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" is 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 fulfillment 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 organisation 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.

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) it does not have any interest which directly or indirectly conflicts with its proper and ethical performance of this Agreement; (2) it shall inform VIIV in writing at the earliest possible opportunity of any conflict of interest that arises during the performance of this Agreement; and (3) 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.

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:

- strict compliance with the applicable legislation.
- that they have put into operation an EHS policy, as well as a risk management system, committed to protecting the environment and providing a safe and healthy workplace.
- to ensure that they have a director responsible for EHS and that the organization has the technical knowledge necessary for the company to comply with EHS legal obligations.
- to communicate proactively to VIIV any incident that must be reported to the competent EHS authorities, as well as to inform VIIV about any sanction that may be imposed.

- to provide employees with information of interest and training on the threats, risks and necessary controls associated with their job.
- to provide the necessary physical infrastructure and technical controls to ensure the safe storage, handling and processing of materials and waste in order to protect people, the environment and the surroundings.
- to arrange and maintain emergency detection systems and immediate response capacity.

Article 11.- Personal Data Protection

If the provision of the contracted services involves the processing of personal data by the Supplier, the latter is obliged to VIIV to comply at all times with the provisions of Organic Law 15/1999, of 13 December, on the Protection of Personal Data (LOPD) and its implementation regulations, as well as all the provisions on the matter issued by the Spanish Agency for Data Protection. In particular, the Supplier, being in charge of the processing and in accordance with the provisions of articles 10 and 12 of the LOPD, expressly undertakes to:

a) Maintain the maximum confidentiality and professional secrecy regarding all the personal data information of which VIIV is the holder and which they access or treat pursuant to the purposes of this Agreement. This obligation shall endure indefinitely, even after the termination of their relations with VIIV.

b) Not to apply, nor use the personal data of which VIIV is the holder to which they accede for the fulfillment of the Agreement, for a purpose different from the one that appears in the conditions of the same.

c) Not to cede, nor communicate said personal data of which VIIV is the holder to which they accede for the fulfillment of this Agreement, to third parties, not even for its conservation.

d) Adopt the technical and organizational measures necessary or mandatory by the laws or regulations in force at any given time to guarantee the level of security that corresponds to the personal data of which VIIV is the holder to which they accede for the purposes of the contract and avoid its unauthorized alteration, loss, treatment or access.

e) Return or destroy the personal data of which VIIV is the holder to which they have acceded for the provision of services, as well as all those media or documents containing any personal data subject of treatment once the contractual provision under this Agreement has been fulfilled. In this way fully guarantee the return of the necessary data and the destruction of those that are not necessary in the opinion of VIIV.

f) Communicate and make all personnel under their charge, collaborators, internal or external, even after the termination of the working or contractual relationship, comply with all the obligations stipulated in the previous sections.

In any event, the Supplier shall be liable for administrative or other penalties and for the payment of damages caused to third parties or VIIV, for the breach by the Supplier of the obligations that the legislation on the protection of personal data establishes.

The Supplier agrees to indemnify VIIV for each and every loss, claim, liability or proceeding, including fines and penalties, that VIIV may suffer as a result of the breach by the Provider of personal data protection regulations.

Article 12.- 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 13.- 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 14.- 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.

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.

The Parties may agree to implement the Monitoring Plan set out in Schedule

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

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.

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

- 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.

- 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.

- 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.

Appendix 6 – Patient Safety

"Adverse Event" or "AE" shall mean any medical occurrence in a patient, temporally associated with the use of a VIIV Product, whether or not considered drug-related.

If, in the course of providing the services, the Third Party or any of its contractors is informed or becomes aware of any AE (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 AEs must be reported to VIIV through "insert local safety AE contact details", within 24 hours of initial receipt (or next working day if over a weekend).