

# Supplier Portal Terms of Use

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GlaxoSmithKline Services Unlimited (“GlaxoSmithKline” or “GSK”) is pleased to provide this GSK Supplier Portal (the "Portal" or “supplier.gsk.com”) for Your use, subject to these Terms of Use ("TOU") which are applicable to all users of the Portal as well as the entity or organization they represent (collectively referred to as "You" “Your” or "Supplier"). BY USING THE Portal, YOU INDICATE YOUR AGREEMENT TO BE BOUND BY THE TOU. GSK may amend the TOU from time to time without notice to You. You can review the most current version of the TOU at any time at: [supplier.gsk.com](https://supplier.gsk.com)

This Portal is intended by GSK to be a tool to provide and manage supplier account information (including without limitation contact details, banking details, purchase order and invoice information) between the supplier and GSK. You agree that neither the content nor use of this Portal shall modify or amend the terms and conditions of any existing agreement between Supplier and GSK, or any of their respective affiliates, for the purchase of goods and services (“Purchases”), and all Purchase transactions shall remain subject to any such agreement.

In addition, when using certain areas of the Portal, You shall be subject to any additional posted terms, conditions, and guidelines applicable to such areas, including without limitation, the Copyright, Disclaimer, and Privacy Policy notices linked from the bottom of each page. All such terms, conditions, and guidelines are incorporated by reference into the TOU.

## Portal Use

You agree not to interrupt or attempt to interrupt the operation of the Portal in any way or to attempt to gain unauthorised access to the Portal or any portion thereof, using the identity generated through this Portal .

You agree that you will not use the Portal in any manner that could damage, disable, overburden, or impair it or interfere with GSK’s or any other party’s use and enjoyment of the Portal.

You agree that you will not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Portal.

Unauthorised use of the Portal, including, but not limited to, unauthorised entry or attempted entry, misuse of passwords, misuse of any information available in or through the Site, or illegal conduct, is strictly prohibited. You agree that You are only authorized to use this Portal for Your own internal business use and that You shall not duplicate, download, publish, modify, or otherwise distribute Portal material for any purpose other than to review information, and review and enter information related to your GSK transactions. You further

agree that You will make no unauthorized uses of the Portal, including, but not limited to unauthorized marketing, sales, use or disclosure of Confidential Information (described below), unauthorized framing of or linking to the Portal.

GSK reserves the right to prohibit access to anyone determined to be violating or attempting to violate these TOU.

## Account and Password

When you register through the Portal, you will be issued an account which will have an assigned user name and password that should not be shared with others. You are responsible for maintaining the confidentiality of your user name and password.

You are solely responsible for all transactions, communications, and acts or omissions that occur through the use of your user name and password by you or any person or entity using a password provided to you, whether or not such access or use has been authorised by you.

You are responsible to notify GSK and request deactivation of your account upon leaving the supplier organization to which it was provisioned.

GSK will not be responsible or liable for any loss or damage arising from your failure to comply with this provision. If you believe that someone has used your account to access the Portal, contact us immediately.

## Representations and Warranties

You agree that:

- (i) You have read these TOU and understand that they constitute a valid, binding obligation,
- (ii) any information You enter and transmit to GSK through this Portal is true and accurate to the best of Your knowledge and belief, are responsible for any errors or omissions in any information supplied through the Portal and are responsible to keep such information current and relevant at all times,
- (iii) You are authorized to provide the information you submit to the Portal on behalf of Supplier are responsible for any errors or omissions in any information supplied through the Portal, and
- (iv) You have full power, authority and legal capacity to enter into these TOU and fulfill its obligations. You further agree that You have the authority to bind and represent Your employer/Supplier organization or, if not an employee, the organization/Supplier You represent regarding Purchases or in communicating with GSK through this site regarding Purchases.

## Intellectual Property Rights

The Portal may contain copyrighted works, trademarks and other proprietary material owned by GSK or Third Party Service Providers. GSK and its licensors reserve all intellectual property and proprietary rights therein.

You may not copy, reproduce, modify, create derivative works of, publish, transmit, display, sub-license or distribute material or images from the Site except as provided herein or with GSK's express written permission.

Should You provide Portal feedback such as questions, comments, suggestions, or the like regarding the Portal, such information shall be deemed to be non-confidential and GSK shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose, and distribute the information to others without limitation. GSK shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing and marketing products incorporating such information.

## Modifications to the Site

GSK may terminate, change, suspend or discontinue any aspect of the Portal (or any Systems to which your account may entitle you to have access), including, but not limited to, content, features or hours of availability. GSK may also impose limits on certain features of the Site or the Systems, or restrict your access to part or all of the Site or Systems without notice.

## Warranty and Limitation of Liability

GSK provides the Portal to facilitate communications regarding your commercial relationship with GSK on an "as is" basis, without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. GSK WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FROM LOSS OF BUSINESS, DIMUNITION OF PROPERTY VALUE, LOSS OF PROFITS, OR DOWN TIME) RESULTING FROM USE OF THIS PORTAL, WHETHER BASED IN CONTRACT OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR

CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. However, You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## Termination

GSK may terminate these TOU and Your use of the Site at any time if You violate any provision of these TOU or GSK is unable to verify or authenticate the information You provide to GSK.

## Non-Transferable

Your right to use the Portal is not transferable, may not be assigned without GSK express written consent, and is subject to any limits established by GSK and all applicable agreements between You and GSK.

# GENERAL PROVISIONS

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## Force Majeure

Neither GSK nor Supplier will be responsible for delays or failures in performing its obligations under these TOU due to any cause which could not have been contemplated by the parties and is beyond its reasonable control, including but not limited to strike or other labor disturbance, fire, flood, earthquake, storm or governmental action.

## Entire TOU

These TOU constitutes the entire TOU between the parties with respect to the Portal, provided that if any conflict should arise between the terms of these TOU and any written agreement between You and GSK, the written agreement terms shall be controlling.

## Severability

If any section of these TOU are found to be invalid or unenforceable in any jurisdiction in

which it is performed, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, so long as the economic or legal substance of these TOU and transactions contemplated hereby is not affected in any manner adverse to any party. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the transactions contemplated hereby are fulfilled to the greatest extent possible.

### Binding Effect

These TOU will be binding upon and enforceable by the parties it describes and their permitted successors.

### Non-Waiver

The failure of GSK to enforce or require enforcement of any provisions of these TOU will not constitute, or be construed to be, a waiver of the TOU's provisions, nor will it affect GSK's right to enforce all provisions of these TOU thereafter.