

ZOETIS STANDARD TERMS AND CONDITIONS

INTERPRETATION AND DEFINITIONS :

"the Purchase Order" means Zoetis's relevant order for the supply of Goods and/or Services by the Seller.

"the Buyer" means the member of the Zoetis group of companies specified on the Purchase Order

"the Seller" means the supplier named on the Purchase Order.

"Goods" and "Services" respectively mean all goods and all services (as applicable) covered by the Purchase Order and/or any part(s) thereof.

Government Official ("GO"): Under Zoetis's policies, "government official" is broadly interpreted to include:

- (i) any elected or appointed government official (e.g., a member of a ministry of health);
- (ii) any employee or person acting for or on behalf of a government official, agency, or enterprise performing a governmental function;
- (iii) any officers, employees or agents or a government-owned or government controlled entity for example all government-linked companies or Government-Link Investment Companies. For purposes of this paragraph, Government shall mean (a) the Government of Malaysia; (b) the Government of a State; (c) any local authority and any other statutory authority; (d) any department, service or undertaking of the Government of Malaysia, the Government of a State or local authority; or (e) the Government of any other country other than the United States;
- (iv) any officer, employee, or person from a political party who has formally and publicly declared themselves as a running political candidate for an elected governmental position;
- (v) an employee or person acting for or on behalf of a public international organization (e.g., the United Nations); or
- (vi) any officers, employees or agents of any private entities that are designated by the government to provide public services on an exclusive basis by virtue of a concession award

"Government" means to include all levels and subdivisions of governments (i.e., local, regional, or national and administrative, legislative, or executive). Because this definition of "government official" is so broad, it is likely that Business Associates will interact with a government official in the ordinary course of their business on behalf of Zoetis. For example, doctors employed by state-owned hospitals would be considered "government officials" under Zoetis's policies.

For the sake of clarity, any Health Care Professional ("HCP") from the private sector who has a clinic or office in a government institution or hospital are also considered as a GO whether or not the said HCP is receiving salary or any remuneration from the government institution or hospital, For example, if any HCP from the private hospital acts as a "Visiting Consultant" and see a patient in any government institution or hospital; he/she will be considered as a GO under this Policy.

The following terms and conditions shall apply to all purchases by the Zoetis from the Seller :

1. ACCEPTANCE; CONFLICT OF TERMS: This order is an offer to purchase. Seller's commencement of work, shipment of the described goods, performance of the described services, or issuance of a sales acknowledgement shall be deemed an acceptance of this order. This order expressly limits acceptance to the terms set forth herein. No terms stated by Seller in accepting this order shall be binding upon Buyer if inconsistent with or in addition to the terms stated herein unless accepted in writing by Buyer, and Buyer hereby objects to and rejects any such additional or different terms proposed by Seller. If this order is deemed to be an acceptance of an offer by Seller, such acceptance is limited to the express terms of this order and is made conditional on

Seller's assent to any additional or different terms in this order. If however, a written contract is already in existence between Buyer and Seller covering the purchase of the goods or services covered hereby, the terms and conditions of said contract shall prevail to the extent that the same may be inconsistent with these terms and conditions.

2. PRICE: If no price is stated herein, the goods or services shall be billed at the price last quoted or last paid by Buyer to Seller, or at the prevailing market price, whichever is lowest.

3. WARRANTIES: Seller represents and warrants that:
 - a) All goods supplied hereunder shall conform to Buyer's specifications, can't accepted for any defects in material and workmanship and of merchantable quality, and be suitable for Buyer's intended uses and purposes to the extent that such uses and purposes are known or reason should be known to Seller;
 - b) The use or sale of the goods delivered hereunder shall not infringe any patent, trademark, or other intellectual property right of any third party;
 - c) All work and/or services supplied hereunder will be performed properly, in a workmanlike manner and in accordance with the Buyer's specifications and shall comply with all applicable laws;
 - d) Seller is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to do business and, to the extent required by applicable law, has obtained licenses or completed such registrations as may be necessary or required by law to provide the good or services encompassed within this agreement;
 - e) Seller has not and will not directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value to improperly or corruptly seek to influence any Government Official, and, if Seller is itself a Government Official, has not accepted, and will not accept in future, such a payment;
 - f) All information provided by Seller during Zoetis pre-contractual due diligence, including all information provided in the Third Party Entity FCPA Diligence Questionnaire, is complete, truthful and accurate; and
 - g) Seller undertakes to update these Representations or Warranties if (during the performance of this agreement) Seller, or any of the employees or individuals who will be primarily responsible for performing under this agreement, or a relative of such an employee or individual, becomes a Government Official or if a Government or Government Official becomes an owner of Seller.

4. INSURANCE; RISK: When performing any work or services at any of Buyer's locations, Seller shall carry adequate insurance and promptly furnish Buyer with a certificate thereof, covering General Bodily and Property Damage Liability; Workmen's Compensation and Occupational Disease; and Automobile Bodily and Property Damage Liability. Title and risk in goods shall pass to Buyer upon delivery except otherwise set forth herein.

5. INSPECTION: All goods 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 or, if no specifications are given by Buyer, with standard specifications. All expenses incurred by Buyer as a result of rejections hereunder shall be for Seller's account, and Buyer may return rejected goods at Seller's expense.

6. TAXES: Prices stated on the face hereof include all taxes and other governmental charges not imposed by law on Buyer, and Seller agrees to indemnify Buyer against and reimburse it for any expenditures it may be required to make on account of Seller's failure to pay such taxes and other governmental charges.

7. FORCE MAJEURE: Force Majeure is failure of Seller to make, or of Buyer to take, one or more deliveries of goods or performance of work or services hereunder, if occasioned by acts of God, fire, explosion, flood, epidemic, war, acts of governmental authority, civil disturbances, other internationally recognized events of force majeure, and all other events caused by man or by nature beyond the control of the parties. If a party is prevented from performing its obligations under this purchase order because of an event of force majeure, it shall immediately notify the other party in writing of the occurrence of such event and, within fifteen (15) days of the event, provide the other party with a written explanation for its inability to meet its obligations under this purchase order.

8. PACKING AND SHIPPING: Seller shall pay all shipping, packing, crating and cartage charges otherwise specified in this order. Each container must be marked to show quantity, order number, contents and shipper's name and must include a packing sheet showing this information. Packaging, marking, labeling and shipping of all hazardous materials must meet applicable regulations. The seller should deliver goods to the designated warehouse or places on time and in ordered quantity.

9. TERMINATION:
 - a) If the Seller defaults in any of its obligations hereunder, becomes insolvent, or receiver appointed, or if Buyer believes in good faith that any of such events may occur, Buyer may, at its discretion without prejudice to any other remedy, suspend performance of or terminate this order. In the event of termination Seller shall keep possession of any goods or of any items belonging to Buyer and Buyer may enter any premises of Seller to retrieve such goods or items.
 - b) Without prejudice to any other remedy, if Seller breaches any of the terms of this order, Buyer may, at its election:
 - (i) reject and return the goods and/or services in whole or in part at Seller's cost within a reasonable time after delivery notwithstanding prior payment (risk in the goods shall revert to Seller upon such rejection);
 - (ii) permit Seller to repair or reinstate the goods or re-perform the services so that they conform with this order; or
 - (iii) carry out or have carried out at Seller's expense such work as is necessary to conform the goods and/or services to this order. Buyer may postpone or cancel delivery and/or performance by written notice given to Seller at any time before delivery and/or performance, and Buyer shall reimburse Seller for all costs and expenses reasonably and directly incurred as a result of such postponement or cancellation that cannot be mitigated.
 - c) Notwithstanding the above, Buyer may terminate this agreement if Seller breaches any of the above Representations and Warranties or if Buyer learns that improper payments are being or have been made to Government Officials by Seller with respect to services performed on behalf of Buyer or any other company. Further, in the event of such termination, Seller shall not be entitled to any further payment, regardless of any activities undertaken or agreements

with additional third parties entered into prior to termination, and Seller shall be liable for damages or remedies as provided by law.

10. Period of validity & payment term:

- a) Failing to submit the invoice or payment request to Buyer's accounting within the prescribed limits (six months) above will be deemed that the Seller has waived its legal right to payment without any condition. That is to say, the Seller has no right to claim any payment under the subject of the Purchase Order; or according to the contract for execution.
- b) In currency specified in the Purchase Order and within the credit term after goods delivery or service rendered with proper invoice.
- c) Seller shall provide periodic invoices stating, in detail, the work performed and shall provide documentation of all expenses to obtain reimbursement and providing Buyer with notification in advance of any extraordinary expenditure. Buyer must authorize any extraordinary expenditure in writing before it may be incurred.

11. GOVERNING LAW: This order shall be governed by the laws of Malaysia. All disputes arising from this agreement shall be referred to the Courts in Malaysia for adjudication.

12. SAFETY: In all cases where Seller delivers goods or performs work or services hereunder at any Buyer's locations, Seller will comply with all applicable provisions of the safety laws and rules and Buyer's safety standards for such location.

13. CONFIDENTIALITY/ PROPERTY RIGHTS: Any information or materials provided to Seller by or on behalf of Buyer in connection with this order shall remain the property of Buyer and Seller shall use such materials solely in connection with this order. Save where express written consent is given for disclosure, Seller shall be under a strict duty to maintain the confidentiality of all information forwarded by Buyer for the purposes of this order irrespective of whether the same was marked as confidential or not. Confidential information shall include (but is not limited to) information relating to the technology, commercial, financial, business or affairs of Buyer and its respective associate companies, employees, agents or subcontractors. The obligation of confidentiality herein provided shall survive the termination of this agreement. Seller will not disclose or use for any other purpose, any information or materials acquired from or on behalf of Buyer or its affiliates concerning any designs, drawings, specifications, personnel, research activities, products or other business operations. Seller shall maintain such materials in good order and condition subject to fair wear and tear and shall dispose of or return such materials as Buyer directs. Seller further agrees to keep the terms and conditions of this agreement confidential and Seller shall not at any time disclose any of the terms of this agreement without the prior written consent of Buyer. Upon termination of this agreement for whatever reason Seller shall destroy and/or return all confidential information disclosed by Buyer to Seller and deliver up to Buyer all working papers, reports, computer disks and tapes and other material and copies provided to or prepared by Seller pursuant to this agreement or to any previous obligation owed to Buyer.

14. INDEMNIFICATION: Seller agrees to defend, indemnify and hold harmless Buyer against any and all liability, judgments, damages, losses, and expense to the extent occasioned by or resulting from breach of representation or warranty made by Seller, or by the failure of Seller to comply

with the terms hereof, or by the negligence or willful misconduct of Seller, regardless of whether or not such failure is caused in part by Buyer: provided, however that the Seller shall not have liability under this section to the extent such losses are caused solely by the negligence, recklessness or willful misconduct of Buyer. Buyer shall not under any circumstances be liable for lost profits or any indirect or consequential loss of Seller.

15. **LIMITATION OF LIABILITY:** Notwithstanding any provision to the contrary hereincontained, in no event and under no circumstances shall Buyer be liable to the Seller for damages for loss of profits, loss of use, loss of business, loss of contracts, loss of revenues, loss of (anticipated) savings, loss of time, inconvenience, loss of opportunities or for consequential, indirect, special or punitive damages, arising out of or in connection with the appointment and/or the terms and conditions hereof, irrespective whether such claims for such damages be based on contract, tort or otherwise at law and whether or not Buyer have been previously advised of the possibility of such damages.

16. **ASSIGNABILITY:** This order in its entirety and each provision hereof shall inure to the benefit of customers, successors and assigns of Buyer. Seller may not assign this order without Buyer's prior written consent, and any purported assignment without such consent shall be null and void.

17. **AUDIT:** Seller shall permit, during the term of this agreement and for three (3) years after final payment has been made under this agreement, Buyer's internal and external auditors access to any relevant books, documents, papers, and records of Seller involving transactions related to the agreement. Where the agreement involves clinical studies, the contract shall include acceptable safeguards to confidentiality.

18. **RELATIONSHIP:** Nothing herein shall create or be deemed to create a partnership or relationship of principal and agent or employee and employer or any joint ventures between Seller and Buyer. Seller have no right or authority and shall not attempt to negotiate, enter into, permit or cause its employees, servants or agents to negotiate or attempt to or enter into contracts or commitments of any nature in the name of or on behalf of Buyer which purports to bind Buyer in any respect whatsoever.

19. **GENERAL:**
 - a) No delay or failure by either party to exercise any of its rights or remedies under this agreement shall operate as a waiver by that party of any such rights or remedies and such rights and remedies may be exercised at any time and as often as the party entitled to such rights and remedies deem fit.
 - b) This agreement constitutes the entire agreement between the parties in relation to the subject matter hereto and supersedes all prior discussions, representations and undertakings in connection therewith which are hereby excluded. This agreement may not be modified or amended except in writing signed by both parties.
 - c) In the event that any provision(s) herein shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions hereof.

- d) All notices to be served under this agreement shall be in writing and sent by registered post to the address of the party as set out herein or such other addresses as the party may notify the other in writing. Notices shall be deemed to be served within forty-eight (48) hours after posting in accordance with the provisions herein.
- e) Seller shall not in any circumstances whatsoever make any payment or gift or promise or offering to any officer of the Government of any country or to any person or entity whomsoever for purposes of influencing any act or decision of such officer or of any department of the Government or any such person or such entity.