

**GENERAL TERMS AND CONDITIONS OF PURCHASE
(GOODS AND/OR SERVICES)**

1. Premises

These General Terms and Conditions of purchase of goods or services concern the purchase of goods or services by ViiV Healthcare Srl, based in 2, Alexander Fleming Street, 37135 Verona, Italy, an Italian private entity with sole shareholder subject to the activity of direction and coordination of ViiV Healthcare Overseas Limited - Verona Register of Companies, TAX id and VAT code n. 03878140239 - paid up capital Euro € 1.000.000,00.

2. Definitions

"Agreement" or **"Agreements"** means the specific agreements entered into - from time to time - by ViiV and Supplier with the acceptance of the Purchase Order by Supplier, according to section 3 of these General Terms and Conditions. The Agreement will consist of: the Purchase Order, these General Terms and Conditions, and any other document, such as the Specification, economic attachment and any other documents (or parts thereof) specified in the Purchase Order or attached to the above-mentioned documents.

"Confidential Information" means all data, information, specifications and facts of confidential nature.

"General Terms and Conditions" means the general terms and conditions of purchase of goods or services set out in this document.

"Goods" means tangible and intangible assets sold by Supplier to Purchaser and specified in the Purchase Order.

"ViiV" or **"Purchaser"** means ViiV Healthcare Srl.

"Parties" means ViiV and Supplier.

"Purchase Order" means the purchase order sent by Purchaser.

"Services" means work and intellectual services specified in the Purchase Order.

"Specification" means the technical and quality specifications, including packaging and delivery of the Goods, as requested by Purchaser which can be sent in written form to Supplier. These Specification will form an integral part of the Agreement and will be deemed to be accepted unless objections by Supplier within 3 (three) days from the receipt of the Specification.

"Supplier" means the person, firm or company to whom the Purchase Order is addressed.

3. Issue, variation and suspension of the Purchase Order

3.1 These General Terms and Conditions will apply between the Parties except in the case of express exceptions specified in the Purchase Order or in other documents which are part of the Agreement; however, the terms and conditions in any separately negotiated document (including, confirmation of delivery or of the purchase order, the invoice or any other commercial document) will not have effect and will be considered null and void if they are not in written form, signed by the Parties and if date is not later than the date of the Purchase Order.

3.2 These General Terms and Conditions do not bind Purchaser to purchase any Goods or Services from Supplier, but provide the general terms and conditions which will apply to the purchase of goods or services when Purchaser sends a Purchase Order to Supplier.

3.3 Purchaser will not be liable in respect of any Purchase Order other than those sent in the format agreed by the Parties (email or facsimile).

3.4 Purchase Orders will be deemed to be accepted by Supplier on the earlier of: a) Supplier issuing a written acceptance of the Purchase Order within the term fixed for the acceptance or, failing that, within the term of three days from receipt of the Purchase Order; b) Supplier not issuing to the Purchaser a written communication of refusal within the term fixed for the acceptance or, failing that, within the term of three days from receipt of the Purchase Order.

3.5 Before the delivery of the Goods or the performance of the Services, Purchaser is entitled to change or cancel, entirely or in part, in writing the Purchase Order. The Supplier can claim only documented cost actually incurred for the execution of the Purchase Order until the reception of the change or cancel notice; no further cost or liability will accrue on its account. The amount of the said credit will be notified within 15 (fifteen) days from the receipt of the above-mentioned notification. If, consequently to this variation, the price previously agreed changes, this change will be agreed in a written form by the Parties.

3.6 If the Purchase Order regards the purchase of Goods, provisions of these General Terms and Conditions concerning Service will not apply. Vice versa, if the Purchase Order regards the purchase of Services, provisions of these General Terms and Conditions concerning Goods will not apply.

4. Delivery of Goods

4.1 Unless otherwise instructed in writing by Purchaser's nominated representative, all Goods must be delivered and all Services must be performed at Verona site based in Via A. Fleming 2 or other place specified in the Purchase Order and at the time specified in the Purchase Order.

4.2 Supplier will arrange the transport of the Goods until the delivery in the place specified in the Purchase Order, also providing proper insurance.

4.3 Title of the Goods will pass on Purchaser from the acceptance of the Goods in the above-mentioned place of delivery.

4.4 Risk in the Goods will pass on Purchaser on completion of delivery in the place specified in the Purchase Order, including unloading and storage.

4.5 Time will be of the essence in relation to the performance of any and all of Supplier's obligations pursuant to the Agreement.

4.6 Where it is impossible the delivery of the Goods within the time agreed, the Supplier will have to notify immediately the delay and the expected duration of the delay.

4.7 Goods delivered in advance may not be accepted by Purchaser and, regarding the payment of the price, the delivery term agreed by the Parties will apply.

4.8 Damage or breakage due to imperfect or unsuitable packaging, even if occurred in normal conditions of transport, will be borne by Supplier.

5. Quality and fitness for purpose

5.1 Supplier guarantees that:

- Goods comply with all national and international applicable laws. Where Goods consist of machine, plant or equipment, Supplier guarantees the compliance with safety and accident prevention regulations and, where applicable, with ISPEL, CEI, VVFF provisions; with this regard, Supplier will provide the related documentation. Where the purchase concerns dangerous substances, Supplier will provide the Purchaser with the safety data sheet, as provided by the current laws;
- Goods and Services comply with the Agreement;
- Goods are free from defects in design, material and workmanship;
- Goods are consistent with parts which could be assembled to the Goods, according to the Specification or other information provided to Supplier;
- Goods are fit for purposes for which they are intended, or notified to Supplier;
- Goods are in strict compliance with any samples, patterns, drawings provided to Supplier.

5.2 Supplier will also guarantee the good functioning of the Goods for a period of 12 (twelve) months from the date of delivery unless otherwise agreed by the Parties or from Testing (if provided).

5.3 Subject to art. 1495, second paragraph, Italian Civil Code, the Parties agree that the term for complaint - as provided for by articles 1495, 1497, 1512 Italian Civil Code - is 30 (thirty) days from discovery of defect, lack of quality or defect of functioning.

5.4 In case of defect or nonconformity of the Goods, Purchaser will be entitled in its sole discretion to the following remedies:

- require Supplier to correct the defect or nonconformity or replace the Goods, at Supplier's cost, within 15 (fifteen) days, if no different term is provided, from Purchaser's notice of defect or nonconformity;

- ask a reasonable reduction of the price of defective or nonconforming Goods;
- terminate the Agreement by giving notice in writing to Supplier regarding defective or nonconforming Goods, refuse the payment of the price and recover sums already paid.

5.5 If Services do not conform with the Agreement, Supplier will make all necessary changes, at Supplier's cost, to ensure the conformity of the Services with the Agreement.

6. Testing

Goods are subject to a final standard test ("Testing") before the delivery, if requested by Purchaser and specified in the Purchase Order. Testing will be carried out in the presence of the Parties and will be recorded in writing and relevant document signed by the parties. The positive result of Testing and/or Purchaser's approval do not relieve Supplier from obligations provided in section 5 (Quality and fitness for purpose).

7. Intellectual property rights

- 7.1 Supplier declares and warrants that:
- Goods do not infringe any third party's intellectual property rights; Supplier will hold Purchaser harmless against any third party's claim;
 - Supplier is entitled to transfer to Purchaser the right to use, incorporate and market the Goods; and
 - Purchaser will have the right to use the Goods or the results obtained with the Goods, in consideration of the price paid.
- 7.2 Purchaser retains intellectual property rights and ownership of all materials, plans, drawings, tools, data, the Specification, patterns and/or designs provided by Purchaser to Supplier, and they will all be returned at any time in good condition at Purchaser's request.

Compensation

Supplier will indemnify Purchaser, on demand from and against all losses incurred or suffered as a result of or in connection with:

- breach of guarantees provided by section 5 (Quality and fitness for purpose) of these General Terms and Conditions;
- any claim that the Goods or the provision of the Services by Supplier, the use by or on behalf of Purchaser of the Goods or of any asset used or provided by Supplier in connection with the performance of the Services, infringes the intellectual property rights or any other rights of any third party;
- any other breach of the Agreement, Specifications and these General Terms and Conditions.

8. Supplier's employees

Supplier will comply with any and all obligations towards its employees, as provided for by any applicable laws, including, by way of exemplification, the provisions on safety and health at the workplace, the provisions related to the payment of the social contributions and of the emoluments.

Supplier will guarantee the observance by its employees who have access to Purchaser's site of all the safety conditions, provided by health and safety regulations, fire prevention, hygiene at work, health surveillance and environmental protection, and rules provided by Purchaser procedures for the access and behaviour at Purchaser's site.

Purchaser may prohibit the access and ask the immediate removal of personnel that does not observe all the above-mentioned rules or does not meet the above-mentioned criteria.

9. Termination and rescission of contract

10.1 Express termination clause

Purchaser is entitled to terminate the Agreement, according to art. 1456 Italian Civil Code, as follows:

- Supplier's breach of the Agreement which consists of: delay in the delivery, also if delay concerns only part of Goods/Services or nonconformity with Specifications;
- breach of Anticorruption Laws;
- breach of section 13 (Assignment) of these General Terms and Conditions;
- breach of section 19 (Confidentiality) of these General Terms and Conditions;
- breach of section 20 (Ethical standards and human rights) of these General Terms and Conditions.

In such case the Purchase Order, in all or in part, will be cancelled, save for Purchaser's right to damages. When Purchaser has the right to compensation for damages or penalty, the Parties can proceed with compensation between mutual debts and credits. In case of credit resulting from damages, Purchaser will evaluate the damage in *bona fide* and offset the sum according to art. 1252 Italian Civil Code.

10.2 Invitation to perform

Subject to clause 10.1, if Supplier is in breach of the Agreement and does not remedy the breach within 15 (fifteen) days of Purchaser's notice so to do (if capable of remedy) Purchaser may terminate the Agreement immediately by notice to Supplier, according to art. 1454 Italian Civil Code.

10.3 Rescission

The Agreement may be terminated at any time by Purchaser for any reason whatsoever by giving Supplier a 30 (thirty) day notice of termination in writing.

10. Price and payment terms

The price (which will be a firm fixed price) will be inclusive of all packaging and other related charges. Any increase in the price for any reason will be subject to the express prior written consent of Purchaser.

11.1 Provided the Goods and Services have been delivered to Purchaser, payment will be made, by bank transfer, by Purchaser to Supplier for Goods and Services which comply with the Agreement, as follows.

Derogation to Legislative Decree n. 231/2002, as modified by Legislative Decree n. 192/2012

The parties agree to derogate from payment term and late payment interest provisions, as follows.

- payment will be made 60 (sixty) days from the date of receipt of invoice at beginning of next month.
- in case of late payments, legal interest rate, as provided for by art. 1284 Italian Civil Code, will apply and interest will be calculated from the receipt of written request of Supplier.

Supplier declares and recognizes that the said derogations are not grossly unfair and in particular the definition of the date on which the interest for late payments are due helps a proper accounting management.

11.3 Invoices shall be issued to ViiV Healthcare Srl and submitted:

- electronically, via ViiV's electronic global trading platform, Tungsten; or
- in paper format, to RECALL Information Management, Rif. 15, PO BOX 24085, Madrid 28080, Spain.

The Supplier shall confirm in writing the method - electronic or in paper format - of invoicing.

Purchase Order number and IBAN code/SWIFT code must be quoted on all invoices. Should the Supplier fail to specify these information, Purchaser will return the invoice to Supplier and the payment will become due 60 (sixty) days from receipt of invoice at beginning of next month, after providing such information. For information concerning payment status please call 045 9218982 on Tuesday and Thursday, from 9 to 11, or write to www.bsc-rx-ap-italy@gsk.com.

11. Penalty for delay

If Supplier is behind schedule in the delivery of Goods or Services, Purchaser is entitled to apply a penalty of 1% of the Purchase Order price for each day of delay up to a maximum of 10% of the Purchase Order price. The amount of penalty will be communicated to Supplier after delivery of Goods/Services and it will be set off with Purchaser's debts relevant to price for Goods/Services.

12. Assignment

Supplier's rights, obligations and credits under the Agreement may not be assigned in whole or in part without the prior written consent of Purchaser (acting in its sole discretion) and any such consent will not be deemed to relieve Supplier of any of its obligations and liability to Purchaser pursuant to the Agreement.

13. ViiV trademarks

Supplier will not, without the prior written consent of Purchaser, use Purchaser trademarks or other images relevant to Purchaser trademark and in any case in compliance with "GSK Visual Identity guidelines" which will be provided by Purchaser.

14. Privacy

The data that will be subject to processing and related to this Agreement must be considered out of scope of the Reg. EU 679/16, Leg. Decree 16/03 and eventual Decrees that implement at a national level the existing Data Privacy laws (hereinafter referred to as "Reg. EU 679/16 GDPR") if regarding the respective companies (es. name, main seat, head office address, VAT code, fiscal code etc.) and not the processing of natural person's personal data.

With regard to Reg. EU 679/16 GDPR, the data that will be subject to processing and related to this Agreement, could also regard natural persons:

- that Supplier owns as Data Controller and that ViiV might need to collect and store in its own databanks. In this case, ViiV shall procure to provide such natural persons with an appropriate Notice Letter.
- that ViiV owns as a Data Controller and that Supplier might need to process in order to carry out the activities foreseen in the Contract. In this case, ViiV will appoint Supplier as External Data Processor, in compliance with the provisions set forth in specific Appendix.

15. Liability and insurance

Supplier will indemnify and hold Purchaser harmless against any direct liabilities, damages, claims, costs, losses and expenses incurred or paid by Purchaser howsoever arising from any defect in the Goods or Services or any breach by Supplier of its obligations hereunder or of any statutory duty or from any act or omission of Supplier's employees, agents or sub-contractors.

Supplier will insure with a reputable insurance company its liabilities under the Agreement as follows:

- a General Liability Policy with a leading Insurance Company for one maximum coverage, without franchise, of a value not lower than € 2.500.000,00 (two million five hundred thousand euros) each damage/year. The policy is to provide also for a maximum coverage of a value not lower than € 150.000,00 (one hundred fifty thousand euros) for indirect damages such as interruptions or total or partial suspension of the industrial or commercial activities or services and so on, upon presentation of suitable documentation by Purchaser proving the sustained damage;
- a Product Liability Policy with a leading Insurance Company for one maximum coverage, without franchise, of a value not lower than € 2.500.000 (two million five hundred thousand euros) each damage/year.

Supplier, on demand, will have to produce the relevant appropriate certifications duly issued by the Insurance Company regarding the above insurance covers.

Any limitation, monetary or otherwise in such policy will not be construed as a limitation on Supplier's liability and Supplier will, notwithstanding such limitation, remain liable in full for any matters and to any extent not covered by the policy.

16. Inspection

Purchaser, and any third party it appoints on its behalf, will have the right upon prior notice to inspect Supplier at Supplier's premises in order to check that the Goods or Services to monitor compliance with the Agreement, laws and ViiV provisions provided by section 21 (Compliance with laws and ViiV provisions), as well as check the suitability of Supplier to perform the Agreement. Supplier will cooperate fully with such inspection and provide the documentation requested in order to check the compliance with contractual obligations, including the compliance with anticorruption laws.

17. Governing law and jurisdiction

The construction, validity and performance of the Agreement will be governed by the laws of Italy.

For any dispute arising out of or connected with the Agreement the parties hereby submit to the exclusive jurisdiction of the Court of Verona.

18. Confidentiality

- 19.1 Supplier will, and will procure that its employees and sub-contractors will, keep confidential all information of a commercial or technical nature disclosed to Supplier by Purchaser for the purpose of the Agreement, and will not use or disclose such information to any third party without Purchaser's prior written consent. Supplier will not without Purchaser's prior written consent disclose, copy, publicise or publish, the existence of the Agreement or any information related to the Agreement including the name of Purchaser, any Purchaser Affiliate.
- 19.2 Supplier will retain Purchaser Confidential Information only for as long as specified in the Agreement or as otherwise necessary to satisfy the purposes for which it was provided to Supplier, except only to the extent longer retention is required by applicable law.
- 19.3 Supplier will (at its sole cost) return, delete or destroy all Purchaser Confidential Information then in its possession or under its control, including without limitation all originals and copies of such Purchaser Confidential Information, upon Purchaser's request for any reason. Supplier will certify compliance with this requirement by written notice to Purchaser received no later than thirty (30) days following such return, deletion or destruction of all Purchaser Confidential Information.
- 19.4 When transferring Purchaser Confidential Information, and in communications between Purchaser and Supplier, Supplier will use encryption based on guidance provided by Purchaser.
- 19.5 Upon discovering any suspected or actual unauthorized disclosure, loss or theft of ViiV Confidential Information (a "Data Security Breach"), Supplier will send an e-mail to csr@gsk.com notifying ViiV. Supplier will work with ViiV in good faith to identify a root cause and remediate a Data Security Breach.
- 19.6 ViiV and its agents, auditors (internal and external), regulators and other representatives as ViiV may designate may inspect, examine and review the systems, records, data, practices and procedures of Supplier (and any subcontractors it may use) that are used in rendering the services under the Agreement to verify the integrity of ViiV Confidential Information and compliance with the data privacy, confidentiality and security requirements of the Agreement.

19. Ethical standards and human rights

20. Environment

Supplier will maintain compliance with all applicable laws, regulations, licenses, permits, information registrations and restrictions.

Supplier has implemented an EHS policy and risk-based management system with a commitment to provide a safe and healthy workplace and protect the environment

Supplier provides relevant information, education and training to workers on the hazards, risks and controls associated with their job.

Supplier provides 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

21. Sanctions and Exports

- 21.1 Supplier represents and warrants that it is aware of and, in carrying out its obligations under this Agreement, will comply at all times with and not become exposed to penalties under Sanctions & Trade Controls (i.e., all sanctions, export control, and anti-boycott laws, regulations, orders, directives, designations, licenses, and decisions of the European Union, the United Kingdom, the United States of America, and of any other country with jurisdiction over activities undertaken in connection with this Agreement).

Supplier represents and warrants that at all times, in the performance of its obligations under this Agreement, it will not take any action that causes ViiV to violate or otherwise become exposed to penalties under any Sanctions & Trade Controls.

ViiV will not be required to take or refrain from taking any action, nor shall it be required to furnish any information, that would be prohibited or penalizable under any Sanctions & Trade Controls.

ViiV may terminate this Agreement with immediate effect if, in ViiV's sole discretion, Supplier breaches any the foregoing clauses or, in ViiV's sole discretion, ViiV's performance of its obligations pursuant to this Agreement may breach or be penalizable under Sanctions & Trade Controls (whether or not in existence at the date of this Agreement and whether or not there have been any other changes in circumstance from those that existed at the date of this Agreement). If ViiV terminates this Agreement pursuant to this clause, it will not be obliged to make any payments, indemnify, or otherwise provide compensation to Supplier subsequent to the termination of this Agreement.

21.2 Supplier will disclose to ViiV 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.

Supplier will not supply, directly or indirectly, to ViiV any goods, software, technology, or services sourced from a Sanctions Target or, without prior disclosure to and consent from ViiV, 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).

Supplier will, upon request, provide ViiV with assistance, including but not limited to providing any relevant transaction documentation, in order to enable ViiV 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.

22. Data Integrity

Supplier acknowledges the importance to ViiV of ensuring that the Services are undertaken in accordance with the following good data management practices ("Good Data Management Practices"): (i) Data is being generated using sound scientific techniques and processes; (ii) Data is being accurately recorded in accordance with good scientific practices by persons performing the services hereunder; (iii) Data is being analysed appropriately without bias in accordance with good scientific practices; (iv) Data and results are being stored securely and can be easily retrieved; and (v) Data trails exist to easily demonstrate and/or reconstruct key decisions made during the performance of the Services, presentations made about the Services and conclusions reached with respect to the Services.

23. ViiV anti bribery and corruption requirements

Supplier agrees that it shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that it has not, and covenants that 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 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 will be entitled to terminate this Agreement immediately on written notice to Supplier, if Supplier fails to perform its obligations in accordance with this Section 23. Supplier will 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 Section.

24. Compliance with laws and ViiV's provisions

The relations between Purchaser and Supplier will be based on the following laws and principles:

- Laws related to pharmaceutical sector according to the Legislative Decree n. 219/06 "*Attuazione della direttiva 2001/83/CE (e successive direttive di modifica) relativa ad un Codice Comunitario concernente i medicinali per uso umano, e della Direttiva 2003/94/CE*";
- Legislative Decree n. 231/2001 and Law n. 190/2012;
- "*Codice Deontologico di Farmindustria*", if applicable;
- "*Codice Etico* at www.gsk.it";
- "*Modello Organizzativo ViiV*", with regards to the sections, from time to time, notified by ViiV's nominated representative.