

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6226778

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TONY REEVELL	09/10/2015
RECEIVING PARTY DATA		
Name:	PHILIP MORRIS PRODUCTS S.A.	
Street Address:	QUAI JEANRENAUD 3	
City:	NEUCHATEL	
State/Country:	SWITZERLAND	
Postal Code:	2000	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16302178
CORRESPONDENCE DATA		
Fax Number:	(612)305-1228	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6123051006	
Email:	dlagro@mrsgs.com	
Correspondent Name:	BRIAN C. WHIPPS	
Address Line 1:	111 WASHINGTON AVENUE SOUTH	
Address Line 2:	SUITE 700	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55401	
ATTORNEY DOCKET NUMBER:	0642.001740US01	
NAME OF SUBMITTER:	DENISE M. LAGRO	
SIGNATURE:	/Denise M. Lagro/	
DATE SIGNED:	07/30/2020	
Total Attachments: 24		
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**PHILIP MORRIS
PRODUCTS S.A.**
Version 1.0

SERVICES AGREEMENT (FIXED PRICE)

PO Number [] (if given here, you must refer to this number in your invoices and all your correspondence)

Page 1 of 9

Contract Information	
1. PMP:	<p>Philip Morris Products S.A.</p> <p>Registered office: Quai Jeanrenaud 3, 2000 Neuchâtel, Switzerland</p> <p>VAT No.: CHE-116.276.488 TVA</p> <p>Send your invoices to PMP at the following address:</p> <ol style="list-style-type: none"> 1. E-mail address from the signed Declaration of PDF invoicing (if applicable), or 2. c/o PMI Service Center Europe Sp. z o.o., PMP, PO Box 52, 30-969 Krakow 28, Poland. <p>PMP Responsible: Stéphane HEDARCHET</p>
2. Supplier:	<p>NGIP</p> <p>Registered office: Albert Buildings, 49 Queen Victoria Street, London, EC4N 4SA, UK</p> <p>Supplier Contact: Tony Reeve</p>
3. Services:	<p>The Supplier shall:</p> <ol style="list-style-type: none"> 1. Execute NGIP's Invention Development strategy to then document resulting Invention Opportunities forms with new inventions and present to PMI for review by PMI. PMI to review invention opportunities, provide comments and decide whether to proceed through to an extended Invention Opportunity form for search, and if the search is positive, provide a related Invention Disclosure. 2. Based on NGIP's form, PMI can conduct prior-art search and take strategic decision. NGIP to collect, summarise technical feedbacks from PMI to integrate in the file. 3. NGIP to prepare Invention Disclosures, optionally based on templates supplied by PMI. PMI validates inventions that feed into PMI's patent filing process. NGIP to summarise invention opportunities selected by PMI in the form of an Invention Disclosure. Invention Disclosure to include at least one detailed embodiment, and usually additional possible embodiments. PMI to support by provision of specific market and technical expertise where necessary. 4. NGIP supports the patent drafting process. Ensures smooth handover of the invention to a patent attorney. NGIP to support the drafting process by (i) holding an initial phone call with the patent attorney to review the Invention Disclosure and (ii) to answer any reasonable questions posed by the patent attorney during drafting. <p>The Supplier shall provide Services in any technical field as defined by PMI, within Reduced Risk Products.</p>
4. Deliverable(s):	<p>Deliverables for the services:</p> <ol style="list-style-type: none"> (a) "Invention Opportunities"; Deliverable: Invention Opportunity summaries comprising of 2 to 3 paragraphs of text and at least 1 slide each. (b) "Invention Disclosures"; Deliverable: Invention Disclosures delivered throughout the duration of the agreement. (c) "Filed patent"; Deliverable: Support provided to patent attorney. <p>Given the above Deliverables, 5 Invention Opportunities are required per month and a minimum of 2 Approved Invention Disclosures per month.</p>
5. Commencement Date	01 October 2015
6. Completion Date:	31 March 2017
7. Fee:	<p>Monthly management fee of 15.000 GBP to cover all project management, ideas generation, formalization of the ideas, preparation of proposals, meetings attendance (physical) and phone calls attendance summary, meetings follow up and finalization of the documents to be handed over to Philip Morris so that Philip Morris teams file the patents associated to the IDF (Total of 180,000.00 GBP)</p> <p>Variable: Remuneration of 2.000 GBP per IDF (approved by PMP) and corresponding to ideas approved by PMP and that have been confirmed (go ahead approved) expressly by PMP (Total variable remuneration is capped at 72,000.00 GBP). Cap of the section variable to 36 IDF over a 12 months period, supplier has flexibility on the timing in providing the IDF but estimates are</p>

an average of 3 per month



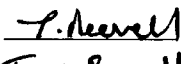


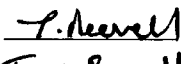


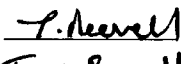
It is reminded that 5 Invention Opportunities are required per month and a minimum of 2 Approved Invention Disclosures per month, until the capped number of IDF's has been achieved.

Additional remuneration milestones:

a. Milestone #1 - Payment of 20,000.00 GBP by November 30, 2015

Example Payment Scheme (taking the assumption that 3 IDF are delivered every month.

<i>All amounts in '000 GBP</i>						
Period of activity	Invoicing date	Fee	Variable	Bonus to be paid at Nov 30th	Estimated total owed at end of month	Paid amount
from Oct 1st to Oct 31st	31-Oct-15	15	6		21	
From Nov 1st to Nov 30	30-Nov-15	15	6	20	41	20
From Dec 1st to Dec 31	31-Dec-15	15	6		21	21
From Jan 1st to Jan 31	31-Jan-16	15	6		21	21
From Feb 1st to Feb 29th	29-Feb-16	15	6		21	21
From March 1st to March 31th	31-Mar-16	15	6		21	21
From April 1st to April 30th	30-Apr-16	15	6		21	21
From May 1st to May 31th	31-May-16	15	6		21	21
From June 1st to June 30th	30-Jun-16	15	6		21	21
From July 1st to July 31th	31-Jul-16	15	6		21	21
From August 1st to August 31th	31-Aug-16	15	6		21	21
From September 1st to September 30th	30-Sep-16	15	6		21	21
From October 1st to October 31th (no activity, just billing cycle)	31-Oct-16					21
From Nov 1st to Nov 30th (no activity, just billing cycle)	30-Nov-16					21
Total over the period		180	72		272	272

	At the end of September 2016, Supplier will be retained on an as-needed basis by PMP, at PMP's sole discretion for up to 6 months to support the patent drafting process at a rate of 15,000 GBP per month only for those months which PMP affirms in writing that the services of Supplier are needed. Any months the Supplier is needed will begin immediately following the end of September and continue continuously until the Supplier is not needed. When the Supplier is not needed the Agreement will terminate and the new Completion Date will be the date of termination.																					
8. Pricing Information:	N/A																					
9. Expenses:	Reimbursable in accordance with Section 5.3 of the Terms and Conditions attached <i>provided that total expenses reimbursable by PMP pursuant to this Agreement shall not exceed 6,000.00 CHF unless PMP Responsible expressly agrees in writing (and/or by email) to reimburse additional expenses up to a specified amount and that Supplier has received the corresponding updated purchase order. Such expenses include attendance at the e-cigarette event in October 2015 at 1499 GBP + VAT, as well as any necessary travel to the PMP site or sites.</i>																					
10. Payment Terms:	60 days payment after receipt of the invoice - In accordance with the Terms and Conditions attached																					
11. Invoicing:	<p>Each invoice (together with all required receipts, third party invoices and other supporting documentation) to be sent by the Supplier hereunder shall be sent to PMP either: (1) via post to Krakow at the address specified in row 1 of this Contract Information; or (2) via email as a PDF file to the e-mail address mentioned in Declaration of PDF Invoicing, provided that Supplier has sent a signed, completed Declaration of PDF Invoicing to PMI Service Center Europe Sp. z o.o. ("PMISCE") and PMISCE has provided a confirmation of its acceptance of the signed document (including via electronic mail). In either case, each invoice should contain the following information:</p> <ul style="list-style-type: none"> • The Purchase Order number • The WBS number, if received • The Project name • The name of PMP Responsible • The following billing company details: Philip Morris Products S.A. Quai Jeanrenaud 3 2000 Neuchâtel Switzerland <p>In addition, a copy of each invoice (and a copy of all required receipts, third party invoices and other supporting documentation) should be sent to PMP Responsible via post at the above Philip Morris Products S.A. address or electronically as a PDF file (provided that the PMP responsible has provided Supplier with his/her email address).</p>																					
<p>PMP and the Supplier enter into a contract incorporating the Contract Information and the "Terms and Conditions" attached:</p> <table border="0"> <tr> <td colspan="2">PMP:</td> <td colspan="2">Supplier:</td> </tr> <tr> <td>By: </td> <td>By: </td> <td>By: </td> <td>By: _____</td> </tr> <tr> <td>Name: <u>Olivier Raffi</u></td> <td>Name: <u>Jean Wimmerlin</u></td> <td>Name: <u>Tony Bevell</u></td> <td>Name: _____</td> </tr> <tr> <td>Title: <u>Authorized Signatory</u></td> <td>Title: <u>Authorized Signatory</u></td> <td>Title: <u>Director</u></td> <td>Title: _____</td> </tr> <tr> <td>Date: <u>09/17/2015</u></td> <td>Date: <u>07/10/2015</u></td> <td>Date: <u>09/10/2015</u></td> <td>Date: _____</td> </tr> </table> <p>The Supplier should:</p> <ul style="list-style-type: none"> • read and initial each page; and • return this contract duly signed within 14 days of receipt 			PMP:		Supplier:		By: 	By: 	By: 	By: _____	Name: <u>Olivier Raffi</u>	Name: <u>Jean Wimmerlin</u>	Name: <u>Tony Bevell</u>	Name: _____	Title: <u>Authorized Signatory</u>	Title: <u>Authorized Signatory</u>	Title: <u>Director</u>	Title: _____	Date: <u>09/17/2015</u>	Date: <u>07/10/2015</u>	Date: <u>09/10/2015</u>	Date: _____
PMP:		Supplier:																				
By: 	By: 	By: 	By: _____																			
Name: <u>Olivier Raffi</u>	Name: <u>Jean Wimmerlin</u>	Name: <u>Tony Bevell</u>	Name: _____																			
Title: <u>Authorized Signatory</u>	Title: <u>Authorized Signatory</u>	Title: <u>Director</u>	Title: _____																			
Date: <u>09/17/2015</u>	Date: <u>07/10/2015</u>	Date: <u>09/10/2015</u>	Date: _____																			

Terms and Conditions

This Agreement is made by:

- (1) **PMP** (as defined below); and
 - (2) the **Supplier** (as defined below)
- (each a "**Party**", together referred to as the "**Parties**").

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

In this Agreement:

"**Acceptance Tests**" means PMP's standard acceptance tests.

"**Affiliate**" means an entity that, either directly or indirectly, controls, is controlled by, or is under common control with, the relevant Party, and "control" means the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.

"**Agreement**" means this Services Agreement, consisting of the Contract Information, the Attachment(s) and these Terms and Conditions.

"**Attachment**" means an attachment to the Contract Information.

"**Claims**" means all claims, liabilities, suits, losses, damages and expenses, including costs and reasonable attorney's fees.

"**Confidential Information**" shall include all business and/or technical information (i) concerning the terms and conditions of this Agreement, (ii) concerning the respective products, operations, research and development efforts, inventions, trade secrets, computer software, plans, intentions, market opportunities, processes, recipes, formulae, vendor and customer relationships, finances and other business operations and affairs of PMP and its Affiliates, and (iii) of third parties that PMP maintains in confidence, disclosed to the Supplier in written and/or other materials, through the access of Supplier personnel to the premises, equipment or facilities of PMP or any of its Affiliates or by oral communication with employees, consultants or agents of PMP or its Affiliates, and all tangible embodiments of such information.

"**Commencement Date**" means the date identified as such in the Contract Information.

"**Completion Date**" means the date identified as such in the Contract Information.

"**Contract Information**" means the basic information about this Agreement as well as the execution of this Agreement, entitled "Contract Information" commencing on page 1 of this Agreement.

"**Deliverable**" means any deliverable identified as such in the Contract Information, and

"**Deliverables**" shall be construed accordingly.

"**Fee**" means the sum identified as such in the Contract Information.

"**Intellectual Property Rights**" means all rights in any country or jurisdiction in patents, inventions, trade secrets and other rights in know-how, copyrights (including by extensions or renewals), rights affording equivalent protection to copyright, data, rights in databases, registered designs, design rights, industrial designs and utility models, trademarks, trade names, business names, trade dress, logos, domain names and all registrations or applications to register any of the foregoing items, and "Intellectual Property Right" shall be construed accordingly.

"**Nonconformity**" means a problem in the operation of any Deliverable or a failure of the Deliverable to conform to the Specifications and "Nonconformities" shall be construed accordingly.

"**PMP**" means the entity identified as such in the Contract Information.

"**PMP Responsible**" means the person identified as such in the Contract Information or such other person as PMP may notify the Supplier from time to time.

"**Pricing Information**" means the information identified as such in the Contract Information.

"**Section**" means a section of these Terms and Conditions.

"**Services**" means all the work to be performed, and Deliverables to be provided, by the Supplier pursuant to this Agreement, as further described in the Contract Information.

"**Specifications**" means the facilities and functions of the Deliverables as specified in the Contract Information, or, if the Contract Information does not specify them, the Specifications shall be that each Deliverable shall be (a) free of defects; (b) of a merchantable quality; and (c) fit for the purpose, if PMP has communicated any to the Supplier, that the Deliverable is to perform.

"**Supplier**" means the entity identified as such in the Contract Information.

"Supplier Contact" means the person identified as such in the Contract Information, or such other person as the Parties may agree from time to time.

"Supplier Personnel" means the Supplier's employees, and any subcontractors approved by PMP pursuant to Section 3.8.

"Terms and Conditions" means these terms and conditions.

"Testing Period" means the period of fourteen (14) days following the delivery of any relevant Deliverable(s) to PMP for PMP to perform Acceptance Tests on such Deliverable(s).

"Work Products" means all tangible and intangible property, including reports, assessments, drawings, designs, specifications, documentation, software (including source code and object code), programs, training materials, photographs, results, samples, processes, plans, recommendations, inventions, discoveries, Deliverables and all other materials and ideas, prepared or developed by or on behalf of the Supplier through the provision of the Services (each a "Work Product").

2. Services

- 2.1 The Supplier shall provide the Services for the benefit of PMP.
- 2.2 The Supplier shall commence providing the Services on the Commencement Date and shall, unless this Agreement is terminated earlier in accordance with Sections 6.2 to 6.4, complete the provision of the Services to PMP's reasonable satisfaction (as defined, as regards the Deliverables, in Section 4.2) on (or, should PMP agree in writing, before) the Completion Date.
- 2.3 At all times, the Supplier shall oversee the quality of its work to ensure that the Services meet the standards expected by PMP. If PMP notifies the Supplier that any aspect of the Services are not being provided satisfactorily, without prejudice to PMP's other rights and remedies, the Supplier shall use its best efforts to address and remedy such dissatisfaction as promptly and efficiently as possible.
- 2.4 The Supplier shall provide PMP with such status reports as PMP may from time to time reasonably request, in a form acceptable to PMP. The Supplier shall work under the direction of and file all reports required in accordance with this Agreement with the PMP Responsible or such other person(s) designated by PMP. The Supplier shall be available to meet with PMP representatives at the offices of PMP or at other locations reasonably designated by PMP if and when reasonably requested by PMP.
- 2.5 Unless the Contract Information provides otherwise, the Supplier shall provide all Services at the site or sites designated by PMP. To the extent that Services are provided at a PMP facility, (i) the Supplier shall ensure that Supplier Personnel comply with PMP's safety, security and other policies and practices applicable to those working in the facility; and (ii) PMP shall not be responsible for the safekeeping of property stored by the Supplier or Supplier Personnel at PMP's facility. When the Supplier's work involves access to a PMP computer, the Supplier shall ensure that Supplier Personnel comply with PMP's policies and practices concerning access to and security of such computer. All the Supplier's work in progress under this Agreement is subject to continuous examination and evaluation by PMP.
- 2.6 All deliveries of Deliverables under this Agreement shall be made to the place of destination specified in writing by PMP. Without prejudice to Sections 4 or 9, delivery shall be deemed to have taken place when the Deliverables have been placed at the disposal of PMP at the named place of destination on the date or within the period agreed for delivery and PMP has signed a bill of receipt. The Supplier shall bear the risk of loss or damage to any Deliverables and other items to be delivered under this Agreement until delivery of such items at the place or destination specified in writing by PMP. After such delivery, PMP shall bear the risk of loss of or damage to such Deliverables and other items. Unless otherwise agreed in the Contract Information, the Supplier shall be responsible for arranging the carriage of the Deliverables, including carrying out customs formalities, paying customs duties, taxes and other charges, and obtaining and paying for insurance and for any licences, authorizations and formalities necessary for the export of the Deliverables, for their transit through any country and for their import.
- 2.7 In the event the Parties agree, pursuant to Section 13.7, to change the scope of the

Services, an equitable adjustment shall be made to the Fee using so far as practicable the Pricing Information.

- 2.8 For the avoidance of doubt, Supplier shall not provide any RRP Services to any PMP competitors in the RRP space during the term of this Agreement, with the exception of selling or licensing NGIP's RRP portfolio, a list of which is attached as Appendix C, and all of which have been previously disclosed to PMP.

3. Personnel

- 3.1 The Supplier shall, through the Supplier Contact, report on the provision of the Services to, and take instructions relating to the provision of the Services from, the PMP Responsible.
- 3.2 The Supplier shall provide the Services through fully trained and competent Supplier Personnel having a skill level appropriate for the tasks assigned to them. The Supplier shall use reasonable efforts to ensure the continuity of such personnel in providing the Services.
- 3.3 The Supplier shall ensure that all personnel engaged in the provision of the Services have, prior to providing the Services, valid and current work and residence documents for whichever country they are to be employed in. Upon PMP's request, the Supplier shall provide PMP with copies of such documents.
- 3.4 Upon request, the Supplier shall provide PMP with such professional- or business-related information as PMP may request concerning the Supplier's personnel who are providing Services or are proposed to provide Services.
- 3.5 If PMP becomes dissatisfied with the performance of any of the Supplier's personnel providing Services, PMP shall notify the Supplier of the details of the unsatisfactory performance, and the Parties shall cooperate to remedy the problem as soon as reasonably possible. If PMP requests, the Supplier shall reassign any personnel who are the subject of PMP's dissatisfaction and instead provide Services through replacement personnel in accordance with this Agreement.
- 3.6 The Supplier shall be solely responsible for the compensation of its personnel, including: the payment of salary and other compensation, workers' compensation, unemployment insurance, taxes, pensions and social security taxes in accordance with applicable laws. The Supplier shall also be solely responsible for taking out all appropriate insurance, including: insurance against sickness, accident, loss of earnings and death of the Supplier's employees or those with whom the Supplier contracts which the Supplier considers desirable in accordance with the Supplier's obligations hereunder.
- 3.7 The Supplier is and shall remain an independent contractor. The Supplier is not an agent, employee or partner of PMP or any of PMP's Affiliates, and shall not (and shall ensure that no Supplier Personnel shall) hold itself out as such. Accordingly, neither the Supplier nor any Supplier Personnel is authorised, nor shall it purport to be authorised, to create obligations binding on PMP or any of PMP's Affiliates. PMP does not, by virtue hereof, assume any liability to the Supplier or third parties with respect to the businesses of PMP or the conduct thereof by PMP or with respect to the Services rendered by the Supplier.
- 3.8 The Supplier shall not subcontract or otherwise delegate all or part of its obligations hereunder without the signed prior written consent of PMP. Any such consent shall not relieve the Supplier from any liability or obligation under this Agreement. The Supplier shall be responsible for the acts, omissions and defaults of any subcontractor as if they were the Supplier's acts, omissions or defaults.

4. Acceptance Testing

- 4.1 PMP shall submit the Deliverables to the Acceptance Tests to ensure they have no Nonconformities as follows:
- (a) Subject to Section 4.2(b), if PMP discovers any Nonconformities and notifies the Supplier, the Supplier shall promptly correct such Nonconformities at its own expense and shall notify PMP when such corrections are complete.
 - (b) When the Supplier delivers the Deliverables to PMP again pursuant to Section 4.1(a), PMP shall again submit the Deliverables to the Acceptance Tests.

- (c) Following the Supplier's resubmission to PMP of the Deliverables pursuant to Section 4.1(b), then, subject to Section 4.2(b), if PMP still finds Nonconformities, PMP may reject the relevant Deliverables and terminate this Agreement in accordance with Section 6.4 at any time when it has not accepted the Deliverables pursuant to Section 4.2(a). If PMP does so, the Supplier shall refund all PMP's payments for the relevant Deliverables within fourteen (14) days and PMP shall return to the Supplier (at the Supplier's sole cost and expense) any Deliverable in which PMP found a Nonconformity.
- 4.2 The Supplier shall be deemed to have provided the relevant Deliverable(s) to PMP's reasonable satisfaction if either:
 - (a) PMP, by delivering a certificate to this effect signed by PMP Responsible, confirms to the Supplier that the Deliverable has no Nonconformities; or
 - (b) PMP fails to notify the Supplier of any Nonconformity within the relevant Testing Period.
- 5. Payment**
- 5.1 In full consideration of the provision of the Services rendered to the satisfaction of PMP, PMP shall pay the Supplier the Fee (in accordance with Section 5.5), provided the Supplier has provided the Services in accordance with the provisions of this Agreement.
- 5.2 Save as provided in Sections 5.3 and 5.4, the Fee is all inclusive and in particular, but without prejudice to the generality of the foregoing, PMP shall not be liable for any tax or other levy on or arising in respect of amounts paid pursuant to this Agreement, which shall be payable by the Supplier, nor for any other payment to any person, including the Supplier, save for VAT and for such payments as PMP has expressly agreed to make herein, and the Supplier undertakes to indemnify PMP in respect of all claims for payment of such. The Supplier shall not charge PMP for office supplies, use of equipment, secretarial support, overtime or holiday pay, insurance, overhead or any other similar charges.
- 5.3 Unless the row introduced as "Expenses" in the Contract Information specifies "Not Applicable" or specifies other terms applicable to this Agreement, then:
 - (a) should the Supplier perform Services, at PMP's request, in the area of PMP's offices, then PMP shall reimburse all expenses that the Supplier incurs in providing such Services by paying the Supplier a fixed sum per day in respect of each individual who provides such Services (provided that each such individual provides the Services for a full working day), the value of which shall be determined in accordance with PMP's Expense Grid set forth in the Attachment A; and
 - (b) should the Supplier perform Services, at PMP's request, at locations other than in the area of PMP's offices (and other than at, or in the area of, the Supplier's offices), then PMP shall reimburse the Supplier, at cost, for reasonable expenses for travel, accommodation and meals which the Supplier incurs wholly and exclusively in providing such Services, provided that such expenses shall only be reimbursable by PMP if incurred and submitted in accordance with the Philip Morris Expense Guidelines set forth in the Attachment A.

Except as set forth above, the Supplier shall be responsible for all expenses relating to the provision of the Services, including expenses in respect of accommodation, subsistence, and travel.
- 5.4 In addition to the Fee, PMP shall pay the Supplier VAT, if applicable, at the prevailing rate.
- 5.5 Unless otherwise specified in the Contract Information in the row introduced as "Payment Terms", the Supplier shall invoice PMP the Fee upon completion of all the Services (and delivery of all Deliverables) in accordance with Section 2.2, (and if applicable utilizing the "Declaration of PDF Invoicing" attached in Attachment B).
- 5.6 PMP shall pay all undisputed sums due to the Supplier hereunder in the currency in which the Fee is specified within sixty (60) days after PMP receives the relevant invoice. All invoices sent by the Supplier must comply with the invoicing requirements set forth in the Contract Information. No payments shall be made in cash or bearer instruments, nor shall any payments owed to the Supplier be made to a third party instead.

- 5.7 PMP will make its final payment to the Supplier only when (a) the Supplier has submitted all the Work Products to PMP in a form suitable for use, (b) all clarification queries regarding the Services have been resolved to PMP's satisfaction, and (c) the Supplier has returned all materials required to be returned to PMP, if any. Notwithstanding anything provided hereunder, in the event of failure to deliver all the Services or all the Work Products by the date of termination or expiration, the Supplier shall be liable to reimburse to PMP, within sixty (60) days of the termination or expiration of this Agreement, an amount proportional to the work not performed or, if PMP has not made any previous Fee payments, PMP shall be entitled to deduct such proportional amount from its next invoice(s).
- 5.8 By accepting any payment from PMP under this Agreement, the Supplier shall be deemed to have restated the warranties and representations in Section 10 as of the date of such payment.

6. Term and Termination

- 6.1 This Agreement shall be effective as of the Commencement Date or, if earlier, the date of the last signature of this Agreement, and, subject to Sections 6.2 to 6.4, shall continue in effect until the Completion Date.
- 6.2 PMP may terminate this Agreement at any time without cause upon thirty (30) days' prior written notice to the Supplier.
- 6.3 Each Party may terminate this Agreement at any time for cause upon written notice to the other Party in the event that (i) the other Party is in material breach of any provision hereof which breach has not been cured to the satisfaction of the non-breaching Party within fifteen (15) days after written notice thereof from the non-breaching party or (ii) the other Party becomes insolvent, is the subject of a petition in bankruptcy or of any other proceedings under bankruptcy, insolvency or similar laws or makes an assignment for the benefit of creditors.
- 6.4 PMP may terminate this Agreement with immediate effect upon written notice to the Supplier in the event that: (i) the Supplier breaches any representation or warranty under this Agreement or any representation or warranty under this Agreement is determined to be false or misleading in any material respect; or (ii) there is a change of control of the Supplier; or (iii) the Supplier is unable to perform the Services to the satisfaction of PMP. For the avoidance of doubt, time is of the essence in connection with any of the Supplier's obligations.
- 6.5 Upon termination of this Agreement, the Supplier shall:
- (a) immediately discontinue all Services in progress as of the date of such termination, incur no further fees or expenses in connection with the relevant Services without PMP's prior written approval, and provide PMP with all Work Products in progress and/or completed through the date of termination; and
 - (b) provided that termination was not as the result of a breach by the Supplier, send PMP itemized invoices reflecting:
 - (i) the proportional part of the Services satisfactorily rendered through the date of termination (and which have not already been paid for by PMP), and
 - (ii) any reimbursable expenses properly incurred in connection with the Services through the date of termination (and which have not already been paid for by PMP),
 and PMP shall pay all undisputed amounts due to the Supplier within sixty (60) days after PMP's receipt of such invoices.
- 6.6 Upon termination or expiration of this Agreement, neither the Supplier, nor any other person, shall be entitled to any compensation, damages, indemnity, commissions, goodwill payment or any other amount for any cause arising directly or indirectly from such termination or expiration and the Supplier shall on demand indemnify and keep PMP indemnified in respect thereof, provided that PMP shall pay amounts due to the Supplier, if any, in accordance with Section 6.5(b).
- 6.7 If part of any of the sums paid by PMP to the Supplier hereunder is repayable upon early termination of this Agreement, the Supplier shall repay PMP such amount in full, free

from set-offs, counterclaims and other deductions, within fifteen (15) days of termination of this Agreement.

- 6.8 Termination or expiration of this Agreement shall be without prejudice to (i) any of the Supplier's obligations contained herein which survive the termination or expiration of this Agreement, and (ii) any prior rights which PMP has accrued prior to the termination or expiration of this Agreement.

7. Proprietary Rights

- 7.1 In consideration for the fees payable under Section 5, the Supplier agrees that PMP has purchased all right, title and interest in all Work Products. PMP shall be the sole and exclusive owner in all countries of Work Products from the time of its creation to the fullest extent permitted by law.
- 7.2 The Supplier hereby irrevocably assigns to PMP all worldwide right, title and interest in and to all Intellectual Property Rights created or arising from the Services, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law.
- 7.3 The Supplier shall require that all relevant Supplier Personnel (or any other parties it shall engage in the Services) assign to PMP all Intellectual Property Rights and to waive all moral rights relating to the Work Products they produce to the fullest extent permitted by law. When requested by PMP, the Supplier shall and shall procure that each relevant Supplier Personnel shall (a) execute a certificate of acknowledgement of the foregoing assignment and such other instruments or documents as PMP shall reasonably request in order to register, establish, maintain, perfect or defend its exclusive rights in or to such Work Products and related Intellectual Property Rights, and (b) provide PMP all data and assistance reasonably required to perfect its rights pursuant to this Section 7, including, without limitation, giving evidence in proceedings and suits to obtain, maintain and assert any Intellectual Property Rights created by or arising from the Services and to assert its rights in any subject matter not subject to the foregoing Intellectual Property Rights. After termination of this Agreement such assistance will be provided at PMP's expense, including a reasonable fee to be agreed by the Parties for the time spent in such assistance.
- 7.4 If a transfer of certain Intellectual Property Rights with regard to Section 7.2 is not permissible by applicable law, the Supplier hereby grants PMP all exclusive rights of use and exploitation in such Intellectual Property Rights unlimited as to time, territory and exploitation method. The Supplier shall not receive any additional compensation from PMP for PMP's (or PMP's licensees') use of these Intellectual Property Rights in any manner.
- 7.5 The Supplier shall promptly communicate full information regarding any Work Products, including but not limited to all discoveries, inventions and work of authorship which are developed or created as a result of the Services, and all data and know-how related thereto. The Supplier shall cause individuals conducting Services under this Agreement to keep complete and systematic written records in separate notebook(s) of all work and data developed hereunder. All such records shall be made available for review by PMP, and copies of all or part of such records shall be furnished to PMP upon request for its internal use, or to file patent applications. In addition, at the end of each month Supplier shall provide PMP with a written report describing in reasonable detail any discoveries, inventions and works of authorship which are developed or created as a result of the Services, including all data and know-how related thereto. In the event that the Supplier believes that no discoveries, inventions or works of authorship have been created, the required report shall so state.
- 7.6 The Supplier confirms and agrees that PMP shall have all rights of development, promotion, marketing, manufacture, distribution, publication, exploitation and dealing in relation to the Work Products and the Intellectual Property Rights created by, or arising from, the Services. Without prejudice to the generality of the foregoing, all Work Products may be used, altered, duplicated and/or reproduced in all forms and for all media, including all electronic media, worldwide, by PMP and its designees. PMP may combine any Work Products with any other information, materials or designs to which

PMP or any of its Affiliates has or may obtain rights from any source. The Supplier shall not receive any additional compensation from PMP for PMP's (or PMP's designees') use of the Work Products in any manner.

- 7.7 For the avoidance of doubt, PMP shall have no right or interest in the Supplier's own proprietary methods, processes, formulae, branded products or components which are owned by the Supplier as at the date of this Agreement ("**the Supplier Materials**"). Notwithstanding the foregoing, the Supplier hereby grants to PMP and its Affiliates a non-exclusive, worldwide, irrevocable, assignable, royalty-free license to use, modify or add to the Supplier Materials (or any other proprietary rights or technology contained in or relating to the Work Products) to the extent necessary to allow PMP to use and/or develop the Work Products and to be able to fully benefit from the rights granted to it hereunder.
- 7.8 The Supplier agrees that the rights assigned/granted under this Section 7 shall in no way impose on PMP an obligation to protect, enforce, exploit or make use of any such rights.
- 7.9 PMP shall retain exclusive ownership of the Work Products and related Intellectual Property Rights after termination or expiration of this Agreement.
- 7.10 To the extent required to fulfill its obligations under this Section 7, the Supplier shall secure all Intellectual Property Rights conceived, developed or written by the Supplier Personnel (or other third parties engaged in the Services) resulting from the Services. Further to the foregoing, the Supplier acknowledges and agrees that all Supplier Personnel and other third parties engaged in the Services will sign written agreements with the Supplier, prior to performing the Services, agreeing to be bound by similar terms to those contained in this Section 7 as necessary to enable the Supplier to fulfill its obligations hereunder.
- 7.11 The Supplier hereby acknowledges and agrees that the amounts payable by PMP under this Agreement shall be good, valuable and complete consideration for the performance of the Services and the vesting of ownership in PMP of the Work Products and the Intellectual Property Rights created by or arising from the Services, and the Supplier agrees and undertakes to defend, indemnify and hold harmless PMP from and against any claims for additional compensation relating to or resulting from the assignment or grant to PMP of Intellectual Property Rights and/or for PMP's use of such rights.
- 7.12 The Supplier shall immediately give notice in writing to PMP of any infringement or challenge to the Intellectual Property Rights created by or arising from the Services or any inadvertent disclosure or unauthorised use of such Intellectual Property Rights or know-how which comes to its knowledge. The Supplier shall, at PMP's expense, give such assistance as is reasonably requested by PMP to assist PMP in the prevention of any such infringement, challenge or unauthorised use. If PMP, in its sole discretion, undertakes the defence or prosecution of any litigation or administrative proceeding involving or affecting such Intellectual Property Rights, the Supplier agrees to execute and convey any and all documents and do such acts and things as may, in the opinion of PMP's counsel, be reasonably necessary or advisable to carry out such defence or prosecution, whether in the name of PMP or the Supplier, as PMP may elect.

8. Confidentiality

- 8.1 The Supplier shall (i) keep all Confidential Information confidential, (ii) maintain tangible Confidential Information in a secure location, (iii) not use Confidential Information for any purpose other than in accordance with this Agreement, and (iv) not disclose Confidential Information to any person other than Supplier Personnel who have a need to know such Confidential Information in order to provide the Services and (v) notify PMP immediately if the Supplier is requested or required to disclose any Confidential Information to a third party in connection with any civil or criminal investigation or any judicial or administrative proceeding so that PMP may if it so chooses seek an appropriate protective order.
- 8.2 The Supplier shall require all Supplier Personnel to execute confidentiality agreements similar in scope to this Section 8, and agrees to accept responsibility for any use or disclosure of Confidential Information by Supplier Personnel in violation of the terms of

this Agreement and to take such steps as may be required by applicable law to enforce this obligation. At PMP's request, the Supplier shall ensure that each Supplier Personnel providing the Services enters into a non-disclosure agreement in such form as PMP may require (and as PMP shall provide). PMP may further require that the Supplier limits the disclosure of certain PMP Confidential Information to named individuals specified by PMP.

- 8.3 The obligations of confidentiality under Section 8.1 shall not apply to any Confidential Information that (i) comes into the public domain other than through breach of this Agreement by the Supplier, (ii) was known by the Supplier (as established by its own records or other competent proof) before disclosure by PMP to the Supplier, (iii) comes lawfully into the possession of the Supplier from a third party who is not under an obligation to keep such information confidential, or (iv) the disclosure of which is required by law, by any court of competent jurisdiction or by any official regulatory body.
- 8.4 Within fifteen (15) days of the termination or expiration of this Agreement for any reason (or such earlier date that PMP may request), the Supplier shall return to PMP all materials in whatever form containing any Confidential Information including, without limitation, all documents, data, specifications, samples, drawings, designs, software and other materials of PMP, together with any reproductions of the same.
- 8.5 The Supplier agrees in respect of Work Products (i) to hold the Work Products in strict confidence, (ii) to limit the dissemination of any Work Products within its organization to those of its Supplier Personnel who need to have access to the Work Products for the benefit of PMP and its Affiliates, and (iii) to refrain from disclosing any aspect of the Work Products to any third party including any Work Products embodied in products developed by the Supplier for PMP and/or its Affiliates, or from using any Work Products for its own or any third party's benefit or in any other manner not authorized in writing by PMP.
- 8.6 Nothing in this Agreement shall prevent PMP from disclosing the terms of this Agreement, including the Supplier's identity and the payment terms hereof, if necessary, to any government agency or official that, in PMP's judgement, has a legitimate need to know.
- 8.7 None of the Confidential Information disclosed by PMP shall be construed as a representation, warranty, assurance, inducement or guarantee of any kind.

9. Publication Rights

- 9.1 Any publication, paper and presentation (collectively a "Publication") that the Supplier intends to make in relation to Services performed for PMP under this Agreement shall be agreed in writing with by PMP. In this case, the Parties shall establish a process which protects PMP Confidential Information from public disclosure and/or PMP shall be given the necessary time to file the patent applications for the information which may be contained in the proposed Publication.
- 9.2 The Supplier shall ensure that all and any Publication shall give appropriate recognition of the support received from PMP. This recognition shall also apply when the Supplier makes any statement or presentations concerning work or services performed for PMP that may have an influence on policy issues of immediate interest to PMP.
- 9.3 The following statement, acknowledging support, must appear in all publications or statements resulting from the research or any other services rendered by the Supplier: "Research described in this article or presentation was supported by Philip Morris International" (or such other form of words as may be agreed by the Parties).
- 9.4 If the Supplier incorporates any PMP scientific or technical comments in a Publication, then it will expressly acknowledge that the Publication was reviewed by PMP and identify the incorporated substantive comments.
- 9.5 The Supplier, when making any public representation on behalf of PMP or its Affiliates, shall acknowledge that it is acting on behalf of PMP.

10. Warranties

- 10.1 The Supplier warrants and represents to PMP as follows:

- (a) the Supplier is duly incorporated, validly existing, in a sound and reliable financial condition and in good standing, and has the corporate power and authority to perform under this Agreement;
- (b) the execution and performance of this Agreement does not violate any law, regulation, official decision or award and does not constitute a breach of any contract the Supplier is party to;
- (c) the Work Products do not and will not infringe any Intellectual Property Right or other proprietary right of any third party;
- (d) the Supplier shall refrain from any action prejudicial to the subsistence of Intellectual Property Rights created by or arising from the Services performed hereunder and from any action prejudicial to the rights assigned/granted in Section 7;
- (e) the Supplier shall perform all Services pursuant to this Agreement in a timely and professional manner, in full compliance at all times with all applicable laws and regulations;
- (f) the Supplier will exercise in the performance of the Services that standard of skill, care and diligence that can be expected of properly qualified and competent contractors experienced in providing services similar to those to be provided under this Agreement;
- (g) all Work Products shall be the original work of the Supplier and Supplier Personnel, and the Supplier shall not disclose to PMP or induce PMP to use the trade secrets or other confidential information of others;
- (h) the Work Products will be free from any liens and encumbrances on title and from any security interests and other liens and encumbrances of third parties;
- (i) the Deliverables shall conform to the Specifications and shall, for a period of six (6) months following their provision to PMP's reasonable satisfaction pursuant to Section 4.2, operate in accordance with the Specifications;
- (j) neither the Supplier nor its employees, agents or other persons or entities engaged in the provision of the Services is an employee or representative of any governmental or regulatory entity, nor has any conflict of interest that would compromise the Supplier's ability to provide the Services, or would create an appearance of impropriety in regard to the provision of the Services;
- (k) in performing the Services, the Supplier will not make any payments or provide anything of value, directly or indirectly, to any government employee or instrumentality or use any illegal or improper method or practice;
- (l) no part of any payments by PMP to the Supplier shall be used, directly or indirectly, in order to procure any benefit from any government employee or instrumentality or for any illegal or improper purpose;
- (m) neither the Supplier nor any of its employees, agents or other persons or entities involved in the provision of the Services will create or maintain any secret or unrecorded fund or assets for the purpose of facilitating any payments prohibited by this Agreement or by applicable law or regulation;
- (n) the Supplier will (and will ensure that all Supplier Personnel will) at all times comply with all applicable data protection laws and will use security technology, processes and procedures that are consistent with industry best practices, technology and generally accepted security standards but no less than appropriate organisational and technical measures (in view of the nature of the data being processed, and the nature of the processing) so as to prevent access to personal data being granted to unauthorized persons and so as to ensure security, confidentiality, integrity and availability of personal data;
- (o) neither the Supplier, nor to the best of its knowledge, after due inquiry, any of its employees, agents or other persons or entities engaged in the provision of the Services, has ever been debarred, disqualified, or banned from conducting clinical services or scientific research or is under investigation by any regulatory authority for debarment, disqualification or any similar regulatory or disciplinary action. The Supplier shall notify PMP within fifteen (15) days of any such disqualification,

- debarment or other ban or investigation;
- (p) the Supplier shall ensure that all of its employees, agents, representatives and subcontractors who are involved in the performance of the Services review and abide by the standards of conduct set out in this Section 10; the Supplier shall also comply with, and will cause its employees, agents, representatives and subcontractors to comply with, such of PMP's policies and codes of business conduct of which PMP has given, or may in the future give, the Supplier express notice;
- (q) the Supplier shall secure and maintain all licenses, certifications and registrations which may be required under applicable law or regulation in order to perform the Services; the Supplier shall, upon PMP's request, provide PMP with copies of all necessary work permits required by the Supplier to perform the Services;
- (r) the Supplier shall be responsible for filing any reports with governmental authorities as required by applicable law in connection with the Supplier's activities on behalf of PMP. The Supplier shall file such reports in an accurate and timely manner at its expense. The Supplier shall forward copies of all such reports to PMP immediately upon their filing. The Supplier shall further provide all necessary information and assistance to PMP, in a timely and accurate manner, to enable PMP to comply with any registration or filing requirements that may apply to PMP; and
- (s) in providing the Services, the Supplier shall not provide PMP with, nor install or use on a PMP computer, any computer software that contains any "time-bombs", "worms", "viruses", "Trojan horses", "protect codes", "data destruct keys" or other programming devices that might, or might be used to, improperly access, modify, delete, damage, deactivate or disable any of PMP's computer software, hardware or data.

11. Indemnity, Liability

- 11.1 The Supplier shall defend, indemnify and hold harmless PMP, its Affiliates, and their respective directors, officers, agents and employees from and against all Claims relating to or resulting from:
 - (a) any actual or alleged infringement of any Intellectual Property Right or other proprietary right by Work Products, Supplier Materials or any other products or materials provided by the Supplier, except infringement resulting solely from modifications made by PMP;
 - (b) the breach by the Supplier or its employees, agents, representatives or subcontractors of any obligation, representation or warranty herein;
 - (c) acts, errors, omissions or unauthorized actions of the Supplier and/or its employees, agents, representatives, consultants or subcontractors;
 - (d) a direct or indirect breach or negligent performance or failure or delay in the performance of this Agreement by the Supplier and/or its employees, agents, representatives, consultants or subcontractors;
 - (e) the presence of Supplier Personnel at a PMP facility including without limitation Claims resulting from damage to property, loss of data, nervous shock or personal injury to, or the death of, Supplier Personnel and Claims resulting from injuries, death, nervous shock, property damage and/or loss of data caused by Supplier and/or Supplier Personnel (except in each case Claims resulting solely from the negligence or willful misconduct of PMP);
 - (f) the Supplier's failure to comply with all laws and regulations applicable to the provision of the Services; and
 - (g) the Supplier's relationship with its personnel, including any Claims by Supplier Personnel for wages or for benefits under any PMP benefit plan and Claims by a governmental authority for withholding, unemployment or other taxes or payments.

The indemnified parties shall have the right to exercise reasonable control over any litigation within the scope of this indemnity insofar as it concerns claims against them. That control shall include the right to select and retain counsel to represent them at the Supplier's expense. This indemnity shall be inapplicable if the Supplier is not notified promptly of any such Claim and is prejudiced by the delay in notice. All indemnified parties shall co-operate to the extent

necessary in the defence of any Claim within the scope of this indemnity.

- 11.2 The remedies contained in Section 11.1 are without prejudice to and in addition to any warranties, indemnities, remedies or other rights provided by law, statute and under any other provision of this Agreement.
- 11.3 Neither Party (or their Affiliates) shall, to the fullest extent permitted by law, be liable to the other for any special, indirect or consequential damages (such as but not limited to loss of profits, loss of use, loss of production, other pure financial losses), except for (i) breach of Sections 7 or 8 of this Agreement or (ii) in the case of a claim for indemnification under Section 11.1.
- 11.4 The Supplier acknowledges that any breach of Sections 7 or 8 would cause PMP irreparable injury for which standard legal remedies would not be adequate. Therefore, in the event of any breach of such Sections, PMP shall be entitled to apply for extraordinary or injunctive relief (in any court of competent jurisdiction in any country) in addition to any other remedies it may have.

12. Books and Records

- 12.1 All financial statements, invoices, reports and billings kept by the Supplier with respect to its performance hereunder or issued by the Supplier to PMP shall, in reasonable detail, accurately and fairly reflect the activities and transactions related to PMP's account. The Supplier shall keep and maintain complete and accurate books, records of account, reports and other data necessary for the proper administration of this Agreement for a period of five (5) years after the termination or expiration of this Agreement.
- 12.2 PMP and its authorized representatives shall have the right, upon reasonable advance notice, to review such books and records (to the extent they directly relate to financial records concerning PMP's account with respect to the Supplier's performance hereunder) at any time during the term of this Agreement and for five (5) years thereafter. Without prejudice to any other rights or remedies available to PMP, if, as a result of any such review of the Supplier's books and records, it is shown that costs and expenses incurred by the Supplier for any Services were less than the amount paid by PMP hereunder, the Supplier shall, within fifteen (15) days of PMP's demand therefor, make all payments required to be made to PMP to eliminate any discrepancy revealed by such review and to reimburse to PMP the cost incurred by PMP in the conduct of such review.

13. Miscellaneous

- 13.1 The Supplier shall maintain employer's liability, third party liability, product liability and professional negligence insurance to cover its liabilities arising from this Agreement with an internationally recognized insurance company in amounts of coverage acceptable to PMP. The Supplier shall on request provide PMP with copies of the relevant certificates of insurance.
- 13.2 Neither the Supplier nor the Supplier Personnel shall, without PMP's prior express written approval, (i) advertise or otherwise publicize the existence or terms of this Agreement or any other aspect of the relationship between the Supplier or the Supplier Personnel and PMP, or (ii) use PMP's name or that of any of its Affiliates or any trade name, trademark or service mark or brand imagery belonging to PMP or any of its Affiliates in any press release, any form of advertising, or any of its business communications (internal or external) except those necessary to provide the Services.
- 13.3 If the Supplier is contacted by a third party, including any news organization, concerning the Supplier's activities in relation to PMP, the Supplier shall: (i) make no comment; (ii) immediately notify PMP of the third party contact; and (iii) refer the third party to PMP.
- 13.4 The Supplier shall not initiate or participate in any action or conduct tending to injure, bring into disrepute, ridicule, damage or destroy the goodwill of PMP or PMP's Affiliates or their respective businesses.
- 13.5 No delay, omission or failure by either Party to exercise any of its rights or remedies shall be deemed to be a waiver thereof or an acquiescence in the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the Party exercising such right or remedy.
- 13.6 This Agreement sets forth the entire agreement between the Parties and supersedes all

prior agreements, arrangements and understandings, oral or written, between the Parties on the subject matter hereof. The Parties further agree that the pre-printed terms and conditions of any of the Supplier's and PMP's business forms, including of purchase orders, shall be without legal effect in transactions under this Agreement, even if such pre-printed terms and conditions contain an entire agreement provision similar in scope to the foregoing sentence.

- 13.7 This Agreement shall not be amended, modified or superseded except by a written agreement, signed by authorized representatives of both Parties, that expressly refers to this Agreement and expressly amends or supersedes this Agreement. Without prejudice to the generality of the foregoing, any increase in amounts payable by PMP under this Agreement (whether as a result of a change in scope or otherwise) shall not be valid or binding unless two authorized signatories of PMP give their express signed written agreement detailing the additional amount PMP is willing to pay and the payment terms thereof.
- 13.8 This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and assigns. The Supplier shall not, nor purport to, assign or encumber all or any part of its obligations or rights hereunder without PMP's prior signed written consent. PMP may in its sole discretion assign all or any part of its rights hereunder to any of its Affiliates without the prior written consent of or notice to the Supplier.
- 13.9 The provisions of Sections 2.6, 3.7, 3.8, 4, 6.5, 6.6, 6.7, 6.8, 7, 8, 9, 10, 11, 12 and 13, and all warranties, indemnities and confidentiality obligations provided in this Agreement, shall survive the cancellation, expiry or termination of this Agreement.
- 13.10 The validity, construction and performance of this Agreement shall be governed by the laws of the jurisdiction of PMP's registered office without regard to its conflict of law provisions and shall be subject to the exclusive jurisdiction of the competent courts of the jurisdiction of PMP's registered office and specifically (insofar as the Parties may validly choose) the competent court at the place of PMP's registered office.
- 13.11 The validity or unenforceability of any term of or any right arising pursuant to this Agreement shall not adversely affect the validity or enforceability of the remaining terms or rights of this Agreement. In particular, if any provision (or part of a provision) is found to be unlawful or unenforceable, but would be lawful or enforceable if some part or parts thereof were deleted or modified, the Parties shall make such modification as may be necessary to make the provision valid and effective.
- 13.12 Notices hereunder shall be in writing and may be given by personal delivery, by prepaid registered post, or by fax, addressed to the intended recipient at the address specified above in respect of the relevant Party (or at such other address as such Party may last have specified to the other Party pursuant to this Section) and if so given shall, in the case of a notice given by personal delivery, be deemed to be given on the date of such delivery, and if sent by post, be deemed to be given on the third day following the date of posting and, if by fax, at the time shown on the confirmation slip.

IN WITNESS WHEREOF, the Parties have executed this Agreement in the Contract Information.

Attachment A



PHILIP MORRIS INTERNATIONAL

Expense guidelines and expense tables Definitions and introduction

means the agreement between the Client and the Supplier for the provision of the Services, which incorporates these supplier expense guidelines.

means the person purchasing the Services under the Agreement.

means the services being provided by the Supplier under the Agreement.

means the person providing the Services to the Client under the Agreement.

means employees, agents and officers of:

- (a) the Supplier; and
- (b) the Supplier's subcontractors,

who are engaged from time to time in the provision of the Services.

1. The Agreement governs whether the Client will reimburse expenses to the Supplier, and, if so, the basis on which the Client will do so. Accordingly, these Supplier expense guidelines apply to the extent set out in the Agreement.
2. Part 1 of this document sets out the expense guidelines (that is, guidelines for determining whether expenses for travel, accommodation and meals are reasonable). Note that the terms of the Agreement take precedence over, and may supplement, the expense guidelines.
3. Part 2 of this document sets out the standard expense tables (these set out fixed sums per day for all expenses in respect of each individual who provides such services).

Part 1: expense guidelines

In providing the Services, the Supplier shall comply with the supplier expense guidelines set out below:

The policy for air travel for all Supplier Personnel is as follows:

Every effort must be made to achieve the lowest cost Economy class ticket with preferred carriers (as the Client shall communicate to the Supplier), ("Preferred Carriers") or low cost carriers (such as: easyJet, wizzair, and Jet2), ("Low Cost Carriers"). This will include:

- flying on both outward and inward flights with the same company;
- early booking (no less than 14 days prior to the flight, unless the Client requests otherwise);
- being flexible with take off times, while not disrupting the business need; and
- restricted tickets with Preferred Carriers or Low Cost Carriers may be the best cost option. If this is the case, they must be used where ever possible, especially where the dates/times are almost certain. This will be the case for many business trips.

Low Cost Carriers can be booked under the following conditions:

- the Low Cost Carrier has a direct flight whereas the Preferred Carrier does not;
- the destination is not serviced by a Preferred Carrier;
- the Preferred Carrier offers only limited fare options in comparison to the Low Cost Carrier, bearing in mind the restrictions linked to the fare level selected; and
- the total cost of the journey (time and money) does not exceed the fare levels set by Preferred Carriers.

When purchasing restricted tickets there will be occasions when trips are changed or cancelled. In this case Supplier Personnel should check the options with the travel agent/department by either paying to revise the ticket or to use it at a later date versus buying a new ticket. These combined costs can be lower than a flexible ticket. In the unlikely event that a higher class is cheaper than the authorized class on a routing, then the higher class may be used.

The Client will only reimburse amounts actually paid by the Supplier Personnel. Any refund received by Supplier Personnel for down grading, re-routing or any other reason must be returned to the Client.

Flight Time (Flight time is the total scheduled time spent in the air between departure point and final destination. Thus, flight times can be cumulated but the transit time is excluded.)	Class of travel
Below 5 hours	Economy Class
5 hours and over	Business Class

"First Class" may be used when travelling by train in the provision of services to the Client.

Supplier Personnel shall use public transport where appropriate (e.g. airport train/bus shuttle services from an airport to the relevant local office).

Where it makes good business sense (for example, if there is no train service), the following may be used:

- taxis or equivalent (e.g. car rental); and
- cars owned by Supplier Personnel, which use the Client will reimburse at its standard rates for such (although it is presumed that this will not make good business sense except within the same country).

	<p>Hotel Rooms</p> <p>The Client has negotiated significant discounts with selected hotels and hotel chains ("Preferred Hotels"). The Preferred Hotels offer adequate locations near Client offices/plants and a high level services, quality and safety.</p> <p>Supplier Personnel shall:</p> <ul style="list-style-type: none"> • use Preferred Hotels where possible; • make hotel reservations in conjunction with the Client so as to obtain the discounted rates; • if the hotel is fully reserved, select another from the Preferred Hotels list; and • be aware of the special rebooking/cancellation deadlines and conditions. <p>The Supplier will not be reimbursed for room rent incurred when Supplier Personnel stay overnight with relatives or friends.</p> <p>The Supplier is responsible for cancelling Supplier Personnel reservations either through the appointed travel agent or to the hotel directly. "No shows" will be reimbursable only with the written authorization of the Client representative.</p> <p>Charges for access to fitness centres and pools while travelling are not reimbursable.</p> <p>Laundry and Valet Services</p> <p>Reasonable expenditure for valet (ironing and pressing of clothes) and laundry services is reimbursable when a member of Supplier Personnel is away from home for more than eight nights.</p> <p>The Client will reimburse the reasonable costs of meals and beverages if incurred in accordance with the following guidelines:</p> <ul style="list-style-type: none"> • meals and beverages must relate to time spent on business trips in the provision of services for the Client; • the cost of meals should be appropriate to the nature of the business trip and consistent with a normal, reasonably modest, standard of living; • lavish and extravagant meal expenses will not be reimbursed and meal tips should be consistent with local custom; • the consumption of alcoholic beverages with meals and at other times must be reasonable and limited; and • when one person pays a group expense (meal or bar), the names, a reference to the services being provided to the Client, the name of the Client representative responsible for the services, and the business reason must be noted. <p>The Client shall not reimburse any expense for telephone calls.</p>
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Part 2: Expense table:

(a) How the expense tables operate

- (i) The "**per diem**" is the sum that the Client pays the Supplier, in respect of each member of Supplier Personnel that provides the Services in the relevant location, to reimburse the Supplier all the expenses it incurs for travel, accommodation and meals for each day on which the Supplier provides the Services in that location. The expense table may indicate that the per diem is to be paid in addition to the cost of a flight or a train journey; if that is the case, the Client will reimburse the Supplier in respect of the flight or the train journey in accordance with the expense guidelines in Part 1 above.
- (ii) 3 criteria define which **per diem** applies:
- A. **Place where the Supplier provides the services**
- B. **Place of origin:** this is the place where the member of the Supplier Personnel normally lives and works.
- C. **Number of consecutive days on site:** this is the number of consecutive working days (not counting weekends or bank holidays) that the member of the Supplier Personnel spends providing the Services from the site of the Client (or one of its affiliates).

The **per diem** will be: Number of consecutive days on site ≤ 3 days

Table 1	Per diem for services provided in Neuchâtel, Switzerland			
	Number of consecutive days on site			
	≤ 3 days	>3 days but ≤ 1 month	>1 month but ≤ 3 months	>3 months
None	None	None	None	None
CHF 330 + flight at cost	CHF 410	CHF 250	CHF 175	
CHF 330 + flight at cost	CHF 400	CHF 350	CHF 225	
CHF 330 + flight at cost	CHF 400	CHF 400	CHF 275	
CHF 330 + flight at cost		CHF 400	CHF 325	



Attachment B
DECLARATION OF PDF INVOICING

Lausanne 7-Oct-15

By signing the present Declaration, the Supplier accepts the Agreed Terms as defined on the next page.

Please fill in the below **Declaration of PDF Invoicing** and send it signed by decisive person in one of below ways:

- via e-mail (scanned hard copy) to: **PMISCEFIN@pmi.com**
- to the address:

PMI Service Center Europe Sp. z o.o.
Al. Jana Pawla II 196
31-982 Krakow, Poland

Client 1002	<u>PMI Entity</u> Philip Morris Products S.A. (Manufacturing) Quai Jeanrenaud 3 2000 Neuchatel, Switzerland VAT No CHE116276488TVA	<u>PMI e-mail address only for .pdf invoices:</u> PhilipMorrisProductsSA- Manufacturing@pmi.com
	<u>Supplier full name:</u> NGIP Research Ltd <u>Supplier address:</u> Albert Buildings, 49 Queen Victoria Street, London, EC4N 4SA, UK <u>Supplier VAT number:</u> VAT No GB 217 3396 08	<u>Supplier e-mail address only for .pdf invoices:</u> tony.reevell@ngip.uk <u>Supplier e-mail address only for contact purposes:</u> tony.reevell@ngip.uk
Supplier	<u>Your full name</u> Tony ReeveII	<u>Date and your Signature:</u>  29 Sep 2015

Please note:

- After receiving your approval, we will send you a confirmation of the Effective Date from which you can start sending PDF invoices
- Your .pdf invoices can be sent **only from the mentioned Supplier Agreed e-mail Address**
- The above Declaration of PDF Invoicing refers **only to the Philip Morris Products S.A. (Manufacturing)**
- Your .pdf invoices issued for the above PMI Entity must be sent to **PhilipMorrisProductsSA-Manufacturing@pmi.com**

Yours faithfully,



Blanka Szuber-Klimiuk
Manager EU VAT and Excise Tax
Philip Morris International



DECLARATION OF PDF INVOICING:
the Agreed Terms

- (a) The Client and the Supplier are together referred to as the Parties.
- (b) Relevant Invoices: invoices in respect of all relations between the Parties (contractual or otherwise).
- (c) Working Day: a day on which PMI Service Center Europe Sp. z o.o. is open for business.
- (d) This Declaration is effective as from the Effective Date.
- (e) The Supplier shall send all Relevant Invoices to the Client in electronic form:
 - (i) in PDF format; and
 - (ii) via e-mail from the Supplier Agreed e-mail Address, to the Client Agreed e-mail Address.
- (f) The Parties shall each implement appropriate procedures to ensure the authenticity of the origin, and integrity of the content, of the Relevant Invoices including the following:
 - (i) the title of the e-mail containing the invoice shall contain the Supplier's name, the number of the invoice, and the date of the invoice;
 - (ii) the title of the e-mail shall not include special characters and shall not be longer than 200 characters;
 - (iii) the e-mail shall contain only one PDF file;
 - (iv) each PDF file shall contain only one invoice; and
 - (v) the Supplier shall not send the Client the same invoice (i.e., relating to the same economic event) in both paper and in electronic form.
- (g) Should any invoice fail to comply with the above requirements, it shall be invalid.
- (h) The Client shall be deemed to receive invoices sent in accordance with the above:
 - (i) if the invoice reaches the Client's server on a Working Day between 0800 and 1600 hours (CET/CEST): at the time the invoice reaches the Client's server; and
 - (ii) if the invoice reaches the Client's server outside the above times: at 0800 on the first Working Day following.
- (i) Each Party may terminate this Electronic Invoicing Procedure, for any reason, with immediate effect by notifying the other Party.



APPENDIX C

LIST OF ALL NGIP RRP PATENTS AND TRADEMARKS FOR SALE OR LICENSE**Patents**

Ref	App Number	Filing Date	Mark	Class	Status
PAT1	GB1500804.8	19/01/2015	Aerosol-Generating Article		Filed
PAT2	GB1500805.5	19/01/2015	Aerosol-Generating Article		Filed
PAT3	GB1500806.3	19/01/2015	Aerosol-Generating Article		Filed
PAT4	GB1500807.1	19/01/2015	Aerosol-Generating Article		Filed
PAT5	GB1500808.9	19/01/2015	Aerosol-Generating Device		Filed
PAT6	GB1500809.7	19/01/2015	Aerosol-Generating Device		Filed
PAT7	GB1500810.5	19/01/2015	Aerosol-Generating Device		Filed
PAT8	GB1500811.3	19/01/2015	Aerosol-Generating Device		Filed
PAT9	GB1500812.1	19/01/2015	A Pack		Filed
PAT10	GB1500813.9	19/01/2015	A Pack		Filed

Trademarks

Ref	App Number	Filing Date	Mark	Class	Status
TRM1	UK00003066531	31/07/2014	MIDZONE	34	Registered
TRM2	UK00003069523	21/08/2014	ZONED OUT	34	Registered
TRM3	UK00003069527	21/08/2014	ZONE FRESH	34	Registered
TRM4	UK00003072680	15/09/2014	HEATZONE	34	Registered
TRM5	UK00003075544	06/10/2014	HEATSTEM HEATSTEMS	34	Registered
TRM6	UK00003075545	06/10/2014	STEM STEMS	34	Registered
TRM7	UK00003075744	07/10/2014	BAKE NOT BURN	34	Registered
TRM8	UK00003075853	07/10/2014	BAKEZONE	34	Registered
TRM9	UK00003080673	09/11/2014	VAPEDISC VAPEDISCS	34	Registered
TRM10	UK00003080674	09/11/2014	HEATDISC HEATDISCS	34	Registered
TRM11	UK00003080675	09/11/2014	DISC DISCS	34	Registered
TRM12	UK00003083155	26/11/2014	BAKESTICK BAKESTICKS	34	Registered
TRM13	UK00003083857	01/12/2014	VAPETAPE	34	Registered
TRM14	UK00003083858	01/12/2014	VAPESTRIP VAPESTRIPS	34	Registered



16. 10. 2015

RECEIVED

Welcome Stoczynska, Agnieszka

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Help

Contract Approval Form

Initiator (approval)	CMT Member	Business Requestor 1	Financial Approver 1	Procurement Approver	Business Owner 1	Business Owner 2	Initiator (upload)	CMT Member

* Mandatory Field

General Information

Form Details		
Submission ID 10672015000440	CMT Member Stoczynska, Agnieszka	Current Status Approved
Contract Form Security Key nLTix2pY48		Creation Date 29/09/2015
Action Required	Requestor Raffi, Olivier	Request Date
Customer Information		
Display Name Raffi, Olivier	Email Olivier.Raffi@cma.com	Legal Entity 1067 PHILIP MORRIS INTERNATIONAL MANAGEMENT S.A. (Tolling)
City Neuchâtel	Manager Name Behad, Hefed	Office R&D Innovation Cube T3132 04
Title Manager Procurement R&D - RFP	Alias oraffi	Phone +41 (56) 242 2252
Department Supply Chain	Country Switzerland	IMDL ID 1000001642

Initiator	Raffi, Olivier
Submission ID	10672015000440
* CMT Member	Stoczynska, Agnieszka
* Document Name	NGIP Research Ltd_Service Agreement
	Document Naming Convention
* Contracting Party Type 1	<input checked="" type="radio"/> PM <input type="radio"/> External
* Contracting Party Role 1	Customer
* Contracting Party Name 1 (SMDL number)	1002 PMP SA MANUFACTURING
Contracting Party Legal Entity Name 1	PHILIP MORRIS PRODUCTS S.A.
ISO Country 1	CH - Switzerland
* Contracting Party Type 2	<input type="radio"/> PM <input checked="" type="radio"/> External
* Contracting Party Role 2	Supplier

* Contracting Party Name 2	NGIP RESEARCH LTD, LONDON	2
ISO Country 2	GB-United Kingdom	2
* Description	IP generation	2
* Supplier/Customer Contact Details	Tony Reeve NGIP Research Ltd tony.reeve@ngip.uk +44 (0)7801 295425	2
* Document Type	3rd Party/Supplier Agreement	2
* Document Sub-Type 1	Service Agreement	2
* Document Sub-Type 2	Main document	2
* Processing confidential or employee personal data by 3rd party	<input type="radio"/> Yes <input checked="" type="radio"/> No	2
* Effective date	01/10/2015	2
* Is the Contract Perpetual?	<input type="radio"/> Yes <input checked="" type="radio"/> No	2
* Expiry Date/End of Current Contractual Period	31/03/2017	2
* Is the Contract Renewable?	<input type="radio"/> Yes <input checked="" type="radio"/> No	2
Contract Currency	GBP - British Pound	2
Rate Used (USD as base)	0.64050000	2
Contract Value in Contract Currency	370,000	2
The estimated or committed value, excl. VAT, of the document in contract currency a. In case of Amendment please write the amendment value b. In case of estimated value please indicate it in the comments field		
Total Contract Value incl. amendment(s) (in Contract Currency)		2
If this contract is an amendment please write the value corresponding to the cumulated value (the main agreement + amendment(s))		
Contract Value (in USD)	577,674	2
Total Contract Value incl. amendment (in USD)		2
Average Annual Contract Value (in USD amount equivalent)	385,116	2
* Expense type	<input checked="" type="radio"/> Cost Center <input type="radio"/> CAPEX <input type="radio"/> DME/TME/TIV/BS <input type="radio"/> Not Applicable	2
* Expense type details	CC 1002 801 140	2

Project WBS (when applicable) WBS J-1002RD A0111/0001/0001

* Functions Research & Development

* Contract to be reviewed NGIP - PMP Services agreement - final for CAF.doc

Other documents to be reviewed Bid Summary_NGIP_2015_09_24 Final.xlsx

Main Document ID (if applicable)

* Was this document reviewed by a Lawyer? ☒ Yes ☐ No

* Lawyer Kieman, Edward

* Was Procurement involved in selecting the supplier and/or concluding this contract? ☒ Yes ☐ No

* Person from Procurement involved Rafi, Olivier

Please note that all PMI contracts are treated as confidential information and remain the property of the Company.

* Number of Business Requestors 1

* Business Requestor 1 Hedarchet, Stephane

* Finance Approver 1

* Finance Approver 1 Loeffel, Sandra

* Financial Conformity Review Done (A-128) ☐ Yes ☒ No

* A-128 Escalation to PMI Controller's Department ☐ Yes ☒ No

The section is completed by Finance Approver 1

* Procurement Approver ☐ None ☒ Yes

* Procurement 1 Rafi, Olivier

Number of Business owners 2

* Business Owner 1 Rossi, Luca

* Business Owner 2 Cattoni, Michele

* Physical Storage location

* Archiving Number (Omninim)

* Signed Contract

Browse

The maximum size for an attachment is 50 MB

Comments

Comment (max. 400 characters):

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Form History Log

Date	User	Workflow Step	Action	Comment
29 September 2015 15:57:06 PM	Raffi, Olivier	Initiator (approval)	Submit	Estimaes are 272 K GBP with as a precaution 15 K GBP over 6 months and expenses of 6 K CHF rounded , total in GBP rounded from 368 K to 370 K .
29 September 2015 16:01:05 PM	Stoczynska, Agnieszka	CMT Member	Assign	
29 September 2015 16:23:16 PM	Stoczynska, Agnieszka	CMT Member	Validate	Finance confirmed with initiator.
29 September 2015 21:20:04 PM	Hedarchet, Stephane	Business Requestor 1	Approve	
30 September 2015 08:28:00 AM	Loeffel, Sandra	Financial Approver 1	Approve	
30 September 2015 12:55:49 PM	Raffi, Olivier	Procurement Approver	Approve	
4 October 2015 21:32:16 PM	Rossi, Luca	Business Owner 1	Approve	
13 October 2015 18:01:32 PM	Caltoni, Michele	Business Owner 2	Approve	

