

THIRD PARTY CONFERENCE/MEETING SPONSORSHIP REQUEST

This form is to request support from Gilead Sciences Pty Ltd for a Third Party led event. This event will be coordinated and run by the Group nominated below. Gilead will have no input into the content of the materials and presentations used at this event, except as part of the sponsorship benefit

Please note a letter including the information requested in this form may also be submitted in lieu of this form for consideration and that Gilead may not be able to support all requests due to the volume received.

Third Party Meeting Details

| | | | |
|---------------------|--------|----------|-----------------------------------|
| Group Name | | | |
| ABN (if applicable) | | | |
| Name of Event/s | | | |
| Number | Single | Multiple | <i>(please indicate how many)</i> |
| Proposed Date/s | | | |

Educational Program Details

As a member of Medicines Australia, Gilead Sciences will consider supporting medical education events with the objective of providing current, accurate and balanced medical education in an ethical and professional manner. Please outline how the proposed educational program will meet the enhancement of medical knowledge and quality use of medicines.

| | | | |
|--|---------------------------------------|------------|---|
| Proposed topic/s or attach agenda <small>(If topic unknown, please give an indication of general meeting purpose and educational content. Eg. Infectious Diseases clinical case discussion)</small> | | | |
| Event Type <small>(eg. Masterclass, Symposium, Workshop, Meeting, Training program, Conference etc)</small> | | | |
| Educational Objective | | | |
| Proposed speaker/s if known | | | |
| Anticipated number of attendees | Educational content duration in hours | | |
| Professional affiliations of attendees | Physician/Consultant | S100 GP | GP |
| | Nurse | Pharmacist | Other HCP <small>(please specify)</small> |

Venue Details

Proposed venue/s are to be in suitable facilities to support the provision of education (e.g. private room with audio-visual facilities) and conform to professional and community standards of ethics and good taste under the guidance of Medicines Australia. Venues or locations well-known for leisure, sporting or recreational facilities are not able to be considered.

If funds are for a series of meetings at potentially varied locations, please list all venues to be considered

| Venue Name | Location/URL |
|------------|--------------|
| | |
| | |
| | |
| | |

Funding Requested and Payment Details

| | | | | | |
|--|---|--|----|------------------------|----|
| Single Partner Sponsorship Requested | | Multiple Partner Sponsorship Requested | | | |
| | | Other Sponsoring Partner/ Company: | | | |
| Payment recipient | Venue/Restaurant Institute/Group | | | | |
| Choose and complete ONE of the following options: | | | | | |
| Option 1: Requested total amount, without breakdown | Sum Total: \$ | Including GST | | Excluding GST | |
| Option 2: Requested total amount, with breakdown | Costs to Support the following: <i>(based on receipted actuals)</i> | | | | |
| Food & Beverage per person* | \$ | AV Hire | \$ | Speaker Fees | \$ |
| Room Hire | \$ | Parking | \$ | Other <i>(details)</i> | |
| Sum Total for Option 2 | \$ | Including GST | | Excluding GST | |

*Please note that Gilead will consider support of food and beverage per person up to a maximum of \$100 AUD (excluding GST).

In return for the provision of the financial support requested, Gilead sponsorship will be acknowledged and Gilead will receive the following additional benefits:

| | | |
|-----------------|------------------------------------|--|
| Please indicate | Meeting attendance of Gilead staff | Gilead logo printed on meeting materials/website |
| | Space for Gilead booth/ stand | Gilead presentation slot |
| | Other <i>(please specify)</i> | |
| | | |

This request is made by an authorised representative on behalf of:

| | | | |
|------------|--|-------|--|
| Group Name | | | |
| Signed | | Date | |
| Name | | Title | |
| Email | | | |
| Address | | | |

Gilead Privacy Statement

Gilead is committed to protecting the privacy of your personal information and complies with the Australian Privacy Act 1988 (Cth) to ensure that your personal information is protected. Gilead handles all of your personal information in accordance with Gilead's Privacy Policy and Personal Information Collection Statement which have been provided to you and/or can be accessed at <http://www.gilead.com/about/worldwide-operations/australia>. From time to time, Gilead may also provide you with marketing material about Gilead's products and services including by email, SMS and telephone call and you consent to Gilead using your personal information for this purpose. If you do not want to receive information about Gilead products or services, you can withdraw your consent as any time by contacting the Privacy Officer at Gilead's address below or by unsubscribing using an unsubscribe facility in an email or SMS. If you have any queries about how Gilead handles your personal information or would like to access or correct your personal information, please write to: Privacy Officer, Gilead Sciences Pty Ltd, Level 6, 417 St Kilda Road, Melbourne, 3004.

THIRD PARTY SPONSORSHIP STANDARD TERMS AND CONDITIONS

1. Sponsorship Terms

You must only submit a Sponsorship Application and agree to receive the Sponsorship if You agree to these Sponsorship Terms. By submitting a Sponsorship Application or by accepting Gilead's Sponsorship, You will be deemed to have agreed to these Sponsorship Terms unless otherwise agreed in writing by Gilead and signed by the parties.

Gilead is unable to support in full or in part all Sponsorship Applications received due to the volume of worthy requests that are received each year. Gilead will only be bound by these Sponsorship Terms if Your Sponsorship Application is accepted by Gilead in part or in full and Gilead issues a Sponsorship Acceptance to You.

These Sponsorship Terms are additional to, and must be read with, Your Sponsorship Application and the Sponsorship Acceptance. These Sponsorship Terms apply from the date of the Sponsorship Acceptance until the completion of the Purpose. Clauses 9, 10, 11 and 13 survive expiration of the Sponsorship.

2. Purpose of Sponsorship

Gilead agrees to provide You the Sponsorship set out in Your Sponsorship Acceptance solely for the Purpose, in exchange for You providing Gilead the Sponsorship Benefits.

The receipt of Sponsorship support from Gilead, whether financial or otherwise, will impose no obligation on You to promote or otherwise encourage the prescription, recommendation, purchase, supply, sale or administration of the products of Gilead.

Any financial support provided by Gilead under the Sponsorship is not being conferred to improperly influence, pay or provide benefits to any government official involved in the prescription, purchase or use of Gilead products.

3. Payment of Sponsorship Amount

You will issue Gilead or its nominee an invoice for the Sponsorship amount in accordance with the payment frequency and instalments (if any) set out in the Sponsorship Acceptance. Gilead or its nominee will pay the Sponsorship amount to Your nominated bank account or Your authorized third party's bank account within 30 days of receipt of a valid invoice.

4. Sponsorship Benefits

The parties acknowledge and agree that the Sponsorship Benefits provided in exchange for the Sponsorship are fair market value and reasonable.

Where the Sponsorship Benefits include the right for Gilead to provide branding, prepare materials, speak or display at an event relevant to the Purpose, Gilead will be responsible for preparing and the compliance of all such Gilead branding and materials.

To the extent required for the Sponsorship Benefits, You must allow Gilead and its authorised personnel reasonable access to the premises for such presentation or display.

5. Responsibility and Liability for Sponsorship Purpose

Except for Gilead's materials or activities that are part of the Sponsorship Benefits, You are solely responsible and liable for all goods, services, permissions, contracts, insurance and other third parties relevant to the Purpose.

6. Medical Review of Materials

If requested by You, Gilead will reactively review any scientific materials about Gilead's products for medical accuracy.

7. Acknowledgement of Support

The support and/or involvement of Gilead for the Sponsorship Purpose must be acknowledged by You and made clear to the audience and/or included in all relevant materials created by you for the Purpose using the Gilead logo and words like the below:

"Supported by Gilead Sciences" or "Sponsored by Gilead Sciences"

The use of Gilead Trademark and/or form of statements may vary depending on the nature of the materials as agreed in writing (including email) by the parties.

8. Intellectual Property

Nothing in these Sponsorship Terms affects the pre-existing intellectual property rights of either party which will continue to be owned by the party contributing such rights. Except for Gilead materials created as part of the Sponsorship Purpose which will be owned by Gilead, all new intellectual property rights created for the Purpose will be owned by the relevant party creating such rights.

Where the Purpose or Sponsorship includes use of the Gilead Trademarks:

- (a) Gilead grants You a non-exclusive, non-sub-licensable, royalty free licence to the Gilead Trademark, solely for the purposes of, and solely to the extent necessary and for the limited time necessary to fulfil the Purpose; and
- (b) You must obtain Gilead's prior written approval for any materials which will be published using the Trademark, so that Gilead can confirm these comply with Gilead's internal Trademark use requirements.

Where the Sponsorship Benefits include use of Your Trademark You grant Gilead a non-exclusive, non-sub-licensable, royalty free licence to use Your Trademark, solely for the purposes of, and solely to the extent necessary to utilise the Sponsorship Benefits for the limited time necessary to fulfil the Purpose.

9. Confidential Information

Each party must keep the other party's non-public and proprietary information strictly confidential and not directly or indirectly disclose that confidential information to any other person without the prior written approval of the other party (except as required by law, regulation or expressly intended for the Purpose).

Each party must take all reasonable steps to keep secure all confidential information of the other party coming into its possession or control and to use such confidential information solely for the Sponsorship Purpose.

The obligations of confidentiality do not apply to any information that is generally available to the public (other than by reason of a breach of this Agreement) or to the extent that confidential information is required to be disclosed by any applicable law or regulation.

10. Privacy

Each party must comply with all Privacy Laws for the collection, storage, use and disclosure of Personal Information as required for the parties to comply with their obligations under this Agreement. Each

party will be responsible for determining and monitoring its own compliance with all applicable Privacy Laws.

Each party must not do anything with any Personal Information collected by it in connection with this Agreement that will cause the other party to breach any Privacy Laws.

The parties must co-operate to resolve any privacy complaint relevant to information collected or disclosed under this agreement.

11. Compliance

All activities and materials generated as a result of the Sponsorship Purpose and the Sponsorship Benefits must comply with Australian laws and regulations and the MA Code, including applicable anti-bribery laws, fair competition laws, privacy laws and advertising laws relating to medicines, such as the prohibition on advertising of prescription only medicines inconsistent with the approved label and uses and to the general public.

12. Warranties

You warrant that:

- (a) You have received any permissions required to provide the Sponsorship Benefits to Gilead and receive the Sponsorship from Gilead;
- (b) performance of this Agreement will not breach any agreements or obligations You have with any third party;
- (c) Neither You or Your representatives are the subject of any investigation or legal action regarding an offence under any applicable anti-corruption laws, regulations or codes of practice including any ethical violation, professional misconduct or negligence; and
- (d) You will disclose to Gilead any conflict of interest arising out of the Sponsorship.

13. MA Code

If the Sponsorship will be paid to any healthcare professional organisation or health consumer organisation, this clause 13 will apply.

You acknowledge and agree that Gilead will use and disclose Personal Information, including details of the payments or transfers of value received through this Sponsorship to the extent necessary to comply with Gilead's public disclosure and transparency obligations under the MA Code.

This may include publication of Your or Your personnel's Personal Information (to the extent such information is required to comply with Gilead's transparency obligations under the MA Code) at <http://www.gilead.com/about/worldwide-operations/australia> for 3 years from the date of publication of that information by Gilead, as well as disclosure of this information to Medicines Australia and its contractor for the purpose of recording transfers of value made to healthcare practitioners on Medicines Australia's Central Reporting System.

Gilead will give you an opportunity to review and submit corrections to Your or Your personnel's Personal Information to be disclosed for Gilead to comply with transparency obligations under the MA Code before Gilead publishes that information.

All Sponsorship provided by Gilead to You will comply with the MA Code, including any limits applicable to travel, accommodation and hospitality. You agree to comply with any terms of the MA Code applicable to You.

14. Termination

If the Purpose is not completed for reasons beyond Your reasonable control or if the Sponsorship has not been applied (in whole or in part) for the Purpose, Gilead may in its discretion:

- (a) terminate the Sponsorship and the Agreement; and
- (b) require You to repay any portion of the Sponsorship which has not been applied to any non-cancellable costs for the Purpose.

15. Tax

You will be solely responsible for all tax returns and payments required to be filed with or made with respect to the Sponsorship and receipt of funding under this Agreement. Unless otherwise indicated, all Sponsorship amounts are expressed as exclusive of GST and all withholding taxes agreed in the Sponsorship Acceptance, which Gilead will pay to You or on Your behalf as required by applicable laws.

16. Interpretation

In these Sponsorship Terms, the following definitions apply unless context requires otherwise:

Agreement means the agreement between the parties, comprising of your Sponsorship Application, Your Sponsorship Acceptance and these Sponsorship Terms. To the extent of any inconsistency, the following descending priority order will apply: Sponsorship Acceptance, these Sponsorship Terms and your Sponsorship Application solely to the extent necessary to resolve the inconsistency.

Gilead means Gilead Sciences Pty Ltd.

MA Code means the Medicines Australia Code of Conduct.

Personal Information has the same meaning as in the *Privacy Act 1988* (Cth).

Privacy Laws means all laws relating to the privacy, confidentiality or use of any information about individuals, including the *Privacy Act 1988* (Cth).

Purpose means the Sponsorship project or event set out in the Sponsorship Application.

Sponsorship means the financial or non-financial benefit to be provided to You as set out in this Sponsorship Application and confirmed in the Sponsorship Acceptance.

Sponsorship Acceptance means the letter or other written communication from Gilead notifying you of its approval of the Sponsorship Application for the Purpose.

Sponsorship Application means Your application for Gilead to provide You with financial or non-financial benefits.

Sponsorship Benefits means the goods or services to be provided to Gilead, as set out in this Sponsorship Application and confirmed or varied in the Sponsorship Acceptance.

Sponsorship Terms means these terms and conditions.

Trademark means a party's logo, trademark or business name.

You means the organisation or entity specified in the related Sponsorship Application and Sponsorship Acceptance.

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