

SERVICES AGREEMENT

This Agreement is between:

Philip Morris International Management SA, a corporation organized under the laws of Switzerland, with offices at Avenue de Rhodanie 50, 1007 Lausanne, Switzerland ("PMIM"), and

The University of Zurich, Department of Economics, a University organized under the laws of Switzerland, with offices at Rämistrasse 71, 8006 Zurich, Switzerland ("University")

(each a "Party"; together the "Parties").

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 In this Agreement, the following terms shall have the meaning indicated below:

"Affiliate" means any entity which 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 Consulting Services Agreement, including its Schedules.

"Confidential Information of PMIM" shall include all Work Product and any 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, sales, processes, recipes, formulae, vendor and customer relationships, finances, and other business operations and affairs of PMIM and its Affiliates, and (iii) of third parties that PMIM and its Affiliates maintains in confidence, in each case which is disclosed to University or its Affiliates in written and/or other materials, or through the access of University Personnel to the premises, equipment or facilities of PMIM or any of its Affiliates, or by oral communication with employees, consultants, or agents of PMIM or its Affiliates, and all tangible embodiments of such information.

"Confidential Information of University" shall include all information and materials concerning the University Materials that PMIM and its affiliates gain knowledge of because of this Agreement and the Services that University is providing under this Agreement.

"University Materials" means all University's own proprietary methodologies, techniques, processes, inventions, innovations, concepts and know-how, including but not limited to computer code, statistical testing procedures, formulas and equations developed for the purposes of analyzing data provided by PMIM.

"University Personnel" means bona fide employees of University and Subcontractors.

"Intellectual Property Rights" means all rights in any country or jurisdiction in patents, inventions, trade secrets and other rights in know-how, copyrights (including any 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.

"Schedule" means a schedule attached to this Agreement, which Schedules form part of and are hereby incorporated by reference into this Agreement.

“Services” means all the services, tasks, activities and other work to be performed by University (and, as applicable, the Work Product to be provided by University) pursuant to this Agreement, as further set forth in Section 2 and Schedule 1 of this Agreement.

“Subcontractor” means a contractor who has been (i) contracted by University to provide certain Services, (ii) identified by University for PMIM, and (iii) authorized in advance in writing by PMIM to perform such Services.

“Work Product” means processed materials in final form, including but not limited to reports, surveys, data analyses, drawings, designs, photographs, plans and recommendations, which have been prepared or developed by University Personnel for PMIM through the provision of the Services. Work Product excludes University Materials.

2. SERVICES

University shall provide the Services, and deliver to PMIM all required Work Product, as specified in Schedule 1.

2.1 Insofar as Services performed by the University require, PMIM will make information available to it and will provide access, system entry, and user authorizations by issuing the required instructions and security guidelines. The data required from PMIM for the services shall be provided by PMIM to University as agreed between the Parties in Schedule 1.

3. UNIVERSITY PERSONNEL

3.1 University shall provide Services through fully trained and competent University Personnel (as described in Annex 1 to Schedule 1 of this Agreement) having a skill level appropriate for the tasks assigned to them.

3.2 University shall have sole responsibility for all employment-related matters involving its employees who provide Services, including (i) obtaining work permits and any other required authorizations and permits and (ii) compensation, including payment of all social charges in accordance with applicable laws.

3.3 At no time shall any Party be deemed to be the employer of the other Party, nor shall any such persons be eligible to participate in any benefit plan or program offered by PMIM and/or its Affiliates or the University.

3.4 University shall not subcontract or otherwise delegate all or part of its obligations hereunder without the prior written consent of PMIM. Any such written consent shall not relieve University from any liability or obligation hereunder. University shall be responsible and liable for the acts, errors, omissions and defaults of any Subcontractor as fully as if they were the acts, errors, omissions or defaults of University.

4. COMPENSATION AND EXPENSES

4.1 As full compensation for the Services provided in accordance with this Agreement, PMIM shall pay University the monthly fee of CHF 9,000 excl. VAT, if applicable and University overhead of CHF 900 per month, to be paid each month following the Effective Date and concluding as of the termination date of this Agreement, as explained in Annex 1 to Schedule 1 (the “Fee”). VAT, if applicable shall be paid additionally by PMIM.

4.2 In addition to the Fee, the Parties agree that PMIM shall reimburse University, at cost, for reasonable business and travel expenses wholly and exclusively incurred by University and (if expressly agreed by PMIM) by University’s Subcontractors in providing the Services, PROVIDED THAT:

- (a) any expenses claimed must be in accordance with the 'Travel and Expense Guidelines' attached as Schedule 2;
- (b) claims for all expenses must be itemized and submitted with receipts; and
- (c) all expenses over USD 100 must be authorized in writing in advance by PMIM.

The provisions of this Section are applicable to all expenses incurred by University's Subcontractors providing Services to PMIM.

- 4.3 There shall be no additional charges for office supplies, use of equipment, secretarial support, overtime or holiday pay, insurance, overhead or otherwise.
- 4.4 PMIM shall not be liable for any tax or other levy charged on amounts paid pursuant to this Agreement (except VAT, if applicable, which shall be paid by PMIM additionally), and University hereby undertakes on demand to indemnify PMIM in respect of any and all such claims for payment. To avoid any double VAT charges, University shall not include VAT charged by its Subcontractors into the total amount of compensation and expenses charged to PMIM.
- 4.5 University shall invoice PMIM the Fee and any reimbursable expenses on a monthly basis and shall use its reasonable efforts to invoice the Fee no more than 30 days following the end of the month in which the Fee and reimbursable expenses were incurred. PMIM shall pay all undisputed amounts due to University by check or bank transfer in the place where University resides or performs the Services within sixty (60) days after receipt by PMIM of a detailed written invoice therefore. The submission of each such invoice by University shall be a representation and warranty that the covenants, representations and warranties of University in this Agreement remain true and accurate as of the date of such invoice. No payments shall be made in cash or bearer instruments, nor shall any payments owed to University be made to a third party instead.
- 4.6 By accepting any payment from PMIM under this Agreement, University shall be deemed to have restated, and confirmed continued compliance with, the representations, warranties and obligations set out in Section 8 of this Agreement as of the date of such acceptance of payment.

5. TERM AND TERMINATION

- 5.1 This Agreement shall be effective as of the date that all parties have executed the Agreement (the "Effective Date") and, unless terminated early by either Party in accordance with the termination rights set forth herein, shall continue in effect until 30 June 2014, by which date University must have completed the Services to the reasonable satisfaction of PMIM as agreed upon in this Agreement.
- 5.2 PMIM may terminate this Agreement at any time without cause upon thirty (30) days' prior written notice to University. If PMIM terminates the Agreement pursuant to this section and less than six months after the Effective Date, PMIM agrees to pay University the difference between the professional fees and University overhead paid as of the date of the termination of this Agreement and CHF 59,400 (the fees University would have been entitled to had University provided services to PMIM for six months following the Effective Date). If either Party terminates the Agreement pursuant to Section 5.3 or any other section of the Agreement other than Section 5.2, PMIM shall be liable for any Fees for services actually provided by the University and for non-cancellable reasonable costs incurred or obligated by University at the time of such termination.
- 5.3 Either Party may terminate this Agreement with immediate effect upon written notice to the other Party in the event that:

- (a) The other Party commits a continuing or material breach of any provision hereof which breach has not been cured to the satisfaction of the non-breaching Party within thirty (30) days after written notice thereof from the non-breaching Party;
- (b) 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; or
- (c) Any representation or warranty made in this Agreement is breached by the Party making such representation or warranty or is determined to be false or misleading in any material respect, it being understood that PMIM has the right to terminate the Agreement and shall not be obligated under this Agreement to take any action or omit to take any action (including making any payment hereunder) if it is proven that the University has breached any of the anti-corruption representations and warranties. In the event of any such termination, any amounts that would otherwise be due to University hereunder, including any outstanding and unpaid claims for payment, shall be null and void to the extent permitted by applicable law except for Services performed in accordance with the Agreement and applicable laws which shall be paid by PMIM and University shall be obligated to reimburse PMIM the amount of all payment or fee made by PMIM to the University under this Agreement associated with such breach.

5.4 Upon termination of this Agreement:

- (a) University shall immediately discontinue all Services, incur no further fees or expenses in connection with the Services without PMIM's prior written approval, and provide PMIM with all documents related to Work Product which are in progress and/or completed as at the date of termination;
- (b) Both Parties shall comply with the provisions of Section 7.4 and continue to comply with the obligations herein which are stated in Section 13.6 to continue after the termination or expiration of this Agreement;
- (c) University shall refund to PMIM in full (without set off or deduction), within thirty (30) days following the date of termination, any and all payments made by PMIM for which the corresponding Services have not been completed in accordance with this Agreement as of the date of termination; and
- (d) Provided that termination was not as the result of a material breach by University or University Personnel, send PMIM itemized invoices reflecting:
 - (i) Services satisfactorily rendered in accordance with this Agreement prior to the date of termination (and which have not already been paid for by PMIM); and
 - (ii) any reimbursable expenses which comply with Section 4.2 and which have been properly incurred in connection with the Services prior to the date of termination (and which have not already been paid for by PMIM),
 and PMIM shall pay all undisputed amounts due to University within thirty (30) days after PMIM's receipt of such invoices.

5.5 Termination or expiration of this Agreement shall be without prejudice to (i) any of the Parties' obligations contained herein which survive the termination or expiration of this Agreement and (ii) any prior rights which a Party has accrued prior to the termination or expiration of this Agreement.

6. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY RIGHTS

6.1 In consideration of the amounts to be paid by PMIM hereunder, University agrees that PMIM shall have purchased all right, title and interest in all Work Product. PMIM shall be the sole and

exclusive owner in all countries of Work Product from the time of its creation.

- 6.2 PMIM agrees that all rights, title and interest in all University Materials vest in University and that University shall be the sole and exclusive owner in all countries of such University Materials and that PMIM has no right to use such University Materials. All know how, processes, procedures, methods, (biological) material, apparatuses and developments associated with the Services which are solely developed and used by University to perform the Services and all intellectual property related thereto, whether created before or after the effective date, shall be owned solely by University.
- 6.3 University hereby agrees that all worldwide right, title and interest in and to all Intellectual Property Rights in and to all Work Product, shall be irrevocably assigned to PMIM as far as permitted under applicable laws.
- 6.4 If a transfer of certain Intellectual Property Rights with regard to Section 6.3 in and to all Work Product is not permissible by applicable law, University hereby grants PMIM (and its designees') all exclusive rights of use and exploitation in such Intellectual Property Rights unlimited as to time, territory and exploitation method.
- 6.5 University shall promptly communicate to PMIM full information regarding any Work Product. University agrees to provide PMIM, at PMIM's expense, all assistance reasonably required to perfect its rights pursuant to this Section 6, including, without limitation, giving evidence in proceedings and suits to obtain, maintain and assert any Intellectual Property Rights in such Work Product and to assert its rights in any subject matter not subject to the foregoing Intellectual Property Rights.
- 6.6 All Work Product may be used, duplicated and/or reproduced in all forms and for all media, including all electronic media, worldwide, by PMIM and its designees. PMIM may combine any Work Product with any other information, materials or designs to which PMIM or any of its Affiliates has or may obtain rights from any source. University shall not receive any additional compensation for PMIM's (or PMIM's designees) use of Work Product or any related Intellectual Property Rights in any manner. University shall have the right to use the results of the Services and the Work Product for its own academic research and educational purposes provided that it ensures confidentiality in accordance with Section 7 of this Agreement. Subject to Section 10 of this Agreement, University shall have the right to use the results of the Services and Work Product for publication.
- 6.7 PMIM shall have the right at any time to assign or transfer any Intellectual Property Rights in and to all Work Product to any of its Affiliates and such assignee may with respect to such Intellectual Property Rights exercise any rights set forth in this Section 6.
- 6.8 PMIM shall retain exclusive ownership of the Work Product and related Intellectual Property Rights after termination or expiration of this Agreement.
- 6.9 Both Parties agree that the rights assigned/granted under this Section 6 shall in no way impose on one Party an obligation to protect, enforce, exploit or make use of any of its rights under Section 6.
- 6.10 University hereby acknowledges and agrees that the amounts payable by PMIM under this Agreement shall be good, valuable and complete consideration for the performance of the Services and the vesting of ownership in PMIM of the Work Product and the Intellectual Property Rights relating thereto.

7. CONFIDENTIALITY

- 7.1 Both Parties shall ensure that all Personnel of the receiving Party shall, (i) keep all Confidential Information of the other Party confidential, (ii) maintain tangible Confidential Information of the other Party in a secure location, (iii) not use Confidential Information of the other Party for any

purpose other than in accordance with this Agreement, (iv) not disclose Confidential Information of the other Party to any person other than the receiving Party's Personnel who have a need to know such Confidential Information in order to provide the Services, and (v) notify the disclosing Party immediately if receiving Party is requested or required to disclose any Confidential Information of the other Party to a third party in connection with any civil or criminal investigation or any judicial or administrative proceeding so that the disclosing Party may if it so chooses seek an appropriate and under applicable law permitted protective order.

- 7.2 Both Parties shall have and maintain security systems and processes to enable it to comply with the confidentiality obligations of this Section 7. This shall include ensuring that the Parties' Personnel are bound by confidentiality agreements containing substantially similar terms to those contained herein, and both Parties agree to accept responsibility for any use or disclosure of Confidential Information of the disclosing Party by its 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.
- 7.3 The obligations of confidentiality in Section 7.1 shall not apply to any Confidential Information that (i) comes into the public domain other than through breach of this Agreement by the receiving Party, (ii) was known by the receiving Party (as established by its own records or other competent proof) before disclosure by the disclosing Party or its Affiliates to the receiving Party, (iii) comes lawfully into the possession of the receiving Party from a third party with no obligation of confidentiality, or (iv) the disclosure of which is required by law, by any court of competent jurisdiction or by any official regulatory body, provided that the receiving Party immediately notifies the disclosing Party of such demand so that the disclosing Party may if it chooses seek an appropriate and under applicable law permitted protective order.
- 7.4 Within fifteen (15) days of the termination or expiration of this Agreement for any reason both Parties shall return to the other Party all materials in whatever form containing any Confidential Information including, without limitation, all documents, data, specifications, samples, drawings, designs, blueprints, photographs, sketches, software and other materials of the other Party, together with any reproductions of same.
- 7.5 University agrees in respect of Work Product (i) to hold the Work Product in strict confidence, (ii) to limit the dissemination of any Work Product within its organization to those of its University Personnel who need to have access to the Work Product to provide the Services hereunder, and (iii) to refrain from disclosing any aspect of the Work Product to any third party including any Work Product embodied in products developed by the University for PMIM and/or its Affiliates, or from using any Work Product for any third party's benefit or in any other manner not authorized in writing by PMIM. For the avoidance of doubt, Work Product shall be deemed to include the Confidential Information of PMIM. University shall have the right to use the results of the Services and the Work Product for its own internal research and educational purposes provided that it ensures confidentiality in accordance with Section 7 of this Agreement. Subject to Section 10 of this Agreement, University shall have the right to use the results of the Services and Work Product for publication.
- 7.6 PMIM agrees in respect to University Materials (i) to hold the University Materials in strict confidence, (ii) to limit the dissemination of any University Materials within its organization to those of its PMIM Personnel who need to have access to the University Materials, and (iii) to refrain from disclosing any aspect of the University Materials to any third party including any University Materials embodied in products developed by the University for PMIM and/or its Affiliates, or from using any University Materials for any third party's benefit or in any other manner not authorized in writing by University. For the avoidance of doubt, publication of Work Product in a form or manner that would disclose, directly or indirectly, University Materials requires the written authorization of University.
- 7.7 Nothing in this Agreement shall prevent the Parties or their Affiliates from disclosing the terms of this Agreement, including the other Party's identity and the payment terms hereof, if necessary, to any government agency or official that, in the Party's judgment, has a legitimate need to know according to applicable laws.

8. REPRESENTATIONS AND WARRANTIES / LIABILITY

- 8.1 Both Parties represent and warrant that they are duly incorporated, validly existing, in a sound and reliable financial condition and in good standing, and have the power and authority to perform under this Agreement.
- 8.2 The University hereby represents, warrants and undertakes that the Services shall be supplied and rendered in a professional manner with all reasonable skill, care, judgment and diligence. PMIM sole and exclusive remedy for breach of this warranty is, at PMIM's sole discretion, (i) reperformance of the nonconforming Services (in that case the provision of this Agreement will apply to such re-performed Services) or, (ii) a refund of the fees paid by PMIM to the University in consideration for the nonconforming Services.
- 8.3 University makes no warranties other than as set forth in this Agreement, and makes in particular no warranties of merchantability, fitness for a particular purpose, accuracy and warranties arising from course of dealing or usage of trade. The University shall not be liable for any direct, consequential or other damages suffered by PMIM, any licensee, or any others resulting from PMIM's use of the results of the Services, the Work Product or any such invention or product.
- 8.4 University represents that up to its reasonable knowledge it does not have, and will not have during the term of this Agreement, any conflict of interest that would impede University's ability to provide the Services under this Agreement.
- 8.5 University warrants that it shall not authorize, offer, promise or give any payments or anything else of value, through any means whatsoever, (i) to any Government Official (which for purposes of this Agreement shall mean an officer or employee of a government, an entity owned or controlled by a government or a public international organization; a political party or official thereof; a candidate for political office; or a person acting in an official capacity for or on behalf of any of the foregoing) or to any other person while knowing that all or any portion of the thing of value will be offered, promised or given to a Government Official for the purpose of influencing official action to obtain or retain unlawful business or secure any improper advantage, or to improperly reward such an act, or (ii) to any person (whether or not a Government Official) to improperly influence that person to act in breach of a duty of good faith, impartiality or trust, or to reward such an act. This includes a prohibition on offering or making "facilitation" payments. Facilitation payments are small payments to Government Officials to expedite or secure the performance of routine government action (actions that are ordinarily and commonly performed). University warrants that it shall not use any illegal, unethical, or improper methods, in connection with this Agreement. For the avoidance of doubt and without limiting the generality of the foregoing warranty, University further warrants that it shall not make a gift or political contribution in cash or in kind to, nor shall it entertain, any Government Official or any other persons on behalf of PMIM without the prior written approval of PMIM, and that all such approved gifts, entertainment and contributions will be accurately recorded in its books and records and will not be reimbursed by PMIM without having received the necessary approvals from PMIM.
- 8.6 No part of any payments by PMIM to University may be used, directly, indirectly, or through any other means whatsoever, (i) for any purpose that would constitute a violation of the law of Switzerland where the Services are performed; (ii) in order to procure any improper benefit from any Government Official or other person on behalf of PMIM; or (iii) for any illegal, unethical, or improper purpose, whether or not in connection with this Agreement, and both parties represent that they will not use any such funds in a way that violates this provision.
- 8.7 University represents that it shall file all reports with governmental authorities as required by applicable law in connection with University's activities on behalf of PMIM hereunder. University shall file such reports in an accurate and timely manner at its own expense and shall forward copies of all such reports to PMIM within reasonable time upon their filing.

- 8.8 University represents that it shall not create or maintain any secret or unrecorded funds or assets for any purpose with regard to the fees provided by PMIM to University in connection with this Agreement or the performance of Services hereunder.
- 8.9 Both Parties represents that they will (and will ensure that all their Personnel will) at all times comply with all applicable data protection laws and will use security technology, processes and procedures that are consistent with under applicable law required 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.
- 8.10 The preceding representations, warranties and obligations are material terms of this Agreement and both Parties' full compliance in all respects with such terms is an essential component of the Parties' obligations under this Agreement. Both Parties acknowledge that a breach of any of the foregoing terms of Section 8 will constitute grounds for termination under Section 5.3(c).
- 8.11 The Parties shall – in the case of intent or gross negligence – be liable, without any limitation, for damages arising from performance not in compliance with the Agreement or from performance failure. In the event of slight negligence, the Parties' liability shall be limited to the amount of compensation due under this Agreement.

9. CONDUCT, PUBLICITY AND THIRD PARTY CONTACTS

- 9.1 Neither Party nor its Personnel shall, without the prior express written approval of the other Party, (i) advertise or otherwise publicize the existence or terms of this Agreement or any other aspect of the relationship between the Parties or (ii) use the others Party's name or that of any of its Personnel name or any trade name, trademark or service mark or brand imagery belonging to that Party and/or 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.
- 9.2 If at any time either Party or either Party's Personnel is contacted by a third party, including any news organization, concerning the Services provided under this Agreement, such Party and/or such Party's Personnel shall make no comment, notify the other Party of the third party contact, and refer the third party to such other Party and/or coordinate the information provided to the third party with such other Party.

10. PUBLICATION RIGHTS

- 10.1 Neither party will use the other party's name in connection with any publication or promotion without the other party's prior, written consent.
- 10.2 Given that Work Product prepared or developed under this Agreement will typically contain or be derived in whole or in part through the use of Confidential Information of PMIM, any publication of Work Product is subject to the requirements set out in Schedule 1.
- 10.3 If and to the extent Work Product does not contain and is not derived in whole or in part through the use of Confidential Information of PMIM, University shall have the right, consistent with academic standards, to publish the results of the Services performed under this Agreement, provided such publication does not disclose Confidential Information of PMIM (as defined within this Agreement). University agrees that, prior to submission to publisher of a manuscript describing the results for publication, University shall forward to PMIM 30 days prior to planned publication a copy of the manuscript to be submitted to PMIM for review and comments and University will take into account in good faith the said comments. If no written response is received from PMIM within the 20 days after receipt of the manuscript University is free to publish and may proceed publication without delay. Subject to the University Material, in this period of time PMIM shall determine whether a patent application or any intellectual property

right protection should be sought prior to publication in order to protect its interests in any Work Product developed in connection with the Services. In addition, with reasonable justification, University agrees to withhold publication a necessary period of time (not to exceed 90 days) if required, to allow PMIM to obtain patent protection. After this time University shall be free to submit the manuscript and publish the results in any manner consistent with academic standards.

11. BOOKS AND RECORDS; AUDIT

- 11.1 All financial statements, reports and billings rendered by University to PMIM shall, in reasonable detail, accurately and fairly reflect the activities and transactions related to PMIM's account. University shall keep and maintain complete and accurate books, records of account, reports and other data necessary for the proper administration of this Agreement for five (5) years after the termination or expiration hereof, or if longer for the applicable retention period required by law.
- 11.2 PMIM shall have the right, to the fullest extent provided by the laws of Switzerland, to have its internal and/or independent auditors conduct an audit at the premises of University covering University's performance of Services pursuant to this Agreement, including but not limited to a review of University's financial and accounting records, data security systems and processes pertaining to University's performance of the Services hereunder upon reasonable notice during normal business hours at PMIM's expenses. PMIM may exercise its right to audit twice per year during the term of this Agreement and once during the twelve (12) months immediately following the termination or expiration of this Agreement. University will reasonably cooperate in any audit that may be conducted in accordance with the terms of this Agreement and all applicable laws. Without prejudice to any other rights or remedies available to PMIM, if, as a result of any such review of University's books and records, it is shown that costs and expenses incurred by University for any Services were less than the amount paid by PMIM hereunder, University shall, within thirty (30) days of PMIM's written demand therefore and as has been shown by written records, make all payments required to be made to PMIM to eliminate any discrepancy revealed by such review.

12. FORCE MAJEURE

- 12.1 If either Party is prevented in any way from performing any of its obligations under this Agreement because of matters outside such Party's reasonable control including fire, flood, storm, riot, war or hostilities between any nations, rebellion, acts of God, (each an "Event of Force Majeure"), then the Party so prevented from performing shall not be liable for any failure or delay in its performance provided that such Party shall give the other Party prompt written notice of such failure or delay and the cause thereof and shall use all reasonable means to minimise the effect of the Event of Force Majeure on the performance of its obligations under this Agreement and to resume full performance of its obligations as soon as possible or the other Party has the right to terminate this Agreement with thirty (30) days written notice to the Party so prevented to perform its obligations and duties hereunder.
- 12.2 If the Agreement has been terminated according to this Section 12 then PMIM shall pay University for all Services already performed and all non cancellable costs already incurred under this Agreement and University shall provide to PMIM all documents and information as agreed under this Agreement.

13. GENERAL PROVISIONS

- 13.1 This Agreement shall not be construed to create an association, partnership or joint venture, relation of principal and agent or of employer and employee between (i) PMIM or its Affiliates and (ii) University or any of University's agents within the meaning of any law. Neither Party nor any Party's Personnel shall be considered nor hold itself out to be, an agent, employee or partner of the other Party or of any of its Affiliates for any purpose. Neither Party nor any Party's Personnel is authorized, nor shall it purport to be authorized, to create obligations binding on the other Party or any of its Affiliates in any manner whatsoever.

- 13.2 No delay, omission or failure by either Party to exercise any of its rights or remedies hereunder 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 as often as may be deemed expedient by the Party exercising such right or remedy.
- 13.3 This Agreement shall not be amended, modified or changed except by an agreement in writing, signed by both Parties, that expressly refers to this Agreement and expressly amends or supersedes this Agreement.
- 13.4 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 pre-printed terms and conditions of any of University's and PMIM'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.
- 13.5 This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and assigns. University shall not, nor shall it purport to, assign or encumber all or any part of its obligations or rights under this Agreement without the prior written consent of PMIM. PMIM shall have the right to assign all or any part of its rights and obligations under this Agreement to any of its Affiliates without the prior consent but with notice to University. PMIM shall be responsible and liable for the acts, errors, omissions and defaults of any of its Affiliates as fully as if they were the acts, errors, omissions or defaults of PMIM.
- 13.6 The provisions of Sections 1, 5,4, 6, 7, 8, 9, 10, 11 and 12 and all assignments, warranties, indemnities and confidentiality obligations provided herein, and all obligations which by their nature are intended to survive, shall survive termination or expiration of this Agreement.
- 13.7 Notices hereunder shall be in writing and may be given or made by personal delivery or by prepaid registered post or by facsimile, addressed to the intended recipient at the address specified on the first page of this Agreement in respect of the relevant Party (or at such other address as such Party may last have specified to the other Party in writing) and if so served shall, in the case of a notice sent by post, be deemed to be served on the third day following the date of posting and, if by facsimile, when transmitted (with printed confirmation of receipt) and, if by personal delivery, on the date of such delivery.
- 13.8 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument.
- 13.9 Section and Schedule headings in this Agreement are for ease of reference only and shall not in any way affect the interpretation of the provisions of this Agreement. Unless the context otherwise requires, references in this Agreement to the singular shall include the plural and vice versa, and references to the masculine shall include the feminine.
- 13.10 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.
- 13.11 This Agreement shall be governed by the laws of the Switzerland without regard to its conflict of laws provisions. The Parties hereby consent to the exclusive jurisdiction of the courts of Zurich, Switzerland for the adjudication of any disputes arising under or in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers with effect as of the Effective Date.

PHILIP MORRIS INTERNATIONAL MANAGEMENT SA

Signature: T. Olbrich

Name: Till Olbrich

Title: VP & Associate General Counsel

Date: 4 July 2013

Signature: R. Wick

Name: Ryan Wick

Title: Senior Counsel

Date: 4 July 2013

The University of Zurich

Signature: M. Wolf

Name: MICHAEL WOLF

Title: PROFESSOR

Date: 8 JULY 2013

Signature: Daniel Wyler

Name: Prof. Dr. Daniel Wyler
Vice President
University of Zurich

Title: University of Zurich

Date: 16. Juli 2013