



தமிழ்நாடு தமிழ்நாடு TAMIL NADU

HOSPIRA HEALTHCARE INDIA PRIVATE LIMITED
Chennai

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முத்திகாத்தான் விற்பனைபாளர்
உம.எண்.5930/ஆ.3/08-4/19-12-08
நெ.14/83, ஹரிகிருஷ்ண நாயடு தெரு
வாத்தாறுபுரம், அம்பத்தூர், சென்னை-600053
செல் : 9444364919

RENEWAL AGREEMENT #1

This Renewal Agreement is made at Chennai on this 21st day of April 2017 to the Professional Services Agreement dated May 24, 2016 by and between

Hospira Healthcare India Pvt. Ltd., registered in India under the Companies Act, 1956, with Company Identification Number (CIN): U24232TN2009PTC073563 and having its Registered Office situated at Plot No. B3, SIPCOT Industrial Park, Irungattukottai 602117, Sriperumbudur (taluk), Kancheepuram District, Tamil Nadu (hereinafter referred to as "Hospira" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives and assigns) of the One Part.,

AND

MGM Medical Centre & Research Institute., having its address at N-6, CIDCO, Aurangabad - 431 003 ("Contractor"), (hereinafter referred to as "Medical Service Provider" which expression shall mean and include all its administrators, assignees, agents, successors and legal representatives) of the Other Part

For Hospira Healthcare India Pvt. Ltd.

[Signature]
Authorised Signatory

[Signature]
Chief Executive Officer
MGM's Medical Centre & Research Institute
N-6, CIDCO, Aurangabad - 431 003

WITNESSETH

Hospira and Medical Service Provider shall be individually to be referred as "Party" and collectively as "Parties"

WHEREAS The Medical Service Provider shall provide Pre-Employment and periodic medical checkup for employees of Hospira at the company's API Manufacturing unit at Aurangabad.

WHEREAS The Agreement expired on March 31, 2017 and the parties to the Agreement are desirous of renewing the term of the Agreement further for a period of one year with effect from April 01, 2017 to till March 31, 2018.

NOW THEREFORE in consideration of the mutual correspondence, promises and agreements contained herein the Parties hereto agree to this Renewal Agreement by adding the following clauses:

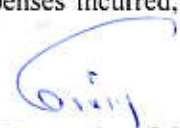
1. Term: The term of the Agreement shall be extended further for a period of one year with effect from April 01, 2017 to till March 31, 2018.
2. Clause 8 (Representations & Warranties) is amended and shall read as below:

The Medical Service provider hereby represents and warrants that:

- a) Medical Service provider is licensed, registered, and 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 services encompassed within this Agreement and no regulations or other obligations prohibit it from providing such goods or services;
- b) Medical Service provider 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 or any other person in order for Hospira 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) Medical Service provider has been provided with a copy of "International Anti-Bribery and Anti-Corruption Business Principles" exhibited as Schedule "I" to this Agreement and has communicated such Principles to all persons acting on its behalf in connection with work for Hospira, including agents or subcontractors;
- d) Any information provided by Medical Service provider to Hospira in connection with Pfizer anti-corruption due diligence (which is also applicable to Hospira), is complete, truthful and accurate and Medical Service provider agrees to inform Hospira if any responses in the due diligence questionnaire with respect to Medical Service provider or any individuals identified in the due diligence questionnaire or their Family Relatives, as defined therein, change during the performance of this agreement.
- e) Medical Service provider will (i) provide truthful and complete documentation supporting, in reasonable detail, the work performed and any expenses incurred, (ii)

For Hospira Healthcare India Pvt. Ltd.


Authorized Signatory



Chief Executive Officer 2
MCM's Clinical Centre & Research Institute
B-3, Block-2, Aurangabad-431003

maintain true, accurate, and complete invoices, reports, statements, books, and other records, and (iii) secure pre-authorization in writing from Hospira for any extraordinary expenditure; and

- f) Medical Service provider will permit, during the term of this agreement and for three years after final payment has been made under the agreement, Hospira internal and external Medical Service provider' access to any relevant books, documents, papers, and records of Medical Service provider involving transactions related to the agreement. Where the agreement involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality.
 - g) Medical Service provider agrees that upon request of Hospira, any persons acting on behalf of Medical Service provider in connection with work for Hospira, will complete Pfizer anti-corruption training provided by Hospira, and will notify Hospira of any persons that require such training, at the time of contracting and during the term of the engagement.
 - h) Upon request by Hospira, the Medical Service provider agree to follow Pfizer's My Anti-Corruption Policy and Procedures (MAPP) in connection with the Medical Service provider's performance under this engagement, including requiring relevant employees of Medical Service provider, as determined by Hospira, to complete training on Pfizer anti-corruption and/or MAPP provided by Hospira.
 - i) Hospira may forthwith terminate this Agreement, if Medical Service provider breaches any of the above Representations and Warranties. In the event of termination due to breach of Representation and Warranties here, Medical Service provider shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and Medical Service provider shall be liable for damages or remedies as provided by law. Further, Medical Service provider shall indemnify and hold Hospira harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of Medical Service Provider's failure to comply with its obligations under this Agreement.
3. The Code of Conduct: Medical Service provider shall comply with Hospira Supplier's Code of Conduct available at http://www.pfizer.com/b2b/suppliers/supplier_conduct and ensure that neither the Medical Service provider nor any of its officers, employees, directors, suppliers, agents, representatives, coach cause any employee of an Hospira group company to be in violation of the Pfizer Supplier Conduct Principles available at http://www.pfizer.com/files/b2b/pfizer_supplier_conduct_principles.pdf
4. General: Except the above clause, the other terms and conditions of the agreement shall remain in full force and effect.
5. Entire Agreement: This Renewal Agreement, the "Agreement" entered between Hospira and Medical Service provider dated May 24, 2016 together with the exhibits, schedules and addendums hereto shall constitute the entire agreement between the Parties relating to the subject matter hereof.

For Hospira Healthcare India Pvt. Ltd.


Authorized Signatory


Chief Executive Officer
MCI's Medical Centre & Research Institute
H-5, Gurgaon Road-401003

6. Execution in Counterparts. This Renewal Agreement may be executed in duplicate, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument, and any Party may execute this renewal by signing in counterparts.

For Hospira Healthcare India Private Limited

B. S. S. S. S. S.

Authorised Signatory

Name: B. S. S. S. S.

Designation: VP Procurement

Date: 21.04.2017.



For MGM Medical Centre & Research Institute

Dr. Pravin Surywanshi

Authorised Signatory

Name: DR. PRAVIN SURYWANSHI

Designation: CEO

Date: 02.05.2017



Schedule - 1

Pfizer's 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 Medical Service providers, agents, representatives or other companies and individuals acting on our behalf ("Medical Service provider"), as well as those acting on behalf of Medical Service provider (e.g., subcontractors), in connection with work for Pfizer.

Bribery of Government Officials

Most countries have laws that forbid making, offering or promising any payment or anything of value (directly or indirectly) to a Government Official when the payment is intended to influence an official act or decision to award or retain business.

"Government Official" shall be broadly interpreted and means:

- (i) any elected or appointed Government official (e.g., a legislator or a member of a Government ministry);
- (ii) any employee or individual acting for or on behalf of a Government Official, agency, or enterprise performing a governmental function, or owned or controlled by, a Government (e.g., a healthcare professional employed by a Government hospital or researcher employed by a Government university);
- (iii) any political party officer, candidate for public office, officer, or employee or individual acting for or on behalf of a political party or candidate for public office;
- (iv) any employee or individual acting for or on behalf of a public international organization;
- (v) any member of a royal family or member of the military; and
- (vi) any individual otherwise categorized as a Government Official under law.

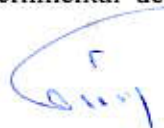
"Government" means all levels and subdivisions of governments (i.e., local, regional, or national and administrative, legislative, or executive).

Because this definition of "Government Official" is so broad, it is likely that Medical Service provider 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

For Hospira Healthcare India Pvt. Ltd.


Authorised Signatory


Chief Executive Officer
MGM's Medical Centre & Research Institute
H-9, CDSO, Aurangabad-431003

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

Medical Service provider must communicate and abide by the following principles with regard to their interactions with Governments and Government Officials:

- Medical Service provider, 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. Medical Service provider, 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, Medical Service provider, 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.
- Medical Service provider, 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.

For Hospira Healthcare India Pvt. Ltd.


Authorized Signatory


Chief Executive Officer 6

MGL's Medical Centre & Research Institute
H-2, GSCO, Aurangabad-431003

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 Medical Service provider, 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

Medical Service provider must communicate and abide by the following principles with regard to their interactions with private parties and Pfizer colleagues:


- Medical Service provider, 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.
- Medical Service provider, 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 Medical Service provider, 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

Medical Service provider, 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.

For Hospira Healthcare India Pvt. Ltd.


Authorized Signatory


Chief Executive Officer
MCM's Medical Devices & Diagnostics Division
H-3, Gurgaon, India