

OUTCOMES RESEARCH AGREEMENT

This Outcomes Research Agreement (this “Agreement”) between

1. **Pfizer Pharmaceuticals Korea Ltd.**, having its office at 110 Toegye-ro, Jung-gu, Seoul, Korea (“Pfizer”)

and

2. **Seoul National University Hospital**, having its office at 101 Daehak-ro Jongno-gu, Seoul, Korea (“Institution”),

when signed by all parties, is effective as of 01 Sep, 2015

Pfizer wishes to conduct an outcomes research study entitled “**An investigation of the prevalence of risk factors of and comorbid conditions related to upper gastrointestinal bleeding**” (“Study”) with the Institution, and the Institution is willing to perform certain related works (“Works”) as set forth in Attachment A (Scope of Work) based upon the terms and conditions of this Agreement. The parties hereto will conduct the Study in accordance with the Study protocol attached hereto as Attachment B (Protocol).

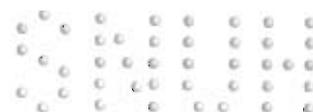
THE PARTIES AGREE AS FOLLOWS

1. Investigators and Research Staff.

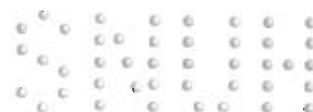
- 1.1 Investigator. The Study will be conducted by Institution’s investigator **Prof. Dong-Wook Shin** (“Investigator”).
- 1.2 Subinvestigators and Research Staff. Investigator will ensure that only individuals who are appropriately trained and qualified assist in the conduct of the Study as subinvestigators or research staff.
- 1.3 Obligations of Institution and Investigator. Institution will ensure that any personnel who assist in the conduct of the Study are informed of and agree to abide by all terms of this Agreement applicable to the activities they perform. Institution is responsible to Pfizer for compliance by all Study personnel, including the Investigator, with the terms of this Agreement. Institution will determine which of the obligations in this Agreement it will delegate to Investigator. However, Investigator will, at minimum, assume all those responsibilities assigned to investigators by the relevant regulations governing the conduct of clinical investigations.
- 1.4 No Substitution. Institution may not reassign the conduct of the Study to a different Investigator without prior written authorization from Pfizer.



- 1.5 Delegation of Duties by Investigator. Investigator may delegate duties and responsibilities to subinvestigators or research staff only to the extent permitted by the relevant laws and regulations.
- 1.6 Compliance with Institutional Policies. Investigator will comply with the policies and procedures of the organization(s) with which Investigator is affiliated, including any applicable financial policies. Investigator will notify Pfizer promptly of any conflict between the terms of this Agreement and any such policy or procedure, and the parties will attempt to reach an appropriate accommodation.
2. Payment. Pfizer agrees to pay the Institution the amount specified in Attachment C hereto for Institution's performance of the Works hereunder, subject to the terms specified in that Attachment.
3. Protocol. Institution will perform the Work in accordance with this Agreement, including without limitation, the Scope of Work described in Attachment A and the Protocol.
 - 3.1 Amendments. The Protocol may be modified only by a written Amendment, signed by both Pfizer and the Investigator. The Investigator will ensure that the Institution is informed of and agrees to any proposed amendment to Protocol as appropriate. The parties acknowledge that Protocol Amendments are also subject to approval by the responsible Institutional Review Board (see Section 6, Institutional Review Board).
 - 3.2 Emergency Amendments. If it is necessary to change the Protocol on an emergency basis for the safety of the subjects, Institution will notify Pfizer and the responsible Institutional Review Board (as applicable) as soon as practicable but, in any event, no later than five working days after the change is implemented. Any emergency change to the Protocol must be followed by a written Amendment.
 - 3.3 No Additional Research. No additional research may be conducted on Study subjects during the conduct of the Study unless it is approved by Pfizer and documented as a companion protocol or an Amendment to the original Protocol.
4. Data Collection. Institution has agreed to collect subject data for the Study during the Pfizer-specified data collection period, which may be modified by Pfizer by written notice. Qualified subject data are ones that meet all Protocol criteria for inclusion in the Study.
 - 4.1 Multi-Center Studies. Pfizer may end data collection early if the total subject data needed for a multi-center study have been collected before the end of the data collection period for this Study (see Section 13, Termination).



5. Study Conduct. Institution will perform the Work in accordance with the Protocol, Pfizer's written instructions, Anti-Corruption Clause as described in Attachment D, and all applicable governmental laws, rules, and regulations. Institution will ensure that it has and maintains during the course of the Study all necessary consents and approvals required.
6. Institutional Review Board. Before the Study is initiated, Institution will ensure that both the Study and the informed consent form are approved by an Institutional Review Board ("IRB") that complies with all applicable laws and regulations. Institution will further ensure that the Study is subject to continuing oversight by IRB throughout its conduct.
 - 6.1 Study Disapproval. If, through no fault of Institution, the Study is disapproved by IRB, this Agreement will immediately terminate with no penalty to the Institution, as provided in Section 14.1.a, Disapproval by IRB, below.
7. Data Protection.
 - 7.1 Personal Data. Data collected in Study may include personal data and sensitive personal data which is subject to specific legislation relating to the processing, storage, transfer and use of such data. Institution will comply with all relevant laws relating to the protection and use of personal data and data privacy in its conduct and reporting of the Study. Institution will take all technical and organizational measures to prevent unauthorized or unlawful processing or accidental loss or destruction of, or damage to, or disclosure of such data. Pfizer will take appropriate measures to protect the confidentiality and security of all personal data that it receives from Institution in connection with the Study.
 - 7.2 Use by Pfizer. Personal data relating to the Institution, Investigator, research staff, and subinvestigators will be processed and used for the purposes of administration of this Agreement and in connection with the Study and will be held on one or more databases for the purposes of determining their involvement in future research and in order to comply with any regulatory requirements.
 - 7.3 Disclosure and Transfer. Data may be disclosed or transferred to other members of the Pfizer group of companies, to representatives and contractors working on behalf of the Pfizer group and to regulatory authorities across the world. The Institution will ensure that all necessary consents are in place to comply with the provisions of this Section 7.
8. Confidential Information. During the course of the Study, either party may receive or generate information that is confidential to the other party or its Affiliate.
 - 8.1 Definition. Except as specified in Section 8.2, Exclusions, below, "Confidential



Information” includes

- a. the Protocol,
- b. Study Data (as defined in Section 9.1),
- c. information related to the Study, including without limitation, Pfizer technology, research, and business plans that Pfizer or a Pfizer affiliate provides to Institution in writing or other tangible form, and
- d. any other information that is confidential or proprietary to either party hereto (or one or more of its Affiliates).

8.2 Exclusions. Confidential Information does not include information that

- a. is known or open to the public or otherwise in the public domain at the time of disclosure,
- b. becomes part of the public domain during the term of this confidentiality obligation by any means other than breach of this Agreement by the receiving party,
- c. is already known to the receiving party at the time of disclosure and is free of any obligations of confidentiality, or
- d. is obtained by the receiving party, free of any obligations of confidentiality, from a third party who has a lawful right to disclose it.

8.3 Obligations of Confidentiality. Unless the disclosing party provides prior written consent, the receiving party may not use Confidential Information for any purpose other than that authorized in this Agreement, nor may the receiving party disclose Confidential Information to any third party except as authorized in this Agreement or as required by law.

- a. Required disclosure of Confidential Information to the IRB or to relevant regulatory authority representatives is specifically authorized.

8.4 Disclosure Required by Law. If disclosure of Confidential Information to any party other than the IRB or relevant regulatory authority is required by law, that disclosure does not constitute a breach of this Agreement so long as the receiving party

- a. notifies the disclosing party in writing as far as possible in advance of the disclosure so as to allow Pfizer to take legal action to protect its Confidential Information,



- b. discloses only that Confidential Information required to comply with the legal requirement, and
- c. continues to maintain the confidentiality of this Confidential Information with respect to all other third parties.

8.5 Survival of Obligations. For Confidential Information, these obligations of nonuse and nondisclosure survive termination of this Agreement and continue for a period of five (5) years after termination. Obligations of nonuse and nondisclosure for Study continue for so long as Institution retains their copies.

8.6 Return of Confidential Information. If requested by Pfizer in writing, Investigator will return all Confidential Information except that required to be retained at the Study site by law. However, Investigator may retain a single archival copy of the Confidential Information for the sole purpose of determining the scope of obligations incurred under this Agreement.

9. Study Data and Study Records.

9.1 Study Data. During the course of the Study, Institution will collect and submit certain data to Pfizer or its agent, as specified in the Protocol. This includes case report forms (or their equivalent) or electronic data records, as well as any other documents or materials created for the Study and required to be submitted to Pfizer or its agent (collectively, "Study Data"). Institution will ensure accurate and timely collection, recording, and submission of Study Data.

- a. Ownership of Study Data. Pfizer is the exclusive owner of all Study Data.
- b. Study Data. Investigator and Institution are free to publish the results of the Study, subject to the provisions in Section 9.1.c. (Publications) and Section 10 (Ownership of Materials/Work Product), and to use data generated from the Study for their own research and educational purposes and programs. However, Institution and Investigators will not use or permit others to use Study data for the commercial benefit of any third party.
- c. Publications. Pfizer supports the exercise of academic freedom and encourages Investigator to publish the results of the Study. However, the first Publication (as defined below) relating to the Study will be a joint Publication of the results from all participating sites of the Study, including Institution. Principal investigator in that case will support the data analysis and oversee the preparation of this joint Publication. After such Publication of the results of the Study from all participating sites, each participating investigator of the Study is free to publish separately, subject to provision in Section 10; provided, however, that a license



agreement between Pfizer and such participating investigator need to be entered into using Pfizer template prior to any such publication.

(1) Pre-Publication Review. Principal investigator (for the joint publication) or any participating investigator (for a separate publication) will provide Pfizer an opportunity (a minimum of 60 days before submission or other public disclosure) to prospectively review any proposed publication, abstract, or other type of disclosure that reports the results of the Study (“collectively, Publication”). Pfizer will review for unprotected Inventions that relate to the Pfizer product (see Section 11, Inventions) and may provide comments on content. The authors will consider any such comments in good faith.

(2) Standards. For all Publications, participating investigators will comply with recognized ethical standards concerning publications and authorship including the Requirement for Manuscripts Submission to Journals.

d. Disclosure of Support. Participating investigators will disclose Pfizer support of the Study in any Publication of Study results.

e. Medical Records. Medical records relating to Study subjects that are not submitted to Pfizer may include some of the same information as is included in Study Data; however, Pfizer makes no claim of ownership to those documents or the information they contain.

9.2 Study Records. Institution will ensure that subject’s Study records, which include the Institution’s copies of all Study Data as well as relevant source documents (collectively, “Study Records”), are kept up to date and maintained in accordance with applicable regulations and institutional guidelines.

a. Retention. Institution will retain Study Records, under storage conditions conducive to their stability and protection, for a period of [3] years after termination of the Study unless Pfizer authorizes, in writing, earlier destruction. Institution agrees to notify Pfizer before destroying any Study Records after the required retention period.

10. Ownership of Materials/Work Product. Institution acknowledges and agrees that all original materials produced by Institution and/or its personnel including the Investigator pursuant to this Agreement, whether finished or incomplete form, including but not limited to all software, computer programs, and print and audio-visual materials as works-made-for-hire shall belong exclusively to Pfizer.

11. Inventions. Pfizer will own all inventions, discoveries or intellectual property arising



from the Study.

- 11.1 Notification. If the conduct of Study results in any invention or discovery whether patentable or not (“Invention”), Institution will promptly inform Pfizer
- 11.2 Assignment. Institution will assign all interest in any such Invention to Pfizer, free of any obligation or consideration beyond that provided for in this Agreement.
- 11.3 Assistance. Institution will provide reasonable assistance to Pfizer in filing and prosecuting any patent applications relating to Invention, at Pfizer’s expense.

12. Assignment and Delegation.

- 12.1 By Institution. Institution may not assign its rights or delegate or subcontract any duties under this Agreement without written permission from Pfizer. Any attempt to so assign, delegate, or subcontract is invalid. If Pfizer authorizes delegation or subcontracting, Institution remains responsible to Pfizer for the performance of all delegated duties.
- 12.2 By Pfizer. Pfizer may not assign its rights or delegate its duties under this Agreement without written permission from Institution. Any attempt to so assign or delegate is invalid. However, Pfizer may freely subcontract Study-related duties to an external provider upon advance notice to Institution, and also may freely assign its rights or delegate its duties to any Pfizer affiliate. If Pfizer delegates or subcontracts any duties, Pfizer remains responsible to Institution for the performance of those duties.
- 12.3 Affiliates. As used in this Agreement, the term “affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with Pfizer.
- 12.4 Successors and Assigns. This Agreement will bind and inure to the benefit of the successors and permitted assigns of each party.

13. Conflict with Attachments. If there is any conflict between this Agreement and any Attachments to it, or between this Agreement and the Protocol, the terms of this Agreement control.

14. Termination

- 14.1 Termination Conditions. This Agreement terminates upon the earlier of any of the following events:
 - a. Disapproval by IRB. If, through no fault of Institution, the Study is



never initiated because of IRB disapproval, this Agreement will terminate immediately.

- b. Study Completion. For purposes of this Agreement, the Study is considered complete after conclusion of all Protocol-required activities for all collected subject data; receipt by Pfizer of all Protocol-required data; and receipt of all payments due to either party.
- c. Early Termination of Study. If the Study is terminated early as described below, the Agreement will terminate after receipt by Pfizer of all Protocol-required data and receipt of all payments due to either party.
 - (1) Termination of Study Upon Notice. Pfizer reserves the right to terminate the Study for any reason upon 30 days written notice to Institution.
 - (2) Immediate Termination of Study by Pfizer. Pfizer further reserves the right to terminate the Study immediately upon written notification to Institution for causes that include failure to collect subject data at a rate sufficient to achieve Study performance goals; material unauthorized deviations from the Protocol or reporting requirements.

14.2 Payment upon Termination. If the Study is terminated early in accordance with Section 14.1 above, Pfizer will provide a termination payment equal to the amount owed for work already performed, in accordance with Attachment A, less payments already made. The termination payment will include any non-cancelable expenses, other than future personnel costs, so long as they were properly incurred and prospectively approved by Pfizer and only to the extent they cannot reasonably be mitigated. If the Study was never initiated because of disapproval by IRB (see Section 14.1.a, Disapproval by IRB, above), Pfizer will reimburse Institution for IRB fees and for any other expenses that were prospectively approved, in writing, by Pfizer.

14.3 Return of Materials. Unless Pfizer instructs otherwise in writing, Institution will promptly return all materials supplied by Pfizer for Study conduct, including unused Case Report Forms.

14.4 Survival of Obligations. Obligations relating to Confidential Information, Study Records and Inventions, survive termination of this Agreement, as does any other provision in this Agreement or its Attachments that by its nature and intent remains valid after the term of the Agreement.

15. Relationship of the Parties. The relationship of Institution to Pfizer is one of independent contractor and not one of partnership, agent and principal, employee and



employer, joint venture, or otherwise.

16. Modification. Any alteration, modification or amendment to this Agreement must be in writing and signed by each of the parties.
17. Entire Agreement. This Agreement and any Exhibits and Attachments represent the entire understanding between the parties relating to the conduct of this Study. This Agreement supersedes all previous agreements between the parties (oral and written) relating to this Study, except for any obligations that, by their terms, survive termination.
18. Notices. The parties will deliver notices and other communications relating to this Agreement by hand, by courier, or by a postage-paid traceable method of mail delivery to the address below, or such other address that a party may later designate by notice to the other party in accordance with this Section 18:

Pfizer:

Pfizer Tower, 110 Toegye-ro, Jung-gu, Seoul, Korea
Attention: GEP Medical Affairs Director
Telephone: 82-2-317-2066

Institution: Seoul National University Hospital

101 Daehak-ro, Jongno-Gu, Seoul, Korea
Attention: Administrative Office, Biomedical Research Institute
Telephone: 82-2-2072-4985

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Korea.
20. Language. The English version of this Agreement shall prevail in the event of a conflict between the English version and its translated version.
21. This Agreement is executed by the parties as follows:



SIGNED for and on behalf of Pfizer Pharmaceuticals Korea Ltd.

Signed:  1836.....
Printed: Dong-Soo Lee
Title: Representative Director
Dated: 2015. 8. 26

SIGNED for and on behalf of the Seoul National University Hospital

Signed:  
Printed: Byung-Hee Oh
Title: President
Dated: 01 Sep 2015

I have read and understand this Agreement and accept the terms as they relate to my activities as Investigator. I further agree to ensure that all subinvestigators and research staff are informed of their obligations under this Agreement. Furthermore I consent to the collection, use and transfer of my personal data as set out in this Agreement.


Investigator Dong-Wook Shin

Date: 2015. 8. 31



Attachment A Scope of Work

Study Title: “An investigation of the prevalence of risk factors of and comorbid conditions related to upper gastrointestinal bleeding”

; This study aims to observe the prevalence rate of gastrointestinal risk factor in Korean general population through analyzing NHISS data. (the “Study”)

- Study initiation stage
 - Literature and epidemiology data search and review
 - Provide expert opinion on Study design
 - Process set-up at Study design stage
 - Provide Study design, Study Protocol, data management plan and statistical analysis plan
 - Participate in initiation meeting for the Protocol and study method introduction
- Data review and analysis stage
 - Process data review & analysis including all statistics work
 - Provide expert opinion on analyzed data review and its interpretation at implementation stage
 - Participate in the Study related meetings
- Report development stage
 - Participate in the Study close-out meeting for the Study result and reporting discussion
 - Write the manuscripts and abstract
 - Do the main responsibility of publication

Description of Payment:

(1) Total Service Charge: KRW 20,000,000 (exclusive of VAT 10%) inclusive of Overhead Fee (20% of total Direct Fee)

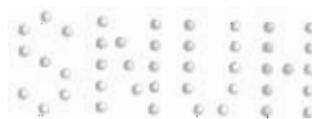
- Direct Fee: KRW 16,666,670
- Overhead Fee: KRW 3,333,330 (20% of Direct Fee, “Overhead Rate”)

The Total Service Charge [KRW 20,000,000] (exclusive of VAT 10%) shall consist of (a) the Direct Fee [KRW 16,666,670] and (b) the Overhead Fee [KRW 3,333,330].

All payments made under this Agreement are exclusive of any Value Added Tax (“VAT”) and similar taxes. In the event that VAT is properly due under any law, regulation or otherwise, this shall be charged in addition to any other payments due under this Agreement and shall be payable by Pfizer on receipt of a valid VAT invoice issued to Pfizer (or one of its Affiliates).



- (2) Service Period: The Service Period under this Agreement shall be from the execution date of this Agreement to July 31, 2016 provided, however, that if the Study result is not submitted to Pfizer in the form and substance fully satisfactory to Pfizer by July 31, 2016, the Service Period shall be extended until such time when the manuscripts fully satisfactory in form and substance to Pfizer is submitted to Pfizer with the prior approval of IRB. The Institution shall make its best efforts to ensure that the IRB approves any extension of Service Period requested by Pfizer.
- (3) Other Expenses: It may be required to pay extra expenses for the purchase of NHISS data and publication review fee during the study. In such cases, Pfizer will provide associated expenses to the investigator in accordance with Pfizer's expense policy.
- (4) Non-refundable fee: To the extent required by the Institution's general overhead payment policy, the paid portion of the Overhead Fee shall not be refundable upon early termination of this Agreement.



Attachment B
Study Protocol

The investigator will provide the Study Protocol according to this Agreement.



Attachment C

Payment Terms

Pfizer shall pay the Institution [KRW 20,000,000] (exclusive of VAT 10%) as the Total Service Charge (sum of Direct Fee of [KRW 16,666,670] and the Overhead Fee of [KRW 3,333,330]), in accordance with the following payment schedule and adjustment:

(i) **Initial Payment:**

Pfizer shall pay an amount equal to [30]% of the above Total Service Charge, attributable equally to the [30]% of the Direct Fee and Overhead Fee, when the Study Protocol is provided in the form and substance fully satisfactory to Pfizer.

(ii) **Interim Payment:**

[40]% of the Total Service Charge shall be paid to Institution at the time when the data analysis is completed according to the statistical analysis plan and submitted to Pfizer in the form and substance fully satisfactory to Pfizer.

(iii) **Final Payment:**

The remaining [30]% of the Total Service Charge shall be paid to Institution at the time when the manuscript with the prior approval of IRB is submitted to Pfizer in the form and substance fully satisfactory to Pfizer.



Attachment D

Special Terms and Conditions

In addition to the terms and conditions under the Agreement, Institution and Investigator (collectively, “**Contractor**”) hereby accept these Special Terms and Conditions. If there are any conflicts between the Agreement and these Special Terms and Conditions, these Special Terms and Conditions shall prevail.

1. Contractor represents and warrants that:
 - a. Contractor 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. Contractor 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 (as defined in Exhibit) 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. Contractor has been provided with a copy of Pfizer’s International Anti-Bribery and Anti-Corruption Principles as Exhibit to these Special Terms and Conditions 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 Contractor to Pfizer in connection with Pfizer’s anti-corruption due diligence is complete, truthful and accurate and Contractor agrees to inform Pfizer if any responses in the due diligence questionnaire with respect to the Contractor or any individuals identified in the due diligence questionnaire or their Family Relatives, as defined therein, change during the performance of this agreement;
 - e. Contractor 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. Contractor will permit, during the term of the agreement and for three years after final payment has been made under the agreement, Pfizer’s internal and external auditors access to any relevant books, documents, papers, and records of Contractor involving transactions related to the agreement. Where the



agreement involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality.

- g. Contractor will complete and submit to Pfizer, the *Third Party Annual Compliance Certification* at an annual interval, upon request by Pfizer.
2. Pfizer may terminate the contract if Contractor breaches any of the above Representations and Warranties. In the event of termination, Contractor shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and Contractor shall be liable for damages or remedies as provided by law. Further, Contractor will indemnify and hold Pfizer harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of Contractor's failure to comply with its obligations under this Agreement.



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:

- (a) 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.

