

Exhibit 12
Public Redacted
Version

CONFIDENTIAL

RX-0544

AMENDED AND RESTATED MASTER RELATIONSHIP AGREEMENT

BY AND BETWEEN

PHILIP MORRIS INTERNATIONAL MANAGEMENT S.A.

AND

ALTRIA CLIENT SERVICES LLC

July 15, 2015

- 1.165. “**Trademark Infringement**” has the meaning set forth in Section 6.4.1 of the [REDACTED]
- 1.166. “**Trademark Rights**” means trademarks, service marks, rights in trade names, business names, brand names, get-up, logos, domain names and URLs, and all other equivalent or similar forms of intellectual property to any of the foregoing that may exist now or in the future anywhere in the world; and in each case, whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights.
- 1.167. “US [REDACTED]” has the meaning set forth in Section 5.3.1 of the R&D Agreement.
- 1.168. “US [REDACTED]” has the meaning set forth in Section 9.3.1 of the NGP Distribution Agreement.
- 1.169. “**Valid Claim**” means a claim of an issued and unexpired Patent that has not been held permanently revoked, unenforceable or invalid by a decision of a court, national or regional patent office or other body of competent jurisdiction, unappealable or un-appealed within the time allowed for appeal and that has not been admitted to be invalid or unenforceable through reissue or disclaimer or otherwise.
- 1.170. “**VAT**” has the meaning set forth in Section 11.3.2 of the R&D Agreement.
- 1.171. “**Working Group**” has the meaning set forth in Section 2.1.2 of the R&D Agreement.

2 OVERVIEW OF RELATIONSHIP.

- 2.1 [REDACTED]
- 2.2 No license, sublicense or other right is or will be created or granted under this MRA or any Relationship Agreement by implication, estoppel, or otherwise.
- 2.3 [REDACTED]
- 2.4 [REDACTED]

3 STEERING COMMITTEE AND OVERSIGHT.

- 3.1 **Steering Committee and Distribution Agreement Managers.** The Parties hereby establish a “**Steering Committee**” consisting of six (6) members, three (3) of whom shall be appointed by ALCS and three (3) of whom shall be appointed by PMI, from time to time. The Steering Committee shall manage the relationship between the Parties as created by this MRA and the Relationship Agreements. Each Party shall appoint one (1) of its officers or employees to be such

OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND EACH PARTY EXPRESSLY DISCLAIMS, WAIVES, RELEASES AND RENOUNCES ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, IN CONNECTION WITH THIS MRA OR ANY RELATIONSHIP AGREEMENT, INCLUDING WARRANTIES OF QUALITY, EFFICACY, SAFETY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR ENFORCEABILITY OF ANY INTELLECTUAL PROPERTY RIGHTS AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

7 LIMITATION OF LIABILITY.

7.1 NOTWITHSTANDING ANYTHING CONTAINED IN THIS MRA OR ANY RELATIONSHIP AGREEMENT TO THE CONTRARY, EXCEPT:

7.1.1 IN THE EVENT OF FRAUD OR WILLFUL MISCONDUCT OF THE LIABLE PARTY; OR

7.1.2 ANY LOSSES (AS THAT TERM IS DEFINED) REQUIRED TO BE PAID AS PART OF A CLAIM FOR INDEMNIFICATION UNDER ARTICLE 5; OR

7.1.3 ANY LOSSES WHICH ARISE OUT OF AN INDEMNIFIED PARTY'S BREACH OF SECTION 4.1.3, 4.1.4, 4.2.3 OR 4.2.4 OF THIS MRA AND WHICH WERE PAID BY THE INDEMNIFYING PARTY AS PART OF A CLAIM FOR INDEMNIFICATION UNDER ARTICLE 5;

[REDACTED]

8 TERM. The Parties acknowledge and agree that, with effect as and from of the Effective Date, this MRA amends, restates and supersedes the Initial MRA in its entirety, such that the rights and obligations of the Parties shall, as of and from the Effective Date, be governed by and construed in accordance with the provisions of this MRA. The term of this MRA shall begin on the Effective Date and continue until the expiration or termination of the last to expire or terminate of the Relationship Agreements, unless earlier terminated in accordance with Article 9 below.

9 TERMINATION.

9.1 [REDACTED]

9.2 [REDACTED]

[REDACTED]

9.3 [REDACTED]

9.4 This MRA or any Relationship Agreement may be terminated by mutual written agreement of the Parties.

9.5 The following provisions will survive the termination or expiration of this MRA: [REDACTED]

10 RIGHTS AND DUTIES ON TERMINATION.

10.1 On termination of this MRA, whenever and howsoever arising, all Relationship Agreements then in force as of the date of such termination, including all license grants thereunder, shall terminate.

10.2 [REDACTED]

10.3 Upon expiration or earlier termination of this MRA or any Relationship Agreement (but in such case this [REDACTED] each Party shall (i) pay to the other Party all outstanding amounts applicable to such Relationship Agreement, as applicable, which are due as of the date of termination or expiration; and (ii) except as required for the continued performance of any non-terminated Relationship Agreement, (x) return or, at the disclosing Party’s option, destroy all Confidential Information and all copies thereof furnished to such Party or its Representatives, (y) destroy all copies of all other Confidential Information prepared by such receiving Party or its Representatives in respect of Confidential Information furnished to such receiving Party or its Representatives, and (z) expunge, to the extent reasonably practicable, all such Confidential Information, except to the extent prohibited or prevented by any automatic records or retention protocol or similar program. If destruction of such Confidential Information is elected, an authorized person of the receiving Party shall certify in writing to such destruction within thirty (30) days of the request. Notwithstanding the return or destruction of the Confidential Information under this Section 10.3, each Party will continue to be bound by the confidentiality obligations set forth in Article 12.

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