

1. Premises

These General Terms and Conditions of purchase of goods or services concern the purchase of goods or services of 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**” means the agreement between ViiV and Supplier consisting of the Purchase Order, these General Terms and Conditions, the Specification, and any other documents (or parts thereof) specified in the Purchase Order.

“**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 the goods specified in the Purchase Order.

“**ViiV**” or “**Purchaser**” means ViiV Healthcare srl.

“**Incoterms**” means the Year 2010 edition of the Official International Chamber of Commerce Rules for the interpretation of trade terms.

“**Intellectual Property Rights**” means patents, registered designs, trade marks and service marks (whether registered or not), domain names, copyrights, database rights, moral rights, design rights and any and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, computer programs, confidential information, business names, goodwill and in applications for protection of the above rights.

“**Packaging**” means all packaging for or relating to Goods, including, without limitation, all bags, cases, carboys, cylinders, drums, pallets and other containers.

“**Particular Conditions**” means particular conditions which Purchaser may send to Supplier for specific purchase of Goods or Services.

“**Purchase Order**” means ViiV’s purchase order sent to Supplier setting out ViiV’s requirements for Goods or Services.

“**Services**” means the services specified in the Purchase Order.

“**Specification**” means the written specification for Goods or Services supplied by ViiV to Supplier.

“**Supplier**” means the person, firm (or any individual partner thereof), or company to whom the Purchase Order is addressed.

“**TTS**” means Technical Terms of Supply, contractual documents which set out quality requirements of Goods or Services, signed by quality responsible of the parties.

3. Status of these General Terms and Conditions

3.1 These General Terms and Conditions and other matters appearing on the Purchase Order shall apply to the purchase of all Goods or Services referenced on the Purchase Order, by ViiV from Supplier, to the exclusion of all other terms and conditions, including any terms or conditions which Supplier may purport to apply or which are endorsed upon any correspondence or documents issued by Supplier irrespective of their date of communication to ViiV. However, the terms and conditions in any separately negotiated written contract entered into by the parties in respect of the Goods or Services identified in the Purchase Order shall overrule these General Terms and Conditions.

3.2 Acceptance of the Purchase Order constitutes acceptance of these General Terms and Conditions. Where appropriate interpretation of the Purchase Order shall be governed by the provisions of Incoterms.

3.3 ViiV shall not be liable in respect of any Purchase Order(s) or instructions other than those issued or confirmed on its official Purchase Order documents, whether issued in hard copy or by facsimile (in which case such documents shall be valid only when duly signed), or issued electronically in accordance with these General Terms and Conditions.

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

4. Orders

Purchase Order shall be regarded as accepted if confirmed by Supplier within 3 (three) days from date of reception. If Supplier should fail to confirm Purchase Order within the said term, the Purchase Order shall be considered tacitly accepted.

5. Delivery of goods and provision of Services

5.1 Unless otherwise instructed in writing by ViiV’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. Supplier shall supply ViiV with details of the anticipated lead times between placing an order and delivery of any Goods and Supplier shall keep ViiV informed of progress. If Goods or Services are incorrectly delivered, Supplier shall be responsible for additional expenses incurred in delivering them to the correct point specified in the Agreement or subsequently advised in writing by ViiV. The quantity specified in the Agreement may not be changed without ViiV’s prior written consent. Quantities delivered in excess of those stated in the Agreement may not be accepted.

5.2 Time shall be of the essence in relation to the performance of any and all of Supplier’s obligations pursuant to the Agreement.

6. Passing of property and risk in goods

6.1 Unless Incoterms are agreed (in which risk shall pass to ViiV in accordance with the agreed Incoterms), title and risk in the Goods shall pass on ViiV on completion of delivery in the place specified in the Purchase Order.

6.2 Neither payment by, nor passage of property or risk in the Goods or the Services to, ViiV shall be deemed to constitute acceptance of the Goods or the Services.

7. Change and suspension of Purchase Order

Before the delivery of Goods/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.

8. Quality and fitness for purpose of Goods and Services

8.1 Goods and Services must comply in all respects with Specification and/or TTS (or any modifications to the Specification and/or TTS that may be agreed in writing by ViiV) and with the Agreement.

8.2 Without prejudice to section 8.1, Goods must be supplied with adequate instructions as to use and use-by date, fit for the purpose for which they are intended, of satisfactory quality, and free from defects in design, material and workmanship.

8.3 Supplier shall ensure that Goods comply with all applicable laws requirements relating to the manufacture, labelling, Packaging, storage, handling and delivery of Goods.

8.4 In case of Goods not conforming, with the Agreement, Specification and/or TTS, ViiV may require Supplier to replace the Goods, at Supplier’s cost, with goods which conform with Agreement, Specification and/or TTS within 15 (fifteen) days, if no different term is provided, from ViiV’s notice of non conformity.

In case of Services not conforming with the Agreement, Specification and/or TTS, Supplier shall carry out all necessary changes in order to make the services conform with the Agreement, Specifications and or TTS, at Supplier’s cost, following Purchaser’s instructions.

9. Compliance with statutes and regulations

Supplier warrants that Goods and Services comply with the Agreement, relevant statutes, regulations and other legal requirements.

10. Guarantees

The Supplier shall 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).

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.

After notice of complaint, Supplier shall replace within 15 (fifteen) days, at Supplier's cost, the goods which do not correspond with the Agreement, Specification and/or TTS, or ViiV may require, at its discretion, the termination of the Agreement or reduction of the price of the goods which do not correspond with the Agreement, Specification and/or TTS.

11. Packaging

Supplier shall package and label the Goods in a manner suitable for transit and storage at no cost to ViiV. ViiV shall not pay for or return Packaging materials unless previously agreed between the parties and confirmed in writing. The Supplier shall ensure that Packaging complies with all relevant legislative requirements, including those pertaining to environmental, and occupational health and safety standards.

12. Testing

Goods are subject to a final standard test ("Testing") before the delivery, if requested by Purchaser and specified in the Purchase Order. Testing shall be carried out in the presence of the parties and shall 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 sections 8 and 9.

13. Price and payment terms

The price (which shall be a firm fixed price) shall be inclusive of all packaging and other related charges and (unless Incoterms are agreed) inclusive of delivery and insurance. Any increase in the price for any reason shall be subject to the express prior written consent of ViiV.

13.1 Provided the Goods and Services have been delivered to ViiV, payment shall be made, by bank transfer, by ViiV 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 shall be made 60 (sixty) days date from 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, shall apply and interest shall be calculated from the receipt of written request of counterpart.

Counterpart declares and recognize 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.

13.2 Invoices shall be issued to ViiV Healthcare srl and sent to RECALL Information Management, Rif. 15, PO BOX 24085, Madrid 28080, Spain.

Purchase Order number and IBAN code/SWIFT code must be quoted on all invoices. Should the Supplier fail to specify these information, ViiV shall return the invoice to counterpart and the payment shall 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.

Supplier's employees

For the duration of the period that any Services are being provided, the employment of any employee of Supplier shall remain with Supplier and shall not pass or otherwise transfer to ViiV and nothing in the Agreement shall be construed or have effect as constituting any relationship of employer and employee between ViiV and the employees and/or sub-contractors of Supplier. Supplier agrees that it is performing the Services as an independent contractor and shall retain all responsibility for payment of any Income Tax, National Insurance Contributions, and any other taxation that may arise from the provision of the Services, and shall indemnify ViiV against any expense incurred by ViiV as a result of ViiV having to pay any tax, Income Tax or National Insurance Contributions and/or make any deductions at source in respect of the Services.

14. Penalty for delay

If Supplier is behind schedule in the delivery of Goods/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 shall be communicated to Supplier after delivery of Goods/Services and it shall be set off with Purchaser's debts relevant to price for Goods/Services.

15. Effect of General Terms and Conditions

These General Terms and Conditions shall take effect from date of acceptance of the Purchase Order, according to section 4 of these General Terms and Conditions.

16. Termination and rescission of contract

17.1 Express termination clause

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

- Supplier's breach of contract which consists of: delay in the delivery, also if delay concerns only part of Goods/Services or non conformity with Specification/TTS;
- Breach of Anticorruption Laws;
- Breach of section 27 (Ethical standards and human rights).

In such case the Purchase Order, in all or in part, shall 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 shall evaluate the damage in *bona fide* and offset the sum according to art. 1252 Italian Civil Code.

17.2 Invitation to perform

Subject to clause 17.1, if Supplier is in breach of the Agreement and does not remedy the breach within 15 (fifteen) days of ViiV notice so to do (if capable of remedy) ViiV may terminate the Agreement immediately by notice to Supplier, according to art. 1454 Italian Civil Code.

17.3 Rescission

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

17. Intellectual property rights

Supplier warrants that Goods do not infringe any third party's intellectual property rights.

Intellectual Property Rights arising during or out of the provision of Services shall be and remain the property of ViiV. Supplier shall hold Purchaser harmless against any third party's claim.

18. Confidentiality and publicity

18.1 Supplier shall, and shall procure that its employees and sub-contractors shall, keep confidential all information of a commercial or technical nature disclosed to Supplier by GSK for the purpose of the Agreement, and shall not use or disclose such information to any third party without GSK's prior written consent. Supplier shall not without GSK'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 GSK, any GSK Affiliate,

18.2 Supplier shall retain GSK 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 shall (at its sole cost) return, delete or destroy all GSK Confidential Information then in its possession or under its control, including without limitation all originals and copies of such GSK Confidential Information, upon GSK's request for any reason. Supplier shall certify compliance with this requirement by written notice to GSK received no later than thirty (30) days following such return, deletion or destruction of all GSK Confidential Information.
- 19.4 When transferring GSK Confidential Information, and in communications between GSK and Supplier, Supplier will use encryption based on guidance provided by GSK.
- 19.5 Upon discovering any suspected or actual unauthorized disclosure, loss or theft of GSK Confidential Information (a "Data Security Breach"), Supplier will send an e-mail to csir@gsk.com notifying GSK. Supplier shall work with GSK in good faith to identify a root cause and remediate a Data Security Breach.
- 19.6 GSK and its agents, auditors (internal and external), regulators and other representatives as GSK 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 GSK Confidential Information and compliance with the data privacy, confidentiality and security requirements of the Agreement.

19.ViiV trademarks

Supplier shall not, without the prior written consent of ViiV, use ViiV trademarks or other images relevant to ViiV trademark and in any case in compliance with ViiV instructions which shall be provided by Purchaser.

20.Assignment

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

21.Sub-contractors

Supplier shall not, without the prior written consent of ViiV, appoint any sub-contractor or any person or persons to carry out its obligations under the Agreement. In the event that Supplier appoints a sub-contractor or other person to perform its obligations it shall remain liable to ViiV for the performance of all its obligations and shall ensure that any such sub-contractor or other person agrees to be bound by terms equivalent to those in this Agreement.

22.Inspection

- 23.1 ViiV, and any third party it appoints on its behalf, shall have the right upon prior notice to inspect and carry out any tests, or batch sampling, it wishes on all Goods at Supplier's premises (and the Supplier shall procure equivalent rights for ViiV in relation to the premises of any sub-contractors and on any premises where the Services are provided). Where pre-shipped inspection is specified, Supplier must, at its expense, facilitate the same and provide any or all relevant certificates of analysis.
- 23.2 Any inspections, tests, approvals or acceptance given on behalf of ViiV in relation to the Goods or Services shall not relieve Supplier from its obligations or liabilities under the Agreement.
- 23.3 Supplier shall, and shall ensure that its sub-contractors shall, grant a right of access to ViiV and any third party it appoints in order to inspect and test the Goods for compliance with relevant environmental, occupational health and safety legislation and other requirements such as ViiV standards or any requirements set out in the Specification.
- 23.4 ViiV shall have the right during these Terms and Conditions to conduct an investigation or audit of Supplier to monitor compliance with Annex A. Supplier shall cooperate fully with such investigation or audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of ViiV.

23. Processing of personal data and data privacy protection

The processing of personal data for the implementation of this Agreement shall be undertaken by both parties - ViiV and the Supplier - in accordance to the Data protection Code [Legislative Decree 196/03] and as follows:

Personal Data of which ViiV is the Data Controller

ViiV declares and guarantees to the Supplier:

- that the Personal Data included in Data Banks owned by ViiV are processed in accordance with the aforementioned Data Privacy legislation;
- to be expressly authorized to transfer such data to third parties, including suppliers of goods and/or services entrusted by ViiV to carry its activities.

ViiV shall disclose such Data to the Supplier:

- exclusively for the purpose of carrying out this agreement, with the obligation to return them in full, without retaining any copy, and to block their processing at the end of this agreement;
- only after the formalization -and within the limits- of the Supplier's appointment as "Data Processor/Person in charge of data processing", if applicable.

Personal Data of which the Supplier is the Data Controller

The Supplier declares and guarantees to ViiV:

- that the Personal Data included in Data Banks owned by Supplier (i.e Personal Data of its personnel, or third parties with whom it collaborates, etc.) that the is authorized to process and transfer to third parties for the carrying out of contracts prior giving Information letter and receiving consent, are processed in accordance to the aforementioned Data Privacy legislation;
- to be responsible for any liability arising out from the infringement of the aforementioned legislation and, from now on, to hold harmless and indemnify ViiV in the event of claims by third parties.

Information ex art.13 D.Lgs. 196/03

ViiV, in its capacity of Data Controller of the processing of data received from the Supplier by virtue of this agreement, wishes to inform the Supplier that the data may be disclosed only to those who, within and outside ViiV, shall need them exclusively for the management of this agreement and may be communicated and transferred in Italy and/or abroad –also outside the European Union- strictly in accordance to the above mentioned purposes, to: • Companies belonging to GlaxoSmithKline Group, controlled or affiliated • People/companies who supply goods and/or services entrusted by ViiV to carry its activities.

As set forth in art.7 of the above mentioned Code, the right to access is guaranteed to the Supplier and/or third parties with whom it collaborates, for the purpose of obtaining the confirmation of the existence of the personal data, of knowing their content and origin, of verifying their accuracy or of requesting their integration, updating or amending and to oppose to their processing.

Undersigning this agreement, express consent is intended as given by the Supplier to ViiV for the processing, communication and transfer of the personal data within the limits, for the purposes and according to the above mentioned terms.

24.Hazards

Supplier shall, and shall ensure that its staff and those of any sub-contractor shall, when working on any site in connection with the Agreement, comply with all relevant environmental, occupational health and safety legislation and any other appropriate standards, policies and procedures notified by ViiV.

Supplier shall provide applicable hazard information such as material safety data sheets and shall inform ViiV of all regulations and guidance (statutory or otherwise) which Supplier knows or believes to be associated with the Goods and any combination of the Goods with another product. Supplier shall indemnify ViiV, and keep ViiV indemnified, against all liability and loss related to any third party claim which arises from Supplier's or Supplier's sub-contractors' actions resulting in alleged release of any waste, hazardous substance or other pollutant.

Supplier shall endeavour to exceed statutory minimum environmental, occupational health and safety requirements in accordance with generally accepted best working practices and any specific standards or other requirements of ViiV.

25. Liability and insurance

- 26.1 Supplier shall indemnify and hold ViiV harmless against any direct liabilities, damages, claims, costs, losses and expenses incurred or paid by ViiV 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.
- 26.2 Supplier shall 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 (twomillionfivehundredsthousandeuros) each damage/year. The policy is to provide also for a maximum coverage of a value not lower than € 150.000,00 (onehundredfiftythousandeuros) 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 the 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 (twomillionfivehundredsthousandeuros) each damage/year.
- Supplier, on demand, shall have to produce the relevant appropriate certifications duly issued by the Insurance Company regarding the above insurance covers.
- 26.3 Any limitation, monetary or otherwise in such policy shall not be construed as a limitation on Supplier's liability and Supplier shall, notwithstanding such limitation, remain liable in full for any matters and to any extent not covered by the policy.

26. Ethical standards and human rights

- 26.1 Unless otherwise required or prohibited by law, Supplier warrants that in relation to the supply of Goods or Services under the terms of the Agreement:
- 26.1.1 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;
 - 26.1.2 it does not use forced labour in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge papers or deposits on starting work;
 - 26.1.3 it provides a safe and healthy workplace, presenting no immediate hazards to its employees, any housing provided by Supplier to its employees is safe for habitation, and it provides access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents at Supplier's workplace;
 - 26.1.4 it does not discriminate against any employees on any ground (including race, religion, disability or gender);
 - 26.1.5 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;
 - 26.1.6 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;
 - 26.1.7 it complies with the laws on working hours and employment rights in the countries in which it operates;
 - 26.1.8 it is respectful of its employees right to join and form independent trade unions and freedom of association; and
 - 26.1.9 it complies with the ViiV Anti-Bribery and Corruption Requirements set out in Annex A.
- 26.2 Supplier agrees that it is responsible for controlling its own supply chain and that it shall encourage compliance with ethical standards and human rights by any subsequent supplier of goods and services that are used by Supplier when performing its obligations under the Agreement.
- 26.3 Supplier shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies.
- 26.4 ViiV reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon Supplier's premises to monitor compliance by Supplier of the warranties set out in Section 26.1 above and Supplier shall, subject to compliance with law, furnish ViiV with any relevant documents requested by ViiV in relation thereto.

27. Waiver

No waiver or forbearance by ViiV in enforcing any of its rights under the Agreement shall prejudice or affect the ability of ViiV to enforce such rights or any of its other rights at any time in the future. No waiver shall be effective unless in writing and signed by ViiV. For the avoidance of doubt, it is agreed that a waiver of a right on one occasion shall not constitute a waiver of the same right in the future.

28. Severability

Any provision of these General Terms and Conditions which is declared void or unenforceable by any competent authority or court shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect the other provisions of these General Terms and Conditions, which shall continue unaffected.

29. Amendment

This Agreement may only be amended in writing by authorised representatives of both parties.

30. Compliance with laws and ViiV's provisions

The relations between ViiV and Supplier shall 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, and Directive 2003/94/CE;
- Legislative Decree n. 231/2001 and Law n. 190/2012;
- Codice Deontologico di Farmindustria;
- ViiV Code of Conduct;
- ViiV Code of Practice for Promotion and Customer Interactions.

31. Jurisdiction

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

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

ANNEX A

VIIV ANTI BRIBERY AND CORRUPTION REQUIREMENTS

ViiV requires compliance with the highest ethical standards and all anti-corruption laws applicable in the countries in which ViiV (whether through a third party or otherwise) conducts business, including Legislative Decree n. 231/2001 and Law n. 190/2012 (“Anticorruption Laws”). All ViiV employees and any third party acting for or on behalf of ViiV must ensure that all dealings with third parties, both in the private and government sectors, are carried out in compliance with all relevant laws and regulations and with the standards of integrity required for all ViiV business. ViiV values integrity and transparency and has zero tolerance for corrupt activities of any kind, whether committed by ViiV employees, officers, or third-parties acting for or on behalf of the ViiV.

It is a material term of this Agreement that Supplier shall comply with the following:

1. Supplier shall comply fully at all times with all applicable laws and regulations, including but not limited to applicable anti-corruption laws, of the territory in which the Supplier conducts business with ViiV.
2. Supplier agrees that it has not, and covenants and that it shall not, in connection with the performance of this Agreement, directly or indirectly, promise, authorise, ratify or offer to make or make any “payments” of “anything of value” (as defined in the glossary section) to any individual (or at the request of any individual) including a “government official” (as defined in the glossary section) for the improper purpose of influencing or inducing or as a reward for any act, omission or decision to secure an improper advantage or to improperly assist the Supplier or ViiV in obtaining or retaining business.
3. Supplier agrees that it has not, and covenants and that it shall not, in connection with the performance of this Agreement, directly or indirectly, promise, authorise, ratify or offer to make or make any “facilitating payments” (as defined in the glossary section) to any individual (or at the request of any individual) including a “government official” (as defined in the glossary section).

GLOSSARY

The terms defined herein should be construed broadly to give effect to the letter and spirit of ViiV’s ethical standards.

Anything of Value: this term includes cash or cash equivalents, gifts, services, employment offers, loans, travel expenses, entertainment, political contributions, charitable donations, subsidies, per diem payments, sponsorships, honoraria or provision of any other asset, even if nominal in value.

Facilitating Payments: otherwise known as “greasing payments” shall mean a payment to an individual to secure or expedite the performance of a routine government action by government officials.

Government Official shall mean: (i) Any officer or employee of a government or any department, agency or instrument of a government; (ii) Any person acting in an official capacity for or on behalf of a government or any department, agency, or instrument of a government; (iii) Any officer or employee of a company or business owned in whole or part by a government; (iv) Any officer or employee of a public international organisation such as the World Bank or United Nations; (v) Any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or (vi) Any candidate for political office.

Payments: this term refers to and includes any direct or indirect offers to pay, promises to pay, authorisations of or payments of anything of value.