

1) DEFINITIONS AND INTERPRETATIONS

(a) Definitions:

- i) Unless the context otherwise requires:
- (1) "Business Day" means a day that is not a Saturday, Sunday or any other day which is a public holiday in Auckland, New Zealand;
 - (2) "Client" means the person who has entered into an FFS with PAG;
 - (3) "Fee for Services" means the relevant prices for the Services as set out in the FFS.
 - (4) "FFS" means the Fee for Service Agreement.
 - (5) "PAG" means Pfizer New Zealand Limited.
 - (6) "Related Companies" has the meaning in section 2(3) of the Companies Act 1993 (read as if the expression 'company' in that subsection included any body corporate of any jurisdiction).
 - (7) "Samples" means any samples submitted by the Client to PAG for the purposes of this Agreement.
 - (8) "Services" means the services described in the FFS.
 - (9) "Special Conditions" means any special conditions set out in the letter enclosing the FFS and these Terms and Conditions.

(b) Interpretation:

- i) All monetary amounts are in New Zealand dollars, unless otherwise stated.
- ii) The FFS, these Terms and Conditions and any special conditions form the agreement between the parties ("Agreement").
- iii) The term "person" includes an individual, partnership, firm, company, body corporate, corporation, association, organisation, trust, estate, state or government or any agency thereof, municipal or local authority, and any other entity, whether incorporated or not (in each case whether or not having a separate legal personality).

2) TERM OF ENGAGEMENT

- a) The Client engages PAG to provide to the Client the Services as requested by the Client during the period between the Contract Start Date and Contract End Date as set out in the FFS.

3) PERFORMANCE OF SERVICES

- a) PAG will carry out the Services in the timeframe agreed between PAG and the Client, as specified in the FFS.

4) SERVICES

- a) Prior to the provision of any Services, PAG and the Client must agree to the scope of the Services to be provided, the timeframe within which the Services are to be provided and the Fee for Services, all of which are described/set out in the FFS.
- b) Any changes or additions to the scope, timeframe or cost of the Services must be agreed in writing.

5) REMUNERATION

- a) The Client must pay the Fee for Services to PAG for the Services provided as described in the FFS.
- b) Payment for Services, and any other charges associated with Services, is due on the 20th of the month following the month in which the invoice is received by the Client. All payments shall be made in New Zealand dollars. Payment shall be made in cleared funds.
- i) All prices are exclusive of freight, insurance, customs duty, and any other costs; and
 - ii) all applicable taxes, including goods and services tax or any similar tax ("GST"), assessed or levied in connection with the supply of Services. If GST has application to any supply of Services made under or in connection with this Agreement, PAG may, in addition to any amount or consideration expressed as payable elsewhere in this Agreement, recover from the Client an additional amount on account of GST, such amount to be calculated by multiplying the amount or consideration payable by the Client for the supply by the prevailing GST rate. This amount is payable by the Client upon demand by PAG whether such demand is by way of an invoice or otherwise.
- c) The Client shall not be entitled to withhold payment or make any set off or deduction from the price of Services supplied or from any other payment due by the Client.

- d) If PAG at any time deems the credit of the Client to be unsatisfactory, PAG may require the Client to grant security for payment satisfactory to PAG and may suspend performance of its obligations under this Agreement until that security is provided. All costs and expenses incurred by PAG as a result of such suspension and any recommencement shall be payable by the Client.

- e) Interest at 5% per annum above PAG's bank indicator lending rate from time to time, calculated on a daily basis, shall be payable on any moneys outstanding by the Client to PAG from the date payment is due until the date payment is received by PAG but without prejudice to PAG's other rights and remedies in respect of non-payment or late payment. That interest shall be payable on demand by PAG.

If no time is provided, payment shall be made within five Business Days of payment being demanded by PAG.

6) RISK

- a) Risk of any loss, damage or deterioration of or to the Samples shall remain with the Client upon acceptance of delivery by PAG. Once delivery has been accepted by PAG, PAG shall take reasonable care of the Samples.

7) LIABILITY

- a) To the fullest extent permissible at law;
- i) All representations, terms, warranties, guarantees, or conditions whether implied by statute, common law or custom of the trade or otherwise, including, but not limited to, implied warranties, guarantees or conditions of merchantability and/or fitness for a particular purpose, are excluded.
 - ii) PAG shall have no liability to the Client or any of the Client's representatives for anything, other than a breach by PAG of an express provision of this Agreement (including but not limited to negligence on the part of PAG or its employees or agents).
- b) Client acknowledges that it does not rely on any representation or statement made by or on behalf of PAG or its employees or agents other than the express provisions of this Agreement. To the full extent permitted by the laws of New Zealand, any conditions or warranties imposed by such legislation are hereby excluded. Insofar as liability under or pursuant to such legislation may not be excluded, such liability is limited at the exclusive option of PAG, to:
- (1) the re-supply of the Services; or
 - (2) the re-payment of the fees paid by the Client for the performance of the Services by PAG.
- c) PAG shall not be liable for any loss of profits or any consequential, indirect or special damage or loss of any kind suffered by Client or any of the Client's representatives.
- d) Notwithstanding anything else contained in this Agreement, the liability of PAG to Client shall not in aggregate exceed the invoice price of the fee for the Services in respect of which the liability arises.
- e) The Client releases and indemnifies and shall continue to release and indemnify, PAG from and against:
- i) all actions, claims, proceedings or demands by any person (including those brought by third parties) in respect of any loss, damage or injury which may be brought against it, whether on their own or jointly with the Client and whether at common law, in equity or pursuant to statute or otherwise arising out of the Client's exercise of its rights under this Agreement;
 - ii) all damages, costs and expenses incurred in defending or settling any such claim, proceeding or demand; and
 - iii) any liability or cost incurred by PAG as a result of any breach by the Client of any provision of this Agreement.
- f) This clause 7 shall survive expiration of this Agreement.

8) DEFAULT

- a) A Default occurs if any one or more of the following occurs:
- i) The Client defaults in performance of its obligations under this Agreement (including failure to make payment on the date the payment is due).
 - ii) The Client defaults in performance of its obligations under any other agreement with PAG.

- iii) The Client becomes insolvent or is adjudicated bankrupt or an application is made for its liquidation or a liquidator or receiver is appointed in respect of its assets.
 - iv) The Client enters into, or is likely to enter into, any composition or arrangement with its creditors.
 - v) The Client no longer carries on business or threatens to cease carrying on business.
 - vi) A change of ownership or effective control of the Client occurs or the nature of the Client's business is materially altered.
 - vii) Any other event which PAG considers may materially adversely affect the ability of the Client to perform any of its obligations under this Agreement
- b) If a Default occurs, PAG, without prejudice to any other rights or remedies, may at its option do any one or more of the following:
- i) Require all moneys outstanding to be immediately due and payable.
 - ii) Require security for the Client's obligations to PAG's satisfaction.
Suspend the Agreement in which case PAG shall not be obliged to perform any of its obligations under this Agreement during the period of suspension including, without limitation, provision of the Services ordered by the Client. Any suspension shall not prevent PAG from terminating the Agreement during the period of suspension.
 - iii) Terminate the Agreement.
- c) The Client shall pay all costs incurred by PAG, (including costs on a solicitor/client basis and debt collectors' costs) incurred in the recovery or attempted recovery of outstanding moneys and the enforcement of this Agreement.
- d) Payments by the Client shall be applied in reduction of amounts owing by the Client in such order as PAG determines.
- 9 TERMINATION**
- a) This Agreement may be terminated by either party giving 60 days written notice to the other.
 - b) From the date of termination, the Client is liable for the Fees for Service earned or incurred up to the date of termination.
- 10) INTELLECTUAL PROPERTY**
- a) In this Agreement:
 - i) "Intellectual Property" includes patents, design patents, registered designs, copyrights, trade dress, trade marks, trade and business names and trade secrets, and applications for any of the foregoing as well as rights in and to inventions, discoveries, improvements, look and feel, works and names;
 - ii) "Trade Mark" means the registered trade mark(s) used by PAG.
 - b) Unless the parties agree otherwise:
 - i) the Client will own all rights, including Intellectual Property rights, in any material created by PAG, which includes genetest result reports, genetic conditions reports, client reports, profile reports, parentage verification reports, reinterpreted client data reports, sample confirmation reports, sample status reports and SIL reports, for the Client in providing the Services to the Client pursuant to this Agreement (the "Created Material"), provided, however, that Created Material excludes any raw data, which includes genotype data, laboratory results files, marker information, phenotype data and Intellectual Property that PAG is obligated to protect; ("Raw Data"). For the avoidance of doubt, PAG shall retain ownership of all rights, including Intellectual Property rights, in any Raw Data; and
 - ii) the Client grants to PAG a perpetual, non-exclusive, royalty-free licence to use all Intellectual Property in the Created Material for such research, development and commercialisation purposes as PAG sees fit.
 - c) PAG licenses the Client to use the Trade Mark in the Client's own promotional and sales materials in connection with the Services carried out by PAG for the Client under this Agreement. PAG will provide the Client upon request with a copy of the Trade Mark of a quality suitable for reproduction.
- d) The Client must only use the Trade Mark with the prior written approval of PAG for each type of use or application, and PAG will not unreasonably withhold such approval.
 - e) When using the Trade Mark, the Client must not allow the appearance of the Trade Mark to be altered in any way (other than proportional size adjustment) without PAG's prior written approval.
- 11) OWNERSHIP AND USE OF SAMPLES**
- a) The parties acknowledge and agree that all Samples remain the property of the Client.
 - b) Samples will be used only in delivery of the requested Services.
 - c) PAG routinely stores Samples for future use, but makes no commitment that they will be available for further testing.
 - d) The Client is responsible for all costs associated with the freight of DNA test kits and the Created Material.
 - e) PAG will attempt to confirm with the Client the number of Samples received and any Samples that PAG cannot process (for example, due to duplicates or missing information). Any re-sampling required to correct poorly taken, contaminated or incorrectly identified samples is at the Client's expense.
 - f) For the avoidance of doubt, PAG will not reimburse the Client for any Samples that fail to produce a genotype.
- 12) CONFIDENTIALITY**
- a) In this clause 10, unless the context otherwise requires:
 - i) "Approved Purposes" means the purpose of this Agreement;
 - ii) "Confidential Information" means information of every kind:
 - (1) concerning, or in any way connected with:
 - (a) either party or a Related Company of either party; or
 - (b) the business, property or affairs of either party or of any officers or employees of either party; or
 - (2) which is the property of either party or a Related Company of either party; and which:
 - (3) is disclosed in writing, orally or by any other means by either party or by any person on either party's behalf to the other or an employee, officer or agent of the other; or
 - (4) comes to the knowledge of either party or an employee, officer or agent of either party by any means; and includes
 - (5) the Intellectual Property and any other intellectual property of either party; and
 - iii) "Notes" means notes which relate to, summaries and copies of, and extracts from any Confidential Information whether in documentary, visual, machine readable or other form.
 - b) Each party must:
 - i) maintain and take all steps necessary to maintain all Confidential Information and all Notes in strictest confidence;
 - ii) use Confidential Information and Notes solely for the Approved Purposes;
 - iii) not make Notes or allow Notes to be made except as necessary in connection with the Approved Purposes;
 - iv) not disclose any of the Confidential Information or Notes to any person other than those employees, officers and agents who are required to receive and consider the Confidential Information in the course of (and solely for) the Approved Purposes.
 - c) Clause 12)b) does not impose obligations on either party concerning Confidential Information which is publicly available.
 - d) It is not a breach of clause 12)b) for either party to disclose Confidential Information which it is obliged by law to disclose to the person to whom it is disclosed.
- 13) NO PARTNERSHIP OR EMPLOYMENT**
- a) The parties acknowledge that they have no authority to bind each other without the other's specific consent.
 - b) The parties acknowledge that PAG enters into this Agreement as an independent contractor.

14) NO ASSIGNMENT

- a) Neither party to this Agreement may assign or otherwise deal with the whole or any part of it except with the prior written consent of the other party which consent may not be unreasonably withheld; provided, however, either party may, without such consent, assign this Agreement, in whole or in part, to any of its respective Related Companies or successors-in-interest. Any permitted assignee shall assume all obligations of its assignor under this Agreement.

15) DISPUTE RESOLUTION

- a) If there is a dispute under this Agreement, the parties must negotiate in good faith to resolve the dispute in a spirit of goodwill and compromise.
- b) If there is a dispute under this Agreement that is not resolved in accordance with clause 15)a) above the parties must participate in a mediation to attempt to resolve that dispute.
- c) The referral to mediation will be commenced by a party giving notice to the other party stating the subject matter and details of the dispute and requiring the dispute to be referred to a mediator to be appointed by the parties. Failing agreement within 10 Business Days after the date of giving the notice, the mediator will be appointed at the request of a party by the president (or his or her nominee) for the time being of the Arbitrators' and Mediators' Institute of New Zealand Inc ("AMINZ"). The mediation will be conducted in accordance with the AMINZ mediation protocol.

16) ANTI-BRIBERY WARRANTIES

- a) The Client warrants, represents and undertakes to PAG that:
 - i) All information provided by the Client during PAG's pre-contractual due diligence, including all information provided in the Third Party Entity FCPA Due Diligence Questionnaire (if completed), is complete, truthful and accurate;
 - ii) It has not offered, promised or paid, either directly or indirectly, any money or anything of value to a government official (including, but not limited to, a healthcare professional) to induce such government official to act in any way in connection with his/her official duties or to otherwise obtain an improper advantage for the Client or for PAG and will not offer, promise, pay or authorise such an offer, promise or payment in the future; and
 - iii) The Client will at all times comply with the PAG Anti-Bribery and Anti-Corruption Principles (Schedule 1 hereto) and will re-certify FCPA compliance on a yearly basis in the form attached (Schedule 2 hereto).

17) PUBLICATIONS

- a) In any publication (including advertising and promotional material) relating to this Agreement or the Created Material, PAG shall not publish individual results from testing without first obtaining the Client's prior written consent.

18) FURTHER ASSURANCE

- a) Each party must promptly, at its own cost, do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

19) SEVERABILITY

- a) If anything in this Agreement is unenforceable, illegal or void, then it is severed and the rest of this Agreement remains in force.

20) ENTIRE UNDERSTANDING

- a) This Agreement contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement.

21) VARIATION

- a) An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

22) COSTS AND DISBURSEMENTS

- a) Each party must pay its own costs and disbursements connected with the negotiation, preparation and execution of this Agreement.

23) NOTICES

- a) A notice or other communication connected with this Agreement has no legal effect unless it is in writing.

24) SPECIAL CONDITIONS

- a) This Agreement is subject to the Special Conditions. In the event of any conflict between the Special Conditions and another clause of this Agreement, the Special Conditions shall prevail.

25) FORCE MAJEURE

- a) Neither party shall be liable for any failure or delay in complying with any obligation imposed on that party under an Agreement if:
 - i) the failure or delay arises directly or indirectly from a cause reasonably beyond that party's control and not due to the default or insolvency, or an intentional act or omission, of that party;
 - ii) that party, on becoming aware of the cause, promptly notifies the other party in writing of the nature and expected duration of, and the obligation affected by the cause; and
 - iii) that party uses its reasonable endeavours to mitigate the effect of the cause on that party's obligations and to perform that party's obligations on time despite the cause, but nothing in this clause shall excuse a party from any obligation to make a payment when due under the Agreement.

26) GOVERNING LAW AND JURISDICTION

- a) The law of New Zealand governs this Agreement. The parties submit to the jurisdiction of the courts of New Zealand.

SCHEDULE 1

PFIZER ANTI-BRIBERY AND ANTI-CORRUPTION PRINCIPLES

Pfizer Corporate Policies 201 (Lawful and Ethical Behaviour) and 115 (International Anti-Bribery and Anti-Corruption) provide that Pfizer colleagues must conduct all Pfizer business in a lawful and ethical manner, in accordance with applicable laws and regulations, including the US Foreign Corrupt Practices Act, 1977 (the "FCPA").

The FCPA prohibits making, promising, or authorising the making of a corrupt payment or providing anything of value to a government official to induce that official to make any governmental act or decision to assist a company in obtaining or retaining business. The FCPA also prohibits a company or person from using another company or individual to engage in any of the foregoing activities. As a US company, Pfizer must comply with the FCPA and could be held liable as a result of acts committed anywhere in the world by a Pfizer consultant, agent, or representative, or even by a company acting on behalf of Pfizer ("Business Associates"). Therefore, Pfizer requires all of its Business Associates to conduct their Pfizer-related work in accordance with these principles.

Definition of a Government Official

Under Pfizer's policies, "government official" is broadly interpreted and includes:

- (i) any elected or appointed government official (eg 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 political party, officer, employee, or person acting for or on behalf of a political party or candidate for public office; or
- (iv) an employee or person acting for or on behalf of a public international organisation (eg the United Nations).

"Government" is meant to include all levels and subdivisions of governments (ie 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 are considered "government officials" under Pfizer's policies.

FCPA, Anti-Corruption and Anti-Bribery Principles

Business Associates may not directly or indirectly make, promise, or authorise the making of a corrupt payment or provide anything of value to any government official to induce that government official to make any governmental act or decision to help Pfizer obtain or retain business. Business Associates may never make a payment to or offer a government official any item or benefit, regardless of value, as an improper inducement for such government official to approve, reimburse, prescribe, or purchase a Pfizer product, to influence the outcome of a clinical trial, or otherwise improperly to benefit Pfizer's business activities.

Understand and Follow Local Laws

Business Associates need to understand whether local laws, regulations, or operating procedures (including requirements imposed by government entities such as state-owned hospitals or research institutions) impose any limits, restrictions, or disclosure requirements on compensation, financial support, donations, or gifts that may be provided to government officials. Business Associates must take into account and comply with any applicable restrictions in conducting their Pfizer-related activities. 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 undertaking their activities.

SCHEDULE 2

CERTIFICATE OF COMPLIANCE

US Foreign Corrupt Practices Act of 1977

Pursuant to clause 16 of the contract between PAG and COMPANY ("Company"), dated [], I hereby certify:

1. Company has been provided with a copy of Pfizer's International Anti-Corruption and Anti-Bribery Principles;
2. Company has not made any payments or provided any benefit to a Government Official, as defined in Pfizer's International Anti-Corruption and Anti-Bribery Principles, to induce such Government Official to undertake any governmental act or make any decision to help Pfizer obtain or retain business and has not made a payment or offered any item or benefit, regardless of value, as an improper inducement for such Government Official to approve, reimburse, prescribe, or purchase a Pfizer product, to influence the outcome of a clinical trial, or otherwise improperly to benefit Pfizer's business activities; and
3. That the information contained in the Questionnaire provided to PAG at the time the contract was made remains correct or, if it has changed, that I have notified PAG of the changes.

Company Name:

Name:

Title:

Date: