

Dear Sirs, the following document includes the terms and purchase order issued by our company according to the negotiation undertaken by the Procurement Department for the purchase of these goods and/or services. Please contact said department if you have any doubts or questions.

QUALITY POLICY

The Provider must:

- 1) Comply with good practices and local regulations applicable to the production of the material or the service provided.
- 2) Have work procedures and/or instructions duly documented to warranty the correct functioning and security of the company; and correct management of GSK's products and materials.
- 3) Have a document's retention policy, in accordance with the terms established by local law or the terms agree with the GSK, the longer between those two.
- 4) Have a process to approve and reject the goods that the company provides to GSK.
- 5) Opportunely communicate any change in the operation and/or service provided to GSK. Prior to its implementation, such changes must be evaluated and approved by GSK.
- 6) Report to GSK any deviation or incident that occurs during any stage of the service that rendered to GSK. The event must be documented, managed and investigated in accordance with a procedure to manage deviations or incidents, including the identification of the event's root cause and the actions conducted to avoid recurrence.
- 7) Have a system to receive, register, manage and investigate the queries or claims that GSK might filed. The Provider must answer to GSK with through a written report, that indicates the results of the investigation and the actions that will be implemented within the following ten (10) working days after receiving the claim.
- 8) Have a procedure to evaluate, select, approve and control its subcontractors.
- 9) Have a procedure for the management of internal and external audits, including the management of reports and findings that arise from the activity. The provider must receive visits and audits requested and scheduled by GSK in a reasonable time.
- 10) Ensured that the personnel involved in providing the services or goods to GSK, have academic preparation, are duly trained and have experience, or a combination of these conditions, to carry out the work assigned. The Provider must have an evaluation and record system for the trainings.
- 11) Before sharing GSK's information with third parties, the provider must consult to the GSK contact whether is authorized or not to show or deliver copies of documents or agreements related to GSK.
- 12) The third party will be evaluated under the following criteria: service time and responses to queries (no later to 10 days after the query was sent); compliance with the delivery time (100%). Additionally, depending on the risk that the provider represents to GSK's operations, it might schedule periodic audits.
- 13) All the materials purchased per the attached purchase order must comply with specifications, drawings, quality agreement (if in place), or any other documentation provided by GlaxoSmithKline.
- 14) The Provider will not change any raw material or any manufacturing process without written approval from GlaxoSmithKline.
- 15) The Provider will not outsource any manufacturing process or part of it without written approval from GlaxoSmithKline.
- 16) Any material supplied to GSK must be produced from an approved supplier's site. If there is a change in the manufacturing location, the change request must be submitted first for GSK approval.

17) The Provider must only accept instructions from a GSK authorized personnel and deliver goods and services to the address established by GSK. The Provider must also alert GSK about any purchase order requested by non-authorized personnel or to be delivered a non-approved address; as well as notify of any incident occurred to the goods.

PAYMENT POLICIES AND GENERAL CONDITIONS

1. This order is subject to total or partial cancellation, without any obligation whatsoever for our company, if the delivery is not made in the conditions and dates mentioned or when the order confirmation is not received at our offices within a three-day period after the delivery date stated in the Purchase Order.
2. Upon delivering the merchandise the following must be presented: Original and copy of the invoice. The invoice must include all legal and fiscal requirements in force as well the PURCHASE ORDER NUMBER in a legible manner. If the merchandise is delivered at GSK warehouses, the invoice(s) must be stamped and signed by our warehouse. Additionally, the GSK Warehouse will electronically receive the merchandise in our information system.
3. Our Purchase Order DOES NOT include SALES TAX; however, your invoice must separately specify the selective consumption tax and Sales Tax when applicable (both in percentage and amount). Additionally, the supplier's registration number in the State's registry of responsible parties.
4. Include in the invoice the payment terms and conditions agreed on and the discounts granted. No invoices will be paid if it does not comply with that specified in this purchase order and as per the payment terms and conditions defined.
5. Merchandise that has not been perfectly packed with clear identification of the supplying company will not be accepted. The merchandise and/or services received in our warehouse or at our offices, or services received by our representatives is subject to revision, thus they will only be accepted by our company when they operate and run at our complete satisfaction at the place of use; therefore, we reserve the right to cancel the order or reject part of the same. In the case of goods and services received at our offices or through our representatives, the requesting Department will proceed with the electronic receipt of the same in our information systems.
6. In the event of rejection, the supplier promises to pick up the material and/or re-supply the service in a period NO greater than ten calendar days, computed as of the date of notice; on the contrary, our company will decide what to do with said material.
7. Delivery of merchandise and/or services must be done at our warehouse, our offices, and/or the place and time indicated by each subsidiary. Delivery of services must be done as agreed on in the previous negotiations and/or stated in the Purchase Order.
8. The payment of the approved invoices will be made as per the hours indicated by each subsidiary.
9. Orders in DOLLARS to be paid in LOCAL CURRENCY, will be paid at the exchange rate of the date on which the purchase requirement was issued and said rate will be frozen for the term of payment agreed on. The aforementioned does not apply to invoices for the supplier's direct exports, requested by GSK.
10. The supplier agrees that the mere receipt of this purchase order and the delivery of the merchandise shall be considered an unconditional and irrevocable acceptance of each and every one of the previous statements.
11. If percentages shall be applied, according to the applicable legislation, for the concept of tax withholding at the origin of payment, these shall be covered by THE SUPPLIER as per the corresponding legislation of the country of origin of the payment.

SHIPPING INSTRUCTIONS

1. For negotiations in CFR, CPT, CIF C&F, CIP, DAP, DDP terms, which imply the export of Goods: Original and a copy of the invoice, Packing List, and Bill of Lading must accompany the shipment. Additionally, a copy of all these documents must be sent by courier to our office(s) at the destination: NO LATER THAN ARRIVAL OF THE MERCHANDISE AT A NATIONAL HARBOR
2. For negotiations in EXW, FAS, and FOB terms, which imply the export of Goods: Original and a copy of the invoice, Packing List, and Copy of the receipt of merchandise by the Transporter, must be sent by courier and received at our office: NO LATER THAN ARRIVAL OF THE MERCHANDISE AT A NATIONAL HARBOR.
3. The invoice must separately indicate all additional expenses (insurance, internal transportation, unloading, etc.) from the value on the merchandise when the terms of the negotiation call for it. Additionally, it shall state: payment terms and conditions, country of origin, packaging standards, tariff item, name of the material according to our purchase order.
4. It is an essential condition of this Purchase Order that any good and/or service provided to GlaxoSmithKline, include satisfactory design and performance specifications, in order to guarantee that no good or service will cease abruptly or produce results that are not valid or correct during the operation of GlaxoSmithKline's businesses, due to reasons related to the operation of the supplier's information systems. Without detriment to any other right GlaxoSmithKline may have in the event of a non-compliance of that stated herein, the Supplier will have 30 calendar days to make all repairs and/or replacements necessary to correct the problem and/or return the money paid by GlaxoSmithKline by this purchase order.

GSK ANTI-BRIBARY AND ANTI-CORRUPTION REQUIREMENTS

The Provider agrees that it shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that it has not, and covenants that it will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting it or GSK in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to Government Officials to secure or expedite a routine or necessary action to which we are legally entitled. For the purpose of this Agreement, "Government Official" (where 'government' means all levels and subdivisions of governments, i.e. local, regional, national, administrative, legislative, executive, or judicial, and royal or ruling families) means: (a) any officer or employee of a government or any department, agency or instrumentality of a government (which includes public enterprises, and entities owned or controlled by the state); (b) any officer or employee of a public international organisation such as the World Bank or United Nations; (c) any officer or employee of a political party, or any candidate for public office; (d) any person defined as a government or public official under applicable local laws (including anti-bribery and corruption laws) and not already covered by any of the above; and/or; (e) any person acting in an official capacity for or on behalf of any of the above. "Government Official" shall include any person with close family members who

are Government Officials (as defined above) with the capacity, actual or perceived, to influence or take official decisions affecting GSK business.

GSK shall be entitled to terminate this Agreement immediately on written notice to The Provider, if The Provider fails to perform its obligations in accordance with this Clause. The Provider 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.

The Provider shall not contact, or otherwise knowingly meet with any Government Official for the purpose of discussing activities arising out of or in connection with this Agreement, without the prior [written] approval of GSK and, when requested by GSK, only in the presence of a GSK designated representative.

The Provider shall inform GSK in writing, if, during the course of this Agreement, it is convicted of or pleads guilty to a criminal offence involving fraud or corruption, or becomes the subject of any government investigation for such offenses, or is listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs.

The Provider represents and warrants that except as disclosed to GSK in writing prior to the commencement of this Agreement: (1) none of their significant shareholders (>25% shareholding) or senior management have influence over GSK's business; (2) no significant shareholders (>25% shareholding), members of senior management team, members of the Board of Directors, or key individuals who will be responsible for the provision of goods / services, are currently or have been in the past two years a Government Official with actual or perceived influence which could affect GSK business; (3) it is not aware of any immediate relatives (e.g. spouse, parents, children or siblings) of the persons listed in the previous subsection (2) having a public or private role which involves making decisions which could affect GSK business or providing services or products to, or on behalf of GSK; (4) it does not have any other interest which directly or indirectly conflicts with its proper and ethical performance of this Agreement; and (5) it shall maintain arm's length relations with all third parties with which it deals for or on behalf of GSK in performance of this Agreement. The Provider shall inform GSK in writing at the earliest possible opportunity of any conflict of interest as described in this Clause that arises during the performance of this Agreement.

GSK shall have the right during the terms of this Agreement to conduct an audit of The Provider's activities under this Agreement to monitor compliance with the terms of this Agreement. The Provider shall cooperate fully with such audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of GSK.

The Provider shall ensure that all transactions under the Agreement are properly and accurately recorded in all material respects on its books and records and each document upon which entries such books and records are based is complete and accurate in all material respects. The Provider must maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-books accounts.

The Provider agrees that in the event that GSK believes that there has been a possible violation of the terms of this Agreement, GSK may make full disclosure of such belief and related information at any time and for any reason to any competent government bodies and its agencies, and to whomsoever GSK determines in good faith has a legitimate need to know.

The Provider shall provide anti-bribery and anti-corruption training to relevant personnel, including any relevant subcontractors, at The Provider who act on behalf of GSK or interact with government officials during the course of any services provided to GSK. The Provider shall provide GSK the opportunity to evaluate the training to determine whether it abides by GSK's standards and shall conduct additional training, as requested by GSK. The Provider, upon request by GSK, shall certify that the anti-bribery and anti-corruption training has taken place.

DERECHOS LABORALES

The Provider represents and warrants, to the best of its knowledge, that in connection with this Agreement, it respects the human rights of its staff and does not employ child labor, forced labor, unsafe working conditions, or cruel or abusive disciplinary practices in the workplace and that it does not discriminate against any workers on any ground (including race, religion, disability, gender, sexual orientation or gender identity); and that it pays each employee at least the minimum wage, provides each employee with all legally mandated benefits, and complies with the laws on working hours and employment rights in the countries in which it operates. The Provider shall be respectful of its employees right to freedom of association and The Provider shall encourage compliance with these standards by any supplier of goods or services that it uses in performing its obligations under this Agreement.

Unless otherwise required or prohibited by law, The Provider warrants that in relation to its performance of this Agreement:

- a) it does not employ engage or otherwise use any child labor in circumstances such that the tasks performed by any such child labor could reasonably be foreseen to cause either physical or emotional impairment to the development of such child
- b) it does not use forced labor in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge original identification papers or monetary deposits on starting work;
- c) it provides a safe and healthy workplace, presenting no immediate hazards to its workers. Any housing provided by The Provider to its workers is safe for habitation. The Provider provides access to clean water, food, and emergency healthcare to its workers in the event of accidents or incidents at The Provider's workplace;
- d) it does not discriminate against any workers on any ground (including race, religion, disability, gender, sexual orientation or gender identity);
- e) it does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;
- f) it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provides each employee with all legally mandated benefits;
- g) it complies with the laws on working hours and employment rights in the countries in which it operates;
- h) it is respectful of its employees right to join and form independent trade unions and freedom of association; and

The Provider is responsible for controlling its own supply chain and shall encourage compliance with ethical standards and human rights by any subsequent supplier of goods and services that are used by The Provider when performing its obligations under this Agreement.

The Provider shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies. In the case of any complaints, The Provider shall report the alleged complaint and proposed remedy to GSK.

GSK reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon The Provider's premises to monitor compliance with the provisions of this Clause [xx], and The Provider shall, subject to compliance with Applicable Laws, provide to GSK any relevant documents requested by GSK in relation thereto.

ENVIROMENT, HEALTH AND SAFETY

The Provider shall:

- (i) Comply with all applicable laws, regulations, licenses, permits, information registrations and restrictions;

- (ii) Implement, or already has implemented, an Environment, Health and Safety (“EHS”) policy and risk-based management system with a commitment to provide a safe and healthy workplace and protect the environment;
- (iii) Ensure there is at least one senior executive with responsibility for EHS and the organisation has access to technical expertise to support the company in meeting EHS legal obligations;
- (iv) Disclose and report proactively to GSK on incidents requiring notification to EHS regulators and any associated fines, prosecutions or civil actions;
- (v) Provide relevant information, education and training to workers on the hazards, risks and controls associated with their job;
- (vi) Provide the physical infrastructure and engineering controls necessary to ensure safe storage, handling and processing of materials and waste in order to protect people, the environment and local communities from harm;
- (vii) Provide and maintain emergency detection systems and an effective response capability; and
- (viii) Cooperate fully with the completion of an onsite EHS audit of the manufacturing facility/premises when requested by GSK.

SANCTIONS

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

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

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

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

PATIENT SAFETY

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

If, in the course of providing the services, the The Provider or any of its contractors is informed or becomes aware of any AE (whether the information relates to the GSK Product by reference to its generic name or by reference to its trade mark) it shall forward such information to GSK.

All AEs must be reported to GSK through “oax74237@gsk.com”, within 24 hours of initial receipt (or next working day if over a weekend).

In no event will personally identifiable information of any patient be provided to GSK in connection with any AE without consent from the respondent.

Personal data of a healthcare professional who has reported an AE under this Agreement may be disclosed to GSK only where that healthcare professional has given their consent for such disclosure.