

## SUPPLY AGREEMENT

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

### DEFINITIONS

**"Adverse Event"**: Any untoward medical occurrence in a patient or clinical investigation subject or consumer, temporally associated with the use of a GSK product, whether or not considered related to the product;

**"Goods and Services Tax"** 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;

**"GST Law"** means the Goods and Services Tax Act 1985, and all related legislation;

**"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 a GSK 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 doctor or nurse); or
- (b) human health and/or wellbeing arising following exposure of humans to a GSK product. Examples include, but are not limited to, Adverse Event information, reports of patients taking a GSK product whilst pregnant, reports of drug abuse or overdose, reports of drug interaction, information received as part of product complaints, as well as information regarding unexpected therapeutic benefits (i.e. an unexpected improvement in a concurrent condition other than the one being treated);

**"Security Interest"** has the meaning set out in clause 4.2.1(a).

**"Sponsor"** means the person listed with the Medicines and Medical Devices Safety Authority as having received consent or provisional consent of the Minister to the distribution of the medicine in New Zealand.

### 1. ACCEPTANCE OF ORDERS

- 1.1 The only terms and conditions that **we**, GlaxoSmithKline NZ Limited and any related company (the term 'related company' being as defined in the Companies Act 1993) ("**GSK, we, us, our**"), will be bound by in relation to the supply of goods and services to **you**, the "**Customer**" (or any of your directors, officers, employees or agents), are: a) those set out in this agreement, or as otherwise agreed to in writing by us (in which case those terms and conditions will prevail over these terms and conditions); and b) those terms, if any, which are imposed by law and which cannot be excluded.
- 1.2 We will only supply restricted medicines where you hold the appropriate licence to purchase such goods.
- 1.3 We will only supply you with goods or services on credit when we have obtained a credit check satisfactory to our requirements.
- 1.4 Orders of pharmaceutical products with a value of less than \$1,000.00 will not be accepted.
- 1.5 A minimum order of pharmaceutical products of a value of not less than \$1,000.00 can be placed no more than once a week.
- 1.6 Notwithstanding clauses 1.4 and 1.5 above, we reserve the right to accept or reject any orders which may be received in our absolute discretion.

### 2. PRICE

- 2.1 If we accept an order from you, then the goods or services ordered will be supplied by us at a price which:
  - 2.1.1 is current on the date of despatch of the goods or services to you as set in our sole discretion, or otherwise at the price agreed in writing between you and us;
  - 2.1.2 may be increased if we incur higher freight, insurance or import charges or higher foreign exchange costs after the order is placed, or if we incur extra costs because you did not provide us with information by the time we required; and
  - 2.1.3 is exclusive of Goods and Services Tax, which must be added to the price and paid by you along with the price.
- 2.2 If we supply goods or services to you which are invoiced on an advanced credit arrangement, then it is agreed that the price at which those goods are invoiced are prices which are:
  - 2.2.1 equal to the lowest cash price which the goods or services could have been purchased under our normal credit terms.
  - 2.2.2 the lowest price that we both would have agreed upon for the goods or services at the time of invoice on the basis of payment in full at the time at which the title in the goods would transfer to you, or at the time at which the services were rendered.
- 2.3 Wholesalers Servicing Retail Pharmacies  
Our wholesale policy is to supply at our normal wholesale price only to wholesalers who:
  - (a) are not also retailers; and
  - (b) offer a range of wholesale goods and services to supply a retail pharmacy.
- 2.4 The prices shown in the GSK price list (if any) are subject to alteration by us without notice.

### 3. PAYMENT

- 3.1 Payment for goods or services supplied by us to you must be tendered in accordance with the requirements set out in the invoice rendered by us to you, or if no requirements are set out in the invoice, payment must be received by us in cleared funds by the 20<sup>th</sup> of the month following the date of our invoice, unless otherwise agreed. A failure to comply with this clause is deemed a material breach of this agreement by you.
- 3.2 We may at our discretion demand immediate settlement of credit accounts, should the balance of the account exceed your normal trading terms.
- 3.3 If you do not pay us on the due date for payment in accordance with clauses 3.1 or 3.2, we will be entitled to any one or more of the following:
  - 3.3.1 withdraw account facilities offered to you at any time without prejudice to any other right we may have and without being liable for the consequences. If we so act then you must immediately pay the account balance in full in cleared funds;
  - 3.3.2 charge you penalty interest (on a daily basis) on the amount owing to us at a rate equivalent to that which trading banks charge commercial customers on unarranged overdrafts from the date the payment was due until you pay the account in full;
  - 3.3.3 treat the contract as having been cancelled by you;
  - 3.3.4 recover from you (as a debt owing to us) all costs incurred by us in recovering any monies owing by you to us, including all legal expenses (on a client/solicitor basis), debt collection costs, administration charges, and/or collection fees as the case may be, including charges for dishonoured cheques;
  - 3.3.5 Charge you the standard list price for the goods or services, where those goods or services supplied to you were supplied at a discounted price.
- 3.4 If we reasonably believe that you will not pay any monies owing to us for any reason, then we may demand from you:
  - 3.4.1 payment in full of any monies owing to us; and
  - 3.4.2 that you provide us with adequate collateral to secure the payment of all monies owing to us before we commence, or continue to deliver goods or services to you.
- 3.5 We may in our discretion apply any payments we receive from you towards any indebtedness you may have with us. We are not bound by any conditions or qualifications that you may make in relation to any payments made to us.
- 3.6 You may not withhold payment, or make deductions on account of any goods or services, which you claim to be defective or incomplete.

### 4. TITLE AND RISK

- 4.1 Risk and Ownership

- 4.1.1 Risk of any loss, damage or deterioration of or to the goods passes to you on the sooner of delivery to your premises, or delivery into your control.
- 4.1.2 Ownership of the goods remains with us and does not pass to you until you:
- have paid all sums owing to us on any account whatsoever, and until GSK has released the Security Interest in respect of those goods; or
  - resell the goods pursuant to the authority granted by this agreement.
- 4.1.3 While ownership of the goods remains with us:
- you must store them separately and clearly identify them as belonging to us; and
  - we authorise you, in the ordinary course of your business, to sell the goods as agent and in a fiduciary capacity for us. This authority is revoked immediately if:
    - payment is not made when it is due; or
    - we notify you in writing that this authority is revoked.
- You must advise us immediately of any action by a third party (or any of its creditors) affecting our interest in the goods.
- 4.1.4 We may apply any payments received from or on behalf of you in reduction of the total amount owing from you to us in such order and manner as we think fit.
- 4.1.5 If you resell or use any goods before ownership of the goods has passed to you, the proceeds of such sale or use shall be received and held by you (in whatever form) in trust for both you and us. Our interest as beneficiary under that trust shall be that portion of the proceeds which does not exceed the amount owing. The balance of the proceeds (if any) shall be your beneficial interest under that trust.
- 4.1.6 You grant an irrevocable licence to us and our directors, officers, employees and agents, to at any time enter any premises upon which our goods are stored, as your agent to enable us to inspect the goods to us and reclaim the goods where you are in breach of this agreement.
- 4.2 **Personal Property Securities Act 1999**
- 4.2.1 Without limiting anything else in this agreement, you acknowledge that:
- this agreement creates, in favour of us, a security interest in all present and after acquired goods (being, for the avoidance of doubt, all your present personal property and after-acquired property except for any item of personal property which has not (or which is exclusively the proceeds of any item of personal property which has not) been supplied by us to (or for the account of) you to secure the payment by you to us of any amount owing ("**Security Interest**");
  - this agreement will apply notwithstanding anything, express or implied, to the contrary contained in any purchase order (or its equivalent, whatever called) from you; and
  - the Security Interest shall continue until we give you a final release.
- 4.2.2 You undertake to:
- promptly do all things, sign any further documents and/or provide any information which we may reasonably require to enable us to perfect and maintain the perfection of its Security Interest (including by registration of a financial statement); and
  - give us (addressed to Credit Services or equivalent) not less than 14 days prior written notice of any proposed change in your name and/or any other change in your details (including, but not limited to, changes in your address, facsimile number, trading name or business practice).
- 4.2.3 You waive your right to receive a verification statement in respect of any financing statement relating to the Security Interest.
- 4.2.4 To the extent permitted by law, we and you contract out of:
- section 114(1)(a) of the PPSA; and
  - your rights referred to in sections 107(2)(c), (d), (h) and (i) of the PPSA.
- 4.2.5 You agree that the Security Interest has the same priority in relation to all amounts forming part of the amount owing, including future advances.

## 5. DELIVERY

- 5.1 We will, at our cost, freight the goods to your premises (provided your premises are in New Zealand) by whatever methods and route we consider to be the most expedient.
- 5.2 Where you are a community pharmacy, and your order is less than the stipulated freight-free level (excluding GST), we will freight the goods to you at your own cost (as to packaging and shipping) by whatever method and route we consider to be the most expedient.
- 5.3 Export orders are subject to our applicable freight charges. You must not export, sell or supply goods outside New Zealand or supply any of the goods that you know or could reasonably expect will be exported from New Zealand without our prior written consent. Export orders are supplied in accordance with FCA Incoterms (2010).
- 5.4 Where you require us to freight the goods to you urgently, or in a manner which is not usually used by us, we reserve the right to charge you for any additional freighting expenses incurred.
- 5.6 If you have specified a delivery date, we will try and deliver the goods or services to you by that date. However:
- 5.6.1 we will determine the days and times for the delivery of the goods or services. Any time stated for delivery is an estimate only and we are not liable for any delay. We will be entitled to cancel the contract without being liable to you in any way if the delay in delivery is in respect of causes outside of our reasonable control.
- 5.6.2 we may deliver the goods or services to you by instalments in any quantities and each delivery will be by separate contract independent from the other deliveries.
- 5.8 You must provide a secure delivery point. Goods are deemed delivered properly when unloaded at the delivery point (even when you are not present), all risk in and responsibility for insuring goods supplied by us will pass to you on delivery. You must insure the goods at your cost from the time of delivery of the goods to you or into your custody (whichever is the sooner) until they are paid for in full, against usual risks and must note our interest on the policy of insurance and produce a certificate to this effect to us on request.

## 6. COLD CHAIN PRODUCTS

- 6.1. You must process and store temperature sensitive goods in a 2 – 8 degrees Celsius refrigerator within one hour of receipt of those goods. Failure to comply with this clause will render you solely liable for any defect in those goods.

## 7. PRODUCT ISSUE REPORTING

### 7.1. Product issue reporting

- 7.1.1. You must notify GSK by telephone (immediately confirmed in writing) or facsimile transmission, immediately after you become aware of any information (whether credible or otherwise) which may give rise to a recall of the goods.
- 7.1.2. Without limiting clause 7.1.1, you must notify GSK as soon as is practicable after you become 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 GSK or the goods.

## 8. REPORTING OF HUMAN SAFETY INFORMATION, ADVERSE EVENTS AND SUSPECTED COUNTERFEIT PRODUCTS

### 8.1. Pharmaceutical

- 8.1.1. You will report Human Safety Information for Pharmaceutical Products or suspected counterfeit Pharmaceutical Products to GSK Australia on +61 3 9721 6010 within 24 hours of initial awareness.
- 8.1.2. You will report Technical or Quality complaints relating to Pharmaceutical Products to GSK NZ on +64 09 367 2900 within 24 hours of initial awareness. Complaints samples if available must be securely retained and provided to GSK upon request.

## 9. CONTRACTS WITH YOUR CUSTOMERS

- 9.1. You agree that you will include the above clauses 7 and 8 in any contract for the sale of the goods that you enter into with any purchaser who is not the end consumer of the goods.

## 10. PRODUCT RECALL

### 10.1. Customer to manage Product recall

- 10.1.1. Any decision relating to a recall of the goods (including any decision relating to the initiation or implementation of strategy relating to a recall of the goods) will be made at our discretion, or where we are not the Sponsor, at the Sponsor's discretion unless otherwise directed by a relevant regulatory authority.
- 10.1.2. You must not initiate, implement or take any action in relation to a recall of the goods without our prior consent, or where we are not the Sponsor, the Sponsor's prior consent.

### 10.2. The Customer's obligations

- 10.2.1. You 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 us to inspect those procedures and records at any time on reasonable notice.
- 10.2.2. You must provide any services, resources or facilities to us as may be reasonably required in respect of a recall of the goods.
- 10.2.3. We agree to refund or provide credit to you for any units of the goods that are recalled under this clause unless your conduct or that of your employees, contractors or other persons you have engaged has given rise to the recall of the goods.

### 10.3. Reimbursement of recall costs

- 10.3.1. Your reasonable costs incurred, in connection with the recall of any goods will be borne by us, except where your conduct or that of your employees, contractors or other persons you have engaged has given rise to the recall of the goods (in which case the reasonable costs incurred by GSK in connection with the recall of the goods will be borne by you).
- 10.3.2. 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, reimburse the first party within seven days.

## 11. EXCLUSIONS AND LIMITATIONS TO OUR LIABILITY

- 11.1. Where we are permitted by law, we exclude or contract out of all conditions, guarantees and warranties, statutory or otherwise, and you agree that you are acquiring the goods or services provided by us for the purposes of a business.
- 11.2. We will not be bound by any representations that we make unless they are in writing.
- 11.3. We give all technical advice or assistance entirely at your risk.
- 11.4. We warrant only that the goods comply with our specifications where we are the manufacturer, or that they comply with the manufacturer's specifications where we are not the manufacturer.
- 11.5. All descriptions of the goods are only to enable their identification and do not mean that the sale of the goods is a sale by description.
- 11.6. Except to the extent provided in this agreement, we have no liability to you (including liability in negligence, under statute, at law, or otherwise arising from our relationship with you) for any loss or damage, consequential, special or otherwise, suffered or incurred by you in relation to the goods and/or advice, recommendation(s), information or services.
- 11.7. To the extent permitted by law, our liability, if any, arising from a breach of or otherwise under this agreement, is at our option, limited to and completely discharged:
  - 11.7.1. in the case of the goods, by either:
    - (a) the supply by us of equivalent goods; or
    - (b) the replacement by us of the goods supplied to you; or
    - (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; and
  - 11.7.2. 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.

## 12. CLAIMS

- 12.1. We will, at our option, replace or give a credit to you for any goods which contain a manufacturing defect, are damaged or are incorrectly delivered to you if:
  - 12.1.1. You advise us of your claim within 7 days of receiving the goods, quoting the despatch number and/or invoice number where appropriate.
  - 12.1.2. your claim identifies the manufacturing defect, and the nature of your claim;
  - 12.1.3. your claim is accompanied by a specimen of the goods, prior to returning the goods to us;
  - 12.1.4. you obtain a Returns Number from us, prior to returning the goods to us; and
  - 12.1.5. the goods are returned to us in the same condition in which they were received by you.
- 12.2. If you dispute any item or amount contained in any invoice, you must advise us of such a claim within fourteen days after receipt of that invoice. If you fail to give us such notice you will be deemed to have accepted the contents of the respective invoice.
- 12.3. Except as set out in this clause and clause 12 (Return of Goods), to the extent permitted by law, the goods or services are deemed to have been accepted "as is" by you, and you must pay for the goods or services in accordance with this agreement. In this case, you will be taken to have waived any claim you may have had against us.
- 12.4. Notwithstanding anything else in this agreement, we 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 us.

## 13. CREDIT INFORMATION

- 13.1. We may disclose any information contained in your credit application to a credit reporting agency and to obtain a credit report containing personal credit information about you (or any of your partners or directors if we consider it relevant to determine whether to supply you with goods or services on credit, or to collect unpaid accounts from you), in accordance with the provisions of the Privacy Act.
- 13.2. We may obtain from a credit reporting agency a credit report concerning your credit information if we consider it relevant to determine whether to supply you with goods on credit, or to collect unpaid accounts from you.
- 13.3. We may provide any third party with credit information about you when requested and report any overdue payments you owe to us to other credit providers or credit reporting agencies.

## 14. RETURN OF GOODS

- 14.1. Goods are not sold on a sale or return basis.
- 14.2. Except as set out in clause 10, we will provide you with credit for goods only where goods have been sent to you in error, or in excess of the written order.
- 14.3. All goods supplied within 6 months of the specified expiry date for those goods will be accompanied by a notice to this effect. These goods may be returned for replacement if not sold before the specified expiry date, subject to our right to accept or reject any goods returned to us.
- 14.4. We will, at our option, replace or give a credit to you for goods which you have incorrectly or mistakenly ordered if the goods are:
  - 14.4.1. returned within 7 days of the date of the invoice for the goods;
  - 14.4.2. in good condition and fit for resale;
  - 14.4.3. you obtain a Returns Number from us, prior to returning the goods to us; and
  - 14.4.4. the goods are returned to us in the same condition in which they were received by you.

14.5. We reserve the right to only accept returns if the goods are valued at \$30.00 or greater.

#### **15. STORAGE AND PACKAGING**

15.1. You must store, handle and display all goods in accordance with the instructions displayed on the goods.

15.2. The goods are supplied to you for sale to the end-user of the goods in the packaging in which the goods are supplied to you. You must not interfere with, or alter, the original packages insofar as they set out our marks, numbers, references and other information as this may disadvantage or mislead the end-users of the goods.

15.3. Wholesalers of pharmaceutical products are required to maintain 4 weeks' cover of stock of the range of our products dispensed by retail pharmacies.

15.4. We may from time to time require wholesalers of pharmaceutical products to provide us with evidence (including by way of permitting inspection by us) that adequate stocks are held. We may decline to supply at normal wholesale price further stock to you if that evidence is not forthcoming.

#### **16. INTELLECTUAL PROPERTY**

16.1. All our trade marks or other intellectual property rights in respect of the goods or services remain our property, and you must not in any way interfere with, alter or infringe upon our intellectual property rights relative to our "trade marks", "trade dress" or "get-up" associated with the goods or services.

16.2. You must consult us as to the proper use of our intellectual property whenever you are going to use our intellectual property.

16.3. All advertising material supplied to you for your business use, and not for dissemination to the end-user of the goods or services, remains our property, and you will return it to us immediately upon our request to do so.

#### **17. LIMITATIONS OF ON-SALE**

17.1. You may not on-sell, use or dispose of the goods or services otherwise than in accordance with this agreement.

17.2. All goods which we supply you which are packaged and sold for "dispensing purposes only" on a medical or dental practitioner's prescription may not be on-sold without such a prescription.

17.3. In the event that you breach clauses 17.1 or 17.2, we may at our discretion defer supplying you with any more goods or services on credit or otherwise, and may cancel any contract for the supply of goods or services to you.

#### **18. ANTI BRIBERY AND CORRUPTION**

18.1. You acknowledge receipt of the Anti Bribery and Corruption (ABAC) 'Prevention of Corruption – Third Party Guidelines' (as set out in Appendix 2) and agrees to perform your obligations under this Agreement in accordance with the principles set out therein.

18.2. You shall comply fully at all time with all applicable laws and regulations, including but not limited to applicable anti-corruption laws, of New Zealand in which you conduct business with GSK.

18.3. We shall be entitled to terminate this agreement immediately on written notice to you, if you fail to perform your obligations in accordance with this agreement. You shall have no claim against us 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 New Zealand provide for any such compensation to be paid to you upon the termination of this agreement, you hereby expressly agree to waive (to the extent possible under the laws of New Zealand) or to repay to us any such compensation. It is a material term of this agreement that you shall comply with the following:

18.3.1. you 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 you conduct business with us; and

18.3.2. you agree that you have not, and covenant that you will not, in connection with the performance of this agreement, directly or indirectly, promise, authorise, ratify or offer to make or make any Facilitating Payments or provide Anything of Value 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 yourself or us in obtaining or retaining business to any individual (or at the request of any individual) including a Government Official.

#### **19. ASSIGNMENT**

19.1. You may not assign your rights or delegate your performance under this agreement without our consent in writing.

#### **20. NO AGENCY**

20.1. You are not our agent or partner in any respect whatsoever, and have no right to enter into any obligations on our behalf without our prior express consent in writing.

#### **21. ARBITRATION**

21.1. If we so elect, you agree that any disputes between us (as nominated by us) will be arbitrated by an arbitrator in accordance with the Arbitration Act 1996, and the arbitrator will be a person appointed by the President of the New Zealand Chamber of Commerce.

#### **22. WAIVER**

22.1. In the event that either party fail to perform an obligation under this agreement, and the non-defaulting party does not elect to enforce that obligation, then the non-defaulting party's inaction shall not prevent that party from enforcing that obligation at a later date and does not constitute a waiver of any of the terms and conditions of this agreement.

#### **23. INDEMNITY**

23.1. You indemnify us against all losses and liabilities, whether direct or indirect, incurred by us including all legal costs and other expenses in relation to or arising in connection with the supply of goods or services by us to you which are caused by or arise as a result of any act or omission by you, or your directors, officers, employees or agents.

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

23.3. If this agreement is entered into between us and a limited liability company, then we reserve the right to require a guarantee and indemnity (in a form and for an amount satisfactory to us) from the directors of that company, such guarantee and indemnity to be current for the term of this agreement.

#### **24. INSOLVENCY OF CUSTOMER**

24.1. A material breach of this agreement is deemed to occur if you become bankrupt or insolvent or are unable to pay your debts as they fall due, or enter any form of administration or receivership.

#### **25. WARRANTY**

25.1. You (and any of your partners or directors) warrants that you (or he or she), is authorised to enter into this agreement and purchase the goods from us, and that each of you have never gone into liquidation or administration, or had a receiver or administrator appointed, or been declared bankrupt, or been a director of a company which has gone into liquidation, or had a receiver or administrator appointed.

#### **26. VARIATION**

26.1. We may vary this agreement at any time by written notice to you. Your continued purchase of goods and/or services after such notification will evidence your consent to the new agreement.

#### **27. GOVERNING LAW AND JURISDICTION**

27.1. This agreement is governed by the laws of New Zealand.

## APPENDIX

### 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.