AI Policy
for Service
Providers/Consultants

AI POLICY FOR SERVICE PROVIDERS/CONSULTANTS

Zuellig Pharma (the "Client") is committed to the responsible, ethical, and transparent use of Artificial Intelligence ("AI") across all areas of its operations. To uphold the highest standards of trust, accountability, and safety, the Client requires all Service Providers/Consultants (as defined below) engaging in AI-related activities to be secure, transparent, legally compliant and align with the Client's values, applicable laws, data protection, information security, and industry-recognized AI governance frameworks.

1. SCOPE AND APPLICABILITY

This policy establishes the requirements, limitations, and safeguards for any Service Provider/Consultant that deploys, integrates, develops or uses AI technologies directly or indirectly in connection with the goods or services ("Services") provided or performed for the Client regardless of whether AI capabilities are explicitly marketed as part of the Service Provider/Consultant's offering or whether it is developed by the Service Provider/Consultant, its affiliates or subcontractors, or third party providers.

For avoidance of doubt, this policy applies to both direct use of AI (e.g., AI-generated deliverables, AI-driven analytics, automated decision-making), and indirect use of AI (e.g., using AI internally to support development, coding, content creation, troubleshooting, or data processing).

All obligations under this policy extend fully to the subcontractors or any entities engaged by the Service Provider/Consultant to deliver the services to the Client.

2. DEFINITIONS

For purposes of this policy, the following words shall have the following meanings:

"Artificial Intelligence" or "AI"	**:**	shall mean any machine-based system whether rule-based, deterministic, statistical, heuristic, or learning-based, designed to operate with any level of autonomy that uses inputs, prompts, signals, or encoded rules to generate outputs such as predictions, classifications, recommendations, contents, or decisions that may influence physical or virtual environments.
		AI includes all subclasses and related technologies that enable inference, decisioning, or automated output generation, regardless of whether the system:
		i) learns or adapts after deployment;
		ii) is trained on data;

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<tr><td></td><td>iii)</td><td>uses fixed rules, deterministic logic, or symbolic reasoning;</td></tr>
<tr><td></td><td>iv)</td><td>uses Machine Learning (defined herein), deep learning, or neutral-network-based models;</td></tr>
<tr><td></td><td>v)</td><td>produces outputs through statistical, algorithmic, or hybrid approaches;</td></tr>
<tr><td></td><td>vi)</td><td>any tool that automates or influences decision-making, forecasting, content creation, eligibility determination, risk scoring, or process optimization; or</td></tr>
<tr><td></td><td>vii)</td><td>any other system that performs tasks, which, if executed manually, would involve cognitive judgment, interpretation, analysis, prediction, or decision-making.</td></tr>
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"AI Processing"	:	shall mean any use of Client Data to train, infer, test, optimize, or operate AI or ML tools.
"Machine Learning" or "ML"	:	shall mean AI techniques that enable systems to learn patterns or relationships from data, whether historical, synthetic, or real-time, and use such knowledge to generate predictions, classifications, or decisions without being explicitly programmed for every outcome.
"Service Provider/Consultants"	:	shall mean any third-party provider engaged by the Client to provide the services defined in the relevant Work Statement regardless of its nature including service providers, consultants, independent contractors, agents.
"Standards"		means industry standards and guidelines and standards implemented, promulgated, published, adopted, or recommended by any governmental authority, standards organization, or recognized industry group, whether binding or non-binding, relating or applicable to AI technology.

All capitalized terms used in this policy but not expressly defined herein shall have the same meaning ascribed to them in the applicable Master Agreement pursuant to which this policy is incorporated or attached, and such definitions are deemed incorporated herein by reference.

3. WARRANTIES AND UNDERTAKINGS

Service Provider/Consultant warrants and undertakes that it and its Affiliates and their respective directors, officers, employees, agents, and other persons acting on their behalf:

3.1. does not and will not use Client's Data to train, retrain, fine-tune, benchmark, improve, optimize, test, or evaluate any AI or ML system without Client's written consent. This restriction applies to all Client Data obtained by the Service Provider/Consultant through the provision of the Services, including where applicable, data generated by the Service Provider/Consultant's system while operating within the Client's environment.

3.2. if Service Provider/Consultant seeks such permission, Service Provider/Consultant shall provide Client with all necessary information, documentation, security controls, risk assessments and any other assistance reasonably required by Client to comply with applicable laws, regulations and Standards and perform all related due diligence that is necessary and reasonable under the circumstances.

3.3. before using any AI systems in connection with Client's Data, it maintains an AI governance program that:

    3.3.1. has defined policies and procedures governing AI development, deployment, use, monitoring and retirement;

    3.3.2. meets or exceeds the requirements of applicable laws and Standards;

    3.3.3. includes human oversight, risk assessment, explainability, bias mitigation, and model monitoring controls;

    3.3.4. ensures safe, responsible, ethical, and secure use of AI.

3.4. if consent is granted:

    3.4.1. Service Provider/Consultant shall only use the Client's Data for AI training in pre-approved use cases agreed by the Parties;

    3.4.2. unless otherwise agreed by the Parties in writing, any output, work product, or deliverables

    3.4.3. generated using AI in connection with the Services shall be deemed as "work for hire" and all rights, title, and interest shall vest exclusively in the Client.

3.5. Where applicable and to the extent allowed under applicable laws and Standards, Service Provider/Consultant shall ensure that all AI used in delivering the Services shall adhere to the following principles:

3.5.1. **FAIRNESS.** All AI systems used by the Service Provider/Consultant in connection with the Services are designed, tested, and monitored to ensure fair and equitable outcomes.

3.5.2. **NON-DISCRIMINATION.** All AI systems will not, whether through design, inputs, training processes, or algorithmic logic, produce results that unlawfully discriminate against any individual or group based on race, gender, sexual orientation, disability, health condition, or any other characteristic protected under applicable laws and Standards. Moreover, the Service Provider/Consultant shall implement ongoing measures to identify, prevent, and correct and discriminatory or biased model behaviour.

3.5.3. **ACCOUNTABILITY.** Service Provider/Consultant shall remain fully accountable and responsible for every AI system it develops, uses, configures, integrates or deploys ("Use") in connection with the Services, including all outputs, decisions, errors, and consequences arising from the Use of such AI systems.

3.5.4. **TRANSPARENCY.** Service Provider/Consultant warrants that its AI training processes will be explainable and transparent, including the nature of the datasets used (e.g. type, origin, etc.), the algorithms or models implemented, and the criteria used for predictions or decisions.

3.5.5. **DISCLOSURE.** Service Provider/Consultant will provide the Client with written notice of no less than two (2) weeks before making any material changes to its AI systems. Moreover, Service Provider/Consultant shall notify the Client without undue delay and no later than forty-eight (48) hours after becoming aware of any AI-related incident including but not limited to breaches, failures, or any unintended consequence to the Client.

3.5.6. **DATA MINIMIZATION.** Service Provider/Consultant warrants that only the minimum Client Data required to perform the specific AI use case approved by the Client may be collected, assessed, processed, or used. Service Provider/Consultant shall not expand the scope beyond what the Client has expressly authorized. Service Provider/Consultant must implement controls to ensure that no additional data may be accessed or processed unless expressly required or approved in advance by the Client.

3.5.7. **SECURITY.** If Service Provider/Consultant is authorized to process Data using AI in accordance with Clause 3.4 above, the Service Provider/Consultant shall ensure that all such activities are carried out in compliance with all applicable laws and Standards, Data Processing Addendum entered into between the parties, where applicable, and Client's internal policies which the Service Provider/Consultant acknowledged to have received and accepted and any other security measures agreed by the Parties from time to time. In addition, Service Provider/Consultant must implement measures against unauthorized or intended inference, data leakage, or model inversions.

3.6. Service Provider/Consultant warrants that all subcontractors are contractually bound to obligations no less protective than those in this policy.

3.7. In addition to the audit provision in the Master Agreement, if Service Provider/Consultant is authorized to process Data in accordance with Clause 3.4 above, the Service Provider/Consultant must maintain a comprehensive data lineage and audit history including

timestamps and access logs which must be immediately available to the Client upon request for audit, compliance, or investigation purposes in a format agreed by the Parties.

3.8. Service Provider/Consultant warrants that no Client Data is used in publicly accessible or shared AI environments.

4. COMPLIANCE

4.1. **COMPLIANCE MEASURES.** Service Provider/Consultant acknowledges that Client shall continuously monitor the AI policies of Service Provider/Consultant. The Service Provider/Consultant shall at its own costs at all times do everything necessary and possible to ensure that the highest possible standards of AI protection meet or exceed the requirements of the applicable Laws and Standards. For the avoidance of doubt, the Service Provider/Consultant shall always comply with all Laws and Standards in connection with the use of AI. During the Term of the Master Agreement or any Work Statement, Client may, from time to time, request Service Provider/Consultant to provide documentation evidencing Service Provider's/Consultant's compliance with this Policy. The documents that Client may request from Service Provider/Consultant shall depend on the nature of the Services and the agreement of the Parties.

4.2. **FAILURE TO COMPLY AS GROUNDS FOR TERMINATION.** Client considers this Policy to be vital to Service Provider's/Consultant's performance of its obligations. If Service Provider/Consultant commits a breach of any of the provisions of this Policy, such failure shall constitute a material breach under the terms of this Master Agreement and entitles Client to: (a) require cessation of the AI use; (b) demand corrective actions; and/or (c) terminate the Master Agreement and all Work Statements immediately without being in breach or incurring any liability to the Service Provider/Consultant and recover losses, damages or regulatory fines attributable to Service Provider/Consultant's non-compliance.

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