

Dear Sirs:

In the following document, you will find the purchase order issued by GLAXOSMITHKLINE hereinafter "GSK" and the terms that govern it according to the negotiation advanced by the Purchasing Department of GSK for the acquisition of these goods and/or services. Please contact this Department for any questions or concerns.

WE APPRECIATE CONFIRMING RECEIPT OF THIS ORDER, BY THIS VIA. FAILURE TO RECEIVE THIS CONFIRMATION SHALL BE UNDERSTOOD AS ACCEPTANCE BY THE CONTRACTOR AND/OR SUPPLIER.

TERMS AND CONDITIONS

The materials or services specified in our purchase orders shall be provided in accordance with the following terms and conditions which shall be considered as a complement to the instructions and specifications of the purchase order.

1. **1. GUARANTEE.** THE CONTRACTOR AND/OR SUPPLIER expressly guarantees that all items, services or goods are in accordance with the specifications and according to the drawings, samples or other descriptions provided by GSK/user, or in case of not being ordered according to specifications, they shall be in good conditions to fulfill their purpose. Likewise, it guarantees that all items or goods are commercial, of good quality and manufacture, and free of any defect. In case of such claim, THE CONTRACTOR AND/OR SUPPLIER shall proceed to replace the goods to guarantee the delivery to full satisfaction. The payment to the CONTRACTOR AND/OR SUPPLIER shall be subject to the satisfactory receipt.
2. **2. INSPECTION:** Insofar as applicable, GSK reserves the right to withhold rejected items or goods in order to correct defects or destroy them at the plant in presence of the accredited representative of THE CONTRACTOR AND/OR SUPPLIER. If the destruction is decided, it should be carried out within the term of eight (08) days counted from the date of written notice informing the rejection done by GSK to the CONTRACTOR AND/OR SUPPLIER. The cost of correction or arrangement of the defects shall be a responsibility of THE CONTRACTOR AND/OR SUPPLIER and GSK is entitled to deduct such amount from the value of the corresponding invoice. The rejected items or goods, except for the one that must be destroyed, shall be picked up and dropped off by THE CONTRACTOR AND/OR SUPPLIER, being also responsible for the risks to which the items or goods are subject.
3. **3. CHANGES:** GSK may, at any time by written order, perform changes in drawings and/or specifications, request additional works or request the total or partial omission of works requested in this purchase order. If such changes cause an increase or decrease in the value of the purchase order or the time required to fulfill it, an equitable adjustment shall be performed, such modifications shall be made in writing. Any claim for adjustment under these conditions shall be performed within thirty (30) days after the date on which the change was ordered and the value of such claim shall be established in writing within thirty (30) days.
4. **4. DESIGNS:** All plans, technical specifications, art drawings, devices, physical sample, etc. are the property of GSK and shall be returned upon delivery of the respective material or document. All rights reserved.
5. **5. SPECIFICATIONS:** All specifications and tolerances shall conform strictly to those stipulated by GSK. Any variation or modification shall be approved in advance and in writing by an authorized representative of GSK.
6. **6. PRICES:** Any change in the price shall be communicated in writing to GSK. The materials shall not be dispatched until GSK accepts the new price. In case the price of the goods or services is established in foreign currency, the value of the same will be settled, in Colombian pesos, at the representative exchange rate (TRM by its initials in Spanish) certified by the Financial Superintendence for the payment date. Taking into consideration that GSK only makes payments once a week, the TRM shall be taken five days prior to the date of payment, the prices stated in this purchase order are firm and not subject to increase. The CONTRACTOR AND/OR SUPPLIER shall refrain from sending the goods requested by this purchase order if the prices, bonuses, and/or discounts differ from what will be invoiced, informing GSK about this situation.
7. **7. DELIVERIES:** An increase or decrease on the requested quantity not greater than ten percent (10%) shall be accepted as long as the value to be charged by THE CONTRACTOR AND/OR SUPPLIER is equal to that generated in the purchase order. All the items stipulated in the purchase order shall be delivered at one time, unless otherwise indicated. If THE CONTRACTOR AND/OR SUPPLIER fails to comply with any of the guidelines established in the purchase order, it shall be responsible for the payment of the penalty clause for breach of its obligations and other applicable legal actions.
8. **8. PENAL CLAUSE:** If the CONTRACTOR AND/OR SUPPLIER fails to fulfill its obligations derived from the present legal transaction with the acceptance of the purchase order, fulfills them imperfectly or delays its fulfillment, it shall pay an amount equal to eighty percent (80%) of the value of the purchase order to the party in compliance, notwithstanding that the party in compliance can claim compensation for damages that may arise. **FIRST PARAGRAPH:** The collection and payment of the penalty clause shall be made without the need for judicial authorization from the day after the breach, therefore, the fulfillment of the main obligation is not extinguished, that is, it does not exempt from delivering the item requested in the purchase order.
9. **9. NOTICE OF NON-DELIVERY:** In case of any occurrence that prevents the delivery of the object of the purchase order in the number and/or dates established, THE CONTRACTOR AND/OR SUPPLIER shall notify GSK in writing eight (8) days in advance of this event, so that an alternative purchasing plan can be implemented, acquiring the items from another CONTRACTOR AND/OR SUPPLIER. **PARAGRAPH ONE:** Such notice shall not exempt THE CONTRACTOR AND/OR SUPPLIER from the payment of the over-cost incurred by GSK. **PARAGRAPH TWO:** If such notice is not given, or the non-compliance persists by THE CONTRACTOR AND/OR SUPPLIER, GSK shall have the power to collect the penal clause referred to in this purchase order and execute it. Moreover, it shall be executed without judicial authorization from the day after the breach, therefore the fulfillment of the main obligation will not be extinguished, that is, it does not exempt from delivery by the CONTRACTOR AND/OR SUPPLIER. However, GSK shall have the power to terminate the contractual activity between the Parties, and/or the purchase order established. Also, the damages caused by this breach shall be evaluated by GSK, unless expressly agreed otherwise, THE CONTRACTOR AND/OR SUPPLIER shall be responsible for the freight and delivery at the destination specified in this purchase order. All charges for freight and delivery shall be paid by THE CONTRACTOR AND/OR SUPPLIER.
10. **10. PACKAGING:** THE CONTRACTOR AND/OR SUPPLIER agrees to use packages of good quality so that the goods ordered reach their destination in perfect conditions, depending on the type of packaging used by the CONTRACTOR AND/OR SUPPLIER. The following specific requirements shall be applied: Bales shall be uniform in the units; they shall have a maximum weight of forty (40) kilograms for aluminum and cellophane, and sixteen (16) kilograms for other packaging; folding boxes shall be bound with paper and packed horizontally in packages of fifty (50) units; labels shall be bound with paper and packaged in packages of five hundred (500) units; lids and tubes shall be protected with polyethylene bags.
11. **11. PAYMENT:** Unless written provisions, the payments shall be made within the term of sixty (60) days counted from the following day upon receipt of the invoice. All invoices shall be filed at Av. El Dorado No. 69B 45, piso 9, edificio Bogotá Corporate Center in Bogotá, Colombia, with their respective purchase order number and OV number (provided by the user of the service). The receipt of an invoice shall not be considered as acceptance of the goods or services and it shall be subject to adjustments for errors, missing products, defects in the goods or services, damages to

GSK, for which THE CONTRACTOR AND/OR SUPPLIER is partially or totally responsible, or other breach of the purchase order requirements by the CONTRACTOR AND/OR SUPPLIER.

12. **ADVANCES:** Any advance payment of money for specialized work shall be supported by THE CONTRACTOR AND/OR SUPPLIER with a good management and compliance policy. The value of the advance shall be given in the presentation of the policy and it shall be at least fifty percent (50%).
13. **WASTE.** The waste, resulting in production due to poor quality of materials, shall be charged to THE CONTRACTOR AND/OR SUPPLIER according to the quarterly statistical record.
14. **TITLE:** THE CONTRACTOR AND/OR SUPPLIER fully guarantees that it has a legitimate property right over the items or materials supplied, therefore it has the right to sell them. It also guarantees that the items are free of liens and legal claims.
15. **INSURANCE:** THE CONTRACTOR AND/OR SUPPLIER assumes all the risks that may be suffered by the goods before their delivery to GSK, either by the direct coverage of such risks, or if any, by an insurance. Likewise, THE CONTRACTOR AND/OR SUPPLIER undertakes to use duly constituted companies for the provision of the goods transport service.
16. **ANTI-CORRUPTION:** A) THE CONTRACTOR AND/OR SUPPLIER agrees to comply in full with all laws and regulations in force at all times, including, among others, the applicable anti-corruption laws, and states that, in relation to the execution and enforcement of this purchase order, it shall not commit, promise, authorize, ratify or offer to make, or promote in any way, either directly or indirectly, the payment or transfer of anything in order to influence, induce or reward any action, omission or decision to obtain an undue advantage, neither to assist GSK or THE CONTRACTOR AND/OR SUPPLIER in the acquisition or retention of business, or in any way for the purpose of public or commercial bribery. Moreover, it guarantees that it has taken reasonable measures to prevent its subcontractors, agents or other third parties, subject to its control or influence, from doing the same. For the purpose of dispelling any doubt, this includes facilitating unofficial and improper payments, tips or gifts, offered or made to public officers, in order to obtain or expedite a routine or necessary procedure to which they have the legal right. B) GSK shall be entitled to terminate this purchase order with immediate effect by written notice to THE CONTRACTOR AND/OR SUPPLIER if such CONTRACTOR AND/OR SUPPLIER breaches the obligations stipulated in this clause. The CONTRACTOR AND/OR SUPPLIER shall not be entitled to claim from GSK any compensation for losses of any kind as a result of the termination of this purchase order in accordance with this clause. C) The CONTRACTOR AND/OR SUPPLIER shall not contact, or otherwise meet with a public officer for the purpose of dealing with activities derived from, or related to, this purchase order, without the prior written authorization of GSK and, when requested by GSK, it shall only be done in the presence of a representative designated by GSK. For all purposes of this purchase order, by "public officer" (meaning 'public' all levels and subdivisions of public administrations, i.e., local, regional, national, administrative, legislative, executive, judicial, real or governing families) shall be understood as: (i) any officer or employee of a public administration or any of its departments or agencies (including public enterprises and entities owned or controlled by the State), (ii) any officer or employee of an international public organization, such as the World Bank or the United Nations, (iii) any officer or employee of a political party, or candidate for public office, (iv) any person defined as a government or public officer by local law (including anti-bribery and anti-corruption laws) and not included in any of the preceding subsections, and/or (v) any person acting officially for or on behalf of any of the previously listed. The CONTRACTOR AND/OR SUPPLIER shall inform GSK in writing if during the validity or execution of what is agreed in the purchase order, it is convicted, or admits its guilt, for a criminal offense that involves fraud or corruption, or it is the subject of an official investigation of said crimes, or it is found excluded, suspended, proposed for suspension or exclusion, or in any other way not eligible for government programs, by any official body. D) The CONTRACTOR AND/OR SUPPLIER states and guarantees that, with the exceptions communicated in writing to GSK before the entry into force of this purchase order: (i) it has no interests that, directly or indirectly, imply a conflict with the correct and ethical compliance of that purchase order; (ii) it shall communicate in writing to GSK, as soon as possible, any conflict of interest that may occur during the execution of this Purchase Order; and (iii) it shall maintain normal competitive relations with those third parties with whom it negotiates by or on behalf of GSK in order to comply with the obligations assumed under this purchase order. During the validity and execution of this purchase order, GSK shall have the right to perform an audit of the CONTRACTOR AND/OR SUPPLIER's activities pursuant to this purchase order, in order to ensure that the activities of the third party comply with the terms and conditions thereof. The CONTRACTOR AND/OR SUPPLIER shall cooperate fully with this audit, which scope, methodology, nature and duration shall be at the absolute discretion of GSK. E) The CONTRACTOR AND/OR SUPPLIER shall ensure that all transactions provided in the purchase order are duly recorded, in all material respects, in their books and records, and that each document on which the entries are based in such books and records are complete and accurate in all its substantial aspects. The CONTRACTOR AND/OR SUPPLIER shall maintain a system of internal accounting controls designed reasonably to ensure that non-accounting accounts are not kept. F) The CONTRACTOR AND/OR SUPPLIER accepts that, in case that GSK believes that there has been a possible breach of the terms and conditions of this purchase order, GSK may, at any time and for any reason, fully communicate its suspicions, with documents to support them, to any competent official body, and to its agencies, and to all those of good faith which has a legitimate need to be informed according to GSK. G) The CONTRACTOR AND/OR SUPPLIER shall provide anti-bribery and anti-corruption training to the relevant personnel to execute the Purchase Order, including subcontractors, if the CONTRACTOR AND/OR SUPPLIER acts on behalf of GSK or has contact with Government Officers during the supply of goods or services to GSK. The CONTRACTOR AND/OR SUPPLIER shall give GSK the opportunity to check the compliance of GSK standards during trainings, and it shall give additional training if requested by GSK. At the request of GSK, THE CONTRACTOR AND/OR SUPPLIER shall certify if anti-bribery and anti-corruption training has taken place. H) The CONTRACTOR AND/OR SUPPLIER states that it shall comply with the terms established in the GSK public declaration called "GSK's Public Policy Statement on Working with Third Parties", which may be consulted at the following link: <http://www.gsk.com/media/1351707/external-use-working-with-third-parties-june16.pdf> and it is an integral part of this purchase order.
17. **LABOR RIGHTS:** Unless prohibition or required by law, THE CONTRACTOR AND/OR SUPPLIER guarantees that, in relation to the fulfillment of this purchase order, it shall not hire or use any child labour in circumstances in which it could reasonably be foreseen that the tasks performed by minors entail a physical or emotional deterioration for the development of the young person; it shall not employ forced laborers in any form (inmates, under a non-rescindible contract, in bonded labour or similar) and its employees shall not be obliged to leave documents or money in deposit when they start working; it shall have a safe and healthy workplace that does not represent any immediate risk to employees. The accommodation offered by THE CONTRACTOR AND/OR SUPPLIER (if applicable) to its employees shall be safe and habitable. THE CONTRACTOR AND/OR SUPPLIER shall provide access to potable water, emergency health care to its employees in case of accidents or incidents in the workplace of the CONTRACTOR AND/OR SUPPLIER; it shall not discriminate against its employees for any reason (including race, religion, disability or gender); it shall not resort to, or support, the use of corporal punishment, mental, physical, sexual or verbal abuse, nor shall it apply cruel or abusive disciplinary practices; it shall pay each employee at least the minimum wage, or an equitable representation of the prevailing wage in the sector (whichever is higher), and it shall provide each employee with all the benefits that correspond to him/her by law; it shall comply with the legislation regarding work schedules and employment rights in the countries where it is present; it shall respect the right of its employees to affiliate to, and establish, independent unions, enabling the right of association. THE CONTRACTOR AND/OR SUPPLIER shall be responsible for controlling its own supply chain and promote compliance with the ethical and human rights norms of any subsequent supplier of goods and services used by THE CONTRACTOR AND/OR SUPPLIER to comply with the obligations assumed in this Purchase Order. The CONTRACTOR AND/OR SUPPLIER shall ensure that it have policies on ethics and human rights, and an adequate complaint procedure to resolve any breach of said policies. In case of complaints, the CONTRACTOR AND/OR SUPPLIER shall communicate it to GSK, together with the proposed solution. GSK reserves the right, by reasonable notice (if the inspection is due to a

well-founded cause, it will not be necessary), to enter the premises of THE CONTRACTOR AND/OR SUPPLIER to supervise compliance with the provisions of this clause, and THE CONTRACTOR AND/OR SUPPLIER, subject to compliance with the legislation in force, shall provide GSK with all the relevant documents that GSK may request on this matter.

18. **18. ASSET LAUNDERING AND FINANCING TO TERRORISM:** THE CONTRACTOR AND/OR SUPPLIER states, under solemn oath, that it is understood that the resources which make up its assets do not come from money laundering, financing of terrorism, drug trafficking, illegal collection of money and, in general, of any illicit activity. Likewise, it states that the resources received in the development of the purchase order shall not be used for any of the activities described above. For the purposes of the foregoing, THE CONTRACTOR AND/OR SUPPLIER expressly authorizes GSK to consult the listings, information systems and databases to which it may apply and, if a report is found, GSK shall proceed with the corresponding contractual and/or legal actions. The CONTRACTOR AND/OR SUPPLIER shall carry out all the activities aimed at ensuring that all its partners, administrators, customers, suppliers, employees, etc., and the resources of these, are not related or come from illicit activities, particularly, of the previously mentioned. The CONTRACTOR AND/OR SUPPLIER declares, under solemn oath, that the resources used in the execution of this purchase order come from lawful activities, which do not have negative records in national or international asset laundering prevention lists, nor do they incur in one of the two categories of asset laundering (conversion or movement) and, consequently, it is obliged to respond to GSK for all the damages that may be caused to it or to third parties related to GSK. In accordance with the foregoing, the inclusion of THE CONTRACTOR AND/OR SUPPLIER or of GSK, its partners, its administrators, auditor or audit firm or the subcontractors in the OFAC listings or in any other local or foreign entity, as suspect of money laundering activities shall be considered cause for termination of the commercial relationship. Likewise, each party shall respond to the other or a third party affected by the damages caused.
19. **EXPORT CONTROLS AND PENALTIES:** THE CONTRACTOR AND/OR SUPPLIER declares and guarantees that it knows and, when fulfilling its obligations derived from the execution of the service described in the Purchase Order, it shall comply at all times with and not be exposed to penalties under the rules of sanctions and trade controls, (i.e., all sanctions, export controls, and anti-boycott laws, regulations, decrees, guidelines, designations, licenses, and decisions of the European Union, the United Kingdom, the United States of America, and any other country with jurisdiction over the activities object of this Purchase Order). The CONTRACTOR AND/OR SUPPLIER declares and guarantees that, at all times, when fulfilling its obligations, it shall not take actions that lead GSK to breach or be exposed to penalties under sanction and trade Controls. GSK shall not be requested to carry out or refrain from any action, nor shall it be required to disclose information, which in any of the above cases is prohibited or sanctionable under the regime of Sanctions and Trade Controls. The CONTRACTOR AND/OR SUPPLIER, to the extent applicable, shall disclose to GSK any relevant export control classification code applicable to the goods, software, technology, and/or services provided under this Purchase Order, prior to or simultaneously with the supply of said goods or services. The CONTRACTOR AND/OR SUPPLIER may not provide, directly or indirectly, GSK with any good, software, technology, or services which source is a Sanction Target, without prior notice of this fact and consent by GlaxoSmithKline (b) an "EO 13599 List Party", an SSI Party or a Sanctioned Country or Sanctioned Territory (e.g., any country or territory which sanctions or a ban on imports has been imposed by the United States, the European Union or the United Kingdom). The CONTRACTOR AND/OR SUPPLIER shall, at the request of GSK, provide assistance, which includes but is not limited to providing any relevant transaction documentation, in order to enable GSK to comply with all applicable export control laws and regulations, including the laws and regulations of the United States of America, the European Union, the United Kingdom, and any other country with jurisdiction over the goods, software, technology or service that is exported. GSK may cancel this Purchase Order, with immediate effect, if in the sole discretion of GSK, the SUPPLIER breaches any of the aforementioned trade sanctions and control obligations or, subject to the discretion of GSK, the execution of its obligations in accordance with this Purchase Order may breach or be penalized under the "Trade Sanctions and Controls" (regardless of said sanctions and trade controls existing at the time in which this Purchase Order came into force and whether or not there had been any other change in the circumstances existing in the date of the issuance of the Purchase Order). If GSK cancels the Purchase Order in accordance with this clause, it is not obliged to make any payment, indemnify, or otherwise provide compensation to the SUPPLIER subsequent to the cancellation of the Purchase Order.
20. **AUDIT:** By notice at least forty-eight (48) hours in advance, GSK or its external auditor duly authorized, selected and paid by GSK, shall be entitled, during normal business hours, during the term of the purchase order and its execution or development, for a period of one (1) year after the termination or expiration of the same for whatever reason, to examine and copy (without charge to GSK) those books and records, as well as all other documents and materials, in possession or control of THE CONTRACTOR AND/OR SUPPLIER related to the matter, the terms and conditions of the purchase order that, in the reasonable opinion of GSK, are linked to the matters, rights, duties or obligations covered by the purchase order. GSK or its external auditor shall have access to the facilities of THE CONTRACTOR AND/OR SUPPLIER, it shall be authorized to interview employees or former employees of the same with respect to matters pertinent to the execution of this Purchase Order, it shall have access to all necessary records. Also, it shall be provided (without charge) with an adequate workplace to perform the inspections stipulated herein. The costs of GSK for these on-site audits shall be borne by GSK. THE CONTRACTOR AND/OR SUPPLIER, its sole cost and expense, in accordance with generally accepted accounting principles (GAAP), shall keep complete and accurate books and records, which shall specifically include, among others, the originals or copies of documents supporting the entries in the accounting books of the CONTRACTOR AND/OR SUPPLIER as records of schedules and payroll, invoices of third parties that show all the activities and transactions derived from, or related to this purchase order. Likewise, it shall keep said records for at least three (3) years as from the date of the termination or expiration of this purchase order. Notwithstanding any other clause to the contrary herein, GSK reserves the right to terminate this purchase order with immediate effect, if an audit detects a significant breach of the terms and conditions of this purchase order by THE CONTRACTOR AND/OR SUPPLIER or if it hides receipts and other sources of information.
21. **CONFIDENTIALITY:** THE CONTRACTOR AND/OR SUPPLIER expressly acknowledges that during the development of this purchase order, THE CONTRACTOR AND/OR SUPPLIER could receive, or have access to, confidential information of GSK, including, among others, personal data, commercial secrets, collection of data, products and business operation information, and different written and verbal information facilitated by GSK to THE CONTRACTOR AND/OR SUPPLIER (hereinafter, "Confidential Information"). Likewise, the information, which is sent to THE CONTRACTOR AND/OR SUPPLIER before the effective date of this purchase order, shall be considered Confidential Information for all purposes. The Parties acknowledge and agree that, with the exceptions that may be considered in this document, all data under this purchase order shall be considered Confidential Information by GSK. The Parties shall refrain from disclosing any confidential information that they know or exchange due to this purchase order. Therefore, they shall comply with the following obligations: to guarantee that the CONTRACTOR AND/OR SUPPLIER's personnel involved in the execution of this purchase order, respect the obligation of secrecy and confidentiality of any information known because of its execution; to use the information provided exclusively for the purposes of this purchase order; to protect Confidential Information by refraining from disclosing or displaying it; to adopt all necessary measures to prevent the Confidential Information from being disclosed to third parties or advisors that are not personnel of THE CONTRACTOR AND/OR SUPPLIER or to employees who are not authorized for such purpose; to limit the use of Confidential Information, by revealing it only to the number of employees strictly necessary for the execution of this purchase order; to give the necessary instructions to the people who will have the Confidential Information, warning them about the confidential nature. Therefore, it should not be disclosed to third parties, forcing them to be discreet, notwithstanding any civil and criminal liability that may arise; to refrain from copying or reproducing in any way the Confidential Information, unless express and written authorization is given by the owner of the information, in which case all the necessary measures shall be taken to avoid its disclosure; to respond for all direct and indirect damages that may occur, arising from breach of legal or contractual obligations related to the confidentiality, provided that they have been demonstrated judicially; to respect the

industrial, intellectual property and any other type of rights that each of the Parties have to the information and materials. The obligation of confidentiality between the Parties does not extend to: (i) Information that, at the time of being received, is public; or (ii) Information, that after being received by some party is published by a third party acting without authorization; or (iii) Information that may be established by evidence, which was in his/her possession before being received by any part and which was acquired directly or indirectly from a source totally independent of the other party; (iv) Information disclosed pursuant to the provision of a competent judicial or administrative authority. In case of non-compliance with the stipulated herein, the other party shall be immediately notified and without prejudice to initiating the legal actions that may arise.

22. **ASSIGNMENT AND SUBCONTRACTING:** The CONTRACTOR AND/OR SUPPLIER may not assign totally or partially the execution of this purchase order unless prior express written authorization of THE CONTRACTOR AND/OR SUPPLIER is given. The CONTRACTOR AND/OR SUPPLIER may not subcontract the execution of the purchase order, without the prior written authorization of GSK. For all purposes of this purchase order, hereinafter, "Subcontractor" means any third party, agent, representative or consultant, hired by THE CONTRACTOR AND/OR SUPPLIER for the execution of this purchase order. The CONTRACTOR AND/OR SUPPLIER shall be exclusively responsible for (i) supervising any subcontractor (as defined herein) hired in all matters related to the obligations assumed by THE CONTRACTOR AND/OR SUPPLIER; and (ii) it shall ensure that the hired Subcontractor meets all the requirements listed here, including, among others, those related to conflicts of interest, confidentiality, intellectual property, anti-bribery, corruption and privacy. At the request of GSK, THE CONTRACTOR AND/OR SUPPLIER shall provide GSK with a list of all Subcontractors used by THE CONTRACTOR AND/OR SUPPLIER, in compliance with the obligations assumed by this clause.
23. **INFORMATION MANAGEMENT:** A) Withholding: The CONTRACTOR AND/OR SUPPLIER shall keep GSK Information only for the time agreed with GSK, except if a longer retention measure is required by law. B) Return: The CONTRACTOR AND/OR SUPPLIER shall (at its sole cost) return, remove or destroy all GSK Confidential Information in its possession or control, including, but not limited to, all originals and copies of such Confidential Information, upon request of GSK for any reason. The CONTRACTOR AND/OR SUPPLIER shall certify compliance with this requirement by written notice to GSK received no later than thirty (30) days following such return, deletion or destruction of all GSK Confidential Information. C) Encryption: When transferring confidential information of GSK, in the communications between THE CONTRACTOR AND/OR SUPPLIER and GSK, THE CONTRACTOR AND/OR SUPPLIER shall use encryption method based on the guidance provided by GSK. THE THIRD PARTY will encrypt all GSK confidential information when it is collected on portable devices, external sites or when transmitted by unsafe communication channels. D) Report of Data Security Breach: If a suspected or actual unauthorized disclosure, loss or theft of the GSK Confidential Information (a "Data Security Breach") is found, the CONTRACTOR AND/OR SUPPLIER shall send an e-mail to csir@gsk.com notifying GSK. The CONTRACTOR AND/OR SUPPLIER shall work with GSK in good faith to identify the causes and remedy the data security failure. When the data security breach is due to an error or omission of THE CONTRACTOR AND/OR SUPPLIER, the same shall reimburse GSK (subject to GSK giving to CONTRACTOR AND/OR SUPPLIER written notice of such expenses, together with the supporting documentation) of all reasonable expenses that GSK must incur related to the remediation efforts. The CONTRACTOR AND/OR SUPPLIER shall comply with all GSK internal policies on information protection and the correct use of the computer resources provided by GSK. E) Security Review: GSK and its agents, auditors (internal and external), regulators and other representatives designated by GSK may inspect, examine and review the systems, records, data, practices and procedures of THE CONTRACTOR AND/OR PROVIDER (as well as the subcontractors) that are used in the development or execution of the purchase order to verify the integrity of GSK confidential information and compliance with data protection, confidentiality and security requirements. F) Access: The CONTRACTOR AND/OR SUPPLIER shall only have access to the GSK information necessary to comply with this purchase order. The CONTRACTOR AND/OR PROVIDER shall limit access to GSK data only to authorized people or roles, based on the principle of granting the lowest level of authorizations that allows the fulfillment of the service of this agreement. G) Malicious Code: THE CONTRACTOR AND/OR SUPPLIER shall not incorporate or introduce, consciously, a code not authorized in the system, in which "Unauthorized Code" is defined as one of the following cases: computer viruses, harmful programs or data that destroy, erase, damage or interrupt the normal operation of the system; the permissions to non-authorized access such as the access to the software, timer, the verification of passwords, the verification of serial number of the CPU, among others, as limited routines, instructions that are used to interrupt or limit the normal operation of the system; and any other program, data or device that is entered for incorrect purposes. H) Compensation: The CONTRACTOR AND/OR SUPPLIER shall indemnify and hold harmless GSK, its affiliates, and each of its respective officers, directors, employees, agents and contractors (collectively referred to as the "Indemnified GSKs") from and against any and all costs, expenses, damages, fees (including without limitation, reasonable attorneys' fees) and losses (including, without fees and limitation costs incurred in recovering the same) incurred by any GSK compensated member arising out of negligence or fraud by THE CONTRACTOR AND/OR SUPPLIER in relation to the GSK data or a breach by THE CONTRACTOR AND/OR SUPPLIER or any of its agents, contractors or subcontractors with this purchase order. I) Critical Business Process - If the purchase order supports a critical GSK business process, the following should be guaranteed: i) GSK and the CONTRACTOR AND/OR SUPPLIER shall define a Recovery Point Objective (RPO) and a Recovery Time Objective (RTO) for the system, and ii) within thirty (30) days as from the date of acceptance of the purchase order, or as soon as possible, if its validity or execution is less, THE CONTRACTOR AND / OR PROVIDER shall create or provide evidence of a Business Continuity Plan that includes the continuity of the activities of the purchase order.
24. **MANAGEMENT OF CRISIS AND BUSINESS CONTINUITY:** The CONTRACTOR AND/OR SUPPLIER shall have established plans for effective crisis management and business continuity (abbreviated as CCM) which reflect ISO 22301 standards that include risk assessment and mitigation, authorized responses and recovery strategies of the impacts on the labor force, facilities, technology and key suppliers, key areas of responsibility and clear internal communication channels with GSK before a business disruption. The CONTRACTOR AND/OR SUPPLIER shall update its CCM plan to reflect significant business changes or organizational modifications, or every twelve (12) months or less, it shall test the plan by implementing one exercise or activation every twenty-four (24) months or less. The CONTRACTOR AND/OR SUPPLIER shall ensure that the employees responsible for crisis management and the business continuity plan are trained to implement plans for their areas of responsibility. The CONTRACTOR AND/OR SUPPLIER shall allow GSK to provide advice related to the effectiveness of the CCM controls and the documents, in dates agreed jointly by the parties and notified with no less than two (2) weeks in advance. After the evaluation, The CONTRACTOR AND/OR SUPPLIER shall provide a proposal of remedial actions of any matter raised by GSK within two (2) weeks as from the written request of GSK. The CONTRACTOR AND / OR SUPPLIER shall implement any agreed action, including an agreed time of service recovery, within two (2) months (or as mutually agreed). The CONTRACTOR AND/OR SUPPLIER shall implement any agreed action, including an agreed time of service recovery, within two (2) months (or as mutually agreed). If there is an interruption of the business, THE CONTRACTOR AND/OR SUPPLIER shall perform the following: - to inform GSK as soon as reasonably possible; - to implement a continuity plan and/or a crisis management plan (as applicable); and to restore the affected services within the period established in the business continuity plan and/or crisis management plan (as applicable).
25. **INDUSTRIAL PROPERTY AND PATENTS:** If GSK, by reason of the sale or use of the item supplied by THE CONTRACTOR AND / OR SUPPLIER under this purchase order, is sued or threatened to be sued for any alleged infringement of industrial property rights or patent that protect the provided item, THE CONTRACTOR AND/OR SUPPLIER shall, at its expense, defend GSK and such litigation against any loss or expenses related to such litigation, or threat of litigation, including judgments, decrees, court costs and attorney's fees. The execution of this purchase order does not grant THE CONTRACTOR AND/OR SUPPLIER any rights to trademarks or commercial names owned by GSK and/or GLAXOSMITHKLINE PLC and/or any of its subordinate companies, parent companies and/or subsidiaries. Consequently, THE CONTRACTOR AND/OR SUPPLIER shall submit any advertisement or promotional material in which the trademarks appear or the name of GLAXOSMITHKLINE, GLAXOSMITHKLINE PLC. and/or any of its subordinate companies, their parents and/or their subsidiaries, for the prior written approval of GSK.

26. **SECURITY AND HEALTH:** The CONTRACTOR AND/OR SUPPLIER agrees to comply with the following principles: i) To comply with all laws, regulations, licenses, permits, records and applicable restrictions; ii) to implement an EHS policy (Environment, Health and Safety) and a risk management system committed to providing a healthy and safe workplace; iii) to ensure that it has at least one staff responsible for EHS who has access to technical expertise to support the SUPPLIER in compliance with the legal obligations of EHS; iv) to disclose and proactively report to GSK about incidents that require notification to entities related to EHS and any other fine, civil penalty related to the above; v) to provide relevant information, education and training to its personnel about the danger and risks associated with their work; vi) to provide physical infrastructure and engineering controls to ensure safe storage, handling and processing of materials and their wastes in order to protect people, the environment and local communities from harm; vii) to provide and maintain an emergency detection system and a capacity to quick response.
27. **RETENTION:** This purchase order shall be kept by the Parties, for a term of seven (7) years after the termination of this purchase order.
28. **PHARMACOVIGILANCE AND REPORT OF ADVERSE EFFECTS.** Adverse Event "or" AE" means any medical event suffered by a patient, subject of medical research or consumer, temporarily associated with the use of a GSK Product, whether or not it is related to the administration of a medication. If during the execution of this Purchase Order, THE CONTRACTOR AND/OR SUPPLIER is informed or has knowledge of any AE (whether the information refers to the GSK Product by reference to its generic name or by reference to its trademark), it shall provide that information to GSK. If THE CONTRACTOR AND/OR SUPPLIER receives information about adverse events of GSK Products, it undertakes to notify such event within 24 following hours to the following email: programa.dirmedica@gsk.com or to the telephone number: 01 8000 127333 or 01 8000 118686.
29. **INDEPENDENCE OF THE PARTIES.** The CONTRACTOR AND/OR SUPPLIER shall be considered for all purposes, as an independent contractor of GSK. The present Purchase Order does not constitute any agreement of agency or similar legal entities. For all purposes, this purchase order does not grant rights or authority to assume or create obligations directly or indirectly in the name of GSK, nor to commit in any way to the other party.
30. **NOTICES:** Any change of name, address, telephone, fax, email, bank account or assigned account executive shall be reported in writing to the Purchasing Department and such information shall be sent in writing along with the respective documents for the change in the system. Likewise, any inconvenience to comply with the delivery date established in the purchase order shall be justified and informed in writing to Purchasing Department at least one week in advance.
31. **JURISDICTION:** This legal transaction is subject to the laws of the Republic of Colombia. Any dispute shall be submitted to the Colombian jurisdictional authorities.