

Notification to Supplier who provides GlaxoSmithKline Far East B. V. Taiwan Branch (hereafter referred to as "GSK") with Goods or Services: Supplier should read the following terms and conditions carefully. Upon providing Goods or Services as requested by a Purchase Order issued by GSK, you agree to the General Terms and Conditions ("GTC") below. In the event that you have signed with GSK an agreement specific for the transaction carried by the Purchase Order and that conflicts exist between such agreement and this GTC, then the clauses of such agreement shall govern.

1. Supplier shall confirm all information set forth in the Purchase Order, including the delivery date, delivery destination, item description, quantity, unit price and buyer's company title, and deliver goods according to the Purchase Order.
2. In the event of any delay of the delivery made by Supplier, the penalty charge will be 5% of the total amount of such Purchase Order per day. GSK shall be entitled to ask Supplier to pay the penalty or directly deduct it from the payment made to Supplier. Supplier shall not have any objection hereof.
3. If the quality of goods provided by Supplier does not meet the requirements of GSK's Quality Department, GSK has the right to reject delivery or request exchange or deduction, and Supplier shall indemnify GSK against any losses and damages it may suffer arising from the supply of unqualified goods.
4. Supplier shall indemnify and hold GSK harmless from and against any claims, suits, charges, penalty, liabilities, damages, compensation, costs and expenses (including but not limited to the attorneys' fees) which may arise from any third party claims of patent, trademarks or copyrights infringement of the goods provided by Supplier in any country.
5. Payment term: Supplier shall mail Purchase Order, invoice (with PO No.) and relevant documents to 24F, No. 66, Sec.1, Zhong Xiao W. Rd., Taipei 100, Taiwan (Attend: GSK Financial Department) for payment application. All payment will be made by GSK within 90 days from the day of receipt of the invoice by GSK Financial Department. However, if the payment due date falls on a bank non-working day, the payment will be made on the next bank working day.
6. The intellectual property rights to any design of goods arising from the performance by Supplier under this Purchase Order shall belong to GSK. Supplier shall have no objection hereof.
7. If any confidential information of GSK or GSK's affiliates (including but not limited to product, finance, business strategy, brand marketing plan and etc.) is acquired or known by Supplier and/or its personnel, Supplier and/or its personnel acknowledges and warrants that you will keep these information confidential, without obtaining any prior approval from GSK, any disclosure of such confidential information to any third party is prohibited. Any breach of this Clause will subject to not only civil and criminal liabilities but also compensation liability for any loss or damages on GSK or GSK's affiliates.
8. Supplier shall be liable for and agrees to indemnify and hold GSK completely harmless from and against any and all liabilities, claims, suits, actions, losses, costs, reasonable attorney's fees and expenses, judgments or damages arising out of or in any way connected with Supplier, and/or its officers, employees, agents, representatives, or subcontractors: (a) acts, omissions, negligence, misconduct, or dishonesty in connection with the performance of its obligations under this Purchase Order; (b) breach of a representation, warranty and/ or covenant, or failure to perform its obligations hereunder; (c) violating any law, regulation, statute or ordinance.
9. Anti-corruption Provisions
 - (1) Supplier agrees that it shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that it has not, and covenants that it will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting it or GSK in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to Government Officials to secure or expedite a routine or necessary action to which we are legally entitled. For the purpose of this Agreement, "Government Official" (where 'government' means all levels and subdivisions of governments, i.e. local, regional, national, administrative, legislative, executive, or judicial, and royal or ruling families) means: (a) any officer or employee of a government or any department, agency or instrumentality of a government (which includes public enterprises, and entities owned or controlled by the state); (b) any officer or employee of a public international organisation such as the World Bank or United Nations; (c) any officer or employee of a political party, or any candidate for public office; (d) any person defined as a government or public official under applicable local laws (including anti-bribery and corruption laws) and not already covered by any of the above; and/or; (e) any person acting in an official capacity for or on behalf of any of the above. "Government Official" shall include any person with close family members who are Government Officials (as defined above) with the capacity, actual or perceived, to influence or take official decisions affecting GSK business.
 - (2) GSK shall be entitled to terminate this Agreement immediately on written notice to Supplier, if Supplier fails to perform its obligations in accordance with this Clause 9. Supplier shall have no claim against GSK for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause 9.
 - (3) [Do not use this clause if the engagement requires legitimate interactions with Government Officials.] Supplier shall not contact, or otherwise knowingly meet with any Government Official for the purpose of discussing activities arising out of or in connection with this Agreement, without the prior written approval of GSK and, when requested by GSK, only in the presence of a GSK designated representative.
 - (4) Supplier shall inform GSK in writing, if, during the course of this Agreement, it is convicted of or pleads guilty to a criminal offence involving fraud or corruption, or becomes the subject of any government investigation for such offenses, or is listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs.
 - (5) Supplier represents and warrants that except as disclosed to GSK in writing prior to the commencement of this Agreement: (1) none of their significant shareholders (>25% shareholding) or senior management have influence over GSK's business; (2) no significant shareholders (>25% shareholding), members of senior management team, members of the Board of Directors, or key individuals who will be responsible for the provision of goods / services, are currently or have been in the past two years a Government Official with actual or perceived influence which could affect GSK business; (3) [he/she/it] is not aware of any immediate relatives (e.g. spouse, parents, children or siblings) of the persons listed in the previous subsection (2) having a public or private role which involves making decisions which could affect GSK business or providing services or products to, or on behalf of GSK; (4) [he/she/it] does not have any other interest which directly or indirectly conflicts with its proper and ethical performance of this Agreement; and (5) it shall maintain arm's length relations with all third parties with which it deals for or on behalf of GSK in performance of this Agreement. Supplier shall inform GSK in writing at the earliest possible opportunity of any conflict of interest as described in this Clause 9 that arises during the performance of this Agreement.
 - (6) GSK shall have the right during the terms of this Agreement to conduct an audit of Supplier's activities under this Agreement to monitor compliance with the terms of this Agreement. Supplier shall cooperate fully with such audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of GSK.
 - (7) Supplier shall ensure that all transactions under the Agreement are properly and accurately recorded in all material respects on its books and records and each document upon which entries such books and records are based is complete and accurate in all material respects. Supplier must maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-books accounts.

- (8) Supplier agrees that in the event that GSK believes that there has been a possible violation of the terms of this Agreement, GSK may make full disclosure of such belief and related information at any time and for any reason to any competent government bodies and its agencies, and to whomsoever GSK determines in good faith has a legitimate need to know.
- (9) Supplier shall provide anti-bribery and anti-corruption training to relevant personnel, including any relevant subcontractors, at Supplier who act on behalf of GSK or interact with government officials during the course of any services provided to GSK. Supplier 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. Supplier, upon request by GSK, shall certify that the anti-bribery and anti-corruption training has taken place.
- (10) Supplier shall in all interactions with Government Officials identify that it acts on behalf of GSK and shall at all times during the term of this Agreement maintain (separately from any of its business records not relating to this Agreement) a log documenting all interactions with Government Officials of behalf of GSK or in relation to the activities arising out of or in connection with this Agreement to include, at least, the following information: (i) the title of the Government Official with whom they interacted; (ii) the location and context in which such interaction took place; (iii) the subject matter of the said interaction; and (iv) whether any transfer of value to the Government Official was made or offered and a description of the same. Supplier shall provide a copy of the log referred to above to GSK upon receipt of a request to do so from GSK and, in any event, no less frequently than every six (6) months during the term of this Agreement.
10. Conflict Minerals
The Supplier warrants that in relation to its performance of the 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.
11. Crisis & Continuity Management
Supplier 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. Supplier 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. Supplier must ensure that employees responsible for crisis management and business continuity are trained to implement plans for their areas of responsibility. Supplier 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, Supplier shall provide their proposed remedial actions to any matters raised by GSK within 2 weeks of GSK's initial written request. Supplier 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, Supplier 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)
12. Environment, Community, Health and Safety
- A. The Supplier shall comply with all applicable laws, regulations, licenses, permits, information registrations and restrictions;
 - B. 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;
 - C. 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;
 - D. disclose and report proactively to GSK on incidents requiring notification to EHS regulators and any associated fines, prosecutions or civil actions;
 - E. provide relevant information, education and training to workers on the hazards, risks and controls associated with their job;
 - F. 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;
 - G. provide and maintain emergency detection systems and an effective response capability; and
 - H. cooperate fully with the completion of an onsite EHS audit of the manufacturing facility/premises when requested by GSK.
13. Labour Rights
- (1) Unless otherwise required or prohibited by law, Supplier warrants that in relation to its performance of the 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 papers or deposits on starting work;
 - C. it provides a safe and healthy workplace, presenting no immediate hazards to its employees. Any housing provided by Supplier to its employees is safe for habitation. Supplier provides access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents at Supplier's workplace;
 - D. it does not discriminate against any employees 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
- (2) Supplier 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 Supplier when performing its obligations under the Purchase Order.
- (3) Supplier 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, Supplier shall report the alleged complaint and proposed remedy to GSK.
- (4) GSK reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon Supplier's premises to monitor compliance with the provisions of this Clause, and Supplier shall, subject to compliance with Applicable Laws, provide to GSK any relevant documents requested by GSK in relation thereto.
14. Human Safety information
- (1) During the contact duration if the Supplier or any of its sub-contractors are informed or becomes aware of an Adverse Event (AE) or related human safety information (whether the information relates to the GSK Product by reference to its generic name or by reference to its trade mark) it shall forward such information to GSK. All AE and human safety information must be reported to GSK through phone (+886-2-23126836) or email

(oax40892@gsk.com), within 24 hours of initial receipt (or next working day if over a weekend).

- (2) Adverse Event (AE) and related human safety information is defined as information relating to human health and/or wellbeing arising following exposure of humans to GSK products such as adverse event information.
- (3) It is against GSK Policy for personally identifiable information of any patient be provided to GSK in connection with any AE without consent from the respondent. Personal data of a healthcare professional who has reported an AE under this Agreement may be disclosed to GSK only where that healthcare professional has given their consent for such disclosure.
- (4) Supplier or its contractors shall conduct appropriate checks (e.g. e-mail, or fax notification) to confirm that the AEs that it sends GSK were sent without error. If a failure notification is received, Supplier or its contractors shall immediately re-send the AE and take reasonable steps to ensure the same does not occur again.
- (5) Supplier is responsible to follow all local regulations for reporting of safety events.
- (6) Upon termination of the contract Supplier is responsible to submit all AEs and supporting documentation as required.

15. Sanctions

- (1) Supplier represents and warrants that it is aware of and, in carrying out its obligations under Purchase Order, will comply at all times with and not become exposed to penalties under Sanctions & Trade Controls (i.e., all sanctions, export control, and anti-boycott laws, regulations, orders, directives, designations, licenses, and decisions of the European Union, the United Kingdom, the United States of America, and of any other country with jurisdiction over activities undertaken in connection with this Agreement).
- (2) Supplier represents and warrants that at all times, in the performance of its obligations under The Purchase Order, it will not take any action that causes GSK to violate or otherwise become exposed to penalties under any Sanctions & Trade Controls.
- (3) GSK shall not be required to take or refrain from taking any action, nor shall it be required to furnish any information, that would be prohibited or penalizable under any Sanctions & Trade Controls.
- (4) GSK may terminate the Purchase Order with immediate effect if in GSK's sole discretion, Supplier breaches any the foregoing clauses or, in GSK's sole discretion, GSK's performance of its obligations pursuant to the Purchase Order may breach or be penalizable under Sanctions & Trade Controls (whether or not in existence at the date of the Purchase Order and whether or not there have been any other changes in circumstance from those that existed at the date of the Purchase Order). If GSK terminates this Agreement pursuant to this clause, it shall not be obliged to make any payments, indemnify, or otherwise provide compensation to Supplier subsequent to the termination of the Purchase Order.
- (5) Supplier represents and warrants that:
 - A. neither it nor any of its Affiliates nor any of its or their respective directors, officers, agents, or employees is a Sanctions Target (i.e., is (a) listed on the EU Consolidated List of Designated Parties, maintained by the European Union; the Consolidated List of Asset Freeze Targets, maintained by HM Treasury (UK); any other list of designated parties maintained by the EU or its Member States; the U.S. List of Specially Designated Nationals and Blocked Persons (the "SDN List") or the U.S. Foreign Sanctions Evaders List, maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); the U.S. Entity List or the U.S. Denied Persons List, maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"); or any list of parties subject to asset-freezing measures issued by the United Nations; or (b) is 50% or more owned or controlled, directly or indirectly, by any one or more parties on the foregoing lists);
 - B. it will not act, in connection with the performance of its obligations under the Purchase Order, for or on behalf of, or facilitate any activity of or with, any Sanctions Target; and
 - C. it will not engage or otherwise deal with, in connection with the performance of its obligations under the Purchase Order, (whether as a sub-distributor, a supplier, a service provider, a member of the team or otherwise), any person or entity which is a Sanctions Target, including but not limited to by: (i) making, directly or indirectly, any payments or other benefits available to any person or entity which is a Sanctions Target, or (ii) selling or otherwise supplying, directly or indirectly, any Products to any person or entity which is a Sanctions Target.
- (6) Supplier further represents and warrants that:
 - A. it has disclosed to GSK whether it is an EO 13599 List Party (i.e., is listed on the U.S. Executive Order 13599 List or is 50% or more owned or controlled, directly or indirectly, by any one or more EO 13599 List Parties) or an SSI Party (i.e., is listed on the U.S. Sectoral Sanctions Identifications List or is subject to EU sectoral sanctions targeting Russia, or is 50% or more owned or controlled, directly or indirectly, by any one or more SSI Parties);
 - B. it will not act, in connection with the performance of its obligations under this Agreement, for or on behalf of, or facilitate any activity of or with, any EO 13599 Party or SSI Party without consent in writing from GSK;
 - C. it will not engage or otherwise deal with, in connection with the performance of its obligations under this Agreement, (whether as a sub-distributor, a supplier, a service provider, a member of the team or otherwise), any person or entity which is an EO 13599 List Party or an SSI Party without consent in writing from GSK;
- (7) Supplier represents that it has provided to GSK complete and accurate details of the identities of the following parties:
 - A. its legal and ultimate beneficial owners, including all intermediate and ultimate parent entities;
 - B. any parties that exercise legal control over it;
 - C. its directors;
 - D. its officers and other senior managers;
 - E. any financial institutions involved in activity covered by this Agreement;
 - F. its sub-distributors (if applicable under the terms of this Agreement); and
 - G. its subcontractors (if applicable under the terms of this Agreement).
- (8) Supplier will immediately notify GSK in writing of any changes in the information provided pursuant to Clauses (6) and/or (7).
- (9) Supplier further agrees that it shall:
 - A. screen and conduct other due diligence, as appropriate, with respect to the persons and entities with which it intends to engage or otherwise deal in connection with the performance of its obligations under the Purchase Order to ensure that such persons and entities are not Sanctions Targets and to ascertain whether such persons and entities are EO 13599 List Parties or SSI Parties; and
 - B. immediately notify GSK in writing if any person or entity with which it intends to engage or otherwise deal in connection with the performance of its obligations under the Purchase Order becomes a Sanctions Target, an EO 13599 List Party, or an SSI Party.

16. Suppliers and Customers

- (1) The fees paid under the Purchase Order are bona fide service fees for the services provided under the Purchase Order. Supplier agrees that no fees paid by GSK for the services pursuant to the 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 the Purchase Order. Notwithstanding the foregoing, commercially reasonable payments to a subcontractor who is performing services under the terms of the 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).
- (2) Fair Market Value. The parties acknowledge and agree that the compensation set forth in the Purchase Order 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 Supplier or any of their respective affiliates and shall not obligate Supplier 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.

17. If the services provided by Supplier involve the collection, processing and use of personal data, such Supplier shall comply with the following provisions relating to personal data protection:

- (1) Supplier shall collect, process and use personal data (including but not limited to name, date of birth, ID number, contact information, etc.) of any individual(s) to the extent required for carrying out the services in accordance with the relevant provisions of the Personal Data Protection Act (including any laws or regulations newly promulgated or amended; hereinafter referred to as “the PDP Laws”). With regard to the preservation of all personal data under the Purchase Order, Supplier shall take appropriate control procedures and security measures to prevent such personal data from being stolen, tampered, destroyed, lost or divulged in accordance with the requirements of the “Personal Data Preservation and Security Safeguarding Measures” attached hereto as Appendix A.
- (2) Supplier shall only collect, process and use the personal data to the extent required for carrying out the Purchase Order, and is not allowed, in any way whatsoever that falls beyond the scope of purpose of the Purchase Order, to collect, process and use the personal data (including but not limited to duplication and retention, selling, use or disclosing to any third party, etc.) or use such data for any purposes other than the Purchase Order.
- (3) In the event that Supplier or its employee, representative, agent or consultant collects, processes or uses the individuals’ personal data in violation of the PDP Laws or any provisions of this Purchase Order, which causes the personal data to be stolen, divulged, tampered or infringed, Supplier shall inform GSK in accordance with the requirements set forth in the Appendix A and conduct an investigation to identify the cause of such incident. In addition, Supplier shall, pursuant to GSK’s instructions, inform such individual(s). Supplier shall also make its best efforts to assist GSK in taking any necessary remedial measures.
- (4) With regard to the personal data collected, processed or used by Supplier for the performance of this Purchase Order, Supplier shall periodically verify and record the status of the related preservation and security safeguarding measures implemented by Supplier and shall, under GSK’s instruction, submit the relevant documents to GSK for its review. Supplier further agrees that GSK is entitled to visit Supplier’s operation premises and facilities to conduct an appropriate audit and investigation on the preservation and security safeguarding measures of the personal data implemented by Supplier.
- (5) After the completion or termination of the Purchase Order, Supplier shall, pursuant to GSK’s instructions, return, delete or destroy any and all personal data under the Purchase Order or take any other measures for disposition, and certify in writing that it has followed the instructions by GSK.
- (6) Supplier shall be liable for any damages and losses (including legal costs and reasonable attorney fee) incurred by GSK, GSK’s employee or the individual(s) as a result of any breach of this Clause 17 by Supplier. Supplier shall also be jointly and severally liable for any damages and losses (including legal costs and reasonable attorney fee) incurred by GSK, GSK’s employee or individual(s) as a result of any breach of this Clause 17 by Supplier’s employee, representative, agent, consultant or any other person having access to the personal data.
- (7) The provisions of this Clause 17 shall survive completion or termination of the Purchase Order.
- (8) GSK shall have the right during the validity of this Purchase Order to conduct an investigation and audit to monitor Supplier’s compliance with Personal Data Protection Act and its affiliated regulations and the terms of this Purchase Order. Supplier shall cooperate fully with such investigation or audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of GSK.

[Appendix A]

Preservation and Security Safeguarding Measures of Personal Data

For the purpose of collecting, processing and using personal data in accordance with applicable laws and regulations, Supplier hereby establish the “Preservation and Security Safeguarding Measures of Personal Data” to prevent the personal data from being stolen, tampered, destroyed, lost or divulged (hereinafter referred to as the “Incident”). The relevant preservation and security safeguarding measures are set forth below:

1. Supplier shall designate specific personnel to be responsible for the preservation and security safeguarding matters of personal data.
2. The scope of personal data collected, processed and used by Supplier shall be limited to the extent necessary for performing its contractual obligations to GSK, and the scope of such collection shall be limited to the types of personal data specified for the services under the Purchase Order.
3. With regard to the personal data that Supplier has collected, processed and used, Supplier shall, based on the type of personal data, storage media, and methods of processing and use, conduct the risk assessment to analyze the risk level of the Incident and the extent of possible damages, and then establish a complete personal data management mechanism to prevent occurrence of Incident(s).
4. In the event of occurrence of Incident, Supplier shall immediately inform GSK of such Incident by phone within three (3) hours upon being aware. At the same time, Supplier shall take emergency measures to mitigate the impact of the Incident and avoid that such Incident becomes more serious. Supplier shall, within three (3) calendar days after the occurrence of the Incident, submit to GSK a written investigation report with details of the Incident, including the time and cause of such Incident, the type of personal data and the quantity of the affected personal data, the emergency measures taken by Supplier, and the follow-up improvement measures, etc. If instructed by GSK, Supplier shall also inform the Individual(s) about such Incident within an appropriate time.
5. Supplier shall establish an internal control procedure which consists of the following items:
 - 1) The collection of personal data shall be approved in advance by the department head, and shall notify the Individuals according to Article 8 of the Personal Data Protection Act.
 - 2) In the event of the occurrence of any Incident, a person designated by Supplier shall take charge of reporting and taking emergency measures, and conducting an investigation on such Incident.
 - 3) If the personal data have to be deleted in accordance with applicable laws and regulations, such deletion is subject to approval by the department head and shall be documented.
6. Supplier’s data security management and personnel management include the following:
 - 1) It is not allowed to process and use any personal data/files without permission. Only the personnel with authorization and on an “as needed” basis are entitled to process and use personal data.
 - 2) If the personal data is stored in a computer system, there should be specific account number, password, screen saver password and the relevant security measures.
 - 3) If the person data is contained or provided in hard copy, these hard copies must be stored in a file cabinet with locker.
7. Supplier shall have a training program at least once a year to make sure that the relevant personnel is familiar with and abide by the Personal Data Protection Act and the internal policies and procedures. Supplier shall also keep the related training records on file.
8. Supplier shall be responsible for the security management of personal data facilities. If the personal data is stored in a computer system, it is required to maintain the relevant computer equipments on a regular basis and periodically backup data to prevent data from being destroyed or lost.
9. Supplier shall periodically conduct internal audits on its data security to ensure that the collection, processing and use of personal data are compliant with the Personal Data Protection Act and the internal policies and procedures. If any deficiency is detected, Supplier shall take the improvement measures immediately.
10. Supplier shall properly maintain any records, tracking information and evidence in relation to the collection, processing and use of personal data.
11. Supplier shall periodically review its internal policies and rules, and continually improve the entire security safeguarding measures in accordance with the provisions of the Personal Data Protection Act.