

Undertaking to the Australian Competition and Consumer Commission

Given under section 87B of the *Competition and
Consumer Act 2010* (Cth) by **GlaxoSmithKline
plc** and its subsidiary **GlaxoSmithKline
Australia Pty Ltd ACN 100 162 481**

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1. Person giving the Undertaking

- 1.1. This Undertaking is given to the Australian Competition and Consumer Commission (ACCC) by GlaxoSmithKline plc and its subsidiary GlaxoSmithKline Australia Pty Ltd (ACN 100 162 481) (together referred to as GSK in this Undertaking).

2. Background

The parties to the proposed acquisition

GSK

- 2.1. GlaxoSmithKline plc is a diversified pharmaceutical and healthcare company registered in the United Kingdom. It is a publicly owned company and is listed on the London Stock Exchange and the New York Stock Exchange. GlaxoSmithKline plc and its subsidiaries have commercial operations in more than 150 countries, with a network of 86 manufacturing sites in 36 countries and large research and development centres in the United Kingdom, United States of America, Spain, Belgium and China.
- 2.2. In Australia, GSK supplies a variety of human vaccine products, including MenACWY (meningococcal) Vaccines, marketed as *Mencevax* and *Nimenrix*.

Novartis

- 2.3. Novartis AG (Novartis) is a diversified pharmaceutical and healthcare company registered in Switzerland. It is a publicly owned company and is listed on the SIX Swiss Exchange and the New York Stock Exchange. Novartis currently has commercial operations in more than 150 countries, with 109 manufacturing sites.
- 2.4. In Australia, Novartis supplies a variety of human vaccines products, including the MenACWY Vaccine marketed as *Merveo*.

The Proposed Acquisition

- 2.5. On 22 April 2014, GlaxoSmithKline Plc and Novartis announced that they had signed a definitive agreement, under which GlaxoSmithKline Plc proposes to acquire Novartis' global human vaccines business, excluding Novartis' global human influenza vaccines business (Proposed Acquisition).

The ACCC's review

- 2.6. On 8 October 2014, the ACCC commenced its public review of the Proposed Acquisition.
- 2.7. The ACCC undertook market inquiries and considered information provided by the parties to the Proposed Acquisition, industry participants and others. The purpose of the ACCC's inquiries was to assess whether the Proposed Acquisition would have the effect, or be likely to have the effect, of substantially lessening competition in any market in Australia in contravention of section 50 of the Act.

The ACCC's competition concerns

- 2.8. The ACCC was concerned that in the absence of this Undertaking, the Proposed Acquisition would be likely to raise competition concerns in the market for the supply of meningococcal vaccines in Australia (Relevant Market).
- 2.9. The ACCC's market inquiries indicated that Novartis was a relatively new but significant entrant in the market for the supply of vaccines in Australia and was considered an important competitive constraint to GSK and one other competitor in the Relevant Market. Market participants considered that barriers to entry were high for the development and commercialisation of vaccines and that there was unlikely to be new entry in the foreseeable future. The ACCC therefore considered that in the absence of the Undertaking the Relevant Market would consist of only two competitors for the supply of meningococcal ACWY vaccines post-acquisition.
- 2.10. The ACCC was therefore concerned that in the absence of this Undertaking, Novartis' *Menveo* product would cease to compete as a close competitor independently of GSK and therefore that the Proposed Acquisition would remove the competitive impact of one of GSK's two closest competitors for the distribution of meningococcal ACWY vaccines in Australia.
- 2.11. GSK does not consider that the Proposed Acquisition will, or would be likely to, substantially lessen competition in the Relevant Market or any other market in Australia. However, in order to address the competition concerns outlined above, GSK voluntarily provided this Undertaking pursuant to section 87B of the Act and made submissions to the ACCC on the basis of the existence of this Undertaking. GSK has not therefore made submissions to the ACCC to respond to the points raised by the ACCC in the paragraphs identified above, and the ACCC therefore considered the likely competitive effects of the Proposed Acquisition taking account of this Undertaking.

Commitments to the European Commission

- 2.12. On 28 November 2014, GSK notified the European Commission of the Proposed Acquisition.
- 2.13. On 7 January 2015, GSK submitted the proposed EC Commitments to the European Commission, setting out the terms upon which GSK will divest the Divestiture Business.
- 2.14. This Undertaking incorporates the EC Commitments to divest or procure the divestiture of the Divestiture Business to a purchaser approved by the ACCC.

Objective

- 2.15. The objective of this Undertaking is to address the ACCC's competition concerns as set out above that might otherwise arise as a consequence of the Proposed Acquisition. The Undertaking aims to achieve this objective by requiring GSK to:
- (a) ensure that the Divestiture Business is sold to an Approved Purchaser;
 - (b) ensure that the Divestiture Business, as sold to an Approved Purchaser, is capable of being a viable, effective, stand-alone, independent and long term competitor for the supply of MenACWY Vaccines in Australia;
 - (c) ensure that the purchaser of the Divestiture Business has all the necessary assets and rights to compete effectively with GSK in the Relevant Market;

- (d) maintain the economic viability, marketability, competitiveness and goodwill of the Divestiture Business prior to divestiture; and
- (e) provide for the effective oversight of GSK's compliance with this Undertaking.

3. Commencement of this Undertaking

3.1. This Undertaking comes into effect when:

- (a) this Undertaking is executed by GSK; and
 - (b) this Undertaking so executed is accepted by the ACCC
- (the Commencement Date).

4. Cessation of Ongoing Obligations

Withdrawal

- 4.1. GSK may request withdrawal of this Undertaking pursuant to section 87B of the Act at any time. This Undertaking is taken to be withdrawn on the date the ACCC consents in writing to that withdrawal.

Revocation

- 4.2. The ACCC may, at any time, revoke its acceptance of this Undertaking if the ACCC becomes aware that any information provided to it was incorrect, inaccurate or misleading.

Waiver

- 4.3. The ACCC may, at any time, expressly waive in writing any of the obligations contained in this Undertaking or extend the date by which any such obligation is to be satisfied.

Survival

- 4.4. Unless and until this Undertaking is withdrawn in accordance with clause 4.1, clauses 1, 2, 3, 4, 8, 9, 11, 12, 13, 14 and 15 survive completion of the obligations in clauses 5, 6 and 7.

5. Undertakings

EC Commitments

- 5.1. On and from the Control Date, GSK must comply with the EC Commitments as they relate to the divestiture of the Divestiture Business. The EC Commitments will be interpreted in accordance with the applicable laws of interpretation in the EEA.

Divestiture only to an Approved Purchaser

- 5.2. GSK must, after the Control Date, complete the divestiture of the Divestiture Business only to an Approved Purchaser.

6. Process for approving a proposed purchaser

Provision of a notice for a Proposed Purchaser

- 6.1. To seek ACCC approval for a Proposed Purchaser, GSK or the Approved Divestiture Agent must provide the ACCC with a notice in the form prescribed in Schedule 2 to this Undertaking (Proposed Purchaser Notice), including the Sale and Purchase Agreement and any Ancillary Agreement.
- 6.2. GSK must use all reasonable endeavours to provide the Proposed Purchaser Notice no later than 20 Business Days before the end of the First Divestiture Period or the end of the Trustee Divestiture Period, (as relevant).
- 6.3. If GSK is unable to provide the Proposed Purchaser Notice in accordance with clause 6.2, GSK must provide the Proposed Purchaser Notice as soon as practicable and at the latest by the date that the Proposed Purchaser is required to be notified to the European Commission under the EC Commitments.

Approval of a Proposed Purchaser

- 6.4. The ACCC shall have the discretion to approve or reject in writing the Proposed Purchaser identified in the Proposed Purchaser Notice.
- 6.5. Without limiting the ACCC's discretion, in making the decision pursuant to clause 6.4, the factors to which the ACCC may have regard include whether the:
 - (a) Sale and Purchase Agreement and any Ancillary Agreement is consistent with this Undertaking and otherwise acceptable to the ACCC;
 - (b) Proposed Purchaser will complete the transaction as contemplated by the Sale and Purchase Agreement;
 - (c) Proposed Purchaser is independent of GSK;
 - (d) Proposed Purchaser is of good financial standing;
 - (e) Proposed Purchaser has an intention to maintain and operate the Divestiture Business as a going concern in Australia;
 - (f) Proposed Purchaser is able to conduct the Divestiture Business effectively in Australia; and
 - (g) divestiture of the Divestiture Business to the Proposed Purchaser will address any competition concerns of the ACCC, including in relation to the likely long-term viability and competitiveness of the Divestiture Business under the ownership of the Proposed Purchaser.
- 6.6. The ACCC may revoke an Approved Purchaser's status as the Approved Purchaser if the ACCC becomes aware that any information provided to it was incorrect, inaccurate or misleading.

7. Further undertakings

Closing Period

- 7.1. GSK must ensure that Closing takes place within a period not exceeding 3 (three) months after the approval of the Proposed Purchaser by both the ACCC and the European Commission (Closing Period).
- 7.2. The ACCC may extend the Closing Period by providing written notice to GSK prior to the expiry of the Closing Period.
- 7.3. In the event:
 - (a) GSK or the Approved Purchaser is required to obtain a Foreign Divestiture Clearance and, for this reason the Closing is prevented from occurring within the Closing Period; and
 - (b) the ACCC accepts GSK's submissions showing that it has been seeking the Foreign Divestiture Clearance in good faith,

then the ACCC will extend the Closing Period until GSK receives all required Foreign Divestiture Clearances and will notify GSK of this in writing.

Appointment of Divestiture Trustee

- 7.4. GSK must procure that the terms of appointment of the Divestiture Trustee include obligations to the effect that the Divestiture Trustee must divest the Divestiture Business only to an Approved Purchaser approved by the ACCC (in accordance with clause 6 of this Undertaking) with the Divestiture Trustee acting in place of GSK.
- 7.5. GSK must provide the ACCC with a copy of the executed terms of appointment of the Divestiture Trustee within 5 (five) Business Days of execution.

Provision of copies of reports

- 7.6. GSK must procure that the Monitoring Trustee provide to the ACCC a copy of each report (including any confidential version) provided to the European Commission that indicates the progress of GSK's compliance with the EC Commitments within 3 (three) Business Days of providing such a report to the European Commission.
- 7.7. GSK must procure that the Divestiture Trustee provide to the ACCC a copy of each report (including any confidential version) provided to the European Commission that indicates the progress of the divestiture process in relation to the EC Commitments within 3 (three) Business Days of providing such a report to the European Commission.

8. Jurisdiction

- 8.1. GlaxoSmithKline plc submits to the jurisdiction of the Federal Court of Australia in relation to this Undertaking.
- 8.2. Notwithstanding clause 13.2, unless and until notified in writing by GSK Australia Pty Ltd to the ACCC of the appointment of another person as agent within Australia, GlaxoSmithKline plc irrevocably appoints GSK Australia Pty Ltd as its agent for the purposes of any service of process in relation to this Undertaking.

9. Disclosure of Undertaking

- 9.1. GSK acknowledges that the ACCC may:
- (a) make this Undertaking (excluding the EC Commitments) publicly available;
 - (b) publish this Undertaking (excluding the EC Commitments) on its Public Section 87B Undertakings Register; and
 - (c) from time to time publicly refer to this Undertaking (excluding the content of the EC Commitments).
- 9.2. If the EC Commitments become publicly available, the ACCC may publish the Undertaking (including the EC Commitments) in full on its website.
- 9.3. Nothing in this Undertaking prevents the ACCC from disclosing such information as:
- (a) is required by law;
 - (b) is permitted by section 155AAA of the Act;
 - (c) is necessary for the purpose of enforcement action under section 87B of the Act; or
 - (d) necessary for the purpose of making such market inquiries as the ACCC thinks fit to assess the impact on competition arising in connection with this Undertaking.
- 9.4. Nothing in clause 9.1 prevents the ACCC from using the information contained in this Undertaking for any purpose consistent with its statutory functions and powers.

10. Provision of information to the ACCC

- 10.1. GSK must notify the ACCC in writing of the occurrence of each of the following events within two Business Days after the date the event occurs:
- (a) the Control Date; and
 - (b) the Closing date.
- 10.2. GSK must provide the ACCC with a copy of the Sale and Purchase Agreement and any Ancillary Agreement within two Business Days after that agreement is executed.
- 10.3. GSK must respond in a timely manner to any questions or requests for information or documents made by the ACCC about this Undertaking.
- 10.4. The ACCC may request information from the Monitoring Trustee or the Divestiture Trustee directly at any time.
- 10.5. In respect of GSK's compliance with this Undertaking, the ACCC may direct GSK to, and GSK must:
- (a) furnish information to the ACCC in the time and substantially in the form requested by the ACCC;

- (b) produce documents and materials to the ACCC within GSK's custody, power or control in the time and in the form requested by the ACCC; and/or
 - (c) attend the ACCC at a time and place appointed by the ACCC to answer any questions the ACCC (its Commissioners, its staff or its agents) may have.
- 10.6. Any direction made by the ACCC under Clause 10.5 will be notified to GSK, in accordance with Clause 13.2.
- 10.7. In respect of GSK's compliance with this Undertaking, the ACCC may request the Monitoring Trustee or the Divestiture Trustee to furnish information, produce documents and materials to the ACCC that may be within the Monitoring Trustee or the Divestiture Trustee's custody, power or control in the time and form requested by the ACCC.
- 10.8. GSK will use its best endeavours to ensure that the Monitoring Trustee and the Divestiture Trustee comply with any request from the ACCC in accordance with Clauses 10.4 and 10.7.
- 10.9. The ACCC may in its discretion:
 - (a) advise the Monitoring Trustee or the Divestiture Trustee of any request made by it under this clause 10; or
 - (b) provide copies to the Monitoring Trustee or the Divestiture Trustee of any information furnished, documents and material produced or information given to it under this clause 10.
- 10.10. Nothing in this clause 10 or in any other provision of this Undertaking requires the provision of information or documents in respect of which GSK has a claim of legal professional privilege.

10. Obligation to procure

- 10.1. Where the performance of an obligation under this Undertaking requires a Related Body Corporate of GSK to take or refrain from taking some action, GSK will procure that Related Body Corporate to take or refrain from taking that action.

11. No Derogation

- 11.1. This Undertaking does not prevent the ACCC from taking enforcement action at any time whether during or after the period of this Undertaking in respect of any breach by GSK of any term of this Undertaking.
- 11.2. Nothing in this Undertaking is intended to restrict the right of the ACCC to take action under the Act for penalties or other remedies in the event that GSK does not fully implement and/or perform its obligations under this Undertaking or in any other event where the ACCC decides to take action under the Act for penalties or other remedies.

12. Costs

- 12.1. GSK must pay all of its own costs incurred in relation to this Undertaking.

13. Notices

Giving Notices

- 13.1. Any notice or communication to the ACCC pursuant to this Undertaking must be sent to:

Email address: mergers@acc.gov.au
Attention: Executive General Manager
Merger and Authorisation Review Division

With a copy sent to: mergersucu@acc.gov.au
Attention: Director, Undertakings Compliance Unit
Coordination and Strategy Branch
Merger and Authorisation Review Division

- 13.2. Any notice or communication to GSK pursuant to this Undertaking must be sent to:

Name: GlaxoSmithKline Plc
Address: 436 Johnston Street, Abbotsford, Vic 3067
Email Address: laura.m.ljubanovic@gsk.com
Attention: Ms Laura Ljubanovic

With a copy sent to:

Name: Norton Rose Fulbright Australia
Address: 225 George Street, Sydney 2000
Email Address: martyn.taylor@nortonrosefulbright.com
Attention: Dr Martyn Taylor

- 13.3. If sent by post, notices are taken to be received three Business Days after posting (or seven Business Days after posting if sent to or from a place outside Australia).
- 13.4. If sent by email, notices are taken to be received at the time shown in the email as the time the email was sent.

Change of contact details

- 13.5. GSK must notify the ACCC of a change to its contact details within three Business Days.
- 13.6. Any notice or communication will be sent to the most recently advised contact details and subject to clauses 13.3 and 13.4, will be taken to be received.

14. Defined terms and interpretation

Definitions in the Dictionary

- 14.1. A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Part 1 of Schedule 1 (Dictionary), has the meaning given to it in the Dictionary; or
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

Interpretation

14.2. Part 2 of Schedule 1 sets out rules of interpretation for this Undertaking.

Executed as an Undertaking

Executed by GlaxoSmithKline Plc by its authorised signatory:



Signature

Subesh Williams, SVP, Global Corporate Development

Name and Title

22 Jan 2015

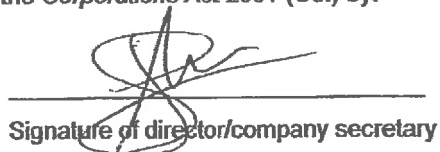
Date

Executed by GlaxoSmithKline Australia Pty Limited

ACN 100 162 481 pursuant to section 127(1) of the Corporations Act 2001 (Cth) by:



Signature of director



Signature of director/company secretary

Geoff McDonald

Name of director (print)

Johann Folscher

Name of director/company secretary (print)

22 Jan 2015

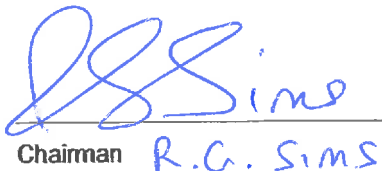
Date

22 Jan 2015

Date

Accepted by the Australian Competition and Consumer Commission pursuant to section 87B of the Competition and Consumer Act 2010 on: _____

And signed on behalf of the Commission:



Chairman R.G. Sims

29/1/15

Schedule 1 – Dictionary and interpretation

1. Dictionary

ACCC means the Australian Competition and Consumer Commission.

Act means the *Competition and Consumer Act 2010* (Cth).

Agreements means any contract, arrangement or understanding, including any contract, arrangement or understanding to renew, amend, vary or extend any contract, arrangement or understanding.

Ancillary Agreement means an agreement relating to, and/or necessary for the operation of, the Divestiture Business (such as a technical support or transitional supply agreement) that is entered into in connection with the Sale and Purchase Agreement.

Approved Purchaser means the purchaser approved by the ACCC under clause 6.4 of this Undertaking.

Associated Entity has the meaning given by section 50AAA of the Corporations Act.

Business Day means a day other than a Saturday or Sunday on which banks are open for business generally in the Australian Capital Territory.

Closing has the meaning given in the EC Commitments.

Closing Period has the meaning provided in clause 7.2.

Commencement Date means the date described in clause 3.1 of this Undertaking.

Control Date means the date on which the Proposed Acquisition is completed.

Corporations Act means the *Corporations Act 2001* (Cth).

Divestiture Business means GSK's global MenACWY Vaccines business as defined in the EC Commitments.

Divestiture Trustee has the meaning given in the EC Commitments.

EC Commitments means the commitments made by GSK, and formally accepted by the European Commission, in relation to the divestiture of the Divestiture Business on terms substantially in the form of those submitted to the European Commission by GSK on 9 January 2015 and enclosed at confidential Schedule 3.

EEA means the Member States of the European Union and Norway, Iceland and Liechtenstein.

Entities Connected has the meaning given by section 64B of the Corporations Act.

First Divestiture Period has the meaning given in the EC Commitments.

Foreign Divestiture Clearance means an approval from a competition authority in any relevant jurisdiction to the closing of the divestiture of the Divestiture Business with an Approved Purchaser.

GSK has the meaning given in clause 1.1 of this Undertaking.

Holding Company has the meaning given by section 9 of the Corporations Act.

MenACWY Vaccines means quadrivalent vaccines for meningococcal serogroups A, C, W and Y.

Monitoring Trustee has the meaning given in the EC Commitments.

Proposed Acquisition is defined in clause 2.5 of this Undertaking.

Proposed Purchaser means a person named in a Proposed Purchaser Notice.

Proposed Purchaser Notice has the meaning given to it in clause 6.1 of this Undertaking.

Public Mergers Register means the ACCC's public register of merger clearances, available at www.accc.gov.au.

Public Section 87B Undertakings Register means the ACCC's public register of section 87B undertakings, available at www.accc.gov.au.

Related Bodies Corporate has the meaning given to it by section 50 of the *Corporations Act 2001* (Cth).

Related Entities has the meaning given to it by section 9 of the *Corporations Act 2001* (Cth).

Related Parties has the meaning given to it by section 228 of the *Corporations Act 2001* (Cth).

Sale and Purchase Agreement means the final sale and purchase agreement relating to the divestment of the Divestiture Business, executed with the Proposed Purchaser.

Subsidiary has the meaning given by section 9 of the Corporations Act.

Trustee Divestiture Period has the meaning given in the EC Commitments.

Undertaking is a reference to all provisions of this document, including its schedules and as varied from time to time under section 87B of the Act.

2. Interpretation

2.1 In the interpretation of this Undertaking, the following provisions apply unless the context otherwise requires:

- (a) a reference to this Undertaking includes all of the provisions of this document including its schedules;
- (b) headings are inserted for convenience only and do not affect the interpretation of this Undertaking;
- (c) if the day on which any act, matter or thing is to be done under this Undertaking is not a Business Day, the act, matter or thing must be done on the next Business Day;
- (d) a reference in this Undertaking to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any

subordinate legislation or regulations issued under that legislation or legislative provision;

- (e) a reference in this Undertaking to any company includes its Related Bodies Corporate;
- (f) a reference in this Undertaking to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced;
- (g) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Undertaking;
- (h) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (i) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (j) a word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders;
- (k) a reference to the words 'such as', 'including', 'particularly' and similar expressions is to be construed without limitation;
- (l) a construction that would promote the purpose - or object - underlying the Undertaking (whether expressly stated or not) will be preferred to a construction that would not promote that purpose or object;
- (m) material not forming part of this Undertaking may be considered to:
 - (i) confirm the meaning of a clause is the ordinary meaning conveyed by the text of the clause, taking into account its context in the Undertaking and the competition concerns intended to be addressed by the Undertaking and the clause in question; or
 - (ii) determine the meaning of the clause when the ordinary meaning conveyed by the text of the clause, taking into account its context in the Undertaking and the purpose or object underlying the Undertaking, leads to a result that does not promote the purpose or object underlying the Undertaking;
- (n) in determining whether consideration should be given to any material in accordance with paragraph (m), or in considering any weight to be given to any such material, regard must be had, in addition to any other relevant matters, to the:
 - (i) effect that reliance on the ordinary meaning conveyed by the text of the clause would, have (taking into account its context in the Undertaking and whether that meaning promotes the purpose or object of the Undertaking); and
 - (ii) need to ensure that the result of the Undertaking is to completely address any ACCC competition concerns;
- (o) the ACCC may authorise the ACCC Mergers Review Committee, a member of the ACCC or a member of the ACCC staff, to exercise a decision making

function under this Undertaking on its behalf and that authorisation may be subject to any conditions which the ACCC may impose;

(p) in performing its obligations under this Undertaking, GSK will do everything reasonably within its power to ensure that its performance of those obligations is done in a manner which is consistent with promoting the purpose and object of this Undertaking;

(q) a reference to:

(i) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;

(ii) a party includes its successors and permitted assigns; and

(iii) a monetary amount is in Australian dollars.

Schedule 2 – Proposed Purchaser Notice Form

Please note in relation to information given on or in relation to this form, giving false or misleading information is a serious offence.

The completed form with requested documents attached may be provided to the ACCC using the following method:

Email

Subject line: Proposed Purchaser Notice – Undertaking given by GlaxoSmithKline
Address: mergers@accc.gov.au
Attention: Executive General Manager - Merger and Authorisation Review Division

With an email copy sent to:

Address: mergersucu@accc.gov.au
Attention: Director, Undertakings Compliance Unit Merger Coordination and Strategy Branch, Merger and Authorisation Review Division

- 1) In relation to the Proposed Purchaser, please provide the following information:
 - (a) Name of the Proposed Purchaser.
 - (b) Address:
 - (c) Contact name:
 - (d) Telephone number.
 - (e) Other contact details:
- 2) Please attach a submission containing the following information to this form:
 - (a) a description of the business carried on by the Proposed Purchaser including the locations in which the Proposed Purchaser carries on its business.
 - (b) details of the Proposed Purchaser's experience in the relevant market/s.
 - (c) the names of the owner/s and the directors of the Proposed Purchaser.
 - (d) a section addressing the factors set out in clause 6.5 of this Undertaking, including any information adverse to the Proposed Purchaser, in the power, possession or control of GSK.
 - (e) details of any of the following types of relationships between GSK and the Proposed Purchaser or confirmation that no such relationship exists whether within Australia or outside of Australia:
 - (i) GSK and the Proposed Purchaser are Associated Entities;
 - (ii) GSK is an Entity Connected with the Proposed Purchaser;
 - (iii) the Proposed Purchaser is an Entity Connected with GSK;
 - (iv) GSK and the Proposed Purchaser are Related Entities;
 - (v) GSK and the Proposed Purchaser are Related Parties;

- (vi) any Related Party, Related Entity or Entity Connected with GSK is a Related Party, Related Entity or Entity Connected with the Proposed Purchaser;
- (vii) GSK and the Proposed Purchaser have a contractual relationship or had one within the past three years, other than those attached to this form;
- (viii) the Proposed Purchaser is a supplier of GSK or has been in the past three years;
- (ix) GSK is a supplier of the Proposed Purchaser or has been in the past three years; and
- (x) any other relationship between GSK and the Proposed Purchaser that allows one to affect the business decisions of the other.

3) Please also attach to this form:

- (a) Sale and Purchase Agreement for approval by the ACCC in accordance with this Undertaking.
- (b) any Ancillary Agreements in connection with the Sale and Purchase Agreement.
- (c) any documents required to support the information provided by GSK pursuant to this form.

Confidential Schedule 3 – EC Commitments
