

ANNEX "A"
GENERAL TERMS AND CONDITIONS OF THE PURCHASE ORDER

Dear Third Party:

There follows a description of the terms and conditions applicable to the operations required by GlaxoSmithKline Argentina S.A. (hereinbelow, "GSK") subject matter of this purchase order (the "Purchase Order"):

TERMS AND CONDITIONS OF THE PURCHASE ORDER (hereinbelow, the "Terms and Conditions")

GENERAL CONSIDERATIONS - ACCEPTANCE

The term "Third Party" shall refer to the vendor designed in the Purchase Order and also include its employees, subcontractors, independent contractors and all those people who perform any kind of work under this Purchase Order, including these Terms and Conditions. The term "Goods" shall refer to the materials, supplies, items and equipment covered by the Purchase Order; the term "Service" shall refer to the work and/or services covered by this order and any pre-existing original agreement between GSK and the Third Party.

This Purchase Order and the terms herein contained and any specification attached hereto, including, without limitation these Terms and Conditions, express the final and complete agreement between the parties regarding what is expressly provided for in these Terms and Conditions, and shall prevail over any oral or written communication related hereto.

The lack of insistence on GSK for performance of any provision herein set forth shall not be deemed as a waiver of such provision or any part thereof.

This Purchase Order shall be effective once five days have elapsed from the date this is received by the Third Party without express rejection by Third Party, understanding that all Terms and Conditions of this Purchase Order have been agreed upon at that time by the Third Party. Each Third Party states and guarantees to the other Party that it has reviewed and is fully aware of the terms in this Purchase Order, that it has had the chance to review such terms with its advisors and that it has accepted this Purchase Order based on its own exclusive criterion and its advisors' recommendation (if the latter case applies). The Parties agree that the "*against proferentem*" principle for interpretation of contracts shall not be applicable for this Purchase Order and that, as a consequence, any ambiguity or inconsistency in the terms hereof shall be resolved in accordance with the most reasonable interpretation and not strictly in favour or against any of the Parties by virtue of the authorship of that clause by either of them.

PRICE – PAYMENT CONDITIONS AND INVOICING

The Prices expressed in this Purchase Order are firm and are not subject to increase without GSK's express consent in writing. The Third Party shall refrain from sending the Goods requested in this Purchase Order if the prices, bonus and/or discounts differ from what will be invoiced, letting GSK know of such situation.

The prices for the Goods or Services do not include the VAT, unless it is indicated otherwise in this Purchase Order.

Payment of an invoice shall not constitute acceptance of Goods or Services and shall be subject to adjustment due to errors, faults, defects in the Goods or Services, damage to GSK for which the Third Party is partially or completely responsible, or any other non-compliance by the Third Party of the requirements of the Purchase Order.

Additionally, and to comply with this commitment, we inform you of the steps to be followed:

- Delivery Documents accompanying the Goods must include the Purchase Order.
- The deliveries shall be made provided there is a Purchase Order sent by GSK's Purchase Department. If there are any differences with the request, or if there is no Purchase Order in the system, the Goods shall not be received. Goods shall be received at _____ from _____ to _____.

All Invoices must be submitted at the "Unique Centre for Invoice Reception" ("*Centro Único de Recepción de Facturas*"), located at Salto 1105.

The Invoice shall include the Purchase Order number.

The Invoices/Debit Notes/Credit Notes may not have a date prior to 4 days at the time of submittal at this "Unique Centre for Invoice Reception".

In case of differences in price or quantity in the Invoice as compared to the corresponding Purchase Order, a new Invoice shall be requested expressing the correct prices/quantities with the date updated. No complementary Credit/Debit Notes shall be received.

Deliveries must be agreed in advance by pone with the _____. At that time, data on the relevant Purchase Order may be checked to avoid inconveniences.

PURCHASE ORDERS IN PESOS

The invoices expressed in pesos may not include any type of adjustment or indexation clause.

PURCHASE ORDER IN FOREIGN CURRENCY

The Invoices and matching documents expressed in foreign currency, shall indicate the Exchange rate used as indicated in the following paragraph.

Payments shall be made in pesos considering the Exchange Rate expressed in the Third Party's Credit Invoice for tax purposes. Payment in these conditions shall not give rise in any case to the issuance of any Debit/Credit Note due to differences in the exchange rate that may occur as from the reference date indicated.

DELIVERY

Time is essential, and the Goods must be received and the Services must be performed on the dates and at the location indicated in the Purchase Order. If the Third Party does not meet that date, GSK may, without limitation of other rights and remedies, order fast shipment, collect the Third Party any excess charges incurred, or cancel the Purchase Order, in whole or in part. All rejected or exceeding Goods and the material with GSK print or identification must be destroyed by the Third Party at its own expense and not sold as in excess, and such action must be accredited to GSK.

Unless specifically expressed otherwise, the Third Party shall be responsible for freight and delivery at the destination specified in this Purchase Order. All freight and delivery charges shall be paid by Third Party.

The Third Party shall bear all risks for losses and damages of Goods until final acceptance by GSK at the location specified in the Purchase Order. Moreover, the Third Party shall bear the same risks regarding the Goods rejected by GSK or those that have not been accepted, from the time of rejection.

RIGHTS

The Third Party authorizes GSK accredited staff to enter its Facilities during working hours, for inspection of the progress and status of works, thus binding to provide GSK with all information requested for such task.

GSK may request the Third Party a certification that shall be considered a sworn statement in relation to the location of the Purchase Order. The Third Party's failure to comply shall be considered a serious fault and shall entitle GSK to termination hereof for cause and claim the damages such an attitude generates.

Despite any inspection or prior payment, all the Goods and Services shall be subject to a final inspection and acceptance by GSK within a reasonable time (until 90 days), from the date of reception at destination.

Any non-compliance by the Third Party shall give GSK right to suspend payments pending in favour to the Third Party due to prior supplies, even if unrelated to this Purchase Order; such amounts shall be withheld as a security for damages caused as consequence of non-compliance.

GUARANTEES

The Third Party guarantees that all Goods and Services provided herein: 1) shall be free from obvious defects in making, material, manufacturing and design (when the design is the Third Party's responsibility); 2) shall comply with the requirements in this Purchase Order, including all specifications included, samples and guarantees given by the Third Party, as well as conditions of quality, quantity, methodology, technical specifications, prices, terms and business conditions previously agreed upon and authorized by GSK; 3) shall be sellable and safe for consumer use, and suitable and sufficient for the purpose thought by GSK; 4) shall be free from any attachment, pledge or any other claim that might affect the free availability thereof; 5) shall not be adulterated or altered and shall not be an article that may not be sold, transported legally or introduce in commerce; 6) shall not infringe the patents, registered trademarks, trade secret, intellectual property of third parties in Uruguay or abroad, GSK having full and exclusive right and authority to disclose and use such information and materials in accordance with the terms and conditions set forth in the Purchase Order; 7) shall be free from any defect or obvious, latent or exhibitory defect. The Third Party waives to the application of the terms of the statute of limitation and termination in Articles 546, 548, 557 and related of the Uruguayan Commercial Code, the Articles 1216, 1222, 1726, 1844 and related of the Uruguayan Civil Code and the Article 37 of the Law N° 17.250, GSK being able to denounce at any time defects or faults in the quality of the Goods and Services provided by the Third Party even in case of latent defects, and even in the case the invoices have been paid and the corresponding receipts have been delivered. In consideration of the Third Party's professionalism and specialty, the Third Party shall be in charge of proving that defects found were found after the delivery date.

The Guarantees above mentioned are added to all other guarantees, express or implied, and shall be applicable without prejudice of any delivery, inspection, acceptance and payment by GSK.

The Third Party Guarantees shall be effective for the time manifested in this Purchase Order (or, if applicable, in the Offer between the parties) or for a year after GSK's acceptance, whichever is longer. These guarantees shall extend to the customers and users of GSK products.

If any Good or Service provided does not meet the Guarantees specified in this Purchase Order, GSK may at its exclusive option: (i) request the Third Party to correct, without cost for GSK, any defective Good or Service by means of repair or replacement within seven days upon notice to the Third Party; (ii) return such Goods to the Third Party, at the Third Party's cost, and recover the price from the Third Party; (iii) correct the defective Goods or Services on its own account and charge the correction costs to the Third Party; (iv) accept the same at a reduced price in all cases, without prejudice to its right to relief for damages caused and the termination of this Purchase Order, although the defects of the Goods or Services can be remediable and the Third Party provides the remedy. GSK reserves the right to change this Purchase Order at any time in writing, and if such change causes an increase or reduction in price or time or delivery of Goods and Services, a fair adjustment shall be made in writing.

INTELLECTUAL PROPERTY – CONFIDENTIAL INFORMATION

When performing this Purchase Order, GSK may disclose to the Third Party, or the Third Party may have Access to, GSK's proprietary information (hereinbelow, the "Information"). The Information includes, without limitation, trade secrets (defined by applicable laws), trademarks, patents, designs and industrial models and any specification, drawing, design or information given by GSK to the Third Party in relation to this Purchase Order, as well as any other information that is valuable to its owner and treated as confidential. GSK's Information shall remain GSK's property. The Third Party shall keep the same as confidential and shall only use it when needed to comply with the

obligation provided for in this Purchase Order. All the originals, summaries and referrals of the Information shall be returned to GSK, except as otherwise requested.

The Third Party, its directors, managers or employees, shall not use either directly or indirectly any of GSK's trademarks or a part thereof, or any trademark or name that is confusedly similar thereto, as part of its company name or commercial name or in any other manner. Moreover, the Third Party, its directors, managers and employees shall not register or attempt to register any of GSK's trademarks or any trademark or name similar thereto, or any patent or research process or any other similar process that is GSK's property or which have been created by virtue hereof, unless GSK so requests in writing. The Third Party, its directors employees may not eliminate, change or delete any of the marks stamped on GSK's products. The Third Party, its directors, managers or employees agree to cooperate with and assist GSK, the expenses being on GSK, in the protection of the trademarks, patents or copyrights owned by or licensed to GSK and undertake to notify GSK immediately when aware of any violation or undue action related to GSK's trademarks, patents or copyrights.

The Third Party agrees that all writings, drawings, designs, trademarks, patents, inventions, improvements, discoveries, developments and, in general, all material protected by the rights of Intellectual Property and all authorship work created, made and/or developed by the Third Party within the provision of Service set forth in the Purchase Order, recordable as copyright or not, patentable or not, including all the world right under patents, copyrights, trade secrets, confidential information or another Intellectual Property right (collectively "Services Product "), are owned exclusively by GSK and shall be treated as confidential information; and the Third Party may not claim in relation thereto beyond the estimated consideration in this Purchase Order, which will be the only and full compensation that GSK shall pay for the Product of the Services. The Third Party states that it has all the titles and rights necessary to recognize on GSK the ownership of the Product of the Services. In virtue thereof, GSK shall be the only owner of any Product of the Services and, therefore, may make any use thereof as deemed convenient, for example, it may, without limitation, assign, transfer to third parties, license and/or allow use thereof in any other manner to companies belonging to the same group of companies and/or third parties. If GSK so requested, and at its expense, the Third Party shall provide all the information and materials, sign all the papers and documents necessary and manage procedures as reasonably necessary to cooperate with GSK to obtain, register, follow-up and defend the patents, copyrights or other relevant rights on behalf of GSK, anywhere in the world. Neither the Third Party nor any of its employees shall have the right to claim GSK any right on the Product of the Services.

Without limitation of GSK's rights and remedies herein set forth, if GSK believes that the Goods and Services provided are likely to be a violation or infringement of a patent, right, registered trademark or any other Property right, GSK may request the Third Party to (i) replace such Goods or (ii) to modify such Goods so that they are under subject to infringement.

ASSIGNMENT

The Third Party may not assign or transfer to third parties, whether for a price or for free, either before or after the Goods have been delivered and/or the Services have been provided, the rights on the invoices and payment instruments in its favour, without GSK's prior written consent. If the Goods and Services are of such a nature that the Third Party is enabled to initiate an attachment on GSK's personal or real property, the Third Party shall submit an attachment release and waiver and all attachment releases applicable to subcontractors and suppliers of materials in a form acceptable to GSK before final payment by GSK.

SUB-CONTRACTING

The Third Party shall not subcontract, delegate or assign any of the rights and obligations originated in this Purchase Order without GSK's prior written consent. The Third Party's failure to comply with the terms in this section shall mean a material violation to this Purchase Order. Any third party or subcontractor accepted by GSK shall submit a resume of the supporting background for the work. The Third Party shall be fully responsible for compliance by subcontractors of the rules applicable, as well as GSK's directives, guidelines and standards set forth herein. In this sense, the Third Party declares under oath that its subcontractors shall meet at all times with the rules, directives, guidelines and standards applicable. Likewise, the Third Party undertakes to audit, and to make sure GSK may audit, its subcontractors, at its own expense, and at its own risk, and to carry out any necessary inspection and checks to ensure compliance by subcontractors of the rules applicable and GSK's policies.

THIRD PARTY'S OBLIGATIONS

If the Services are to be performed on GSK's premises, the Third Party shall comply with all environmental and health and safety rules applicable and the safety then in force at GSK as well as any applicable standards.

The Services provided within GSK must meet GSK's standards for which the Third Party must be trained and sign an agreement related to Health, Safety and Environmental rules, Good Manufacturing Practices rules, and the Quality System in force.

The Third Party shall coordinate with GSK entrance to areas and/or productive processes to meet the requirements of the Quality Management system.

In managing its resources, the Third Party must inform GSK in advance in case of incorporation of new resources for provision of Services at GSK premises.

When applicable, the Third Party shall provide GSK a complete list of all chemical substances, hazardous materials and components in the Goods or used in the performance of the Services herein mentioned and a copy of the Safety Data Sheet for such chemical substances and hazardous materials. The presentation of such list by the Third Party will not release the Third Party from the exclusive responsibility in the safe transport, use, storage and elimination of such material prior to the acceptance by GSK. All chemical substances and hazardous materials brought to GSK's

plant shall bear a label clarifying the identity of the chemical substance or the material and the hazards related thereto.

All the drawings, illustrations, data, material, supplies, equipment, tools, matrixes, templates, devices and moulds provided or paid by GSK, or which have had their cost amortized, shall be exclusively owned by GSK and used by the Third Party only for the Services subject matter to this Purchase Order. Care and maintenance of such property, when in custody and control of the Third Party, shall be considered the Third Party's exclusive responsibility and, at GSK's request, shall be returned to GSK in good conditions, except for natural wear and tear.

If applicable, if the Services provided for in the Purchase Order consist in transporting and/or dispatching Goods, the Third Party shall use routes, highways, roads with police controls, which imply a lower risk of robbery. Transportation vehicles used shall be equipped with satellite tracing against robbery. In face of any robbery or theft, contact GSK immediately reporting the event both by email and by phone. Likewise, within 48 hours, you shall send a report with the following data: (i) code and description of the products robbed/stolen, (ii) lot, (iii) quantities, (iv) event details; (v) origin and destination of the products, transport mode used and security measures (e.g., guards) and (vi) load value.

INDEMNITY

Based on the business relation that binds the Parties, the Third Party undertakes to hold GSK harmless and indemnify GSK, if applicable, at all times, for any personal responsibility, patrimonial responsibility and/or responsibility of any other nature originated in any action, procedure, claim and/or complaint, including without limitation the fees for intervening professionals, as well as any other attempt to act against GSK arising from the Purchase Order. This indemnity includes, without limitation, any damage, judicial or extrajudicial action, claims from employees, subcontractors and/or other third parties related to: (i) failure to comply by Third Party with labour, tax and social security laws and the corresponding collective bargaining agreements in relation to the personnel devoted to the provision of Services as set forth herein; (ii) any claim related with and/or damage generated by the Third Party's personnel while performing the Services set forth in this Purchase Order; (iii) any claim and/or damage the Third Party's personnel suffers while providing the Services set forth in this Purchase Order; and (iv) failure to comply with any of the provisions in this Purchase Order, including without limitation, the duty of confidentiality, the lack of correct management of personal data, and non-compliance with the obligations against corruption set forth herein. Based on this business relation, this indemnity shall remain effective until any current action or potential claim originated without any pending remedy whatsoever.

-The Third Party shall defend, compensate and sustain the innocence of GSK, its affiliated companies, their corresponding shareholders, officers, directors, employees, agents, successors and beneficiaries, from and against any and all claims, trials, actions, responsibility, losses, costs, reasonable fees of legal representatives, expenses, damages whether ordinary, special or consequential arising directly or indirectly from or related to the Third Party's acts, negligence, omission or willful misconduct; (ii) the Goods and Services provided; (iii) infringement of any guarantee of the Third Party or any other term or condition of this Purchase Order; (iv) illicit negligent and unauthorized acts or omissions regarding the use or installation of hazardous materials; (v) a claim that any Good or Service provided violates or embezzles any patent, Property right, trademark, trade secret or any other Intellectual Property interest of a third party; (vi) claim of any attachment, pledge or any charge made by a third party.

Moreover, the Third Party shall be responsible and shall hold GSK harmless of any claim received related to the third parties' information and /or material used by the Third Party in compliance with the Purchase Order, including claims related to the intellectual property rights of such information and material.

INSURANCE

The Third Party shall keep coverage satisfactory to GSK to cover its obligations in this Purchase Order, including without limitation, insurance with the respective minimum limits per incident set forth by law. Upon request, the Third Party shall provide GSK with the insurance certificates showing evidence of such coverage. All these policies shall mention GSK as additional insured. The Third Party shall hold GSK harmless in case the insurance company may, for any reason, reject the coverage or refuse to cover the damages arising from the claim. Likewise, the Third Party shall be responsible for cancelling the insurance hired by the Third Party.

EARLY TERMINATION

At any time, GSK may terminate this Purchase Order, either as a whole or in part without cause, by giving written notice to the Third Party. Before such termination, the Third Party, as specified by GSK, shall stop any work in this Purchase Order, and will cause its Providers and subcontractors to stop the work. The charges on account of such termination shall limit to the actual non-recoverable costs incurred by the Third Party when the latter can prove that they were in fact incurred before the termination date. In no case shall GSK reimburse the Third Party goods, stock or services in excess of those required to meet the terms of delivery. In no case shall such reimbursement include advanced profit for goods not delivered or services not performed.

GSK may terminate this Purchase Order, either as a whole or in part, if the Third Party: (i) does not deliver the Goods or does not perform the Services within the time specified in the Order; (ii) does not replace or correct the defective Goods or Services in accordance with the provisions in this Purchase Order; (iii) does not perform any other provision in this Purchase Order or does not make progress thus putting in risk the performance in accordance with the terms; (iv) declares itself insolvent, files or has filed against itself a petition for bankruptcy or makes a transfer for the benefit of creditors.

GSK remedies and actions shall be cumulative, and the remedies specified shall not exclude any allowed by law or the natural justice. Failure by GSK to exercise any right or action provided for in this Purchase Order shall not constitute and shall not be construed as a general or particular waiver of any action, right or power provided for in the Purchase Order, the law or any other applicable provision.

Under no circumstance shall GSK be responsible for the Third Party's lost income or chance nor be obliged to repair the medium-term or causal consequences invoked.

For any pre-existing original agreement or Purchase Order for an amount of over twenty-five thousand dollars or the amount that GSK sets forth in the future, the Third Party certifies that the Third Party and its directors, attorneys-in-fact or representatives are fully capable, and that there is no restraint of property, attachment or any other injunction relief or request for injunction relief that restricts the free disposal of the assets in relation thereto. The petition for or the determination of an injunction relief proceeding shall be a cause for the automatic termination of this Purchase Order by GSK.

FORCE MAJEURE

GSK shall have the right to suspend any shipment of the Third Party mentioned in the order without any penalty on, or responsibility for, GSK in case of war, disturbances, floods, act of God, fire, a court order, strike, work interruption, act of governmental authority and other causes out of GSK control. GSK shall not be responsible to the Third Party because of its non-acceptance of the shipment of Goods or Services hired herein if this arises from the causes above mentioned.

SEVERABILITY OF PARTIES

The relation between GSK and the Third Party by means of this Purchase Order is that of independent contractors and, in that sense, the Third Party declares and guarantees that it acts on its own account and not as an employee, agent, representative or distributor of GSK and that, except for what has been expressly set forth herein, in no case shall it have the power to represent or oblige GSK in front of third parties or have powers to assume obligations or make statements, expressly or implicitly, on behalf of GSK. Likewise, the Third Party declares expressly and irrevocably that the obligations arising from this Purchase Order shall not be considered a work contract, company, association or *joint venture* with GSK.

LABOR OBLIGATIONS

The obligation which are the subject matter of this Purchase Order shall be met by the Third Party with its own personnel either employed and/or hired by the Third Party for the purpose hereof, at its own expenses and risks. The Third Party undertakes to meet its obligations with prepared personnel to meet the technical requirements and necessary standards for the provision of Services and/or the delivery of the Goods.

The Third Party commits to comply with, fully and on a timely basis abide, all labour laws and regulations, social security laws and regulations as well as collective bargaining agreements applicable to the personnel both employed and/or hired subject to this commercial relation.

In turn, the Third Party guarantees to follow rigorous policies and procedures for selecting and hiring personnel, before their incorporation, including, when applicable on account of the laws in force: (i) identity check; (ii) performance of a psycho-technical assessment and control the valid health card ; (iii) ability check for employment at least through two (2) references of prior employers, one of which shall be the last employer; (iv) check of educational qualification and other abilities, in particular if such ability is required as per the type of service; (v) the review of credit information; (vi) employment check for the last five (5) years (BPS – DGI); (vii) the check of individual's capacity to work in the country; (viii) check of licenses and certifications, when applicable; (ix) check of the domicile at the moment of the hire; (x) check of any other requirement that the laws set forth.

SEVERABILITY OF CLAUSES

In case any provision of this Purchase Order is declared invalid by a relevant law or court, the rest of the provisions will not be affected thereby, and each term and clause not declared invalid or impossible to meet, shall be valid and enforceable to the maximum extent permitted by law.

LABOUR RIGHTS

The Third Party represents and warrants, to the best of its knowledge, that in connection with this Purchase Order, 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 Third Party shall be respectful of its employees right to freedom of association and the Third Party shall encourage compliance with these standards by any supplier of goods or services that it uses in performing its obligations under this Purchase Order.

1.1 Unless otherwise required or prohibited by law, the Third Party warrants that in relation to its performance of this Purchase Order:

a) it does not employ engage or otherwise use any child labour in circumstances such that the tasks performed by any such child labour could reasonably be foreseen to cause either physical or emotional impairment to the development of such child

b) it does not use forced labour 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 Third Party to its workers is safe for habitation. The Third Party provides access to clean water, food, and emergency healthcare to its workers in the event of accidents or incidents at the Third Party'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

1.2 The Third Party 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 Third Party when performing its obligations under this Purchase Order.

1.3 The Third Party 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 Third Party shall report the alleged complaint and proposed remedy to GSK.

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

WITHHOLDING RIGHT

Based on the powers given by law, GSK may withhold from any and all sums that the contractor or GSK intermediary has to collect the corresponding amounts owed by labor and social security obligations.

ABAC - Anti-Bribery & Corruption

1. The Third Party agrees to comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that the Third Party has not, and covenants that it will not, in connection with the performance of this Purchase Order, 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 Purchase Order, "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.

2. GSK shall be entitled to terminate this Purchase Order immediately on written notice to the Third Party, if the Third Party fails to perform its obligations in accordance with this Clause. The Third Party shall have no claim against GSK for compensation for any loss of whatever nature by virtue of the termination of this Purchase Order in accordance with this Clause.

3. The Third Party 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 Purchase Order, without the prior written approval of GSK and, when requested by GSK, only in the presence of a GSK designated representative.

4. The Third Party shall inform GSK in writing, if, during the course of this Purchase Order, the Third Party is convicted of or pleads guilty to a criminal offence involving fraud or corruption or any offence against the Public Administration foreseen within the Chapter I and II of the Title IV of the Uruguayan Criminal Code, 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.

5. The Third Party represents and warrants that except as disclosed to GSK in writing prior to the commencement of this Purchase Order: (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) the Third Party 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) the Third Party does not have any other interest which directly or indirectly conflicts with its proper and ethical performance of this Purchase Order; 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 Purchase Order. The Third Party 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 Purchase Order.

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

7. The Third Party shall ensure that all transactions under the Purchase Order 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 Third Party must maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-books accounts.

8. The Third Party agrees that in the event that GSK believes that there has been a possible violation of the terms of this Purchase Order, 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.

9. The Third Party shall provide anti-bribery and anti-corruption training to relevant personnel, including any relevant subcontractors, at the Third Party who act on behalf of GSK or interact with government officials during the course of any services provided to GSK. The Third Party 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 Third Party, upon request by GSK, shall certify that the anti-bribery and anti-corruption training has taken place.

PRIVACY AND PROTECTION OF PERSONAL DATA

The Third Party shall protect the confidential nature and the security of all personal information of GSK or third parties (hereinbelow, the "Personal Information") by means of suitable safeguards, and if applicable, shall collect, use and process such information in compliance with the Personal Data Protection Act No.18.331 and its Decree N° 414/009, as amended and supplemented (hereinbelow, the "LPDP", acronym in Spanish). The collection, processing, use and disclosure of the Personal Information must be limited to the purposes for which the information was received and for no other purpose or manner, unless GSK reliably indicates so in writing. The LPDP shall be complied with at all times in order to protect people's the privacy right.

GSK is the only owner of the Personal Information provided by GSK to the Third Party, or that the Third Party processes on behalf of GSK. GSK shall have the right at all times to give instructions to the Third Party in relation to the processing of the Personal Information.

The Third Party shall collect and process the Personal Information for the only purpose of rendering the Services subject matter of this Purchase Order, and in particular, it may not (i) process Personal Information for GSK with particular purposes; (ii) create or maintain data obtained from Personal Information for GSK except for the purpose of rendering the Services; (iii) disclose Personal Information processed for GSK to third parties without GSK's prior authorization in writing; (iv) preserve or systematize the clinical/medical background of identifiable patients.

In case GSK authorizes in writing the Third Party to disclose Personal Information to an agent or subcontractor of the latter, the Third Party, before disclosing such information to the agent or subcontractor, shall enter into a written, valid, binding and executable agreement with such agent or subcontractor including the terms and conditions that: (i) are essentially the same as the obligations applicable to the Personal Information contained in this Purchase Order, and (ii) oblige an agent or subcontractor to comply with the terms or conditions of the Purchase Order.

The Third Party: (i) shall perform initial and periodical auditing on the agent's or subcontractor's safeguards and privacy and security practices to make sure they comply with the terms and conditions in this Purchase Order, and (ii) shall inform GSK on the results of such auditing.

The Third Party shall notify GSK immediately and in writing of any circumstance that implies or may imply any data safety violation affecting the Personal Information processed by the Third Party. The term of notice may not exceed five (5) business days as from the occurrence of the data safety violation.

DOCUMENT WITHHOLDING

The Third Party shall make sure all the transactions originated in this Purchase Order is registered in a suitable and accurate manner in its books and records, and that each note or document on which such books or registers is based is complete and accurate. The Third Party shall keep a system of internal accounting controls reasonably designed to make sure no accounts are held out of the books.

The Third Party shall keep all the registries related to this Purchase Order in accordance with the terms set forth in the laws in force, or a minimum term of three years or a longer period upon GSK request.

In case there is any legal affair that requires preservation of certain records, the Third Party shall suspend the destruction of the records as requested by the interested party or any competent authority. GSK shall have the right to inspect, copy and audit the records during the whole document withholding period (even after the performance of the Services subject matter of this Purchase Order), during the Third Party's regular office hours. The Third Party shall widely cooperate in case of any record inspection or auditing.

AUDITING

When making this Purchase Order, GSK may, at its own discretion, and at any time it deems convenient, make auditing related to the Services and compliance with provisions in this Purchase Order, the Third Party not being able to reject such request unreasonably. GSK shall notify the Third Party by any means of the performance of such auditing with, at least, 48 hours in advance to the date provided for that purpose.

The Third Party's silence and/or refusal to the auditing request shall be considered a serious fault and entitle GSK to terminate this Purchase Order for cause and claim the damages such attitude generates.

ABSENCE OF CONFLICT OF INTEREST

The Parties guarantee they have no conflict of interest whatsoever (direct and/or indirect) for appropriate and ethical compliance of their obligations under this Purchase Order. Likewise, they declare that they shall relate with third parties objectively (including Government officials) when they act on behalf of GSK.

SANCTIONS

The Third Party declares and guarantees that it is aware and that, in complying with its obligations by virtue hereof, shall comply at all times and shall not expose to penalties by virtue of the Commercial Sanctions and Controls (that is, all the laws, regulations, orders, directives, appointments, licenses and decisions on sanctions, export controls and anti-boycott in the European Union, the United Kingdom, the United States of America, and any other country with jurisdiction on the activities undertaken in relation to this Purchase Order).

The Third Party declares and guarantees that, at all times, in compliance with its obligations under this Purchase Order, it shall not adopt any measure that makes GSK violate or in any other manner become subject to penalties by virtue of the Sanctions and Commercial Controls.

GSK shall not be obliged to adopt or to refrain from adopting any measure, or requested to submit any information, prohibited or subject to penalties by virtue of Sanctions or Commercial Controls.

GSK may terminate this Purchase Order with immediate effect if, at GSK's sole discretion, the Third Party fails to comply with any of the clauses above or, at GSK's sole discretion, might imply non-compliance or become subject to penalties by virtue of the Sanctions and Commercial Controls (whether existing or not on the date of this Purchase Order or whether or not there has been any other change in the circumstances of those existing on the date of this Purchase Order). If GSK chooses to terminate, it shall not be obliged to make any payment or compensation to the Third Party due to the termination.

The Third Party declares and guarantees that:

a) neither the Third Party or any of its affiliates, or their respective directors, officers, agents or employees is subject to Sanctions (that is (a) is included in the European Union Consolidated List of Designated Parties, kept by the European Union; the Consolidated List of Pre-Judgment Attachment on Assets kept by Your Majesty Treasury (United Kingdom); any other list of designated parties kept by the European Union or its Member States; the United States List of Blocked Nationals and Persons (the "List SDN") or the United States List of Foreign Sanctions Evaders, kept by the Office of Assets Control ("OFAC") of the United States Treasury; the United States List of Entities or Denied Persons, kept by the Bureau of Industry and Security ("BIS") of the United States Trade Department; or any list of parties subject to pre-judgment attachment on assets issued by the United Nations; or

(b) it is 50% or more owned or controlled, either directly or indirectly, by one or more parties in the lists above); it shall not act, in relation to compliance with its obligations under this Purchase Order, for or on behalf of, nor facilitate any activity of or with an Object of Sanctions; and

c) it shall undertake or contract otherwise with, in relation to compliance of its obligations under this Purchase Order, (as sub-distributor, provider, service provider, team member or otherwise), any person or entity that is Object of Sanctions, including, without limitation, by means of: (i) performance, direct or indirect, of payments or other benefits available for a person or entity that is not Object of Sanctions, or (ii) the sale or otherwise the provision, direct or indirect, of Products to a person or entity that is Object of Sanctions.

Moreover, the Third Party declares and guarantees that:

a) it has disclosed to GSK if it is a Party in the List of Executive Order (EO) 13599 (that is, if it is mentioned in the List of US Executive Order 13599 or is 50% or more owned or controlled either directly or indirectly, by one or more Parties of the List of the EO 13599) or a Party of the SSI (that is, included in the United States List of Sector Sanctions Identification or is subject to sector sanctions in the European Union focusing on Russia, or is 50% or more owned or controlled, directly or indirectly, by one or more Parties in the SSI);

b) it shall not act, in relation to compliance of its obligations under this Purchase Order, by or on behalf of, nor facilitate any activity of or with, any Party of the EO 13599 or Party of the SSI without GSK's prior written consent;

c) it shall not undertake or otherwise contract with, in relation to compliance of its obligations under this Purchase Order, (as sub-distributor, provider, service provider, team member or otherwise), any person or entity that is a Part of the List of EO 13599 or a Part of the SSI without GSK's prior written consent;

The Third Party declares that it has provided GSK full and accurate details of the identities of the following parties:

- a) Legal and final beneficiary holders, including all controlling, intermediary and final entities;
- b) Parties exercising legal control thereon;
- c) Its directors;
- d) Its officers and other higher managers;
- e) Financial institutions involved in an activity covered by this Purchase Order;
- f) Its sub-distributors (if applicable by virtue of the terms of this Purchase Order); and
- g) Its subcontractors (if applicable by virtue of the terms in this Purchase Order).

The Third Party shall notify GSK immediately and in writing of any change in the information provided in accordance with the Clauses 1.2 and/or 1.3.

The Third Party also agrees that:

- a) it shall evaluate and make any other due diligence, as applicable, regarding the persons and entities with which it intends to bind or otherwise contract in relation to compliance of its obligations under this Purchase Order to verify that such persons or entities are not Object of Sanctions and to establish if such persons or entities are in the List of Parties of the EO 13599 or SSI; and
- b) it shall immediately notify GSK in writing if any person or entity with which it intends to bind or otherwise contract in relation to compliance with its obligations under this document becomes an Object of Sanctions, a Part of the List of EO 13599, or a Part of the SSI.

To the effects of this clause, it shall be understood that Object of Sanction means any person or entity that is (i) currently subject to any sanctions program managed by the Office of Foreign Assets Control ("OFAC") of the United States Treasury Department, the United States Security Council, the European Union, Your Majesty Treasury or any other relevant authority on sanctions (collectively, "Sanctions"); (ii) is or, in the preceding 12 months has been in violation of or subject to an investigation related to Sanctions (iii) is listed, or is owned or otherwise controlled by a majority, either individually or in total, by one or more parties identified in the List of Specially Designated Nationals or Blocked Persons of the OFAC or any other list of parties designated by the European Union, the United Kingdom or any other relevant authority on sanctions.

ANIMAL WELFARE

1. The Third Party agrees to comply with all relevant statutes, legislation, regulations and guidelines for the care, welfare and ethical treatment of animals in the country where the Study or Services are being performed. The Third Party further agrees to comply with the "3Rs" Principles – reducing the number of animals used, replacing animal with non-animal methods whenever possible and refining the research techniques used. All work must be conducted in adherence to the core principles for animals identified below. Local customs, norms, practices or laws may be additive to the core principles, but the Third Party agrees to comply and shall procure and ensure that those acting for or on behalf of the Third Party (including its subcontractors) comply, as a minimum, with these core principles:

- a. Access to species appropriate food and water,
- b. Access to species specific housing, including species appropriate temperature and humidity levels,
- c. Provision of humane care and a program of veterinary care through guidance of a veterinarian,
- d. Animal housing that minimizes the development of abnormal behaviours,
- e. Adherence to principles of replacement, refinement and reduction in the design of in vivo or ex vivo studies with processes to optimize animal use and to ensure effective population management,
- f. Supported by a relevant scientific justification/rationale, approved by an institutional ethical review process and subjected to independent scientific review,
- g. Commitment to minimizing pain and distress during in vivo and ex vivo studies
- h. Work is performed by staff documented as trained and competent to conduct the procedures for which they are responsible.

2. The Third Party agrees that all Study protocols shall undergo an ethical review, whether or not required by applicable law, and that written documentation confirming ethical review shall be maintained by the Third Party until three (3) years after the termination of this Purchase Order demonstrating that the review was completed. Those records shall be eligible for inspection by GSK upon reasonable notice and shall be promptly provided to GSK upon request, provided that such inspection shall not extend to those parts of the records which the Third Party can demonstrate to be subject to confidentiality arrangements with other customers. The Third Party shall ensure that those acting for or on its behalf (including but not limited to subcontractors) will comply with the obligations identified in this subsection 2.

3. If the Third Party is currently accredited by AAALACi the Contractor agrees to make commercially reasonable efforts to maintain its AAALACi accreditation during the life of this Purchase Order.

4. The Third Party shall conduct Services and GSK Studies only through appropriately trained and qualified staff, and the Third Party agrees to have policies or procedures in place to ensure the qualification and training of its employees. The Third Party shall ensure that those acting for or on its behalf (including but not limited to subcontractors) will comply with the obligations identified in this subsection 4.

5. Upon reasonable advance notice, GSK (or its subcontractor/delegate) shall have the right to inspect the Third Party's records and facilities. The scope of the inspection may include, but need not be limited to, a tour of the facility, the opportunity to view relevant SOPs, training records, building management records, animal health records, ethical review documents, and any other documents reasonably necessary to assess compliance by the Third Party with any of the terms of this Purchase Order provided that such inspection shall not extend to those parts of the records and facilities which the Third Party can demonstrate to be subject to confidentiality arrangements with other customers. To the extent that any significant deficiencies are identified as the result of such inspection, The Third

Party shall endeavour in good faith to take reasonable and practical corrective measures to remedy any such material deficiencies.

6. The Third Party shall promptly provide to GSK information of any significant deficiencies identified having regard to its animal care and welfare programme and any corrective actions taken. The Third Party shall also provide GSK copies of any regulatory enforcement action or inspection findings issued to the Third Party (or subcontractor) and relating to systemic failure in the ethical care and treatment of animals, regardless of whether such enforcement action or inspection finding relates to a Study associated with this Purchase Order. The Third Party shall ensure that those acting for or on its behalf (including but not limited to subcontractors) will comply with the obligations identified in this subsection 6.

7. The Third Party shall have a procedure in place to assess and approve its external suppliers and distributors who supply animals to the Third Party to (i) ascertain and confirm the quality of the animals supplied, (ii) ensure legal requirements for the care and welfare of animals are met and (iii) ensure that only purpose bred animals are used to conduct Studies and provide Services. The distance of suppliers from the Third Party's test facility shall be minimized (where practicable) and transport processes (e.g. stocking densities, carrying crates, food and water) must ensure minimum stress. On arrival, the Third Party shall ensure checks are in place to confirm only healthy animals are used in the Studies. The Third Party shall document the approval of its animal suppliers and distributors, which documentation shall be made available to GSK upon request. GSK shall have the right, but not the obligation, to approve any supplier of non-human primates or other animals, which right may be invoked upon notice to the Third Party.

8. The Third Party shall make and retain complete and systematic written records of the Third Party's business operations in connection with the performance of this Purchase Order, and the Third Party shall retain all such records for a period as required by applicable law or for three (3) years after work is completed under this Purchase Order, whichever is greater. The obligations of this Section shall survive termination of this Purchase Order.

CONFLICT MINERALES.

The Third Party warrants that in relation to its performance of this Purchase Order it does not extract, trade, handle or export mineral ores containing: (i) tin (cassiterite); (ii) tantalum (columbite-tantalite or coltan); (iii) tungsten (wolframite); or (iv) gold (together, "**Conflict Minerals**"), which may have originated directly or indirectly from the Democratic Republic of Congo and neighbouring countries, or otherwise operates a robust auditing process to ensure that any such Conflict Minerals do not originate directly or indirectly from Democratic Republic of Congo and neighbouring countries.

CRISIS Y CONTINUITY MANAGEMENT

The Third Party must have effective crisis management and business continuity (CCM) plans in place which reflect ISO 22301 standards that are ready for use and that include risk assessment and mitigation, authorised response and recovery strategies for impacts to workforce, facilities, technology, and key suppliers, key areas of responsibility and clear communication routes internally and with GSK before a business disruption occurs. The Third Party must update its CCM plan to reflect significant business or organizational changes or every twelve (12) months or less and must test the plan through an exercise or activation every twenty-four (24) months or less. The Third Party must ensure that employees responsible for crisis management and business continuity are trained to implement plans for their areas of responsibility. The Third Party must allow GSK to conduct an assessment of the effectiveness of CCM controls and documents upon mutually agreed dates upon no less than 2 weeks' notice. Following that assessment, the Third Party shall provide their proposed remedial actions to any matters raised by GSK within 2 weeks of GSK's initial written request. The Third Party shall implement any agreed action, including an agreed Time to Recovery for contracted products or services, within 2 months (or otherwise as mutually agreed).

If any business interruption occurs, the Third Party shall:

- Communicate this to GSK as soon as reasonably practicable;
- Implement its business continuity plan and/or crisis management plan (as appropriate);
- Continue to undertake the affected Services in accordance with its business continuity plan and/or crisis management plan (as appropriate); and
- Restore the affected Services to normal within the period laid out in its business continuity plan and/or crisis management plan (as appropriate)

ADVERSE EVENTS

To the effects of this document, an "Adverse Event" shall be any medical occurrence in a patient, associated with the use of GSK Product. "GSK Product" shall mean any research or licensed medical product, prescription product, over-the-counter product, vaccine, biological product or device that is manufactured, marketed, provided or distributed by, or on behalf of, or being developed by, any GSK division or company, in any country in the world.

The rules in force require GSK to report Adverse Events to the competent authorities. If, during the provision of the Services, the Third Party were informed or aware of any Adverse Event, the Third Party shall report that information to the contact person mentioned below in the maximum term of 24 hours (or the following business day if over the weekend).

GlaxoSmithKline Uruguay S.A.

Salto 1105 Montevideo Uruguay

Telephone: 2 419 83 33

Email:

ENVIRONMENT & COMMUNITY

The Third Party 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.

INAPPROPRIATE PROMOTION.

The Third Party shall carry out all activities undertaken in connection with any GSK product, or otherwise under this Purchase Order, in compliance with:

- (i) all applicable laws and regulations;
- (ii) the requirements of the IFPMA code; and
- (iii) applicable local industry codes in case of it exists.

The Third Party shall carry out all activities undertaken in connection with any GSK product, or otherwise under this Purchase Order, in compliance with the Standards of Promotion and Scientific Engagement (Prescription Medicines) for Third Parties, as set out in Schedule, together with such material amendments to such Standards as GSK may notify to The Third Party from time to time. The Third Party will implement an internal compliance framework to ensure compliance with these requirements.

As soon as possible, and in any event within 24 hours of becoming aware, the Third Party shall disclose to GSK conduct by the Third Party or the Third Party employees, or by any the Third Party sub-contractor, agent or its employees, in connection with GSK products or otherwise in connection with this Purchase Order that violates or potentially violates any such laws, regulations, codes, guidelines or standards.

Before any employee of the Third Party, its agent or its sub-contractor engages in activities in respect of GSK products, or otherwise in connection with this Purchase Order, Company shall ensure that such personnel are trained on the requirements set out in Clauses above and certify their understanding of, and agreement to follow, these requirements. The Third Party shall implement refresher training at own cost of all such personnel annually. The Parties may agree to implement the Monitoring Plan.

Any information and materials in whatever form used by the Third Party in connection with the promotion or marketing or sale of GSK products, or otherwise to generate interest in GSK products or the related disease area ("Materials") shall require the prior written approval of GSK. In seeking such written approval of GSK, Company shall submit specimens of all Materials to GSK.

The Third Party will disclose all transfers of value (if any) made by the Third Party to healthcare professionals or healthcare organizations ("HCPs/OHS"), as required by applicable local laws and industry codes of practice.

The Third Party shall comply with the following in connection with the promotion or marketing or sale of GSK products or otherwise the performance of this Purchase Order:

The Third Party will comply with the monetary limits to any hospitality provided to HCPs/OHS.

The Third Party may provide cultural courtesy gifts to HCPs/OHS and provided that this is done in a fully transparent way and is informed to GSK prior to implementation.

The Third Party shall obtain GSK's prior written approval for any proposed engagement of an HCP/OHS that involves a transfer of value to the HCP/OHS, in order to enable GSK to apply its overall cap on HCP payments both to GSK payments and to the Third Party's payments. The Third Party will provide to GSK such information as GSK may require for GSK to disclose such payments in accordance with applicable laws, regulations or industry codes of practice.

If, to enable disclosure of transfers of value in accordance with applicable laws or regulations or industry codes of practice, the consent of the HCP/OHS is required to disclosure, the Third Party shall not engage an HCP/OHS without receiving in advance the HCP/OHS' written consent to such disclosure that will also consent to GSK disclosure.

Third Party] shall comply with the limits for Sampling.

Notwithstanding any other provisions in this Purchase Order, the Third Party acknowledges that all decisions about compensation of its employees remain the exclusive decision of the Third Party subject to its agreement that with effect on and from date hereof, it will in its performance of this Purchase Order (including without limitation, its Promotion and Sale of the Products in the Territory) comply with and ensure its agents and contractors comply with certain GSK principles regarding sales force incentives described here:

- (i) The Third Party acknowledges that while the ultimate type and form of compensation it provides to its Sales Professionals and First Line Sales Leaders remain its exclusive decision, it shall not and shall ensure that its agents and contractors shall not, with effect on and from the date hereof, provide financial incentives (through compensation, including incentive compensation or otherwise) to its Sales Professionals or their First Line Sales

Leaders based on individual sales targets of the Products (*Promoted and Sold by such Sales Professionals or their First Line Sales Leaders under this Purchase Order*) and

(ii) The Third Party shall allow GSK to review its relevant field sales force compensation plan(s) or other relevant document describing performance expectations applicable to Sales Professionals and First Line Sales Leaders for compliance with this provision.

For the purposes of this Clause, the following words shall have the following meanings:

“Sales Professional” means the Third Party Representative whose role includes direct interaction with prescribing customers involving the Products.

“First Line Sales Leader” means the direct manager of the Sales Professional.

SUPPLIERS WHO ARE ALSO CUSTOMERS.

1.1 The fees paid under this Purchase Order are bona fide service fees for the services provided under this Purchase Order. The Third Party agrees that no fees paid by GSK for the services pursuant to this Purchase Order shall be passed in whole or part, directly or indirectly, to any third party as a rebate or discount. Such action, should it occur, will result in the material breach of this Purchase Order. Notwithstanding the foregoing, commercially reasonable payments to a subcontractor who is performing services under the terms of this Purchase Order that meet the criteria for bona fide services are not considered to be a pass-through rebate or discount payments (even if the subcontractor is a GSK customer).

1.2 Fair Market Value. The parties acknowledge and agree that the compensation set forth in this Purchase Order and in any Project Authorization or Statement of Work issued pursuant hereto is, and shall be, the fair market value of the Services, and is not dependent on the volume or value of any referrals, purchases or business otherwise generated between GSK and the Third Party or any of their respective affiliates and shall not obligate the Third Party or any other person to purchase, use recommend or arrange for the use of the GSK's products or those of any organization affiliated with GSK.

NOTICES

To all effects of this Purchase Order, the Parties declare their domiciles at the addresses detailed below, and all judicial and extrajudicial notices sent to these addresses shall be valid:

- GSK: Salto 1105, Montevideo.
- The Third Party: the domicile included in this Purchase Order header.

COMPETENCE AND JURISDICTION

The Purchase Order and any matter related hereto shall be construed in accordance with the law in force in the Uruguay Republic. To all effects arising from the interpretation and compliance hereof, the Parties are subject to the jurisdiction and competence of the Courts in the City of Montevideo.

CODE OF CONDUCT FOR THIRD PARTIES

At GSK, we behave according to the highest ethical standards. We work within a framework of principles, guidelines and policies in line with ethical, social and environmental responsibilities in order to maximize the long-term sustainability of our company and the communities where we run business.

In this sense, GSK makes an effort to relate with third parties who share their commitment with high ethical standards and who act with responsibility and integrity.

In order to strengthen the standards committed, GSK has devised this Code of Conduct for Third Parties and expects those who relate with GSK adhere and comply with such principles, to wit:

Act in full compliance with all the laws, rules and regulations applicable.

Know the cultural differences and challenges related to the construction and application of such principles worldwide, and understand that the procedures to meet these expectations may vary and must be consistent with the laws, values and cultural expectations in the different societies in the world.

Include the principles into a continued improvement approach.

Acceptance of gifts and tokens of appreciation: the practice of the activity may involve occasional tokens of appreciation or gift exchanges of nominal value in connection with the business course. Those who interact with GSK must refrain from giving tokens of appreciation and/or gift of any nature to GSK employees, except when expressly authorized by GSK expressly.

General Principles of the Practice Code: Our intent and actions are moved by our values; focused on the patient, transparency, respect for people and integrity, as well as the Principles of legitimacy of intent, absence of undue influence or conflict of interest, transparency and proportionality.

GSK provides the Confidential Information line No. 0-800-666-0539 or online at www.gsk.com/speakup for employees and third parties that need guidance or want to express any concern regarding the possible violations to GSK's principles or policies or compliance with the law.

Those who use these lines shall remain anonymous if they want to, and the calls may not be tracked, since the company has adopted the necessary measures to prevent callers from being identified by the telephone system.

We ask you not to attempt to investigate on your own. When you call, try to give specific information on the matter you are concerned about, when and where any irregularity allegedly occurred, who was involved and any other detail that makes the investigation easier by GSK.

“Our attitude to corruption is simple: Zero Tolerance”

There is no higher priority for GSK than the ethical conduct of our people. Our main objective is to do more, feel better and live longer. All we do must be for the patient's highest benefit. No matter where we do business, in our interactions with patients, prescribers, third parties and governments, we must live our values, with respect for people, transparency and integrity.

Our commitment is with the ethical conduct in prevention and detection of corruption, therefore, our attitude towards corruption, in all its forms is simple: Zero Tolerance.

Marketing and advertising practices

The material and the marketing and advertising activities shall adjust to high ethical, medical and scientific standards and comply with all the laws and regulations applicable. The material and the advertising activities that are mentioned in third parties' products or services (for example, GSK's competition) shall show such products and services impartially and truthfully.

Management systems

Management systems that make continued improvement and compliance with the expectations of these principles easier shall be used.