

SCHERING PLOUGH DEL ECUADOR S.A. (MSD)
General Conditions applicable to Purchase Orders (PO)

The provisions specified below will be applicable to the Purchase Orders (PO) of goods and services that will rule the business relationship between MSD and the Supplier.

1. **Date of delivery:** The date of delivery indicated therein should be considered as the maximum deadline. After this date, MSD reserves the right to cancel the order. Deliveries or executions of services in sites different to those stated in the PO will not be accepted.
 2. **Specifications:** MSD reserves the right to reject the goods and/or services object of this order when they do not comply with the conditions and specifications contained therein, which are understood as accepted by the Supplier. In this case, there will be no compensation or payment in favor of the Supplier. In case of rejection, the products that include MSD brands will remain in custody until their destruction is agreed; the remaining products will be returned at cost and risk of the Supplier.
 3. **No exclusive rights and minimum volumes:** The issue of a PO does not establish exclusive rights in favor of the Supplier or obliges MSD to exclusively request services, or acquire goods from the Supplier, or request a minimum volume of goods or deliveries included in the Services.
 4. **Prices:** This order cannot be invoiced at prices greater to those agreed or quoted for the same good and/or service, without the duly notification and approval of the new prices by MSD.
 5. **Advance payments:** Whenever the nature of the order deems it necessary to make an advance payment to the Supplier, it commits to ensure its use and compliance with the order supported by a good advanced payment management and compliance policy or otherwise, by a performance bond or bank guarantee legally issued.
 6. **Warranty of title:** The Supplier guarantees the goods acquired against dispossessions and defects which may make them inadequate for the foreseen use and commits to compensate MDS for the damages that may arise. Also, it ensures that such goods are of high-quality, free of defects, whether patent or latent, both in materials and manpower.
 7. **Goods risk:** The Supplier assumes the risks for damages that the acquired goods may suffer before the delivery and will be covered by the insurance policies hired.
 8. **Acts of God or Force Majeure:** Any of the parties that fail to comply with the acquired obligations in virtue of the order herein due to Acts of Good or Force Majeure duly proven shall notify to the other party within the three (3) business days following the date of occurrence of the breaching cause. In this case, the terms of the order will be suspended until the cause is remedied or the order will be cancelled without the payment of damages, in the parties' opinion. The affected party will make its best efforts to eliminate, remedy and resume with the compliance of the PO as soon as possible.
 9. **Document for payment:** All purchase of goods, equipment or services shall be supported by the respective sales invoice, which shall be sent separately in original to MSD. The invoice shall be issued to SCHERING PLOUGH DEL ECUADOR S.A. (RUC 1790163466001), indicating the number of PO and remission of delivery, if applicable. In order for a sales invoice to be processed, it shall fully comply with the tax requirements in accordance with the current legislation. The invoices that do not comply with such requirements cannot be processed. The acceptance of this PO by the Supplier is a requirement to process the payment and will be considered accepted if it is not rejected within a term of two (2) business days as of its mailing. All modifications shall be accepted in writing by both parties.
- MSD shall make payment for invoices received pursuant hereto (or the undisputed portions of such invoices) within ninety (90) days from receipt of a properly prepared invoice. Where, however, other payment terms appear on the front of any PO, payment

SCHERING PLOUGH DEL ECUADOR S.A. (MSD)
General Conditions applicable to Purchase Orders (PO)

shall be made in accordance with those terms and conditions. If any Supplier invoice is subject to any payment discount, the discount period shall be calculated from the date the invoice is received by MSD.

10. **Intellectual Property:** This Purchase Order does not grant the Supplier any right of ownership or interest on MSD brands, trade names or products, or on any MSD information. The Supplier will promptly notify MSD of any breach of MSD's intellectual property rights that the Supplier is aware of.
11. **Third Parties' Intellectual Property:** The Supplier commits to protect the intellectual property rights of third parties, and in the potential case that this occurs, the Supplier is obliged to defend and maintain MSD harmless from any claims, losses, damages, actions, lawsuits, trials, rulings or awards, transactions or settlements, or proceedings against MSD which arises as consequence of a breach of such rights by the Supplier, including but not limited, to the use by MSD of the materials, projects, drawings, sketches, designs, pictures, texts, software, programs or graphs provided by the Supplier.
12. **Advertising:** It is strictly forbidden to the Supplier to publish or disclose MSD-related information, such as name, or any of its products in brochures, magazines, newspapers or any other written communication mean, radio or television, or use or make reference to MSD name, brands or logos for any purpose, especially advertising, without prior written authorization from MSD that specifically considers this type of communication.
13. **Confidentiality:** The Supplier is obliged and commits to maintain all the information disclosed by MSD to the Supplier, any affiliate or company related to such other party as secret and confidential, and not to disclose such information to any third party different to a government entity that has been contacted in order to obtain products approvals or registrations object of this Purchase Order. The obligations engaged in virtue of the Purchase Order herein will not apply to any information that at the time of

disclosure was already of public domain or was already in the receiving party's possession (except through the prior disclosure by a non-disclosing party or any of its affiliates) and such possession may be appropriately documented by the disclosing party in its written records, and has not been disclosed to the receiving party by any person under obligation of confidentiality by the non-disclosing party or any of its affiliates. The obligations of confidentiality established in this Purchase Order will survive the termination, expiration, cancellation, or otherwise, of this Purchase Order, during at least five (5) years as of the effective date of termination or cancellation of this Purchase Order.

14. **Privacy and Information Protection:** The Supplier authorizes MSD to include its personal and contact data in its databases and to execute their management by MSD or its designee, as set forth in the national and international, and corporate Protection and Privacy laws (Habeas Data). The Supplier will comply with all the applicable laws, regulations and rules of information protection and privacy. Also, the data will be managed according to the Corporate Policy related to the MSD Transparency and Data Privacy and Management, which can be consulted at any moment through the following link <http://www.merck.com/about/how-we-operate/privacy/transparency-and-privacy.html>. In case the Supplier provides Personal Information to MSD, it declares and ensures that MSD is not breaching any applicable law, regulation or rule, or the rights of any individual or entity, through the provision of such Personal Information to MSD. In the event that the provision of Personal Information by the Supplier to MSD implies any breach and generates damages to MSD or third parties, the Supplier is obliged to hold MSD harmless for all concepts and data management, and will ensure the confidentiality and privacy of the collected data. Likewise, the Supplier will be obliged to serve within the terms established in the data protection regulations, any petition, request, complaint or claim filed by the personal data holder, and notify of such occurrence to MSD. Also, the Supplier ensures and assumes the responsibility that

SCHERING PLOUGH DEL ECUADOR S.A. (MSD)
General Conditions applicable to Purchase Orders (PO)

all its employees and/or collaborators, receive the data only in a need to know basis for the execution of the object of the Purchase Order and provided that these commit to ensure the use of the information in the terms established herein.

15. Business Code of Conduct: MSD endeavors to hold itself and its Supplier to the highest ethical and compliance standards, including basic human rights, encouraging fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management systems and the conduct of business in an ethical manner. Without limiting any of Supplier's other obligations hereunder, and without conflicting with or limiting any of the warranties, obligations or other provisions expressly set forth elsewhere in this PO, including without limitation its obligations hereof, Supplier agrees that it will abide by the letter and spirit of MSD's Business Partner Code of Conduct (the "Code"), as in effect from time to time, a copy of which is available at <http://www.msd.com/about/how-we-operate/code-of-conduct/home.html>.

Supplier agrees that it will provide all documentation reasonably requested by MSD to demonstrate compliance with the Code. In the event of a conflict between the obligations in this Clause and the Code, on the one hand, and any other provision in this PO, on the other hand, such other provision of this PO shall control (but only to the extent of the conflict).

MSD reserves the right, in its sole discretion, to audit Supplier's operations, books and records to ensure compliance with the Code. MSD will provide reasonable advance notice of such an audit, and may conduct this audit on its own or using a third-party auditor of its choosing. Supplier shall acknowledge receipt of MSD's notice as promptly as practicable after receipt of such notice and will confirm the date on which the audit will occur within 14 days after receipt of such notice. MSD or its third-party auditor may interview Supplier's employees as part of or in connection with the audit. This audit right shall be in addition to any other audit rights granted in this PO.

In the event an audit identifies a non-conformance by Supplier with the Code, Supplier will promptly take corrective action to remedy the non-conformance. MSD reserves the right to approve all corrective actions. Corrective actions shall be implemented by Supplier at Supplier's expense. MSD will endeavor, whenever practicable, to work with Supplier to remedy the issue and put in place a corrective action plan.

In the event Supplier refuses to allow an audit, or fails or refuses to take corrective action, then in addition to any other remedy available to it under this PO, at law or in equity, MSD reserves the right to terminate this PO within 90 days after written notice from MSD.

MSD expects that Supplier will abide by the letter and spirit of MSD's Supplier Performance Expectations, as in effect from time to time, a copy of which is also available at <http://www.merck.com/about/how-we-operate/code-of-conduct/home.html>

16. Restricted Lists: As of the date of this Purchase Order and during the commercial relationship the Supplier represents and warrants that is not nor any of its legal representatives, as applicable, are listed on any of the following U.S. or EU denied parties lists, or any other denied parties list issued by another jurisdiction including but not limited to: **i)** the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons (the "SDN List") (<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>), **ii)** U.S. Treasury Department's Office of Foreign Asset Controls "OFAC" Consolidated Sanctions List (<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/consolidated.aspx>), **iii)** the U.S. Commerce Department's Denied Persons List (<http://www.bis.doc.gov/dpl/thedeniallist.asp>) and **iv)** Entity List (<http://www.bis.doc.gov/entities/default.htm>), and **v)** the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions (http://eeas.europa.eu/cfsp/sanctions/consolidated_en.htm Instructions to access EU

SCHERING PLOUGH DEL ECUADOR S.A. (MSD)
General Conditions applicable to Purchase Orders (PO)

financial sanctions database.pdf. Supplier authorizes MSD to verify the information of Restricted Lists.

The Supplier further represents and warrants that it is not directly owned by 50% or more by a person listed on the SDN List and shall notify MSD in writing immediately if Supplier or any of its legal representatives become listed on any of the U.S. or EU denied parties lists or if it becomes owned by 50% or more by a person listed on the SDN List.

17. Certification of income source: With the acceptance of the PO, the Supplier certifies under oath that its resources do not derive from or are intended to the exercise of any illegal activity associated to asset laundering arising from these activities or activities related to the financing of terrorism. The Supplier is obliged to conduct all the activities oriented to ensure that all its partners, administrators, clients, Suppliers, employees, etc., and their resources are not related, or come from, illegal activities, particularly asset laundering or financing of terrorism.

18. Conflict of Interests: The Supplier accepts that the business relationship with MSD does not represent any type of conflict of interests or legal limitation; moreover, in case of having any observations about a potential conflict of interest or limitation of any kind, it will be immediately notified to MSD in order to perform the necessary internal evaluations.

Supplier shall inform MSD if during the execution of the PO its partners or any of its employees, agents and/or subcontractors responsible for the fulfilment of the PO is appointed as a public officer and/or accepts any appointment as a public officer in Ecuador, including any situation of potential conflict of interest whether arising of the commercial, corporate, familiar, social or any otherwise relationship.

19. Auditing: The Supplier agrees that all the transactions related to this PO shall be thoroughly and accurately revealed in its accounting books and records. MSD may request access and audit the books and

records to ensure the correctness of the records. Such books and records will be retained for five (5) years.

20. Personnel / Employment Obligations: The provision of services shall be performed: (a) if the Supplier is a natural person, by the Supplier itself; (b) if the Supplier is a legal entity, regardless of the legal status under which it was incorporated, by its partners or employees in a relation of dependency. In accordance with the civil nature of the services, the PO will be subjected to the applicable civil and commercial regulations; therefore, in the development of its services, neither the Supplier nor its personnel assigned for the development of the services, will be subject to subordination, a fix or minimum schedule, or daily or mandatory attendance which result in the acknowledgement of social benefits or labor rights. The Supplier will be responsible for all the work, taxable, pension and social security obligations of the people providing the Services, thus complying both in time and form, and hold MSD harmless in case of any claims, legal or extralegal, by third parties based on the breach of such obligations. The Supplier, its dependents, contractors, agents, subcontractors and/or representatives will not be under MSD's subordination and/or dependence. The Supplier exclusively assumes all the responsibilities of work, tax, and commercial nature and any other nature regarding its assistants or personnel that could be engaged for the development of the services.

21. Assignment: The PO herein can be assigned totally or partially by MSD, without the consent of the Supplier. In all other cases, the PO cannot be transferred or assigned by the Supplier without prior written consent from MSD. MSD reserves the right to assign this PO to its subsidiaries, affiliates or related companies in or outside the country, and a written notice to the Supplier shall be sufficient.

22. Liability for Damages: The Supplier will be responsible before MSD and any third party for damages that, directly or indirectly, may cause as result of its mistakes, omissions, misconducts, negligence, intentional or unintentional actions, or any other derived

SCHERING PLOUGH DEL ECUADOR S.A. (MSD)
General Conditions applicable to Purchase Orders (PO)

from the services provision in favor of MSD and is obliged to defend and compensate MSD economically in case it is damaged by its fault.

23. Information completeness: Any relevant documentation or information of the activities performed, including but not limited to any documentation of Good Manufacturing Practice (GMP), should be attributable, original, accurate, legible, complete, controlled, accessible and safe regarding any intentional or unintentional handling or loss. These conditions are required during the document retention term of such information.

24. Human Material: Any material derived from human subjects (“Human Material”) shall be appropriately collected with all the approvals, consents and/or authorizations necessary for its collection, use or transference as indicated in the PO herein, without any obligation to MSD regarding those who contributed with the Human

Material. The Supplier will provide documentation of such approvals, consents and/or authorization whenever requested by MSD.

25. Severability: If any of the provisions of this PO becomes null or otherwise, it will be considered unenforceable from this PO, all the remaining provisions of this Purchase Order, however, will be considered in full effect and force.

26. Applicable Legislation: This PO will be governed and construed according to the laws of the Republic of Ecuador.

END OF THIS GENERAL CONDITIONS
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