO number and the name of the person placing the order, with a corresponding detailed description of the goods and/or services. Services are invoiced pursuant to the special arrangements listed on the order form; they should basically be summarized in a [collective] monthly invoice.

The Pfizer Accounts Payable Department is centrally controlled in Prague (Czech Republic). The Supplier hereby agrees that his data necessary for invoicing shall be processed outside of Turkey for this purpose.

The following details must be included in the invoice so that it can be processed by Pfizer:

- Supplier's Individual Invoice Number ("invoice number") and Invoice Date
- Valid Pfizer Purchase Order Number ("PO number") and Line Number
- The sequence of items in the invoice must concur with the sequence of items in the PO
- Correct Name and Address of Supplier
- Value-added tax (VAT)
- Tax ID Number and Office
- Bank details/ Payment Address"

Whenever the Supplier must make multiple shipments of Goods and/or Services to several Consignees, on the same day and in the face of a single Order, the latter must issue separate invoices. In such cases, the invoice must show:

- The number and date of the Order;
- List of Goods and/or Services in the progression of shipment notifications;
- Destination of the Goods.

The prices stated on the face here of include all taxes not specifically imposed by law on Buyer. Buyer will allow no charge for packing, packaging or cartage unless such charge is authorized on the face hereof, unless otherwise expressly stated otherwise in this Order.

Delivery notes should include the purchaser details, the purchase order number, and item number of the specific item must be sent for every delivery.

In particular, the goods delivered or services provided have to be described properly as well as the date of supply or date of service provided. Invoices not fulfilling legal requirements will be rejected.

The original invoices shall be sent by cargo to Pfizer. It shall be included in the consignment for "Good" deliveries. In case, the Seller already participates at the e-invoicing, it is compulsory to inform Pfizer for e-invoice number.

Payment

Unless otherwise agreed in writing between the Parties, arrangement for payment of fees for the Goods and/or Services covered by this Order shall take place within agreed payment terms of the date of invoice issued by the Accounts Payable. Payments shall be made according to payment plan and shall be made by bank transfer, using the banking coordinates specified by the Supplier. Payment shall be done on the first payment day of Pfizer after the days, which are specified as term days in the Main Agreement, from the date of receipt of invoices by Pfizer Accounts Payable at the relevant invoice address stated below. Payments in foreign currency shall be calculated based on the foreign exchange selling rate of the Central Bank of the Republic of Turkey applicable on the invoice date and the corresponding amount in Turkish Lira shall be paid to the Contractor.

Pfizer Turkey

PO BOX 224

Bubenske namesti 306/13

170 04 Praha 7

Czech Rep.

OR

Canon CZ s.r.o. / Reception

Prague Marina Office Center

Jankovcova 1595/14 vchod B

170 00 Praha 7 Holešovice

Czech Rep.

Phone: +420225280111

5. DELIVERY & DELIVERY DATE:

All deliveries must be made with a packing list indicating the PO number and recipient.

The Goods and Services shall be delivered and performed on the date(s) specified in the Contract. If the Goods and/or the Services are not so delivered or performed on or before the due date, or if it becomes clear the Goods and/or Services cannot be delivered on or before that date, Pfizer may terminate the Contract in whole or in part without prejudice to any its other rights under the Contract. Seller warrants that: All articles supplied hereunder are billed and delivered in accordance with the quantity hereof, and are delivered in accordance with the date known to both parties.

Seller shall, at its own expense, procure any export licence or other authorisation necessary for the delivery of the Materials to, or the performance of the Services at, the Point of Delivery, and shall provide the certificate of origin, ATR and EUR1 documents (where applicable) and any other documents which Buyer may require for the purpose of taking delivery, and evidencing ownership of the Materials.

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

Pfizer shall, on reasonable notice, allow the Seller such access to its premises and shall provide such facilities as the Seller may reasonably require performing the Services. The Seller shall ensure that, to the extent the Services are to be performed at Pfizer's premises, the Seller's employees and representatives observe all health and safety, security and other requirements which Pfizer may reasonably impose. The cost of any necessary safety induction training will be undertaken by the Seller.

6. QUALITY & INSPECTION & REJECTION & SAFETY:

6.1 The Seller warrants that:

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

No article supplied hereunder is adulterated or misbranded within the meaning of the Federal Food Drug and Cosmetic Act, as amended, or is an article which may not under the provisions of Sec. 404 or 505 of the Act be introduced into interstate commerce; no article supplied here under is produced in violation of the Fair Labor Standards Act, as amended, and both of the above statements shall appear on Seller's invoices; all articles supplied hereunder, which are so required, will be lawfully registered with the U.S. Department of Agriculture at the time of sale and delivery and will comply with the other requirements of Sec. 135-135k of Title 7 of the U.S. Code; and that all articles, work and services supplied hereunder are furnished in full compliance with the Federal Hazardous Substance Labeling Act, where applicable, as well as with all other applicable Federal, State and Local laws; the use or sale of the articles delivered hereunder will not infringe any United States patent, but Seller does not warrant against infringement by reason of the use thereof in combination with other materials or in the operation of any process; all work and/or services supplied hereunder will be performed properly, in a workmanlike manner and in accordance with the Buyer's specifications; no chemical substance supplied hereunder was manufactured, processed, or distributed in commerce in violation of Section 5 or 6 of the Toxic Substance Control Act, a rule or order issued thereunder, or an order issued in an action brought under

Sections 5 or 7 of the Act. It will carry out the Services and provision of the Goods promptly, with reasonable skill and care and in accordance with all applicable laws, regulations and with such requirements as Pfizer may from time to time reasonably impose; Provision of the Goods and/or Services will not infringe the rights of any third party.

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

6.3 Furthermore, Pfizer may postpone or cancel delivery and/or performance by written notice given to the Seller at any time before delivery and/or performance, and Pfizer shall reasonably reimburse Seller for all costs and expenses reasonably and directly incurred as a result of such postponement or cancellation that cannot be mitigated.

6.4 When performing any work or services at any of Buyer's locations, Seller is to carry adequate insurance policy, and will promptly furnish Buyer with a certificate there of, covering Workmen's Compensation and Occupational Disease; General Bodily and Property Damage Liability; and Automobile Bodily and Property Damage Liability.

6.5 All articles supplied hereunder are to be shipped subject to Buyer's examination and right of rejection for a reasonable time after delivery, notwithstanding prior payment, if not as warranted herein, or if not in conformity with Buyer's specifications. All expenses incurred by Buyer as a result of rejections hereunder shall be for Seller's account, and Buyer may return rejected articles at Seller's expense.

6.6 In all cases where Seller delivers goods or performs work or services hereunder at any of Buyer's locations, Seller will comply with all applicable provisions of Federal, State and Local safety laws and rules and shall take all necessary precautions for safe performance. Buyer reserves the right to require the Seller to abide by Buyer's safety standards on Buyer's Premises.

6.7 Process Changes: Seller should notify Buyer when the plans to modify packaging, to change manufacturing locations or processes.

6.8 Buyer may at all reasonable times inspect and test the Materials (including all designs and other components) during manufacture, assembly or processing. Seller shall provide or procure for Buyer access at all reasonable times to places where the Materials or any components are being made, assembled or kept and shall procure the provision of all facilities as may reasonably be required for this purpose. Following such inspection, Buyer may inform Seller in writing of any areas in respect of which Buyer is of the opinion that the Materials do not comply with this Order, and Seller shall thereupon take all necessary steps to ensure such compliance.

6.9 If Buyer rejects any Materials, or Seller fails to deliver any Materials at the relevant Delivery Time, Buyer may require Seller by notice in writing, within the period stipulated in such notice, to replace the rejected Materials with Materials conforming to this Order or to deliver the undelivered Materials (as the case may be), or may at its sole discretion purchase substitute materials from a third party without notice to Seller. If Buyer rejects any Services, or Seller fails to perform any Services at the relevant Delivery Time, Buyer may require Seller by notice in writing, within the period stipulated in such notice, to re-perform the rejected Services in a manner conforming to this Order or to perform the unperformed

Services (as the case may be), or may at its sole discretion purchase substitute Services from a third party without notice to Seller. Without limiting Buyer's other rights or remedies under this Order or otherwise, any expenditure which is incurred by Buyer in the purchase of substitute Materials or Services, shall be paid by the Seller to Buyer.

7- SAFETY AND ENVIRONMENT, OCCUPATIONAL HEALTH AND SAFETY (ENVIRONMENT-OHS) PROVISIONS

Within the scope of Environment-OHS Provisions, SUPPLIER undertakes to fulfill the following obligations.

7.1 SUPPLIER shall conduct its activities according to the legislation of the Republic of Turkey. In this context, it shall act in full compliance with all binding legislation (regulations, by-laws, circulars, etc.) on Environment, Occupational Health and Safety particularly together with Law N° 6331 on Occupational Health and Safety, Environment Law N° 2872, and other legislation issued within the scope of these laws.

7.2 SUPPLIER shall, before the employee starts to work, register its employers with the social security agency and carry out any relevant official procedures pursuant to the Law N° 5510 on Social Security and General Health Insurance, and submit a copy of the employment certificate to the EMPLOYER. Minors under 18 years old shall not be hired within the EMPLOYER'S territory.

7.3 SUPPLIER shall bring the personal protective equipment and other materials (ladder, hand tools, vb.), which should be held within the borders of Pfizer facility as a result of the work. Spare personal protective equipment should be held in order to prevent work delay. EMPLOYER shall evaluate the compliance of all material with the standards and work before the work starts.

7.4 All incidents (Occupational Accident, Environmental Accident, Near-Miss Incidents) and Insecure Conditions and Behaviors, which may occur in Pfizer Facility as a result of its activities, shall be reported to the EMPLOYER. If it is required, legal notices shall be made also by the SUPPLIER.

7.5 All employees of SUPPLIER, who enter into Pfizer facilities, shall be subject to the security checks and controls and they shall follow the limitations, which are explained to them for this reason (Entrance-exit control, restricted areas, filming restrictions, gun-explosive material restrictions, etc.).

7.6 Before the SUPPLIER starts to work within the borders of Pfizer facility, it shall submit the original signed and stamped Commitment of Environment-OHS. List of employee names and license plates shall be submitted to the EMPLOYER at least 1 day before the work starts.

7.7 SUPPLIER shall submit the Material Safety Data Sheets of the chemicals, which are supplied by the EMPLOYER, in compliance with the regulations and in Turkish language. Moreover, Hazardous Substances shall be transported in compliance with ADR according to the Regulation on the Road Transport of Hazardous Substances.

7.8 SUPPLIER shall make all of its employees, who will work within the borders of Pfizer facility, get the ENVIRONMENT-OHS training to be held by the EMPLOYER before the work starts. Only those, who pass the exam to be made after the training, will work within the borders of EMPLOYER.

It shall be considered that the employees, who get the training and pass the exam held after training, undertake to follow the rules, which are explained in the training within the borders of EMPLOYER.

7.9 SUPPLIER shall start to work after the Environment-OHS controls to be made by the EMPLOYER within the borders of Pfizer facility. Interim audit may be held according to the term and risk of work and if there is any condition, which is found non-compliant in the audits, the work may be stopped partially or completely, or a specific employee may be suspended from the facility. Expenses, which may arise from such issues, shall be paid by the SUPPLIER.

If the work is completely stopped due to written reasons, SUPPLIER shall not charge the EMPLOYER for any payment for the completed part of the work and other expenses such as material/workmanship costs and material/personnel transportation, machine-equipment rent, which arise from the stopping of work.

7.10 SUPPLIER, which conducts the dangerous and highly dangerous activities within the borders of Pfizer facility, shall submit the letter stating that the health conditions of employees, who will work within the body of EMPLOYER, are suitable to perform stated activities together with the signature of the assigned or contracted workplace doctor.

8. PASSING OF PROPERTY & RISK & CONTINGENCIES:

Without prejudice to hidden defect provisions, the property and risk in Goods shall pass to Pfizer when the Goods are delivered to it.

Failure of Seller to make, or of Buyer to take, one or more deliveries of articles or performance of work or services hereunder, if occasioned by acts of God, fire, explosion, flood, epidemic, strike, labor dispute, war, acts of governmental authority, civil disturbances, breakage or accident to machinery, or any other circumstances whether similar or dissimilar to those enumerated, beyond the control of the parties, or if Buyer's failure is occasioned by a partial or complete suspension of operation at any of Buyer's plants, shall not subject the party so failing to any liability to the other party, but, at Buyer's option the total quantity of articles, work, or services covered by this order may be reduced by the extent of delivery or performance omitted and as a result of such contingencies, or the specified delivery or performance made during such extension.

9. CONFIDENTIALITY:

The Seller will not, without Pfizer's prior written consent, disclose to or use to advantage (direct or indirect) of any company, firm, body or person(s) other than Pfizer, any information acquired in the course of the Contract concerning Pfizer's personnel, research activities, products or other business operations.

Data Privacy

Parties accept that the Contractor will have access to "Personal Data" (as defined in Law on Protection of Personal Data) which is required for providing services. For the purpose of providing the services, the Contractor may have access to Personal Data or Special Quality (Sensitive) Data (as defined in Protection of Personal Data Law numbered 6698 ["Law"]).

Contractor shall act in accordance with the instructions by PFIZER related to the aforementioned Personal Data, and shall take safety actions required by Pfizer Policies, sent through e-mail to the Contractor itself by Pfizer occasionally and as stated in Law. The Contractor may not keep any copies, abridgments, summaries or briefs of any Personal Data except for the cases in which it is necessary for fulfilling its obligations under this Agreement.

Contractor may ask for personal and confidential data related to personnel from Pfizer or related to Pfizer's business for the purpose of providing services.

Therefore, within the scope of this Agreement, the Contractor accepts, states and promises that;

- a. It will process the Personal Data given to itself by Pfizer in accordance with Law,
- b. It will ensure the safety of such Personal Data,
- c. It will keep such Personal Data until the Agreement expires and/or for duration of time set forth in relevant laws,
- d. At the end of retention period, it will delete the Personal Data given by Pfizer and/or terminate it and/or anonymize it,
- e. Except for the exceptional cases stated in Law, it will not give the Personal Data to third persons and will not transfer it to abroad.

10. THIRD PARTY CLAIMS:

The Seller warrants that the supply, use or operation of the supplied goods or services does not infringe upon patents or other proprietary rights of third parties.

The Seller agrees – on first request – to indemnify and hold Pfizer harmless from and against any claims that may be asserted against the contractor by a third party due to an infringement upon such proprietary rights.

11. ASSIGNMENT & SUB-CONTRACTING:

The Seller shall not sub-contract or assign any of its obligations or rights under the Contract without Pfizer's prior written consent. The Parties, hereby expressly agree that Pfizer may freely transfer the benefits of this Agreement to any company that may take its place it as a result of a merger, split, acquisition, partial transfer of assets, transfer of business and more generally any restructuring operation.

12. LEGAL VENUE:

The Parties hereby agree that any disputes to arise in relation with the implementation and/or interpretation of these order conditions shall be subject to jurisdiction of the Courts and Bailiff's Offices in İstanbul (Çağlayan)

13. ANTI-CORRUPTION PROVISIONS:

13.1. The Seller represents and warrants that:

- a. The 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. The Seller has not and will not in the future directly or indirectly offer a 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. The Seller has been provided with a copy of Pfizer's International Anti-Bribery Principles 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 The Seller to Pfizer in connection with Pfizer's Anti-Corruption Due Diligence is complete, truthful and accurate and The 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. The 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. The 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 auditor's access to any relevant books, documents, paper and records involving transactions related to the agreement. Where the agreement involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality.

g. The Seller will complete and submit to Pfizer, the Third Party Annual Compliance Certification at an annual interval, upon request by Pfizer.

h. The Seller agrees that upon request of Pfizer, any persons acting on behalf of himself 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.

13.2. Pfizer may terminate the contract if the supplier breaches any of the above Representations and Warranties. In the event of termination, the supplier shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and the supplier shall be liable for damages or remedies as provided by law. Further, the 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 Agreement.

14. PFIZER'S INTERNATIONAL ANTI-BRIBERY 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.

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.