

GlaxoSmithKline Consumer Healthcare Australia Pty Ltd
TERMS AND CONDITIONS OF SUPPLY

By signing this agreement, you agree to and acknowledge the following:

1. DEFINITIONS

In these terms and conditions:

- (1) **Adverse Event** means any untoward medical occurrence in a patient or clinical investigation subject or consumer, temporally associated with the use of the Supplier's product, whether or not considered related to the product.
- (2) **Customer** means the entity or its Representative acquiring the goods or services upon these terms and conditions;
- (3) **GST** means any tax including any additional tax imposed on the supply of or payment for goods or services imposed or assessed under any GST Law;
- (4) **GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), and all related and auxiliary legislation;
- (5) **Human Safety Information** means any information relating to:
 - (a) the death, serious injury or illness of a person that may have been caused by the use or misuse of the Purchaser's product (a serious injury or illness includes any acute physical injury or illness requiring medical or surgical treatment by, or under the supervision of, a qualified doctor or nurse); or
 - (b) human health and/or wellbeing arising following exposure of humans to the Supplier's products such as Adverse Event information, including: any unintended sign (including an abnormal laboratory finding), symptom, or disease (new or exacerbated); reports of patients taking drugs whilst pregnant or breastfeeding; drug abuse or drug withdrawal; medication errors or misuse, including drug overdose, whether accidental or intentional; information received as part of product complaints; failure to produce expected benefits (i.e. lack of efficacy); reports of occupational exposure; reports of drug interaction; reports of paternal exposure to a GSK Product; transmission of an infectious agent via a medicinal product and information regarding unexpected therapeutic benefits such as unexpected improvement in a concurrent condition other than the one being treated;
- (6) **PPSA** means the *Personal Property Securities Act 2009* (Cth). If a term used in this agreement has a particular meaning in the PPSA, it has the same meaning in this agreement;
- (7) **Quality Complaint** means any claim reported verbally, in writing or electronically to GSK by or on behalf of a customer that expresses dissatisfaction with a GSK product released to market relating to product quality, stability, reliability, performance or usage or batch identity. Complaints may be associated with adverse events. This also includes any complaint against the handling of previous complaints.
- (8) **Representative** of a party means that party's director, officer, employee or agent;
- (9) **Sale or Return** means an arrangement by which the customer receives a quantity of goods into stores, with the right of returning surplus goods for credit.
- (10) **Sponsor** has the meaning given in the *Therapeutic Goods Act 1989* (Cth)
- (11) **Supplier** means GlaxoSmithKline Consumer Healthcare Australia Pty Ltd ABN 68 603 310 2924 and any related body corporate of GlaxoSmithKline Consumer Healthcare Australia Pty Ltd within the meaning of section 50 of the *Corporations Act 2001* (Cth);
- (12) **Tax Invoice** has the meaning given to it in the GST Law; and
- (13) **TGA** means the *Therapeutic Goods Act 1989* (Cth), and all related and auxiliary legislation.

2. BINDING TERMS AND CONDITIONS

The only terms and conditions which are binding upon Supplier in relation to the supply of goods and services to Customer are those set out in these terms and conditions, or as otherwise agreed to in writing by Supplier in which case those terms and conditions will prevail over these terms and conditions, and those terms, if any, which are imposed by law and which cannot be excluded.

3. ORDERS AND DELIVERY

3.1. Consumer

- (1) The Supplier may in its absolute discretion determine from time to time a "Specified Order Quantity", being the minimum order value or quantity for each order of Products to be supplied to Customer.

3.2. Supplier's Right to Accept or Reject any Orders

Notwithstanding clause 3.1, Supplier reserves the right to accept or reject any orders placed by the Customer, in whole or in part, which may be received by it in its absolute discretion. Once accepted by the Supplier, an Order may not be cancelled by the Customer except with the express consent of the Supplier. For the avoidance of doubt no terms or conditions of Customer, including any terms or conditions printed on or referred to in Customer's offer to purchase or order will be binding on the Supplier or have any legal effect unless expressly agreed to in writing by the Supplier.

3.3. Delivery

- (1) Supplier will determine the days and times for the delivery of the goods, and Customer agrees to accept delivery of the Products at any time during business hours on a Business Day. Supplier may deliver the goods to Customer by instalments in any quantities and each delivery will be by separate contract independent from the other deliveries.
- (2) Subject to clause 5.1, 18.1 and to the extent permitted by law, Supplier is not liable to the Customer for any loss or damage whatsoever (including any consequential loss) caused directly or indirectly by any delay or failure in delivery. Any delay in delivery shall not relieve the Purchaser of its obligation to accept that delivery and remaining delivery.

4. PRICE

4.1. Price of Goods or Services Supplied

If Supplier accepts an order from Customer, it will supply the goods or services ordered at prices current on the date of dispatch of the goods or services to Customer as set in Supplier's sole discretion, or otherwise at the price notified in writing by Supplier to Customer.

4.2. Price Change

The prices shown in the price list of Supplier (if any) are subject to alteration by the supplier without notice.

4.3. GST and other charges

Unless otherwise stated in writing, all prices quoted are exclusive of GST and any other taxes or governmental charges, which must be added to the price and be paid by Customer.

4.4. Freight

Any freight charges incurred under or referred to in these terms and conditions will be subject to GST and must be paid by

Customer unless otherwise agreed in writing by Supplier.

5. CREDIT CLAIMS

5.1. Stock generally

- (1) Customer must inspect the goods provided and the services rendered by Supplier immediately upon delivery or provision of such goods or services (as applicable), and must within 48 hours of the delivery of goods or provision, give written notice to Supplier, with full particulars, of any claim that the goods or services are defective in any way. Supplier will replace short delivered, damaged or short dated stock provided notification is given to the Supplier within 48 hours of the delivery of goods.
- (2) Subject to clauses 5.1(1), 5.1(2), 5.1(3), 5.1(4) and 5.1(5) Upon receipt of short dated stock, the Customer may contact the Supplier's Customer Support team in writing within 48 hours of the delivery of goods requesting 'Sale or Return' for the short dated stock that has been received. The Supplier's Customer Support team will approve/reject the 'Sale or Return' request in writing, and this documentation must accompany any later request for return and credit.
- (3) Goods other than those covered in clause 5.1(1), or goods ordered by Customer surplus to requirements, are not returnable to Supplier and no credit will be given for any such purported return. For the avoidance of doubt, no Products for which the shelf life has expired will be accepted for return unless expressly authorised by the Supplier in writing.
- (4) If Customer fails to give notice to Supplier in accordance with this clause 5.1(1), then to the extent permitted by law, the goods or services are deemed to have been accepted "as is" by Customer, and Customer must pay for the goods or services in accordance with these terms and conditions. In this case, Customer will be taken to have waived any claim Customer may have had against Supplier.
- (5) Supplier will not accept returned goods unless expressly authorised in writing by Supplier's Customer Support team.
- (6) Supplier will not accept freight forward charges when the goods have been consigned by any transport company other than a carrier which has been authorised by Supplier.
- (7) Stock returns must be approved by Supplier to trigger acceptance and payment of credit note by Supplier. Method of payment for accepted stock return claims is at Supplier's sole discretion, and is to be processed within 60 days of the date of the invoice to which the credit relates.

5.2. Promotional and/or other Services

A Tax Invoice for reimbursement of promotional and/or other services claims, which have been approved in advance in writing by Supplier with full supporting documentation, must be received by the end of the month following the month in which the Promotion and/or other services being claimed was provided. Tax Invoices received outside this period will not be accepted nor reimbursed.

Promotional and/or other service Tax Invoices must not be deducted from payments made to Supplier. Customer is to raise a tax invoice against a Supplier Purchase Order, with the invoice to be processed by the Supplier Accounts Payable department. Supplier standard payment terms will be applied.

6. PAYMENT

6.1. Payment Terms

Payment for goods or services supplied by Supplier to Customer must be tendered in accordance with the requirements set out in the invoice rendered by Supplier to Customer, or if no requirements are set out in the invoice, payment must be received by Supplier in cleared funds within 30 days of the date of the invoice. A failure to comply with these payment terms is deemed a material breach of this agreement by Customer.

6.2. Remittances

Customer agrees to provide payment by Electronic Fund Transfer, unless otherwise agreed with the Supplier. For establishing payment via Electronic Fund Transfer or for any other remittance related matter, Customer may contact the Supplier Credit Services team at 03 9721 6666 or via email at syd_customer_service@gsk.com

6.3. Credit application

The Customer authorises Supplier, its authorised agents or representatives, to make enquiries as to the credit and financial history and responsibilities of the Customer, and/or its Representative (as applicable), as required by Supplier from time to time. If Supplier so requires, the Customer must provide (and must procure that its Representatives or guarantors, as applicable, provide) any consent or authorisation required by law for Supplier, its Representatives to undertake any such enquiries, including obtaining reports from credit reporting bodies as to the consumer and/or commercial creditworthiness of the Customer and/or its Representatives or guarantors (as applicable).

Any credit terms granted to the Customer is on the condition that Customer has made complete and accurate disclosure to Supplier in its credit application of all material information relevant to Supplier's decision to extend credit. The Customer must promptly inform Supplier of any material adverse change in Supplier's financial or business circumstances.

6.4. Extended Terms

Supplier may in its absolute discretion demand immediate settlement of credit accounts, suspend the Customer's credit facility, reduce the Customer's payment terms or require cash payment on or before delivery without notice, terminate any outstanding orders or do any combination of the foregoing. The Customer shall not be entitled to any compensation for termination of the credit facility.

The Customer must keep Supplier promptly informed of any material adverse change in the Customer's financial or business circumstances.

6.5. Collection Costs

Customer will be liable for all costs (including legal costs), charges, commissions, fees and disbursements incurred by Supplier in recover of any unpaid account, including charges for any dishonoured cheques received.

6.6. Interest for Late Payment

Supplier may in its absolute discretion charge Customer interest on any account unpaid on the due date in accordance with the prescribed rate of interest set by section 101(7) of the *Civil Procedure Act 2005* (NSW) from time to time from the due date until the account is paid in full by Customer.

6.7. Withdrawal of Account Facilities

Supplier is at liberty to withdraw account facilities offered to Customer at any time without prejudice to any other right Supplier may have and without being liable for the consequences. If Supplier so acts then Customer must immediately pay the account balance in full in cleared funds.

7. RETENTION OF TITLE AND RISK

7.1. When Property Passes

Title in the goods supplied by Supplier to Customer does not pass to Customer until Customer has paid all sums owing to Supplier on any account whatsoever. Where Customer does not make payment in respect of specific goods, payment must be treated as having been made first in respect of goods which have passed out of the possession of Customer, and then in respect of whatever goods, still in the possession of Customer, Supplier elects.

7.2. Risk in Goods

Risk in goods supplied by Supplier to Customer passes to Customer upon the sooner of delivery of goods at Customer's premises, or to Customer's control.

7.3. Customer's Authority until Paid for

Until Customer has paid all sums owing to Supplier on any account whatsoever:

- (1) Customer must store the goods in such a manner as to show clearly that they are the property of Supplier;
- (2) Customer may sell the goods, in the ordinary course of its business, as agent and in a fiduciary capacity for Supplier; and
- (3) the proceeds of sale or use of any goods shall be received and held by Customer (in whatever form) on trust for Supplier.

7.4. Supplier's Authority to Inspect and Reclaim

Customer grants an irrevocable licence to Supplier and its Representatives to at any time enter any premises upon which Supplier's goods are stored to enable Supplier to inspect the goods and reclaim the goods where Customer is in breach of these terms and conditions.

8. STORAGE AND WAREHOUSING

8.1. General

All goods must be stored and all warehousing arrangements must be in accordance with:

- (1) the specific requirements of the products as described on the label;
- (2) licensing requirements applicable to the storage of the goods; and
- (3) industry practices including the Australian Code of Good Wholesaling Practice for Medicines as published by the TGA.

8.2. Storage for end customer

The goods are supplied to Customer for sale to the end-user of the goods in the packaging in which the goods are supplied to Customer. Customer must not interfere with, or alter, the original packages insofar as they set out Supplier's marks, numbers, references, tamper seals and other information.

8.3. Delivery point

Customer must provide a secure delivery point. Goods are deemed delivered properly when unloaded at the delivery point.

8.4. Customer liability

Customer is solely liable in respect of any loss or cost (including losses or costs suffered by third parties) due to goods not being stored or handled in accordance with this clause 8.

9. REPORTING

9.1. Consumer

- (1) The Customer must notify the Supplier by telephone on 1800 028 533 or +61 3 9721 5990 (immediately confirmed in writing) immediately after it becomes aware of any information (whether credible or otherwise) which may give rise to a recall of the goods.
- (2) Without limiting clause (1) above, the Customer must notify the Supplier as soon as is practicable after it becomes aware of any adverse publicity or threatened or pending legal proceedings with respect to the goods or of any other information that might adversely impact upon the goodwill associated with the Supplier or the goods.
- (3) The Customer will communicate any reports of Human Safety Information, quality complaints, or suspected counterfeits relating to the Supplier's pharmaceutical products to GSK Australia Medical Information on 1800 028 533 or +61 3 9721 5990 within 24 hours of initial awareness.

10. PRODUCT RECALL

10.1. Supplier to manage Product recall

- (1) Any decision relating to a recall of the goods (including any decision relating to the initiation or implementation of or strategy relating to a recall of the goods) will be made at the discretion of the Supplier or, where the Supplier is not the Sponsor, the Sponsor unless otherwise directed by a relevant regulatory authority.
- (2) The Customer must not initiate, implement or take any action in relation to a recall of the goods without the prior consent of the Supplier or, where the Supplier is not the Sponsor, the Sponsor.

10.2. The Customer's obligations

- (1) The Customer must maintain procedures relating to a withdrawal of the goods, recall and tampering and records necessary to support a recall of the goods, and allow the Supplier to inspect such procedures and records at any time on reasonable notice.
- (2) The Customer must provide any services, resources or facilities to the Supplier as may be reasonably required in respect of a recall of the goods.
- (3) The Supplier agrees to refund or provide credit to the Customer for any units of the goods that are recalled under this clause unless the conduct of the Customer or its employees, contractors or other persons it has engaged has given rise to the recall of the goods.

10.3. Reimbursement of recall costs

- (1) The reasonable costs incurred by the Customer, including the Customer's management costs, in connection with the recall of any goods will be borne by the Supplier, except where the conduct of the Customer or its employees, contractors or other persons it has engaged has given rise to the recall of the goods (in which case the reasonable costs incurred by the Supplier in connection with the recall of the goods will be borne by the Customer).
- (2) To the extent that a party pays costs in connection with the recall of any goods for which the other is responsible under clause 10.3(1), the other party must, after receiving a written request together with sufficient evidence to substantiate the request for reimbursement from the first party, reimburse the first party with seven days.

11. CONTRACTS WITH YOUR CUSTOMERS

Customer agrees that it will include the above clauses 8, 9, 10 and 16.8 in any contract for the sale of the goods that it enters into with any purchaser who is not the end consumer of the goods.

12. INTELLECTUAL PROPERTY

- (1) All Supplier's trademarks or other intellectual property rights in respect of the goods remain its property, and Customer must not in any way interfere with, alter or infringe upon Supplier's intellectual property rights relative to its "trademarks", "trade

dress" or "get-up" associated with the goods.

- (2) All advertising material supplied to Customer for its business use, and not for dissemination to the end-user of the goods, remains Supplier's property, and Customer will return it to Supplier immediately upon Supplier's request to do so.
- (3) No license relating to the goods, express or implied, is granted under the intellectual property rights existing under the laws of the United States or any jurisdiction outside Australia.

13. INSURANCE

Customer must insure the goods at its cost from the time of delivery of the goods to Customer or into Customer's custody (whichever is the sooner) until they are paid for in full, against such risks as it thinks appropriate and must note the interest of Supplier on the policy of insurance and produce a certificate of currency or to this effect to Supplier on request.

14. ANTI BRIBERY AND CORRUPTION

- (1) The Customer acknowledges receipt of the Anti-Bribery and Corruption (ABAC) „Prevention of Corruption – Third Party Guidelines" (as set out below) and agrees to perform its obligations under this Agreement in accordance with the principles set out therein.
- (2) The Customer shall comply fully at all time with all applicable laws and regulations, including but not limited to applicable anti-corruption laws, of Australia in which it conducts business with the GSK.
15. GSK shall be entitled to terminate this Agreement immediately in writing to the Customer, if it fails to perform its obligations in accordance with this Agreement. The Customer shall have no claim against GSK for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this clause. To the extent (and only to the extent) that the laws of Australia provide for any such compensation to be paid to the Customer upon the termination of this Agreement, the Customer hereby expressly agrees to waive (to the extent possible under the laws of Australia) or to repay to GSK any such compensation.

16. MODERN SLAVERY

- (1) The Manufacturer undertakes, warrants and represents that:
 - (a) neither the Manufacturer, nor any of its officers, employees, agents or subcontractors, have:
 - (b) committed an offence set out in Schedule 2 of the *Modern Slavery Act 2018* (NSW);
 - (c) not contravened any provision in the *Modern Slavery Act 2018* (Cth);
 - (d) been notified that they are subject to an investigation or prosecution relating to an alleged MSA Offence; or
 - (e) become aware of any circumstances within the supply chain that could give rise to an investigation or prosecution relating to an alleged MSA Offence;
- (2) it, and its officers, employees, agents or subcontractors, shall comply with the Modern Slavery Policy; and
- (3) it shall notify GSK immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors, have breached or potentially breached any of the Manufacturer's obligations under this clause 15. Any notice under this clause 15 shall set out full details of the circumstances concerning the breach or potential breach of the Company's obligations.
Any breach of this Section 16 by the Manufacturer shall be deemed a material breach of this Agreement and shall entitle GSK to terminate this Agreement.

17. SECURITY INTERESTS

17.1. General

- (1) The Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and create a security interest in all goods supplied by Supplier to Customer on retention of title terms and the proceeds of sale of goods supplied on retention of title terms by Supplier to Customer.
- (2) The Customer must act immediately when requested by Supplier to do such acts and provide such information as Supplier considers necessary or desirable to enable Supplier to perfect any security interest created or provided by these provisions in the goods or any proceeds, with first priority or such other priority that Supplier requires.

17.2. Confidentiality

- (1) The Supplier and the Customer agree not to disclose information of the kind mentioned in section 275(1) of the PPSA, except in the circumstances required by sections 275(7)(b) to (e) of the PPSA. The Customer agrees that it will only authorise the disclosure of information under section 275(7)(c) or request information under section 275(7)(d) of the PPSA if the Supplier approves. Nothing in this clause will prevent any disclosure by the Supplier that it believes is necessary to comply with its other obligations under the PPSA.
- (2) To the extent that it is not inconsistent with clause 17.2 above constituting a "confidentiality agreement" for the purposes of section 275(6)(a) of the PPSA, the Customer agrees that the Supplier may disclose information of the kind mentioned in section 275(1) of the PPSA to the extent that the Supplier is not doing so in response to a request made by an "interested person" (as defined in section 275(9) of the PPSA) pursuant to section 275(1) of the PPSA.

17.3. Enforcement of security interest

If the Customer defaults in the timely performance of any obligation owed to the Supplier, the Supplier may enforce the Security Interest by exercising all or any of its rights under these conditions of sale, the general law and the PPSA. To the extent that Chapter 4 of the PPSA would otherwise apply to an enforcement by the Supplier of the Security Interest, the Customer and the Supplier agree that the following provisions of the PPSA do not apply: (i) to the extent that s 115(1) of the PPSA allows them to be excluded: ss 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 138B(4), 142 and 143; and (ii) in addition, to the extent that section 115(7) of the PPSA allows them to be excluded: ss 127, 129(2) and (3), 132, 134(2), 135, 136(5) and 137.

17.4. No limitation

Nothing in this clause is limited by any other provision of the Terms and Conditions or any other agreement between the Supplier and the Customer. Nothing in this clause limits the Supplier's rights or the Customer's obligations apart from under this clause.

17.5. Notification

Customer must notify Supplier immediately of any action by a third party (or any of its creditors) affecting Supplier's interest in the goods.

18. GENERAL

18.1. Conditions and Guarantees Required to be Binding

The only conditions and guarantees which are binding on Supplier in respect of:

- (1) the state, quality or condition of the goods supplied by it to Customer; and/or
- (2) advice, recommendation(s), information or services supplied by it or its Representative to Customer associated with the goods, their use and application; are those imposed and required to be binding by statute (including the *Competition and*

Consumer Act 2010 (Cth)).

18.2. Limitation on Liability

To the extent permitted by law, the liability, if any, of Supplier arising from a breach of or otherwise under this agreement, is at Supplier's option, limited to and completely discharged:

- (1) in the case of the goods, by either:
 - (a) the supply by Supplier of equivalent goods;
 - (b) the replacement by Supplier of the goods supplied to Customer; or
 - (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; and
- (2) in the case of advice, recommendation(s), information or services, by either:
 - (a) supplying the advice, recommendation(s) information or services again; or
 - (b) the payment of the cost of having the advice, recommendation(s) information or services supplied again.

18.3. Exclusion of Other Conditions and Warranties

Except as provided in clause 18.1 and to the full extent permitted by law, all conditions and warranties imposed or implied by law in respect of the state, quality or condition of the goods and services which may apart from this clause be binding on Supplier are excluded.

18.4. Exclusion of liability

To the extent permitted by law, Supplier has no liability (including liability in negligence) to any person for any loss or damage, consequential or otherwise, suffered or incurred by that person in relation to the goods and/or advice, recommendation(s), information or services.

18.5. Indemnity

Customer indemnifies Supplier against all losses and liabilities, whether direct or indirect, incurred by Supplier including all legal costs and other expenses in relation to or arising in connection with the supply of goods or services by Supplier to Customer which are caused by or arise as a result of any act or omission by Customer or Customer's Representative.

18.6. Change of Ownership

Customer indemnifies Supplier against any losses incurred due to change of ownership, partnership or change of address of Customer, unless written advice of such change is received by Supplier prior to the delivery of goods being made. In the event of any change in ownership of Customer, any outstanding monies on account of Customer will become immediately due and payable to Supplier.

18.7. Director's Guarantee and Indemnity

If Customer is a Proprietary Limited Company, Supplier reserves the right to require a guarantee and indemnity (in a form and for an amount satisfactory to Supplier) from the directors of that Customer, such guarantee and indemnity to be current for the term of this agreement.

18.8. No Export

Customer must not export, sell or supply goods outside Australia or supply any of the goods it knows or could reasonably expect will be exported from Australia without the prior written consent of Supplier, which may be withheld or provided in the Supplier's sole discretion.

18.9. Credit Report

Supplier may disclose any information contained in Customer's credit application to a credit reporting agency and to obtain a credit report containing personal credit information about Customer (or any partner or director of Customer) in accordance with the provisions of the *Privacy Act 1988 (Cth)* (as amended).

18.10. Privacy

Supplier may collect personal information from its dealings with the Customer. If so, Supplier will comply with its Privacy Policy. A copy of the policy is available at: <http://au.gsk.com/en-au/privacy-policy/>.

18.11. Data Privacy

- (1) Customer must ensure that any Personal Information it obtains or holds in connection with this Agreement is collected, stored, used and disclosed by it in accordance with the applicable privacy laws.
- (2) Customer will promptly report to GSK any unauthorised access to, use or disclosure of Personal Information in connection with this Agreement ("Incident") of which it becomes aware, and will work with GSK to take reasonable steps to remedy the Incident. Updated February 2019
- (3) "Personal Information" has the meaning set out in the *Privacy Act 1988 (Cth)*. To the extent that any GSK Confidential Information constitutes "Personal Information," the Supplier shall ensure, before processing any such Personal Information, that adequate technical and organisational controls are in place to:
 - i. prevent unauthorised or unlawful processing of any such Personal Information it may hold; and
 - ii. protect any such Personal Information from accidental loss, damage or destruction; and
- (4) only hold and process such Personal Information in connection with the purposes for which it was provided to Supplier and shall act only on the instructions of GSK when processing such Personal Information, including ensuring that such Personal Information is used only as authorised by GSK, or by the Agreement.

18.12. Insolvency of Customer

A material breach of these terms and conditions is deemed to occur if Customer becomes bankrupt or insolvent within the meaning of the *Corporations Act 2001 (Cth)*, or enters any form of administration or receivership.

18.13. Customer warranty

Customer (or any partner or director thereof) warrants that if, he or she is authorised to enter into this agreement and purchase the goods from Supplier, and that he or she has never gone into liquidation or administration, or had a controller (as defined in section 9 of the *Corporations Act 2001 (Cth)*) or administrator appointed under the *Corporations Act 2001 (Cth)*, or been registered under the *Bankruptcy Act 1966 (Cth)*, or been a director of a company which has gone into liquidation, or has a controller (as defined in section 9 of the *Corporations Act 2001 (Cth)*) or administrator appointed.

18.14. Assignment

Customer must not assign its rights or delegate its performance under this agreement without Supplier's consent in writing.

18.15. Variation

Supplier may vary these terms and conditions of supply at any time by written notice to Customer. Customer's continued purchase of goods and/or services after such notification will evidence your consent to the new terms and conditions of supply.

18.16. Waiver

Supplier's delay or failure to exercise any right, power or remedy by a party does not operate as a waiver. A single or partial [Updated June 2019]

exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on any party granting that waiver unless made in writing.

18.17. Compliance with all laws

Customer must comply with all laws, regulations and compliance codes of the jurisdictions in which it operates, including obtaining all necessary licenses.

18.18. Governing Law and Jurisdiction

This agreement is governed by the laws of New South Wales, Australia.

Signature

Name (print)

Position

Date

Anti Bribery and Corruption (ABAC) PREVENTION OF CORRUPTION – THIRD PARTY GUIDELINES

The GSK Corporate Policy 007 on Preventing Corrupt Practice and Maintaining Standards of Documentation (“**GSK Policy 007**”) requires compliance with the highest ethical standards and all anti-corruption laws applicable in the countries in which GSK (whether through a third party or otherwise) conducts business. GSK Policy 007 requires all GSK employees and any third party acting for or on behalf of GSK to 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 GSK business. GSK values integrity and transparency and has zero tolerance for corrupt activities of any kind, whether committed by GSK employees, officers, or third-parties acting for or on behalf of the GSK.

Corrupt Payments – GSK employees and any third party acting for or on behalf of GSK, shall not, 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 company in obtaining or retaining business.

Government Officials – Although GSK’s policy prohibits payments by GSK or third parties acting for or on its behalf to any individual, private or public, as a “quid pro quo” for business, due to the existence of specific anticorruption laws in the countries where we operate, this policy is particularly applicable to “payments” of “anything of value” (as defined in the glossary section), or at the request of, “government officials” (as defined in the glossary section).

Facilitating Payments – For the avoidance of doubt, facilitating payments (otherwise known as “greasing payments” and defined as payments to an individual to secure or expedite the performance of a routine government action by government officials) are no exception to the general rule and therefore prohibited.

GLOSSARY

The terms defined herein should be construed broadly to give effect to the letter and spirit of the GSK Policy 007. GSK is committed to the highest ethical standards of business dealings and any acts that create the appearance of promising, offering, giving or authorising payments prohibited by this policy will not be tolerated.

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.

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.

Government Official shall mean:

- Any officer or employee of a government or any department, agency or instrument of a government;
- Any person acting in an official capacity for or on behalf of a government or any department, agency, or instrument of a government;
- Any officer or employee of a company or business owned in whole or part by a government;
- Any officer or employee of a public international organization such as the World Bank or United Nations;
- Any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or
- Any candidate for political office

In many countries in which GSK conducts business, doctors and other healthcare providers may qualify as government officials because they are either (i) employed by a government-owned or funded hospital, clinic, university or other entity and/or (ii) receive funding, professional service fees or other remuneration from a government-owned or funded hospital, clinic, university or other entity.