

LETTER OF INDEMNITY

To: ***ViiV Healthcare Company***
980 Great West Road
Brentford
Middlesex, TW8 9GS
United Kingdom

Date: _____

Dear Sirs

Letter of indemnity regarding the Licence Agreement in relation to paediatric patients between the Medicines Patent Pool Foundation and _____ dated _____

We refer to the licence agreement in relation to antiretroviral patents between the Medicines Patent Pool Foundation and ourselves, _____ (the “**Licensee**”) dated _____ (the “**Licence Agreement**”) under which the Licensee was granted a licence relating to the Patents (as such term is defined under the Licence Agreement).

It is noted that ***ViiV Healthcare Company*** and or its Affiliates (together “**ViiV**”) own the rights, title and interest in and/or is the licensee of the Patents.

Unless the contrary intention appears, a word or expression used in this letter shall have the same meaning as given to that word or expression under the Licence Agreement.

The Licensee hereby agrees that:

- (a) notwithstanding anything contained in the Licence Agreement, it does not have a right of sublicense under the Licence Agreement; and
- (b) it shall be responsible for and undertakes to indemnify ViiV and its Affiliates in respect of any and all liability, costs, damages and expenses (including, but not limited to, legal costs) (“**Losses**”) incurred by ViiV and/or its Affiliates arising out of, or in connection with: (i) any breach of the Licence Agreement by the Licensee or any of its Affiliates; and/or (ii) the Licensee’s exercise of its rights pursuant to the Licence Agreement (including for the avoidance of doubt any product liability claim relating to the Products manufactured by or on behalf of Licensee pursuant to this Agreement), provided that the indemnification obligation established in this Letter of Indemnity shall not apply to the extent such Losses arise out of negligence or wilful misconduct by ViiV and/or its Affiliates.

The parties hereby agree that the provisions of annex 1 hereto shall apply and, further, the Licensee hereby represents and warrants in the terms of the representations and warranties set out in annex 1 hereto.

This letter and any non-contractual obligations arising out or in connection with it shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this letter

(including a dispute relating to any non-contractual obligations arising out of or in connection with this letter) and the parties submit to the exclusive jurisdiction of the English courts.

This letter shall be executed and take effect as a deed and may be executed in any number of counterparts.

Please acknowledge your agreement to the above by executing the enclosed copy of this letter as a deed and returning a copy to the Licensee at its address above.

Yours faithfully

EXECUTED as a DEED by)
_____)
acting by:)
in the presence of:) Director

Witness's signature:

Name:

Address:

.....

We acknowledge our agreement to the above:

.....)
EXECUTED as a DEED by)
VIIV HEALTHCARE COMPANY)
acting by:)
in the presence of:) Director

Witness's signature:

Name:

Address:

.....

ANNEX 1

ANTI-CORRUPTION

1. The Licensee acknowledges receipt of GSK's 'Prevention of Corruption – Third Party Guidelines' and agrees to perform its obligations under the Licence Agreement in accordance with the principles set out therein.
2. The Licensee shall comply fully at all time with all applicable laws and regulations, including but not limited to applicable anti-corruption laws, of the Territory.
3. The Licensee agrees that it has not, and covenants and that it will not, in connection with the performance of the Licence Agreement, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value, directly or indirectly: (i) to any individual including Government Officials (as defined below); or (ii) to an intermediary for payment to any individual including Government Officials; or (iii) to any political party. It is the intent of the parties that no payments or transfers of value shall be made, promised, authorised, ratified or offered with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of securing an improper advantage or obtaining or retaining business.

For the purpose of this Clause "**Government Official**" means: (a) any officer or employee of a government or any department, agency or instrument of a government; (b) any person acting in an official capacity for or on behalf of a government or any department, agency, or instrument of a government; (c) any officer or employee of a company or business owned in whole or part by a government; (d) any officer or employee of a public international organisation such as the World Bank or United Nations; (e) any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or (f) any candidate for political office.

4. Except in the routine course of business, the Licensee shall not contact, or otherwise meet with any Government Official with respect to any transactions required under the Licence Agreement, without the prior written approval of ViiV and, when requested by ViiV, only in the presence of a ViiV designated representative.
5. The Licensee represents that it has not been convicted of or pleaded guilty to a criminal offence, including one involving fraud, corruption, or moral turpitude in the Territory.
6. The Licensee represents and warrants that except as disclosed in writing: (a) it does not have any interest which directly or indirectly conflicts with its proper and ethical performance of the Licence Agreement; and (b) it shall maintain arms length relations with all third parties (including government officials) with which it deals in performance of the Licence Agreement.
7. ViiV shall have the right during the term of the Licence Agreement to conduct an investigation and audit of the Licensee to monitor compliance with the terms of this annex 1. The Licensee shall cooperate fully with such investigation or audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of ViiV.
8. The Licensee shall ensure that all transactions under the Licence 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 Licensee shall maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-books accounts.

9. The Licensee agrees that ViiV may make full disclosure of information relating to a possible violation of the terms of the Licence Agreement at any time and for any reason to any competent government bodies and its agencies, and to whomsoever ViiV determines in good faith has a legitimate need to know.
10. ViiV shall be entitled to require the Licensee to procure the termination of the Licence Agreement immediately on written notice to the Licensee, if the Licensee fails to perform its obligations in accordance with this annex 1. The Licensee shall have no claim against ViiV for compensation for any loss of whatever nature by virtue of the termination of the Licence Agreement in accordance with this annex 1. To the extent (and only to the extent) that applicable law provide for any such compensation to be paid to the Licensee upon the termination of the Licence Agreement, the Licensee hereby expressly agrees to waive (to the extent possible under the laws of the territory) or to repay to ViiV any such compensation or indemnity.