



# Glaxo Saudi Arabia Limited

Al-Khomra - Phase 1, Warehouse City, P.O. Box 22617, Jeddah 21416, Kingdom of Saudi Arabia  
TERMS & CONDITIONS OF PURCHASE (GOODS AND/OR SERVICES)

Supplier shall (at its sole cost) return, delete or destroy all GSAL Confidential Information then in its possession or under its control, including without limitation all originals and copies of such GSAL Confidential Information, upon GSAL's request for any reason. Supplier shall certify compliance with this requirement by written notice to GSAL received no later than thirty (30) days following such return, deletion or destruction of all GSAL Confidential Information.

## 24.2. DATA HANDLING.

### 24.2.1. Encryption

When transferring GSAL Confidential Information, and in communications between GSAL and Supplier, Supplier will use encryption based on guidance provided by GSAL.

### 24.2.2. Data Security Breach Reporting

Upon discovering any suspected or actual unauthorized disclosure, loss or theft of GSAL Confidential Information (a "Data Security Breach"), Supplier will send an e-mail to [csir@gsk.com](mailto:csir@gsk.com) notifying GSAL. Supplier shall work with GSAL in good faith to identify a root cause and remediate a Data Security Breach.

## 24.3. DATA PRIVACY.

### 24.3.1. Personal Information.

"Personal Information" shall mean any information or set of information relating to a person that identifies such person or could reasonably be used to identify such person. To the extent that any of the GSAL Confidential Information constitutes "Personal Information," the Supplier shall ensure, before processing any such Personal Information, that adequate technical and organisational controls are in place to:

- prevent unauthorised or unlawful processing of any such Personal Information it may hold; and
- protect any such Personal Information from accidental loss, damage or destruction; and
- only hold and process such Personal Information in connection with the purposes for which it was provided to Supplier and shall act only on the instructions of GSAL when processing such Personal Information, including ensuring that such Personal Information is used only as authorised by GSAL, or by the PO.

### 24.3.2. No Transfer.

The Supplier shall not transfer any Personal Information to any foreign jurisdiction, or transfer any Personal Information to any third party, without the prior written consent of GSAL, which consent may be subject to the Supplier (or the relevant third party) entering into a data transfer agreement with GSAL and entering into such other arrangements as GSAL may reasonably require to satisfy the requirements that GSAL or any of its affiliates may have as data controllers under any applicable law. Where GSAL consents to any such transfer, Supplier shall comply with the applicable law governing the transfer of Personal Information to a jurisdiction different from that in which the data processing is currently performed.

### 24.3.3. Third Party Data.

All or part of the GSAL Confidential Information may contain Personal Information that is licensed to GSAL by third parties. At GSAL's request, Supplier shall enter into any agreements with such third parties as may reasonably be required to enable the processing of the Personal Information.

### 24.3.4. Compliance with Laws.

The Supplier will comply with all laws, regulations, statute or ordinances ("Laws") applicable to its business or the performance of its obligations under the PO, as such Laws may be revised from time to time.

## 24.4. GSAL SECURITY REVIEW RIGHTS.

GSAL and its agents, auditors (internal and external), regulators and other representatives as GSAL may designate may inspect, examine and review the systems, records, data, practices and procedures of Supplier (and any subcontractors it may use) that are used in rendering the services under the PO to verify the integrity of GSAL Confidential Information and compliance with the data privacy, confidentiality and security requirements of the PO.

Supplier shall not release any statement, advertisement, information, or publicity referring to Purchaser or its Affiliate, or use of the word "Glaxo" "SmithKline", or "GlaxoSmithKline" without the Purchaser prior written approval.

## 25. FORCE MAJEURE

Neither party shall be liable for, nor be deemed to be in default, on account of any delay in completion or the performance of any other act under the PO due to circumstances which could not have been contemplated by the parties and which are beyond the party's reasonable control ("Force Majeure"), provided that the party claiming hereunder shall notify the other with all possible speed specifying the cause and probable duration of the delay or non-performance and shall minimise the effects of such delay or non-performance.

Purchaser shall have the right to suspend any shipment from Supplier hereunder without penalty or liability to Purchaser in the event of war, riot, flood, acts of God, fire, cure order, strike, work stoppage, act of governmental authority.

## 26. SEVERABILITY

In the event that any provision of this PO is declared invalid by a proper tribunal or law, the remainder of the provisions shall not be affected thereby, and each term and provision not declared invalid or unenforceable shall be valid and shall be enforced to the fullest extent permitted by law.

## 27. AMENDMENT

The PO may only be amended in writing by authorized representatives of both Parties and/or the Purchaser.

## 28. ARBITRATION

If, at any time, any disagreement or dispute ("Dispute") arises between the Parties out of or in respect of this PO, the Parties in Dispute shall endeavor to settle such Dispute amicably failing the Dispute shall be finally settled by arbitration in accordance with the Saudi Arabia Arbitration Law before a sole arbitrator who shall be certified arbitrator in the Ministry of Justice of Saudi Arabia as may be agreed by and between the Parties. The award of the arbitrator shall be final and binding upon the Parties who shall give full effect thereto. The arbitration shall be conducted in Saudi Arabia.

## 29. ANTI-BRIBERY AND CORRUPTION

- Supplier agrees that [he/she/it] shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that [he/she/it] has not, and covenants that [he/she/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 [him/her/it] or GSAL 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 GSAL business.

- GSAL shall be entitled to terminate the PO immediately on written notice to Supplier, if Supplier fails to perform its obligations in accordance with this Clause. Supplier shall have no claim against GSAL for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause.

## 30. PATIENT SAFETY

"Adverse Event" or "AE" shall mean any medical occurrence in a patient, temporally associated with the use of a GSAL Product, whether or not considered drug-related.

If, in the course of providing the services, the Supplier or any of its contractors is informed or becomes aware of any AE (whether the information relates to the GSAL Product by reference to its generic name or by reference to its trade mark) it shall forward such information to GSAL.

All AEs must be reported to GSAL through "insert local safety AE contact details", within 24 hours of initial receipt (or next working day if over a weekend).

## 31. SANCTIONS AND EXPORT CONTROLS

31.1. Supplier represents and warrants that it is aware of and, in carrying out its obligations under this Agreement, 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).

31.2. Supplier represents and warrants that at all times, in the performance of its obligations under this Agreement, it will not take any action that causes GSAL to violate or otherwise become exposed to penalties under any Sanctions & Trade Controls.

31.3. GSAL 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.

31.4. GSAL may terminate this Agreement with immediate effect if, in GSAL's sole discretion, Supplier breaches any the foregoing clauses or, in GSAL's sole discretion, GSAL's performance of its obligations pursuant to this Agreement may breach or be penalizable under Sanctions & Trade Controls (whether or not in existence at the date of this Agreement and whether or not there have been any other changes in circumstance from those that existed at the date of this Agreement). If GSAL terminates this Agreement pursuant to this clause, it shall not be obliged to make any payments over time, indemnify, or otherwise provide compensation to Supplier subsequent to the termination of this Agreement.

- Supplier represents and warrants that:
  - 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);
  - 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 Sanctions Target; and
  - 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 a Sanctions Target, including but not limited to: (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.

- Supplier further represents and warrants that:
  - it has disclosed to GSAL 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);
  - 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 GSAL;
  - 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 GSAL;

31.7. Supplier represents that it has provided to GSAL complete and accurate details of the identities of the following parties:

- its legal and ultimate beneficial owners, including all intermediate and ultimate parent entities;
- any parties that exercise legal control over it;
- its directors;
- its officers and other senior managers;
- any financial institutions involved in activity covered by this Agreement;
- its sub-distributors (if applicable under the terms of this Agreement); and
- its subcontractors (if applicable under the terms of this Agreement).

31.8. Supplier will immediately notify GSAL in writing of any changes in the information provided pursuant to Clauses 31.7 and/or 31.6.

31.9. Supplier further agrees that it shall:

- 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 this Agreement 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
- immediately notify GSAL 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 this Agreement becomes a Sanctions Target, an EO 13599 List Party, or an SSI Party.

31.10. Supplier shall disclose to GSAL any relevant export control classification codes applicable to the goods, software, technology, and/or services supplied under this Agreement in advance of, or simultaneously with, their supply.

31.11. Supplier shall not supply, directly or indirectly, to GSAL any goods, software, technology, or services sourced from a Sanctions Target or, without prior disclosure to and consent from the GSAL, an EO 13599 List Party, an SSI Party, or a Sanctioned Country or Territory (i.e., any country or territory against which comprehensive sanctions or an import ban are imposed by the United States, the European Union, or the United Kingdom).

31.12. Supplier shall, upon request, provide GSAL with assistance, including but not limited to providing any relevant transaction documentation, in order to enable GSAL to comply with all applicable export control laws and regulations, including the export control laws and regulations of the United States of America, the European Union, the United Kingdom, and any other country with jurisdiction over the export of the contracted goods, software, technology, or services.

## 32. VALUE ADDED TAX (VAT)

32.1. All consideration and amounts payable under or in connection with this PO are exclusive of VAT and any other indirect taxes. Any VAT payable on the consideration shall be paid by the Purchaser at the same time as the payment or provision of the consideration to which it relates, subject to the production of a VAT valid invoice.

32.2. Supplier will provide to GSAL within [30] days of the tax point date or receipt of any consideration, whichever is earlier, a valid VAT invoice issued in accordance with the relevant VAT laws and regulations, any invoice found to be not in conformity with the applicable regulations will be rejected by the GSAL.

32.3. Each Party agrees that it shall provide to the other Party any information and copies of any documents within its control to the extent reasonably requested by the other Party for the purposes of (i) determining the amount of VAT chargeable on any supply made under this Agreement, (ii) establishing the place of supply for VAT purposes, (iii) evidencing the VAT rate and liability of a supply or (iv) complying with its VAT reporting or accounting obligations.

## 33. APPLICABLE LAW

This PO shall be enforced in accordance with and governed by the laws of Saudi Arabia.