General Terms and Conditions (the "Terms and Conditions" or the "T&C") of LABORATORIOS ViiV HEALTHCARE, S.L.

Article 1 - The parties

1. These general conditions are applicable to any agreement between the companies mentioned above (hereinafter "VIIV") and the Supplier.

2. "Provider", "Supplier" or "Third Party" are understood as the individual or legal entity that has delivered or will deliver goods to VIIV or provide services of any kind to VIIV.

3. "Contract" or "Agreement" is understood as the written agreement referring to either the delivery of goods to VIIV or the rendering of services to VIIV as well as the fulfillment of any other obligations agreed between the parties.

4. In the event of incompatibility between these provisions and any delivery terms and conditions used by the Supplier in its activity, these Terms and Conditions will prevail.

Article 2.- Validity

1. The Contracts to which these conditions apply are those that have been suitably signed by a VIIV representative.

2. Any change to the Contract must be made in writing and signed by a VIIV representative

Article 3.- Delivery of goods

1. In the event that the object of the contract consists of the delivery of goods to VIIV, at the request of VIIV, the supplier, prior to the shipment of all the goods that have to be delivered to VIIV by virtue of the Contract, must send a sample of the product for its acceptance by VIIV.

2. VIIV reserves the right to return those deliveries of goods that exceed the quantities requested in the order and/or Contract.

3. Transfer of risks: As long as the delivery of the goods does not take place, the risk for loss or deterioration shall be borne by the Supplier.

4. Quality: VIIV will communicate to the Supplier, within thirty (30) days following the delivery of the goods, those that do not meet the qualities, standards and specifications indicated in the Contract. These goods will be returned to the Supplier at the latter's expense. VIIV may rescind the Contract at their discretion. VIIV may require the Supplier to extend the previous term by thirty (30) additional days.

5. Return period: VIIV reserves the right to return all merchandise the is not delivered within the delivery period set in the Contract, as well as to terminate, in whole or in part, the Contract to which they refer, the Supplier recognising and accepting any return that may happen for this reason and the resolution of the same.

Article 4.- Provision of Services

In the event that the object of the contract consists in the provision of services to VIIV by the Supplier, in general VIIV will issue the corresponding certificate of conformity. This will imply the fulfilment by the Provider of the agreed levels of service.

If VIIV should identify a breach in the agreed level of service indicators, it will inform the Supplier as quickly as possible so that the latter may correct the deviation identified in the level of service.

Article 5.- Price, invoicing and payment method

The prices indicated in the order are firm and for goods placed at the indicated address, unless otherwise agreed.

Unless expressly agreed between VIIV and the Supplier, or otherwise indicated by VIIV, within ten (10) days following the delivery of the merchandise or the provision of the corresponding services, the Supplier shall issue the corresponding invoice, which shall include the order number that VIIV indicates and shall be sent by the Supplier to VIIV by one of the following ways (i) physically and by ordinary mail to the company Recall designated by VIIV and whose data appears on the order issued by VIIV or (ii) electronically through the portal of the electronic invoicing company -Tungsten- designated by VIIV.

The invoice will be paid by VIIV within the agreed term by bank transfer to the account indicated by the Supplier for this purpose.

Article 6.- Cancellation

In the event of a breach by the Supplier of any condition established either in the order or the present T&C, VIIV, independently of any other rights, may:

1. Rescind the order, or terminate the Contract

2. require from the Supplier any compensation to which VIIV is entitled in accordance with these T&C or applicable regulations.

Article 7.- Liability.

The Supplier assumes full liability for the losses and damages that as a consequence of breach or defective compliance on their part of these T&C may be caused to VIIV and/or third parties.

Article 8.- Prevention of corruption

Third Party agrees that [he/she/it] shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that [he/she/it] has not, and covenants that [he/she/it] will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting [him/her/it] or VIIV in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to government officials to secure or expedite a routine or necessary action to which we are legally entitled.

VIIV shall be entitled to terminate this Agreement immediately on written notice to Third Party , if Third Party fails to perform its obligations in accordance with this Clause. Third Party shall have no claim against VIIV for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause.

Third Party shall not contact, or otherwise knowingly meet with any Government Official for the purpose of discussing activities arising out of or in connection with this Agreement, without the prior [written] approval of VIIV and, when requested by VIIV, only in the presence of a VIIV designated representative.

For the purpose of this agreement “Government Official" (where ‘government’ means all levels and subdivisions of governments, i.e. local, regional, national, administrative, legislative, executive, or judicial, and royal or ruling families) means: (a) any officer or employee of a government or any department, agency or instrumentality of a government (which includes public

enterprises, and entities owned or controlled by the state); (b) any officer or employee of a public international organization such as the World Bank or United Nations; (c) any officer or employee of a political party, or any candidate for public office; (d) any person defined as a government or public official under applicable local laws (including anti-bribery and corruption laws) and not already covered by any of the above; and/or; (e) any person acting in an official capacity for or on behalf of any of the above. “Government Official” shall include any person with close family members who are Government Officials (as defined above) with the capacity, actual or perceived, to influence or take official decisions affecting VIIV business.

Third Party shall inform VIIV in writing, if, during the course of this Agreement, [he/she/it] is convicted of or pleads guilty to a criminal offence involving fraud or corruption, or becomes the subject of any government investigation for such offenses, or is listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs.

Third Party represents and warrants that except as disclosed to VIIV in writing prior to the commencement of this Agreement: (1) none of their significant shareholders (>25% shareholding) or senior management have influence over VIIV’s business; (2) no significant shareholders (>25% shareholding), members of senior management team, members of the Board of Directors, or key individuals who will be responsible for the provision of goods / services, are currently or have been in the past two years a Government Official with actual or perceived influence which could affect VIIV business; (3) [he/she/it] is not aware of any immediate relatives (e.g. spouse, parents, children or siblings) of the persons listed in the previous subsection (2) having a public or private role which involves making decisions which could affect VIIV business or providing services or products to, or on behalf of VIIV; (4) [he/she/it] does not have any other interest which directly or indirectly conflicts with its proper and ethical performance of this Agreement; and (5) it shall maintain arm’s length relations with all third parties with which it deals for or on behalf of VIIV in performance of this Agreement. [Third Party] shall inform VIIV in writing at the earliest possible opportunity of any conflict of interest as described in this Clause [X] that arises during the performance of this Agreement.

VIIV shall have the right during the terms of this Agreement to conduct an audit of [Third Party]’s activities under this Agreement to monitor compliance with the terms of this Agreement. Third Party shall cooperate fully with such audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of VIIV.

Third Party shall ensure that all transactions under the Agreement are properly and accurately recorded in all material respects on its books and records and each document upon which entries such books and records are based is complete and accurate in all material respects. Third Party must maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-books accounts.

Third Party agrees that in the event that VIIV believes that there has been a possible violation of the terms of this Agreement, VIIV may make full disclosure of such belief and related information at any time and for any reason to any competent government bodies and its agencies, and to whomsoever VIIV determines in good faith has a legitimate need to know.

Third Party shall provide anti-bribery and anti-corruption training to relevant personnel, including any relevant subcontractors, at Third Party who act on behalf of VIIV or interact with government officials during the course of any services provided to VIIV. Third Party shall provide VIIV the opportunity to evaluate the training to determine whether it abides by VIIV’s standards and shall conduct additional training, as requested by VIIV. [Third Party], upon request by VIIV, shall certify that the anti-bribery and anti-corruption training has taken place.

Article 9. – Labour Rights

Third Party represents and warrants, to the best of its knowledge, that in connection with this Agreement, it respects the human rights of its staff and does not employ child labor, forced labor,

unsafe working conditions, or cruel or abusive disciplinary practices in the workplace and that it does not discriminate against any workers on any ground (including race, religion, disability, gender, sexual orientation or gender identity); and that it pays each employee at least the minimum wage, provides each employee with all legally mandated benefits, and complies with the laws on working hours and employment rights in the countries in which it operates. Third Party shall be respectful of its employees right to freedom of association and Third Party shall encourage compliance with these standards by any supplier of goods or services that it uses in performing its obligations under this Agreement."

Unless otherwise required or prohibited by law, Third Party warrants that in relation to its performance of this Agreement:

a) it does not employ engage or otherwise use any child labour in circumstances such that the tasks performed by any such child labour could reasonably be foreseen to cause either physical or emotional impairment to the development of such child

b) it does not use forced labour in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge original identification papers or monetary deposits on starting work;

c) it provides a safe and healthy workplace, presenting no immediate hazards to its workers. Any housing provided by Third Party to its workers is safe for habitation. Third Party provides access to clean water, food, and emergency healthcare to its in the event of accidents or incidents at Third Party 's workplace;

d) it does not discriminate against any workers on any ground (including race, religion, disability, gender, sexual orientation or gender identity);

e) it does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;

f) it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provides each employee with all legally mandated benefits;

g) it complies with the laws on working hours and employment rights in the countries in which it operates;

h) it is respectful of its employees right to join and form independent trade unions and freedom of association;

Third Party is responsible for controlling its own supply chain and shall encourage compliance with ethical standards and human rights by any subsequent supplier of goods and services that are used by Third Party when performing its obligations under this Agreement.

Third Party shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies. In the case of any complaints, Third Party shall report the alleged complaint and proposed remedy to VIIV.

VIIV reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon Third Party 's premises to monitor compliance with the provisions of this Clause [xx], and Third Party shall, subject to compliance with Applicable Laws, provide to VIIV any relevant documents requested by VIIV in relation thereto.

Article 10.- Environment, health and safety (EHS)

The Supplier guarantees the following points:

(i) comply with all applicable laws, regulations, licenses, permits, information registrations and restrictions;

(ii) implement, or already has implemented, an Environment, Health and Safety ("EHS") policy and risk-based management system with a commitment to provide a safe and healthy workplace and protect the environment;

(iii) ensure there is at least one senior executive with responsibility for EHS and the organisation has access to technical expertise to support the company in meeting EHS legal obligations;

(iv) disclose and report proactively to VIIV on incidents requiring notification to EHS regulators and any associated fines, prosecutions or civil actions;

(v) provide relevant information, education and training to workers on the hazards, risks and controls associated with their job;

(vi) provide the physical infrastructure and engineering controls necessary to ensure safe storage, handling and processing of materials and waste in order to protect people, the environment and local communities from harm;

(vii) provide and maintain emergency detection systems and an effective response capability; and

cooperate fully with the completion of an onsite EHS audit of the manufacturing facility/premises when requested by VIIV.

Article 11.- Intellectual property rights

VIIV will hold, exclusively, all intellectual property exploitation rights, and especially those of reproduction, distribution, transformation and public communication, of the contents and materials prepared by the Supplier within the framework of this Agreement, both in Spain as well as abroad during the maximum duration of the exploitation rights of the works established in articles 26 and 28 of the Consolidated text of the Intellectual Property Law.

Article 12.- Confidentiality

The Supplier undertakes to maintain absolute confidentiality with respect to the information or documentation (henceforth, the "Information") that VIIV may provide in order to perform the

services covered by this Agreement, as well as not to use of the same for a purpose other than that established within the framework of this Agreement.

Upon termination of the services covered by this Agreement, the Supplier agrees to cease all use of the Information and, on the written request of VIIV, to return to the latter, on time, all the Information, being unable to keep any copy of the same.

The confidentiality commitment contained in this clause shall be maintained for a period of five (5) years from the date of this agreement.

Article 13.- General conditions and jurisdiction

In everything not foreseen in the present T&C, VIIV and the Supplier refer to the Spanish regulations, and in particular to the Common Civil Law.

For the solution of any discrepancy with respect to the present T&C, VIIV and the Supplier submit to the jurisdiction of the courts and tribunals of the city of Madrid, expressly renouncing the jurisdiction that may correspond to them.

Article 14 – Data Privacy

1.1 Personal Information.

1.1.1 Each party acknowledges that, for the purpose of laws applicable to Personal Information, VIIV is the controller of the VIIV Personal Information and Supplier is the processor.

1.1.2 Before Processing any VIIV Personal Information Supplier shall ensure, taking into account industry good practice, the costs of implementation and the nature, scope, context and purpose of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, that appropriate technical and organisational controls are in place to prevent unauthorised or unlawful Processing of any such Personal Information it may hold and to protect any such Personal Information from accidental loss, damage or destruction.

1.1.3 Supplier shall:

a) only Process VIIV Personal Information in accordance with the documented instructions of VIIV (including to the extent necessary to comply with its obligations under the Agreement);

b) inform VIIV if, in Supplier's opinion, any of VIIV's instructions would breach data protection laws; and

c) assist VIIV with undertaking an assessment of the impact of Processing VIIV Personal Information, and with any consultations with a supervisory authority, if and to the extent an assessment or consultation is required to be carried out under data protection laws.

1.2 **Data Subject Rights**

Supplier shall:

1.2.1 implement appropriate technical and organisational measures for the fulfilment of VIIV's obligation to respond to requests by data subjects to exercise their rights of access, rectification or erasure, to restrict or object to Processing of Personal Information, or to data portability; and

1.2.2 if a data subject makes a written request to Supplier to exercise any of the rights referred to in clause 4.2.1, forward the request to VIIV promptly, and in any event

within five (5) days from the date on which Supplier received the request, and upon VIIV's reasonable written request, provide VIIV with all co-operation and assistance reasonably requested by VIIV in relation to that request to enable VIIV to respond to that request in compliance with applicable deadlines and information requirements.

1.3 **Sharing of Personal Information**

Supplier shall:

1.3.1 not engage another processor without prior specific or general written authorisation of VIIV and, in the case of general written authorisation, inform VIIV of any intended changes concerning the addition or replacement of other processors, thereby giving VIIV the opportunity to object to such changes;

1.3.2 before disclosing VIIV Personal Information to any processor, enter into a contract with that processor under which the processor agrees to comply with obligations equivalent to those set out in the Agreement, including this Schedule;

1.3.3 notwithstanding the foregoing, Supplier shall remain fully liable to VIIV for the performance of any sub-processor's obligations; and

1.3.4 before disclosing VIIV Personal Information to any of its employees and representatives, and the employees and representatives of each of its processors, in each case who have access to the VIIV Personal Information, ensure that those persons:

a) have undergone appropriate training in data protection and the care and handling of Personal Information; and

b) are bound to hold the information in confidence to at least the same standard as required under this Agreement (whether under a written agreement or otherwise).

1.4 **No Transfer.**

The Supplier shall not transfer any VIIV Personal Information to any jurisdiction not previously agreed in writing with VIIV, or transfer any VIIV Personal Information to any third party, without the further prior written consent of VIIV, which consent may be subject to the Supplier (or the relevant third party) entering into a data transfer agreement with VIIV and entering into such other arrangements as VIIV may reasonably require to satisfy the requirements that VIIV or any of its affiliates may have as data controllers under any applicable law. Where VIIV consents to any such transfer, Supplier shall comply with the applicable law governing the transfer of Personal Information to a jurisdiction different from that in which the data Processing is currently performed.

1.5 **Third Party Data.**

All or part of the VIIV Personal Information may contain data that is licensed to VIIV by third parties. At VIIV's request, Supplier shall enter into any agreements with such third parties as may reasonably be required to enable the Processing of the Personal Information.

2 Compliance with Data protection Laws.

2.1.1 Supplier will promptly notify VIIV if it receives any complaint, notice or communication which relates directly or indirectly to the Processing of the Personal Information, or to either party's compliance with data protection laws, and shall fully co-operate and assist VIIV in relation to any such complaint, notice, communication or non-compliance; and

2.1.2 Supplier will, upon VIIV's reasonable written request, provide all information necessary to demonstrate compliance with these terms, and allow VIIV or an auditor appointed by VIIV to carry out audits, including inspections of facilities, equipment, documents and electronic data, relating to the Processing of VIIV Personal Information by Supplier or any processor, to verify compliance with these terms.

Particular Terms ans Conditions of GlaxoSmithKline, S.A., GlaxoSmithKline Research and Development, S.L., and GlaxoSmithKline Consumer Healthcare, S.A. (the "Particular Conditions")

The Particular Conditions will be applicable depending on the nature of the goods or services contracted by VIIV from the Supplier.

Appendix 1.- Animal Welfare

1.a.- For services that implicate the involvement of animals and for services related to studies or analyses that implicate the supply of compounds or the use of animals:

1.a.1. Third Party agrees to comply with all relevant statutes, legislation, regulations and guidelines for the care, welfare and ethical treatment of animals in the country where the Study or Services are being performed. Third Party further agrees to comply with the "3Rs" Principles – reducing the number of animals used, replacing animal with non-animal methods whenever possible and refining the research techniques used. All work must be conducted in adherence to the core principles for animals identified below. Local customs, norms, practices or laws may be additive to the core principles, but Third Party agrees to comply and shall procure and ensure that those acting for or on behalf of Third Party (including its subcontractors) comply, as a minimum, with these core principles:

a. Access to species appropriate food and water,

b. Access to species specific housing, including species appropriate temperature and humidity levels,

c. Provision of humane care and a program of veterinary care through guidance of a veterinarian,

d. Animal housing that minimizes the development of abnormal behaviors,

e. Adherence to principles of replacement, refinement and reduction in the design of in vivo or ex vivo studies with processes to optimize animal use and to ensure effective population management,

f. Supported by a relevant scientific justification/rationale, approved by an institutional ethical review process and subjected to independent scientific review,

g. Commitment to minimizing pain and distress during in vivo and ex vivo studies

h. Work is performed by staff documented as trained and competent to conduct the procedures for which they are responsible.

1.a.2 Third Party agrees that all Study protocols shall undergo an ethical review, whether or not required by applicable law, and that written documentation confirming ethical review shall be maintained by Third Party until three (3) years after the termination of this Agreement demonstrating that the review was completed. Those records shall be eligible for inspection by

VIIV upon reasonable notice and shall be promptly provided to VIIV upon request, provided that such inspection shall not extend to those parts of the records which Third Party can demonstrate to be subject to confidentiality arrangements with other customers. Third Party shall ensure that those acting for or on its behalf (including but not limited to subcontractors) will comply with the obligations identified in this subsection 2.

1.a.3. If Third Party is currently accredited by AAALACi the Contractor agrees to make commercially reasonable efforts to maintain its AAALACi accreditation during the life of this Agreement.

1.a.4. Third Party shall conduct Services and VIIV Studies only through appropriately trained and qualified staff, and Third Party agrees to have policies or procedures in place to ensure the qualification and training of its employees. Third Party shall ensure that those acting for or on its behalf (including but not limited to subcontractors) will comply with the obligations identified in this subsection 4.

1.a.5. Upon reasonable advance notice, VIIV (or its subcontractor/delegate) shall have the right to inspect Third Party 's records and facilities. The scope of the inspection may include, but need not be limited to, a tour of the facility, the opportunity to view relevant SOPs, training records, building management records, animal health records, ethical review documents, and any other documents reasonably necessary to assess compliance by Third Party with any of the terms of this Agreement provided that such inspection shall not extend to those parts of the records and facilities which Third Party can demonstrate to be subject to confidentiality arrangements with other customers. To the extent that any significant deficiencies are identified as the result of such inspection, Third Party shall endeavor in good faith to take reasonable and practical corrective measures to remedy any such material deficiencies.

1.a.6. Third Party shall promptly provide to VIIV information of any significant deficiencies identified having regard to its animal care and welfare programme and any corrective actions taken. Third Party shall also provide VIIV copies of any regulatory enforcement action or inspection findings issued to Third Party (or subcontractor) and relating to systemic failure in the ethical care and treatment of animals, regardless of whether such enforcement action or inspection finding relates to a Study associated with this Agreement. Third Party shall ensure that those acting for or on its behalf (including but not limited to subcontractors) will comply with the obligations identified in this subsection 6.

1.a.7. Third Party shall have a procedure in place to assess and approve its external suppliers and distributors who supply animals to Third Party to (i) ascertain and confirm the quality of the animals supplied, (ii) ensure legal requirements for the care and welfare of animals are met and (iii) ensure that only purpose bred animals are used to conduct Studies and provide Services. The distance of suppliers from Third Party 's test facility shall be minimized (where practicable) and transport processes (e.g. stocking densities, carrying crates, food and water) must ensure minimum stress. On arrival, Third Party shall ensure checks are in place to confirm only healthy animals are used in the Studies. Third Party shall document the approval of its animal suppliers and distributors, which documentation shall be made available to VIIV upon request. VIIV shall have the right, but not the obligation, to approve any supplier of non-human primates or other animals, which right may be invoked upon notice to Third Party .

1.a.8 (Only applicable in the case of services that implicate the involvement of animals). Third Party shall make and retain complete and systematic written records of Third Party 's business operations in connection with the performance of this Agreement, and Third Party shall retain all such records for a period as required by applicable law or for three (3) years after work is completed under this Agreement, whichever is greater. The obligations of this Section shall survive termination of this Agreement.

1.b.- For services with substance transfer that implicate the supply of compounds or the use of animals.

1.b.1. Third Party agrees to comply with all relevant statutes, legislation, regulations and guidelines for the care, welfare and ethical treatment of animals in the country where the Study or Services are being performed. Third Party further agrees to comply with the "3Rs" Principles – reducing the number of animals used, replacing animal with non-animal methods whenever possible and refining the research techniques used. All work must be conducted in adherence to the core principles for animals identified below. Local customs, norms, practices or laws may be additive to the core principles, but Third Party agrees to comply and shall procure and ensure that those acting for or on behalf of Third Party (including its subcontractors) comply, as a minimum, with these core principles:

a. Access to species appropriate food and water,

b. Access to species specific housing, including species appropriate temperature and humidity levels,

c. Provision of humane care and a program of veterinary care through guidance of a veterinarian,

d. Animal housing that minimizes the development of abnormal behaviours,

e. Adherence to principles of replacement, refinement and reduction in the design of in vivo or ex vivo studies with processes to optimize animal use and to ensure effective population management,

f. Supported by a relevant scientific justification/rationale, approved by an institutional ethical review process and subjected to independent scientific review,

g. Commitment to minimizing pain and distress during in vivo and ex vivo studies,

h. Work is performed by staff documented as trained and competent to conduct the procedures for which they are responsible.

1.b.2. Upon reasonable advance notice, VIIV (or its subcontractor/delegate) shall have the right to inspect Third Party 's records and facilities. The scope of the inspection may include, but need not be limited to, a tour of the facility, the opportunity to view relevant SOPs, training records, building management records, animal health records, ethical review documents, and any other documents reasonably necessary to assess compliance by Third Party with any of the terms of this Agreement provided that such inspection shall not extend to those parts of the records and facilities which Third Party can demonstrate to be subject to confidentiality arrangements with other customers. To the extent that any significant deficiencies are identified as the result of such inspection, Third Party shall endeavour in good faith to take reasonable and practical corrective measures to remedy any such material deficiencies.

Appendix 2 – Conflict Minerals

The Third Party warrants that in relation to its performance of this Agreement it does not extract, trade, handle or export mineral ores containing: (i) tin (cassiterite); (ii) tantalum (columbite-tantalite or coltan); (iii) tungsten (wolframite); or (iv) gold (together, "**Conflict Minerals**"), which may have originated directly or indirectly from the Democratic Republic of Congo and neighbouring countries, or otherwise operates a robust auditing process to ensure that any such Conflict Minerals do not originate directly or indirectly from Democratic Republic of Congo and neighbouring countries.

Appendix 3 – Crisis & Continuity Management

Third Party must have effective crisis management and business continuity (CCM) plans in place which reflect ISO 22301 standards that are ready for use and that include risk assessment and mitigation, authorised response and recovery strategies for impacts to workforce, facilities, technology, and key suppliers, key areas of responsibility and clear communication routes internally and with VIIV before a business disruption occurs. Third Party must update its CCM plan to reflect significant business or organizational changes or every twelve (12) months or less and must test the plan through an exercise or activation every twenty-four (24) months or less.

Third Party must ensure that employees responsible for crisis management and business continuity are trained to implement plans for their areas of responsibility. Third Party must allow VIIV to conduct an assessment of the effectiveness of CCM controls and documents upon mutually agreed dates upon no less than 2 weeks' notice. Following that assessment, Third Party shall provide their proposed remedial actions to any matters raised by VIIV within 2 weeks of VIIV's initial written request. Third Party shall implement any agreed action, including an agreed Time to Recovery for contracted products or services, within 2 months (or otherwise as mutually agreed).

If any business interruption occurs, Third Party shall:

- Communicate this to VIIV as soon as reasonably practicable;
- Implement its business continuity plan and/or crisis management plan (as appropriate);
- Continue to undertake the affected Services in accordance with its business continuity plan and/or crisis management plan (as appropriate); and
- Restore the affected Services to normal within the period laid out in its business continuity plan and/or crisis management plan (as appropriate)

Appendix 4 – Exports

Third Party shall disclose to [VIIV contracting party] any relevant export control classification codes applicable to the goods, software, technology, and/or services supplied under this Agreement in advance of, or simultaneously with, their supply.

Third Party shall not supply, directly or indirectly, to [VIIV contracting party] any goods, software, technology, or services sourced from a Sanctions Target or, without prior disclosure to and consent from the [VIIV contracting party], an EO 13599 List Party, an SSI Party, or a Sanctioned Country or Territory (i.e., any country or territory against which comprehensive sanctions or an import ban are imposed by the United States, the European Union, or the United Kingdom).

Third Party shall, upon request, provide [VIIV contracting party] with assistance, including but not limited to providing any relevant transaction documentation, in order to enable [VIIV contracting party] to comply with all applicable export control laws and regulations, including the export control laws and regulations of the United States of America, the European Union, the United Kingdom, and any other country with jurisdiction over the export of the contracted goods, software, technology, or services.

Definitions:

Sanctions Target means any person or entity that is (i) currently the target of any sanctions programme administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority (collectively, "Sanctions"); (ii) is or in the preceding 12 months has been in violation of or subject to an investigation relating to Sanctions (iii) is listed on, or majority-owned or otherwise controlled, individually or in the aggregate, by one or more parties identified on OFAC's List of Specially Designated Nationals and Blocked Persons or any list of

parties designated by the European Union, the United Kingdom or other relevant sanctions authority.

Appendix 5.- Inappropriate Promotion

Third Party shall carry out all activities undertaken in connection with any VIIV product, or otherwise under this Agreement, in compliance with:

(i) all applicable laws and regulations;
(ii) the requirements of the IFPMA code; and
(iii) applicable local industry codes in the country where the activity is taking place.

Third Party shall carry out all activities undertaken in connection with any VIIV product, or otherwise under this Agreement, in compliance with the Standards of Promotion and Scientific Engagement (Prescription Medicines) for Third Parties, as set out in Schedule **XXX**, together with such material amendments to such Standards as VIIV may notify to Third Party from time to time. **Third Party will implement an internal compliance framework to ensure compliance with these requirements.**

As soon as possible, and in any event within 24 hours of becoming aware, Third Party shall disclose to VIIV conduct by Third Party or Third Party employees, or by any Third Party sub-contractor, agent or its employees, in connection with VIIV products or otherwise in connection with this Agreement that violates or potentially violates any such laws, regulations, codes, guidelines or standards.

Before any employee of Third Party , its agent or its sub-contractor engages in activities in respect of VIIV products, or otherwise in connection with this Agreement, Company shall ensure that such personnel are trained on the requirements set out in Clauses above and certify their understanding of, and agreement to follow, these requirements. Third Party shall implement refresher training at own cost of all such personnel annually. [**Note: in practice, VIIV may need to support this training to ensure it is effective. Nature of support to be agreed in each case.**]

The Parties may agree to implement the Monitoring Plan set out in Schedule [**Note: the monitoring plan should identify the relevant risk area, aligned mitigation measures, monitoring activities and reporting that [Third Party] will make to VIIV**. **This plan may extend beyond activities relating to promotion**.]

Any information and materials in whatever form used by Third Party in connection with the promotion or marketing or sale of VIIV products, or otherwise to generate interest in VIIV products or the related disease area ("**Materials**") shall require the prior written approval of VIIV. In seeking such written approval of VIIV, Company shall submit specimens of all Materials to VIIV **Note: in negotiation, we may agree a deadline for response by VIIV – e.g. 20 business days from receipt.**

VIIV will disclose all transfers of value (if any) made by Third Party to HCPs/OHS, as required by applicable local laws and industry codes of practice. [**Note**: ***Which company will be responsible for disclosure will depend on the type of deal. If VIIV will disclose payments made by [Third Party], include a mechanism for [Third Party] to report to VIIV***.]

Third Party shall comply with the following in connection with the promotion or marketing or sale of VIIV products or otherwise the performance of this Agreement:

- Third Party will comply with the monetary limits to any hospitality provided to HCPs/OHS as set out in the appropriated Schedule [Note: to be included where VIIV sets

lower standards than applicable industry code – e.g. limits on 1:1 hospitality in Pharma Europe & Canada]

- In the countries listed in the referred Schedule, Third Party may provide cultural courtesy gifts to HCPs/OHS subject to the limits set out in the appropriated Schedule and provided that this is done in a fully transparent way and is informed to VIIV prior to implementation. [Note: Consider including if the deal covers countries where VIIV permits cultural courtesy gifts. Limits to reflect those set by relevant LOC.]

- Third Party shall obtain VIIV's prior written approval for any proposed engagement of an HCP/OHS that involves a transfer of value to the HCP/OHS, in order to enable VIIV to apply its overall cap on HCP payments both to VIIV payments and to Third Party 's payments. [Third Party] will provide to VIIV such information as VIIV may require for VIIV to disclose such payments in accordance with applicable laws, regulations or industry codes of practice. [Note: to be included where the amounts are paid by [Third Party] on VIIV's behalf, and so should contribute to the VIIV LOC cap (including where VIIV will have to disclose those payments under applicable laws/codes]

- If, to enable disclosure of transfers of value in accordance with applicable laws or regulations or industry codes of practice, the consent of the HCP/OHS is required to disclosure, Third Party shall not engage an HCP/OHS without receiving in advance the HCP/OHS' written consent to such disclosure that will also consent to VIIV disclosure. [Note: to be included where deal covers any EFPIA member country and VIIV will disclose payments made by [Third Party] as part of VIIV's disclosure.]

- [Third Party] shall comply with the limits for Sampling as set out in …. and [Third Party] shall follow the process set out in Schedule XX to ensure such compliance. [to be included in where the third party co-promotes the same brand as VIIV. The process should include a mechanism to ensure no over-sampling between VIIV and the Third Party.]

Notwithstanding any other provisions in this Agreement, [Third Party] acknowledges that all decisions about compensation of its employees remain the exclusive decision of [Third Party] subject to its agreement that with effect on and from [date], it will in its performance of this Agreement (including without limitation, its Promotion and Sale of the Products in the Territory) comply with and ensure its agents and contractors comply with certain VIIV principles regarding sales force incentives described here:

- [Third Party] acknowledges that while the ultimate type and form of compensation it provides to its Sales Professionals and First Line Sales Leaders remain its exclusive decision, it shall not and shall ensure that its agents and contractors shall not, with effect on and from [date], provide financial incentives (through compensation, including incentive compensation or otherwise) to its Sales Professionals or their First Line Sales Leaders based on individual sales targets of the Products [*Promoted and Sold by such Sales Professionals or their First Line Sales Leaders under this Agreement*]; and

- [Third Party] shall allow VIIV to review its relevant field sales force compensation plan(s) or other relevant document describing performance expectations applicable to Sales Professionals and First Line Sales Leaders for compliance with this provision.

For the purposes of this Clause, the following words shall have the following meanings:
"Sales Professional" means the [Third Party] Representative whose role includes direct interaction with prescribing customers involving the Products.
"First Line Sales Leader" means the direct manager of the Sales Professional.

Appendix 6 – Patient Safety

"Adverse Event" or "AE" shall mean any untoward medical occurrence in a patient, clinical investigation subject or consumer, temporally associated with the use of a ViiV Product, whether or not considered drug-related. An Adverse Event and related Human Safety Information (HSI) can include:

- o any unintended sign (including an abnormal laboratory finding), symptom, or disease (new or exacerbated);
- o failure to produce expected benefits (i.e. lack of efficacy);
- o reports of medication errors, off-label use or misuse, including drug overdose, whether accidental or intentional;
- o reports of drug abuse or effects of drug withdrawal;
- o reports of occupational exposure;
- o reports of patients taking GSK Products whilst pregnant or breastfeeding;
- o reports of drug interaction;
- o reports of paternal exposure (before and during pregnancy) to a GSK Product;
- o transmission of an infectious agent via a medicinal product;
- o information received as part of a product quality complaint;
- o unexpected therapeutic benefits – an unexpected improvement in a concurrent condition other than the one being treated.

If, in the course of providing the services, the [Third Party] or any of its sub-contractors are informed or becomes aware of an Adverse Event (AE) or related human safety information (whether the information relates to the ViiV Product by reference to its generic name or by reference to its trade mark) it shall forward such information to ViiV. All AE and human safety information must be reported to ViiV within 24 hours of initial receipt (or next working day if over a weekend) through:

Email: unidad.farmacovigilancia@gsk.com

Tel.: 900 923 501 / 902 051 260

Fax: 91 807 59 40 (in case of email or phone failure)

In no event will personally identifiable information of any patient be provided to ViiV in connection with any AE without consent from the respondent. Personal data of a healthcare professional who has reported an AE under this Agreement may be disclosed to ViiV only where that healthcare professional has given their consent for such disclosure.

[Third Party] or its contractors shall conduct appropriate checks (e.g. e-mail, or fax notification) to confirm that the AEs that it sends ViiV were sent without error. If a failure notification is received, [Third Party] or its contractors shall immediately re-send the AE and take reasonable steps to ensure the same does not occur again.

[Third Party] is responsible to follow all local regulations for reporting of safety events.

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