

GLAXOSMITHKLINE TERMS AND CONDITIONS OF PURCHASE (GOODS & SERVICES) (“Terms and Conditions”)

1 DEFINITIONS

“Affiliate” means a corporation which is directly or indirectly Controlled by, in Control of, or under common Control with, either Supplier or Purchaser as appropriate.

“Agreement” means the agreement between Purchaser and Supplier consisting of the Purchase Order, these Terms and Conditions, the Specification(s), and any other documents (or parts thereof) specified in the Purchase Order or otherwise expressly incorporating these Terms and Conditions.

“Control” means the ownership of more than 50% of the voting share capital of any corporation or the legal power to direct or cause the direction of the general management of either Supplier or Purchaser as appropriate.

“Data Protection Law” means data protection legislation or any statutory equivalent in force in any part of the world that is relevant to Personal Information and the supply of Goods and/or Services.

“Data Subject” means an individual who is the subject of the Personal Information.

“Foreign Supplier” means a Supplier who is incorporated or registered for business in a country other than Malaysia.

“Goods” means all (or any) of the goods covered by the Agreement including without limitation raw materials, processed materials or fabricated products.

“GSK Personal Information” means any Personal Information that is provided to or obtained by the Supplier or Supplier personnel in connection with the performance of Supplier’s obligations under the Agreement.

“Incoterms” means the Year 2010 edition of the official International Chamber of Commerce Rules for the interpretation of trade terms.

“Intellectual Property Rights” means any registered and unregistered trade marks, trade names, brand names, logos, trade dress, designs, patents (including applications for registration thereof) and any know how, copyright and database rights wherever subsisting.

“Invoice”, where it relates to a supply on which Relevant Tax is chargeable, means any Invoice issued in accordance with the Relevant Tax legislation.

“Local Supplier” means a Supplier who is incorporated or registered for business in Malaysia.

“Loss” means all loss, damages, liability, claims, costs and expenses (including legal costs and expenses) but excluding any incidental or consequential damages.

“Packaging” means bags, cases, carboys, cylinders, drums, pallets and other containers.

“Personal Information” has the meaning set forth in the relevant applicable Data Protection Law as amended from time to time and includes any information or set of information relating to a person that identifies such person or could reasonably be used to identify such person. This includes but is not limited to any information that alone or in conjunction with other information identifies an individual, including an individual’s name, social security number, date of birth, driver’s license number, government-issued identification number, bank account number, and credit or debit card number.

“Price / Fees” means the consideration payable for the Goods and / or Services pursuant to this Agreement.

“Purchase Order” means an order placed by Purchaser which is either attached herein and / or issued pursuant to this Agreement.

“Purchaser” means the GSK legal entity specified in the Purchase Order.

“Purchaser’s Confidential Information” means Purchaser’s data that (a) is marked or otherwise identified as “confidential” or with a similar designation, or (b) even if it is not marked or identified as “confidential,” a reasonable person would recognize as information that ought to be treated as confidential information, including information relating to the trade secrets such as know-how, formulae and processes, scientific research, clinical development, or business affairs of Purchaser; Purchaser’s Personal Information; all project and computer-related technical matters, including design/performance specifications, operating procedures, systems documentation, utility reference manuals, language reference manuals, third party software and documentation, financial information, inventions, contractual information (including pending deals), customer information such as patient and supplier lists, prices and costs, data related to regulatory submissions, and any other relevant information furnished to Supplier and Supplier Personnel by or on behalf of GSK under the Agreement. Purchaser’s Confidential Information shall not include: (i) information which at the time of disclosure or discovery is in the public domain; (ii) information which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of the Agreement; (iii) information which Supplier can establish by reasonable proof was in its possession at the time of disclosure by Purchaser and was not acquired, directly or indirectly, from Purchaser; or (iv) information which Supplier receives from a third party, provided, however, that such information was not obtained by said third party, directly or indirectly, from Purchaser and that said party has a right to disclose it.

“Relevant Tax” means any sales, service, value added, purchase, turnover or consumption tax as may be applicable in any relevant jurisdiction, chargeable under the Relevant Tax legislation, pursuant to any rules, registrations, or rulings made thereunder, as amended, modified or revised from time to time.

“Services” means the services covered by the Agreement.

“Specification(s)” means the specification(s) detailed in a schedule to be attached to these Terms and Conditions, or as separately documented by Purchaser in writing which sets out the performance required of the Goods and Services.

“Supplier” means the person, firm (or any individual partner thereof) or company to whom the Purchase Order is addressed, and who will be supplying Goods or providing Services to Purchaser under the Agreement.

“Supplier Personnel” means any individual employed by Supplier or appointed by Supplier in connection with the supply of the Goods or Services.

“Tax Authority” means any tax or customs authority and any other body duly authorised to apply, operate, administer or enforce any law, legislation, rule, regulation or practice in Malaysia on any direct or indirect taxation.

“Taxable Supply” means a supply of goods or services which is a standard-rated supply or an exempt supply but does not include a zero-rated supply as determined under the Relevant Tax law and any applicable rules, regulations or guidelines issued by any Tax Authority.

2 STATUS OF TERMS AND CONDITIONS

- 2.1 These Terms and Conditions shall apply to all purchases of Goods or Services by Purchaser from Supplier. Any other terms or conditions which Supplier may purport to apply or which are endorsed upon any correspondence or documents issued by Supplier to Purchaser irrespective of their date of communication, appearing on the Purchase Order or in any separately negotiated written contract entered into by the parties in respect of the Goods or Services shall be applied only to the extent that is not inconsistent with these Terms and Conditions.
- 2.2 In the event of inconsistency between these Terms and Conditions and the provisions appearing on the face of the Purchase Order, the former shall prevail, unless expressly provided otherwise on the Purchase Order.
- 2.3 Acceptance of the Purchase Order constitutes acceptance of these Terms and Conditions and schedules (if any) attached. Interpretation of the Purchase Order for the Goods and/or Services from Local Supplier will be according to the applicable Malaysian law. In case of Foreign Supplier, where appropriate interpretation of the Purchase Order shall be governed by the provisions of Incoterms.
- 2.4 Purchaser will not be liable in respect of any Purchase Order(s) or instructions other than those issued or confirmed on its official letterhead or other official stationary of the Purchaser, and duly signed by its authorized person.

3 TIME OF PERFORMANCE

- 3.1 Unless otherwise instructed in writing by Purchaser’s nominated representative, all Goods must be delivered and all Services must be performed at the time and place specified in the Agreement.
- 3.2 Within thirty (30) days of receipt of the Purchase Order, the Supplier shall provide the Purchaser with:-
 - (i) details of the anticipated lead times between the placing of a Purchase Order and the supply of any Goods under the Purchase Order; and/or
 - (ii) working programmes for the provision of the Services as the Purchaser may reasonably require. The working programmes shall include details of the Supplier’s proposals for provision of the Services within the time stipulated, and the sequence and timing of all operations forming part of the Services to be provided.
- 3.3 Time shall be of the essence in relation to the performance of any and all of Supplier’s obligations pursuant to the Agreement. The Supplier shall keep the Purchaser informed of the progress of the supply of the Goods and/or the provision of the Services under the Agreement.
- 3.4 The Purchaser may, by notice in writing to Supplier, cancel any supply of Goods and/or provision Services which, in the Purchaser’s sole opinion cannot be made within a reasonable time after the expiry of the time referred to in Clause 3.1 above, or such other time as may be agreed between the parties, without being liable to the Supplier for such cancellation.

4 PASSING OF PROPERTY AND RISK

- 4.1 Unless Incoterms are agreed in case of Foreign Supplier, title in Goods and Services shall pass upon creation of the Goods and performance of the Services which comply with the Agreement but the risk in Goods and Services shall remain with Supplier until (1) the Goods are delivered at the place specified in the Agreement, and/or the Services are performed at the date and place specified in the Agreement,

and a nominated employee of the Purchaser signs a delivery note, or (2) payment of the Purchase Price is made by the Purchaser to the Supplier, whichever is later.

- 4.2 Neither payment by, nor passage of property or risk in the Goods or the Services to, Purchaser shall be deemed to constitute acceptance of the Goods or the Services by the Purchaser.

5 **CONTRACT PRICE AND TERMS OF PAYMENT**

- 5.1 The Price / Fees stipulated in the Purchase Order as payable for the Goods and Services (“Purchase Price”) (which shall be a firm fixed price), shall be exclusive of the Relevant Tax except specifically mentioned in this Terms and Conditions, but shall be inclusive of taxes based on Supplier’s income (such as withholding tax, where applicable), packaging and other related charges and (unless Incoterms are agreed in case of Foreign Supplier) inclusive of delivery and insurance. If the Price / Fees payable relates to a supply on which Relevant Tax is chargeable, Purchaser shall pay to the Supplier an amount equal to any Relevant Tax so chargeable for which the Supplier is liable to account for subject to the production of a valid Invoice. The Supplier shall, upon the Purchaser’s written request, produce to the Purchaser’s satisfaction valid documentation that the Supplier is a registered person (if applicable) under the Relevant Tax legislation. Any increase in the Price / Fees for any reason shall be subject to the express prior written consent of Purchaser.
- 5.1.1 Notwithstanding Clause 5.1, the Price / Fees stipulated in the Purchase Order as payable for the Purchase Price, shall be inclusive of Malaysia Sales Tax and Service Tax chargeable under the Relevant Tax legislation.
- 5.2 The Supplier shall issue Invoices only after the delivery of Goods or after the completion of Services, unless otherwise agreed in this Agreement. Subject to the terms of this Agreement, payment of the Purchase Price shall be made by Purchaser to Supplier in accordance with the agreed payment terms stated in the Purchase Order. Relevant Tax, where applicable, shall be shown separately on all Invoices as a strictly net extra. Unless otherwise stated in the Purchase Order, all Invoices are to be paid within ninety (90) days from receipt of original Invoice at the following locations:
- (i) electronic invoicing (preferred option) – (a) integrated solution, transmit data file directly to the **Tungsten Network** or (b) web form, create invoice online using the web form through the **Tungsten Portal**. For registration, please email GSKregistration@tungsten-network.com or visit www.tungsten-network.com/GSK;
 - (ii) for Invoices mailed using non-courier services - ‘**Recall Corporation Sdn. Bhd.**, P.O. Box 7218, Pejabat Pos GPO Shah Alam, 40706 Selangor Darul Ehsan, Malaysia’;
 - (iii) for Invoices mailed using courier services requiring acknowledgement of receipt - ‘**Recall Digital Services (RDS)**, Recall Malaysia, Lot 767, Persiaran Selangor, Seksyen 16, 40200 Shah Alam, Selangor, Malaysia’;
 - (iv) or any other address subsequently communicated by Purchaser to Supplier in writing (“**Invoicing Address**”).
- A duplicate copy of the invoice shall be sent to the Purchaser’s designated contact person.
- 5.3 The correct Purchaser business entity name, Purchase Order number and Purchaser contact person’s name must be quoted on all Invoices and Purchaser will accept no liability whatsoever for Invoices, delivery notes or other communications which do not bear the correct Purchase Order number and the Purchaser contact person’s name. Further, the Purchaser shall not be under any obligation to pay in the event that Goods or Services are not supplied according to the Purchaser’s instruction.
- 5.4 All Invoices shall be accompanied by a copy of the bill of lading if on collect freight shipments or if otherwise required by law, and by a prepaid freight bill if all or any part of the freight is included on the face of the Purchase Order. In addition to any other information specified elsewhere herein, invoices and packing slips shall contain the following information: description of Goods and Services, sizes, quantities, weight, unit prices and extended totals.
- 5.5 If any payment provided for hereunder is to be made on some basis other than a lump sum price, Purchaser shall have the right to inspect and audit Supplier’s books, records and all associated documents relating to such costs (excluding, however, the basis for agreed upon fixed rates). In the event that such inspection and/or audit reveal any error and/or discrepancy of any nature whatsoever, such error or discrepancy will be promptly corrected, and all monies owing and due either to Purchaser or to Supplier will be promptly paid by the other party. While the error and/or discrepancy is being corrected, the Purchaser shall be entitled to withhold payment of all disputed portions of Invoices (without interest or penalty) until such error and/or discrepancy has been corrected by the Supplier, following which all sums due and/or owing to either party as a result of the correction of the said error and/or discrepancy, shall be paid immediately by the other party.

- 5.6 Purchaser reserves the right to set off any sums owed by Supplier to Purchaser against the amount invoiced. Payment of an Invoice shall not constitute acceptance by Purchaser of Goods or Services and does not relieve Supplier of its obligations under the Agreement.
- 5.7 If the Purchaser disputes the amount claimed under an invoice, the Purchaser shall within 21 days of the receipt of such invoice at the Invoicing Address, respond in writing to the Supplier, which response shall (a) state the amount that the Purchaser proposes to pay (the "Response Amount"), and (b) include all supporting reasons if payments are withheld or if the Response Amount is less than the amount claimed under the invoice. The Supplier shall issue a revised Invoice for the Response Amount or such other amount as agreed between the Supplier and Purchaser. The Purchaser shall pay the Supplier the amount claimed under such revised Invoice within 90 days of the date of receipt of the Invoice at the Invoicing Address unless otherwise stated in the Purchase Order.
- 5.8 The Supplier shall do all things, including providing valid Invoices, valid Relevant Tax registration details or other documentation in such form and detail as may be necessary to enable or assist the Purchaser to claim any credit for input tax in relation to any Relevant Tax paid or payable under this Agreement or in respect of any supply under this Agreement. For avoidance of doubt, in the event the Supplier makes any Taxable Supply to the Purchaser, the Supplier's right to payment under this Agreement shall be subject to a valid Invoice being delivered to the Purchaser in respect of any Taxable Supply and no amount shall be payable by the Purchaser under this Agreement until a valid Invoice for the Purchase Price is received.
- 5.9 If there is any abolition or reduction or any change in the rate of Relevant Tax, the Price / Fees and/or Relevant Tax payable by the Purchaser for any Taxable Supply shall be adjusted accordingly and shall increase or decrease, as the case may be.
- 5.10 Purchaser and Supplier agree that they shall at all times comply with the Relevant Tax legislation and related legislation including the Price Control and Anti Profiteering Act 2011 (as amended).
- 5.11 The parties agree that the Purchaser shall be entitled to withhold and deduct any taxes, duties, levies, fees or other charges, including withholding taxes as may be required by applicable law. Supplier shall not be entitled to receive any additional amount or to gross up any amount payable to Supplier in relation to such withholding or deduction. For the avoidance of doubt, in the event that the Purchaser did not withhold or deduct any amount required to be withheld when making payment, for any reason whatsoever, it shall have the right to subsequently claim such taxes, duties, levies, fees or other charges from the Supplier.

6 REJECTION, REPAIR AND REPLACEMENT

- 6.1 If Goods or Services do not conform to the requirements of the Agreement (including without limit non-conformance with quantity specified, time for performance, quality or any Specifications in respect thereof), without prejudice to Purchaser's other legal rights, Supplier shall, at Purchaser's sole option:
 - (i) immediately (and in any event within fourteen (14) days) after receipt of notice from Purchaser, either :-
 - (a) repair the defective Goods and Services at the site of delivery or Supplier's worksite;
 - (b) replace the defective Goods and Services with goods and services which conform to the requirements of the Agreement; or
 - (c) refund to Purchaser the Purchase Price of Goods and Services and pay to Purchaser all costs incurred by Purchaser including but not limited to freight, clearance, duty and storage charges relating to such Goods and Services.

Repairs, replacements and refunds shall themselves be subject to the obligations in this Agreement and Supplier shall be responsible for all costs and expenses incurred in such repairs, replacements and refunds to the correct point specified in the Agreement or to such other location as may be subsequently advised in writing by Purchaser; and/or
 - (ii) purchase goods and services from third party(s) which in Purchaser's opinion is an appropriate substitute for the Goods and Services, and supply the same to the Purchaser; and/or
 - (iii) forthwith suspend all payment obligations in relation to such Goods and Services.

Supplier shall indemnify Purchaser for all Loss suffered or incurred by Purchaser as a result of Goods or Services not conforming to the requirements of the Agreement (including the difference between the Purchase Price and the price payable to third party(s) under sub-clause (ii)). If Supplier is required to repair or replace the Goods or Services, Purchaser shall pay the Purchase Price within ninety (90) days from the acceptance of the replaced or repaired Goods or Services, or within ninety (90) days from the receipt of invoice at the Invoicing Address, whichever is later;
- 6.2 Without limiting the foregoing, Purchaser shall be entitled to reject any and all Goods and Services delivered or performed if the quantity delivered is less than or in excess of those specified in the

- Agreement and Purchaser shall be entitled to at its sole discretion, reject the Goods and Services in its entirety even if only part of the Goods and Services is defective or do not comply with the Agreement.
- 6.3 If Purchaser elects to accept non-conforming Goods or Services, Purchaser, in addition to its other remedies, shall be entitled to an appropriate reduction in the Purchase Price.
 - 6.4 Without prejudice to Purchaser's other legal rights, Supplier shall, at Purchaser's sole option, with all possible speed and at Supplier's risk and expense, replace repair or otherwise make good any Goods or Services which are or become defective during the Guarantee Period. Unless otherwise stated in Purchase Order, the Guarantee Period shall be twelve (12) months after the date of actual commissioning of the Goods or Services or of the facility into which Goods and Services are incorporated, or eighteen (18) months from the actual date on which Goods and Services are delivered to Purchaser at the place and in accordance with the conditions stated in the Purchase Order, whichever is later.
 - 6.5 If it is necessary to return the Goods or part thereof to Supplier for repair of a defect or replacement, Supplier shall be liable for all costs and risks associated with the return and re-supply, including but not limited to, the cost of removal and/or dismantling of such defective Goods and the reinstallation of the replaced or repaired Goods.
 - 6.6 If Supplier replaces or renews or modifies any part of the Goods or Services, a new Guarantee Period of twelve (12) months after the date of actual commissioning of the replaced or renewed or modified Goods or Services or of the facility into which such Goods and Services are incorporated, or eighteen (18) months from the actual date on which replaced, renewed or modified Goods and Services has been delivered to Purchaser at the place and in accordance with conditions stated in the Purchase Order, whichever is later.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 Supplier shall, at its own cost and expense, defend any and all actions for infringements or alleged infringements of Intellectual Property Rights in connection with the Goods or Services and Supplier undertakes to indemnify Purchaser for all Loss which Purchaser suffers or incurs in connection with such actions, provided that Purchaser gives Supplier all appropriate information and assistance and the sole authority to defend or settle any legal proceedings at Supplier's sole expense.
- 7.2 Purchaser retains Intellectual Property Rights in, and ownership of, all materials, plans, drawings, Specification(s), patterns and/or designs provided by Purchaser to Supplier, and they shall all be forthwith returned in good condition to Purchaser at Purchaser's request.
- 7.3 Where Goods are made to Purchaser's Specification(s), model or plans, the Intellectual Property Rights in the Goods in so far as they relate to the Specification(s), model or plans (including all improvements or developments thereof) shall be the absolute property of the Purchaser upon creation and shall thereafter remain the property of Purchaser, and the Supplier hereby irrevocably assigns all such Intellectual Property Rights to the Purchaser at no fee to the Purchaser.
- 7.4 Intellectual Property Rights arising during or out of the provision of Services shall be the property of Purchaser upon creation and shall thereafter remain the property of Purchaser and Supplier hereby agrees to execute all documents and render all assistance to perfect the ownership of such Intellectual Property Rights in the Purchaser as necessary.
- 7.5 To the extent that Supplier or third parties retain ownership rights in materials delivered with the Goods, or upon which the Goods or Services are based, Supplier hereby grants to Purchaser an irrevocable, worldwide, non-exclusive, royalty-free right and license to make, have made, modify, use, distribute, publicly perform or display, sell, offer to sell, and import such materials. Supplier hereby warrants that it owns or has acquired rights in all such intellectual property necessary to grant the licences and intellectual property rights set forth in this Clause 10.
- 7.6 In the event that the Intellectual Property Rights relating to the Goods and Services are held by the courts to infringe a third party's rights, and their use is enjoined by that third party, Purchaser shall be entitled to, at its sole discretion but at Supplier's sole cost and expense :
 - (i) require Supplier to immediately (and in any event within fourteen (14) days) after receipt of notice from Purchaser, either :-
 - (a) procure for Purchaser the right to continue using the Goods and Services; or
 - (b) replace the Goods and Services with non-infringing Goods and Services; or
 - (c) modify the Goods and Services so that they become non-infringing without detracting from their overall performance and functionality; or
 - (ii) purchase goods and services from third party(s) which in Purchaser's opinion is an appropriate substitute for the Goods and Services to be provided under the Agreement.Supplier shall indemnify Purchaser for all Loss suffered or incurred by Purchaser as a result of such infringement (including the difference between the Purchase Price and the price payable to third party(s) under sub-clause (ii)) and/or due to the interference or discontinuation of the use of Goods and/or Services.

8 CONFIDENTIALITY AND PUBLICITY

- 8.1 Supplier shall, and shall procure that its employees and sub-contractors shall, keep secret any Intellectual Property Rights, Specification(s) or other information of a commercial or technical nature disclosed directly or indirectly to Supplier by Purchaser for the purpose of the Agreement, and shall not use or disclose the same (including any part thereof) to any third party without Purchaser's prior written consent.
- 8.2 Without limiting the foregoing, Supplier shall not without Purchaser's prior written consent disclose, copy, publicize or publish, the existence of the Agreement or any information related to the Agreement including the name of Purchaser, the Goods or Services, and the place of delivery or performance.
- 8.3 Upon Purchaser's request at any time, Supplier shall: (i) cease any and all use of the Information; (ii) promptly return to Purchaser any and all tangible information, including all copies, reproductions, summaries, memos, correspondence and compilations of the information, so Supplier will no longer have any information in its possession or under its control in either electronic or paper or other format; and (iii) cease any and all work hereunder and refrain from, directly or indirectly, using the information.

9 FORCE MAJEURE

- 9.1 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 act under the Agreement due to circumstances which could not have been contemplated by the parties and which are beyond the party's reasonable control and not due to any default or negligence of a party ("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. For clarity, this shall include a right by Purchaser to suspend any shipment of Goods or performance of Services without penalty or liability.
- 9.2 If the performance by either party of any of its obligations under the Agreement is prevented or delayed by Force Majeure:
 - (i) for a consecutive period in excess of seven (7) days, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable in the circumstances.
 - (ii) for a period in excess of thirty (30) days (not necessarily consecutive), then either Party shall in its discretion have the right to immediately terminate the Agreement upon written notice to the other Party.

10 COMPLIANCE WITH STATUTES AND REGULATIONS

- 10.1 Supplier undertakes that the Goods supplied and Services performed will be produced or performed in full compliance with, the relevant statutes, regulations and other legal requirements including those relevant to anti-corruption, pharmaceutical, nutritional and cosmetic products, health, safety, environment, welfare, production, storing, handling and delivery of the Goods and performance of the Services.
- 10.2 Supplier shall provide evidence of compliance with such legal requirements (including, permits, inspection reports, certificates of analysis etc.) promptly on request and in any event within a reasonable time. Supplier shall ensure that its sub-contractors comply with the requirements of this Clause 10.
- 10.3 Supplier shall use its best endeavours to comply with all reasonable requests of Purchaser to minimise Purchaser's compliance costs in respect of applicable data protection, health, safety, environmental and producer responsibility obligations.

11 INSPECTION

- 11.1 Purchaser, and all third party it appoints, shall have the right upon prior notice to inspect and carry out any tests, or batch sampling, it wishes on all Goods and Services at Supplier's premises and the premises of any sub-contractors. Where pre-shipped inspection is specified, Supplier must, at its sole expense facilitate the same and provide any or all relevant certificates of analysis to Purchaser upon request.
- 11.2 Supplier shall, and shall ensure that its sub-contractors shall, grant a right of access to Purchaser and all third party it appoints in order to inspect and test the Goods for compliance with relevant environmental, occupational health and safety legislation and other requirements such as Purchaser's standards.
- 11.3 Any inspections, tests, approvals or acceptance given by or on behalf of Purchaser in relation to the Goods or Services shall not relieve Supplier from its obligations or liabilities under the Agreement.
- 11.4 Notwithstanding any prior inspections or payments hereunder, all Goods and Services shall be subject to final inspection, which may include measurement, testing or examination, and acceptance at Purchaser's facility within a reasonable time (but not less than ninety (90) days) after receipt at

destination. Inspection or acceptance by Purchaser does not relieve Supplier of any obligations or liabilities under the Agreement.

12 DATA PRIVACY

- 12.1 If the Supplier is required to process Personal Information or if Personal Information is disclosed to Purchaser by Supplier in the course of performing this Agreement, Supplier shall ensure compliance with any Data Protection Law, including but not limited to providing notice to, and (if applicable) obtaining consent from the Data Subjects for their Personal Information to be disclosed and processed by Purchaser, its affiliates and other third parties for purposes related to the performance of this Agreement and/or compliance with legal and regulatory requirements.
- 12.2 Supplier shall make known to Data Subjects that if Data Subjects wish to request access to and/or correct Personal Information, request to limit the usage, storage and/or processing of Personal Information, withdraw consent for usage, storage or processing of Personal Information or prevent the use of Personal Information for direct marketing purposes or raise any complaints in respect of Purchaser dealings with Personal Information, they can contact the Supplier's contact person as identified to the Purchaser.
- 12.3 Supplier acknowledges that in the event certain Personal Information is not provided to Purchaser or its use, storage or processing of that Personal Information is restricted or withdrawn, the performance of this Agreement may be affected in a manner which shall be advised by Purchaser. Under no circumstance shall the retraction, withdrawal of consent or limitation of the right to use, store or process Personal Information be construed as a Force Majeure event.
- 12.4 Additionally, Supplier shall comply with the Addendum on Protection of GSK Personal Information attached hereto as **Schedule 4**.

13 HAZARDS

- 13.1 Supplier shall, and shall ensure that its staff and those of any sub-contractor shall, when working on any site in connection with the Agreement, comply with all relevant environmental, occupational health and safety legislation and any other appropriate standards, policies and procedures notified by Purchaser.
- 13.2 Supplier will provide applicable hazard information such as material safety data sheets and will inform Purchaser of all regulations and guidance (statutory or otherwise) which Supplier knows or believes to be associated with the Goods and any combination of the Goods with another product.
- 13.3 Supplier shall indemnify Purchaser against all Loss related to any third party claim which arises from Supplier's or Supplier's sub-contractors' actions resulting in alleged release of any waste, hazardous substance or other pollutant.
- 13.4 Supplier undertakes to exceed statutory minimum environmental, occupational health and safety requirements in accordance with generally accepted best working practices and any specific standards or other requirements of Purchaser.

14 RESPONSIBILITY FOR INFORMATION

Supplier shall be responsible for all errors or omissions in any drawings, calculations, packaging details or other particulars supplied by Supplier, whether such information has been approved by Purchaser or not, provided that such errors or omissions are not due to inaccurate information furnished in writing by Purchaser.

15 SUPPLIER'S EMPLOYEES

- 15.1 For the duration of the period that any Goods or Services are being provided, the employment of any employee of Supplier shall remain with Supplier and shall not pass or otherwise transfer to Purchaser and nothing in the Agreement shall be construed or have any effect as constituting any relationship of employer and employee between Purchaser and the employees of Supplier and/or sub-contractors of Supplier. Supplier agrees that it is performing the Services as an independent contractor and will retain all responsibility for payment of any employee-related taxes and contributions, Employee Provident Fund and/or taxation that may arise from the provision of the Services, indemnify and hold Purchaser harmless from and against any and all such costs (including without limitation to legal costs on an indemnity basis), expenses, losses, liabilities, claims or demands which Purchaser suffers or incurs as a result of Supplier's failure to comply with these requirements
- 15.2 Supplier shall deal with all issues relating to the employment or engagement of the Supplier's employee including without limitation: disciplinary and performance issues; grievance; issues relating to the employee's ill health; and issues relating to Supplier's terms and conditions of employment or engagement. Supplier shall inform its employee that he/she is not an employee of Purchaser or entitled to any of the employment rights or benefits which would be applicable to Purchaser's own employees, including participation in any Purchaser's employee benefit plan, incentive, compensation or other employee policy or programme.

- 15.3 Supplier shall comply with Purchaser's Pre-Engagement Screening ("PES") requirements in respect of the relevant employee and shall also comply with any changes to such PES requirements as notified by Purchaser to Supplier from time to time. The Purchaser's Standard PES process is based on the minimum requirements attached hereto as Schedule 1 which may be amended from time to time. At the sole discretion of Purchaser, Purchaser may require Supplier to carry out additional checks and investigations on specified employee in addition to the minimum PES requirements.
- 15.4 Prior to the engagement of any employee and/or prior to the employee carrying out the Service, Supplier shall conduct the Purchaser's Standard PES process on its employees. Purchaser shall be entitled upon request to enter into Supplier's premises and inspect, audit and examine all documentation relating to the PES requirements and/or evidencing implementation of the relevant PES requirements by the Supplier. Purchaser reserves the right to screen any of Supplier's employees or proposed additional or replacement employee at any time.
- 15.5 Supplier will ensure that all employees will wear such identification as Purchaser deems necessary when on the Site and shall procure the employees' compliance with any security guidelines as set out by Purchaser.
- 15.6 Supplier will ensure that all its employees comply with certain Purchaser's global policies (including human resource policies) as a minimum standard. These policies are those which relate to matters of honesty, integrity, respect for others and the protection of Personal Information.
- 15.7 Supplier will provide each employee with copies of the current relevant Purchaser policies, as provided by Purchaser to Supplier from time to time.
- 15.8 Without prejudice to any of the foregoing, Supplier shall not employ or engage any foreign employee without valid work permits or employment passes and/or in any manner in contravention of the Immigration Act and/or Employment Act or any other statutory enactment in force at the time; and shall indemnify and keep indemnified Purchaser and its officers and employees from any and all liability that may arise by reason of breach of this obligation.
- 15.9 Unless otherwise required or prohibited by law, Supplier warrants that in relation to the performance of this Agreement:
- (i) 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;
 - (ii) it does not use forced labour in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge original identification papers or monetary deposits on starting work;
 - (iii) it provides a safe and healthy workplace presenting no immediate hazards to its workers. Any housing provided by Supplier to its workers is safe for habitation. Supplier provides access to clean water, food, and emergency healthcare to its workers in the event of accidents or incidents at Supplier's workplace;
 - (iv) it does not discriminate against any workers on any ground (including race, religion, disability, gender sexual orientation or gender identity);
 - (v) 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;
 - (vi) it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage (whichever is higher) and provides all legally mandated benefits;
 - (vii) it complies with laws on working hours and employment rights in the countries in which it operates;
 - (viii) it is respectful of its employees' right to join and form independent trade unions and freedom of association.
- 15.10 Supplier is responsible for controlling its own supply chain and shall encourage compliance with ethical standards and human rights by any subsequent supplier of good and services that are used by Supplier when performing its obligations under this Agreement.
- 15.11 Supplier shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breach of such policies. In the case of any such complaints, Supplier shall report the alleged complaint and proposed remedy to Supplier.
- 15.12 Purchaser 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 Clauses 15.9 to 15.12, and Supplier shall, subject to compliance with applicable laws, provide to GSK any relevant documents requested by GSK in relation thereto.

16 SOFTWARE DEFECTS

- 16.1 Where applicable, Supplier warrants that Goods, computer hardware and software supplied by Supplier to Purchaser (the “Products”):
- (i) are free from defects and/or disabling codes, and have been duly tested to ensure that there are no hidden defects or disabling codes and are subject to recognised and appropriate release procedures including the latest version of a proprietary virus detection software package approved by Purchaser, and Supplier shall procure that corresponding obligations are imposed with its sub-contractors or agents;
 - (ii) have been obtained from a reputable and reliable software developer and not through any interest group or multi-organisational software sharing scheme;
 - (iii) will comply with and function substantially in accordance with their related user documentation; and
 - (iv) shall not breach any third party’s Intellectual Property Right.
- 16.2 Supplier shall indemnify and hold Purchaser harmless against any and all Losses suffered or incurred by Purchaser as a result of Supplier’s breach of the above warranties.

17 LIABILITY AND INSURANCE

- 17.1 Supplier shall indemnify Purchaser and its Affiliates against all Loss incurred or suffered by Purchaser and its Affiliates howsoever arising from any defect in the Goods or Services or any breach by Supplier of its obligations hereunder or of any statutory duty or from any negligence, act or omission of Supplier’s employees, agents or sub-contractors.
- 17.2 Supplier shall insure with a reputable insurance company its liabilities under the Agreement based on the value of the Goods and Services to be provided per event in a minimum amount of the value of the Agreement (local currency) and if so required at any time produce the policy of insurance and the receipt for the current premium to Purchaser for its inspection. Supplier agrees that any monies received by Supplier from the insurance company in full or part settlement of a claim arising out of the Agreement and paid by or due to Purchaser shall be paid immediately to Purchaser without offset or counter claim.
- 17.3 Supplier shall add Purchaser as an additional insured on each of Supplier’s insurance policies above. Supplier also agrees to waive and will require its insurers to waive all rights of subrogation against Purchaser, its Affiliates and their respective directors, officers, and employees as it relates to this Agreement on all insurance coverage. If Supplier at any time neglects or refuses to provide or cause to be provided the insurance required herein, or if such insurance is cancelled, without prejudice to any other rights or remedies available to Purchaser, Purchaser shall have the right to (but shall not be obliged to) procure such policy and coverage as Purchaser deems appropriate and to deduct a sum equivalent to the amount paid by Purchaser in respect of premiums for such insurance policies from any monies due or to become due to Supplier or to recover the same or any balance thereof remaining unpaid as a debt due from Supplier to Purchaser. Supplier shall not commence work until all of the insurance required herein shall have been obtained and approved by Purchaser
- 17.4 Any limitation, monetary or otherwise in such policy shall not be construed as a limitation on Supplier's liability and Supplier shall, notwithstanding such limitation, remain liable in full for the matters and to the extent not covered by the policy.
- 17.5 Purchaser’s remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity.
- 17.6 In no event shall Purchaser be liable for any consequential, (including, without limitation, lost profits and business interruption whether or not such damages are foreseeable) incidental, indirect, special, economic or punitive damages arising out of or related to the breach or repudiation of contract, breach of warranty, negligence or otherwise, even if Supplier has been advised of the possibility of such damages.

18 ASSIGNMENT

- 18.1 Supplier’s rights and obligations under the Agreement may not be assigned in whole or in part without the prior written consent of Purchaser (acting in its sole discretion) and any such consent shall not be deemed to relieve Supplier of any of its obligations and liability to Purchaser pursuant to the Agreement.
- 18.2 Purchaser shall be entitled at any time by notice in writing to Supplier to assign the whole or any part of its rights and obligations under the Agreement to any Affiliate or to any successor in title to the whole or part of that part of Purchaser’s business which relates to the Goods or Services.

19 THIRD PARTY RIGHTS

No person who is not a party to the Agreement, other than an assignee of any right or obligation assigned pursuant to this Clause shall have any rights to enforce any term or condition of the Agreement except for Purchaser’s Affiliates who shall be entitled to enforce rights granted to it under the Agreement.

20 SUB-CONTRACTORS

Supplier shall not, without the prior written consent of Purchaser, appoint any sub-contractor or any person or persons to carry out all or any of its obligations under the Agreement. In the event that Supplier appoints a sub-contractor or other person to perform its obligations Supplier shall remain liable to Purchaser for the performance of all Supplier's obligations and shall ensure that any such sub-contractor or other person reads and understands the implications of the Agreement. Supplier shall, by entering into a separate agreement or otherwise, further ensure that such sub-contractor or other person shall be subject to and shall adhere to the same obligations imposed on Supplier under the Agreement.

21 TERM AND TERMINATION

21.1 Subject to Clause 25.3, if either party to the Agreement is in breach of the Agreement and does not remedy the breach within thirty (30) days of notice from the other party so to do (if capable of remedy) the other party may terminate the Agreement immediately by notice to the party in breach.

21.2 If Supplier shall become bankrupt, dissolved, wound up, or shall compound or make any arrangement with its creditors or have a receiver, administrative receiver, liquidator or provisional liquidator appointed over all or any part of its assets or go into liquidation (whether voluntary or otherwise) save as part of a bona fide reconstruction not involving insolvency or shall take or suffer to be taken any similar action as a result of its liability to pay its debts or its insolvency it shall promptly so notify Purchaser in writing giving particulars of the circumstances whereupon Purchaser may terminate the Agreement immediately by notice. For the avoidance of doubt, Purchaser may terminate the Agreement upon the occurrence of any of the circumstances described in this Clause notwithstanding that Supplier may not have given notice to Purchaser as required.

21.3 If at any time during the term of the Agreement there shall be any change in the legal or beneficial ownership or Control of Supplier:

- (i) Supplier shall immediately so notify Purchaser in writing; and
- (ii) Purchaser may, upon receiving notice or otherwise becoming aware of a change in Control of Supplier, terminate the Agreement immediately by notice in writing to Supplier if it considers in its sole discretion that such change in Control are prejudicial to its interests. For the avoidance of doubt, Purchaser may terminate the Agreement if it considers in its sole discretion that such change in Control are prejudicial to its interests notwithstanding that Supplier may not have given notice to Purchaser as required.

21.4 Purchaser may terminate the Agreement without cause, by giving Supplier thirty (30) days' written notice of such termination, and without any liability to Supplier for such termination.

22 CONSEQUENCES OF TERMINATION

22.1 On termination of the Agreement, Supplier shall:

- (i) not later than seven days after Purchaser's request, deliver to Purchaser (or as Purchaser shall direct) all quantities of the Goods in its possession which comply with the Agreement save that in the event of termination of the Agreement due to Supplier's breach, Purchaser shall be entitled to reject all quantities of Goods in Supplier's possession even if they comply with the Agreement;
- (ii) comply with Clause 11.3; and
- (iii) ensure that all documents containing Intellectual Property Rights and/or any information of a technical nature relating to the Goods, the manufacture of the Goods and the provision of Services, or of a confidential nature and supplied directly or indirectly by Purchaser to Supplier, are, at Purchaser's option, either forthwith returned to Purchaser or destroyed by Supplier.

22.2 A fair and reasonable price will be paid for the Goods and Services which comply with the Agreement and which have been delivered to Purchaser and/or for all Services in progress that have been performed by Supplier. Purchaser's liability is limited to the said Goods and Services in progress, and no further loss or liability will accrue on their account.

22.3 Termination or expiry shall not relieve either party from any liability or action accrued prior to such termination or expiry.

22.4 With effect from termination or expiry of the Agreement Supplier shall not make any use for any purpose whatsoever of any Intellectual Property Rights which is the property of the Purchaser.

22.5 Termination or expiration of the Agreement or withdrawal of any Goods or Services from the Agreement shall be without prejudice to the continuation in force of any condition which by their nature or effect need to or are intended to survive termination or expiration of the Agreement including without limitation Clauses 1, 2, 10, 11, 21, 22 and 29. Supplier agrees to provide Purchaser with all reasonable support with respect to any investigation required by Purchaser or any regulator carried out prior or after such termination or withdrawal with respect to the Goods delivered / manufactured or Services carried

out prior or after such termination or withdrawal. Purchaser will reimburse Supplier's reasonable costs in providing such assistance unless such termination or withdrawal has occurred for a reason contained in Clause 24.1, 24.2 or 24.3.

23 POLICIES AND PROCEDURES

- 23.1 Purchaser shall notify Supplier of relevant policies / procedures which may be applicable from time to time and which Supplier should follow in the supply of Goods and/or Services in this Agreement. Purchaser shall provide copies of such policies / procedures where appropriate. Supplier warrants that it will do nothing in the performance of its obligations under the Agreement which will be in conflict with the Purchaser's policies.
- 23.2 Supplier agrees to comply with all Purchaser's rules, regulations and requirements with respect to conduct and the health, safety and protection of persons and property, while on Purchaser's or its Affiliate's premises.
- 23.3 Supplier agrees to comply fully with the Purchaser's code of conduct.

24 WAIVER

No waiver or forbearance by Purchaser in enforcing any of its rights under the Agreement shall prejudice or affect the ability of Purchaser to enforce any of its other rights. No waiver shall be effective unless in writing and signed by Purchaser. For the avoidance of doubt, it is agreed that a waiver of a right on one occasion shall not constitute a waiver of the same right in the future.

25 SEVERABILITY

Any provision of these Terms and Conditions which is declared void or unenforceable by any competent authority or court shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect the other provisions of these Terms and Conditions, which shall continue unaffected.

26 AMENDMENT

The Agreement may only be amended in writing by authorised representatives of both parties.

27 DISPUTE RESOLUTION

- 27.1 The Parties will attempt in good faith to negotiate a settlement to any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination.
- 27.2 Save as provided for in Clause 27.3 below, if parties fail to reach agreement within sixty (60) days after a party first gives written notice to the other party of any such dispute, then either party may initiate a legal action in the Malaysian Court.
- 27.3 For any dispute arising pursuant to Clauses 6, 7 and/or 8 ("Technical Dispute"), if parties are unable to reach a mutual agreement regarding the Technical Dispute within thirty (30) days after a party first gives written notice to the other party of any such Technical Dispute, the parties may agree on an independent expert (not an arbitrator) within thirty (30) days of failure by parties to reach a mutual agreement on such Technical Dispute.
- 27.4 If the parties agree on the independent expert to be appointed, the decision of such independent expert shall be final and binding as to the Technical Dispute and as to which party should pay his fees, the default result being that the fees shall be borne by the party against whom the expert's decision is given. If the expert finds that any delivery of the Goods or Services has not complied with the Agreement, Purchaser shall have the rights stated in Clauses 6, 7 and 8 relating to defective Goods or Services (as the case may be). If the expert finds that the Goods and Services comply with the Agreement, Purchaser shall pay for such Goods and Services in accordance with the payment provisions contained in the Agreement.
- 27.5 If parties fail to reach a mutual agreement on who to appoint as independent expert within the abovementioned thirty (30) days, either party may initiate a legal action in the Malaysian Court.

28 GOVERNING LAW AND JURISDICTION

The construction, validity and performance of the Agreement shall be governed by the Laws of Malaysia, and both parties hereby submit to the exclusive jurisdiction of the Malaysian Courts.

29 STAMP DUTY

Supplier shall be responsible for stamping this Agreement in duplicate and return the stamped original agreement to the Purchaser. Supplier agrees to pay for and bear the cost of stamping.

SCHEDULE 1

PURCHASER'S PRE-ENGAGEMENT SCREENING ("PES") REQUIREMENTS

1. Purpose

The PES requirements are required for all categories of Complementary Workers who are not on the payroll of Purchaser ("CW") with unaccompanied access on Purchaser's Sites and/or access (including remote access) to Purchaser's confidential information.

2. Responsibility

2.1 Supplier have the responsibility to ensure that the minimum PES process detailed below are undertaken prior to the engagement and/or commencement of the work at Purchaser site, of any of their employees and/or personnel and/or any other 3rd party engaged by Supplier, who have unaccompanied access on Purchaser's sites or access to Purchaser's confidential information whether access is remote or not. It's the responsibility of Supplier to conduct the same standard of PES process for the engagement of their employees, subcontractors and/or Contractors of any tier who will work on Purchaser's sites and/or only have access to the Purchaser's confidential information.

2.2 For CW with a gap of 6 months or more since the previous assignment at GSK, then the PES requirements outlined below must be repeated.

3. PES Requirements

3.1 The standard PES process is based on the following minimum requirements:

- An identity check
- Confirmation of the individual's Right to Work in Malaysia, in compliance with the prevailing Immigration Act, and/or any other statutory enactments from time to time in force (where required)
- Verification of education qualifications or other skills claimed (particularly where the qualification or skill is an entry requirement for the job)
- Reference Check from previous employers (minimum of 2), 1 (one) of which will be current/most recent employer
- Verification of dates of employment claimed for the preceding 5 years
- Criminal record check
- Financial/credit check (only when considered necessary for the position by Purchaser)
- Disclosure of any directorships held by the candidate (only when considered necessary for the position by Purchaser)
- A check of motor vehicle licenses where driving is a contractual requirement
- Any other pertinent licences, certifications and operating documents that may be required by law (if needed)
- Verification of home address for previous 5 years.

3.2 Original documents, where reasonable, should be used to check the identity and qualifications such as driving licenses.

3.3 At the sole discretion of Purchaser and/or in compliance with local health and risk assessment legislation, Purchaser may require Supplier to carry out additional checks and investigations on Supplier's employees and/or Personnel in addition to the minimum PES requirements set out above.

3.4 Periodic audit will be conducted by Purchaser for ensuring compliance with this policy by Supplier. Failure to complete the PES to Purchaser's standard will result in the site access to the facility and/or Purchaser's confidential information access being refused or withdrawn as the case maybe.

- 3.5 Access to a Purchaser's site and/or issuance of a site pass will only be permitted to a CW on presentation of a suitable form of identity on their initial visit to a site.
- 3.6 Where there is a specific business requirement, any CW who has not completed the PES process may be issued with a temporary pass for a maximum of 5 days. During this period, the CW will not be allowed to access the Purchaser's confidential information until all the necessary PES screening checks have been completed satisfactorily. They must also be escorted to and from their work station.
- 3.7 PES Failures – Debarment Criteria
- Supplier will not cause any person who is deemed to have failed PES to work on Purchaser's sites and/or only have access to the Purchaser's confidential information if :
1. There is evidence that the job application is fraudulent i.e. documentation and information provided is false
 2. The stated qualifications and employment positions within the application are false
 3. The individual has no right to work in Malaysia, and/or not in compliance with the prevailing Immigration Act and/or any other statutory enactments from time to time in force
 4. The documentation supporting the individual's right to work in Malaysia has expired
 5. The individual had previously been an employee of the Purchaser or any company within the GlaxoSmithKline group of companies and had been dismissed for gross misconduct.
- 3.8 Supplier shall obtain CW's express consent in writing in relation to the screening and possible audit by Purchaser before the screening is conducted.

SCHEDULE 2

ANTI-BRIBERY AND CORRUPTION REQUIREMENTS

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 Purchaser 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 Purchaser's business.
2. Purchaser shall be entitled to terminate this Agreement immediately on written notice to Supplier, if Supplier fails to perform its obligations in accordance with this Schedule 2. Supplier shall have no claim against Purchaser for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Schedule 2.
3. 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 Purchaser and, when requested by Purchaser, only in the presence of a Purchaser 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 Purchaser in writing prior to the commencement of this Agreement: (1) none of their significant shareholders (>25% shareholding) or senior management have influence over Purchaser'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 Purchaser business; (3) 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 Purchaser business or providing services or products to, or on behalf of Purchaser; (4) 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 Purchaser in performance of this Agreement. Supplier shall inform Purchaser in writing at the earliest possible opportunity of any conflict of interest as described in this paragraph 5 that arises during the performance of this Agreement.
6. Purchaser 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 Purchaser.

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 Purchaser believes that there has been a possible violation of the terms of this Agreement, Purchaser 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 Purchaser determines in good faith has a legitimate need to know.

SCHEDULE 3

ENVIRONMENT, HEALTH & SAFETY REQUIREMENTS

Supplier shall:

- (i) comply with all applicable laws, regulations, licenses, permits, information registrations and restrictions;
- (ii) 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;
- (iii) 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;
- (iv) disclose and report proactively to Purchaser on incidents requiring notification to EHS regulators and any associated fines, prosecutions or civil actions;
- (v) provide relevant information, education and training to workers on the hazards, risks and controls associated with their job;
- (vi) 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;
- (vii) provide and maintain emergency detection systems and an effective response capability; and
- (viii) cooperate fully with the completion of an onsite EHS audit of Supplier’s facility/premises when requested by Purchaser.

SCHEDULE 4

PROTECTION OF GSK PERSONAL INFORMATION

1. Definition

- 1.1 “Processing” (and its conjugates, including without limitation “Process”) means any operation or set of operations that is performed upon any information or data, including, without limitation, collection, recording, retention, alteration, use, disclosure, access, transfer, storage, or destruction of Personal Information.

GSK Personal Information will be Processed by Supplier as necessary for, and for the purposes of, the provision of services or other obligations set forth in the Agreement.

Unless stated otherwise in the Agreement, or agreed in writing between the parties, GSK Personal Information will be Processed for the term of the Agreement, and any such additional period as may be stated therein.

2. Retention and Return of GSK PERSONAL INFORMATION

- 2.1 Supplier shall retain Purchaser’s Personal Information only for as long as specified in the Agreement or as otherwise necessary to satisfy the purposes for which it was provided to Supplier, except only to the extent longer retention is required by applicable law.
- 2.2 Supplier shall (at its sole cost) return, delete or destroy, as specified by Purchaser, all GSK Personal Information then in its possession or under its control, including without limitation all originals and copies of such GSK Personal Information, upon Purchaser’s request for any reason. Supplier shall certify compliance with this requirement by written notice to Purchaser received no later than thirty (30) days following such return, deletion or destruction of all GSK Personal Information.

3. Personal Information Handling

- 3.1 When transferring Purchaser’s confidential information (including GSK Personal Information), and in communications between Purchaser and Supplier, Supplier will use encryption when transmitted over non-secure channels including remote connectivity. Supplier will use solutions that meet or exceed current industry standards, to Purchaser’s reasonable satisfaction.
- 3.2 Upon discovering any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, GSK Personal Information (a “Data Security Breach”), Supplier will send an e-mail to csir@gsk.com notifying Purchaser without undue delay, and in any case within (6) six hours. Supplier shall work with Purchaser in good faith to identify a root cause and remediate a Data Security Breach
- 3.3 Supplier will ensure that all security incidents involving GSK Personal Information are managed in accordance with appropriate incident response procedures.

4. DATA PRIVACY

4.1 Personal Information

- 4.1.1 Each party acknowledges that, for the purpose of laws applicable to Personal Information, Purchaser is the controller of the GSK Personal Information and Supplier is the processor.
- 4.1.2 Before Processing any GSK Personal Information Supplier shall ensure, taking into account industry good practice, the costs of implementation and the nature, scope, context and purpose of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, that appropriate technical and organisational controls are in place to prevent unauthorised or unlawful Processing of

any such Personal Information it may hold and to protect any such Personal Information from accidental loss, damage or destruction.

4.1.3 Supplier shall:

- a) only Process GSK Personal Information in accordance with the documented instructions of Purchaser (including to the extent necessary to comply with its obligations under the Agreement);
- b) inform Purchaser if, in Supplier's opinion, any of Purchaser's instructions would breach Data Protection Law; and
- c) assist Purchaser with undertaking an assessment of the impact of Processing GSK Personal Information, and with any consultations with a supervisory authority, if and to the extent an assessment or consultation is required to be carried out under Data Protection Law.

4.2 **Data Subject Rights**

Supplier shall:

- 4.2.1 implement appropriate technical and organisational measures for the fulfilment of Purchaser's obligation to respond to requests by data subjects to exercise their rights of access, rectification or erasure, to restrict or object to Processing of Personal Information, or to data portability; and
- 4.2.2 if a data subject makes a written request to Supplier to exercise any of the rights referred to in Clause 4.2.1, forward the request to Purchaser promptly, and in any event within five (5) days from the date on which Supplier received the request, and upon Purchaser's reasonable written request, provide Purchaser with all co-operation and assistance reasonably requested by Purchaser in relation to that request to enable Purchaser to respond to that request in compliance with applicable deadlines and information requirements.

4.3 **Sharing of Personal Information**

Supplier shall:

- 4.3.1 not engage another processor without prior specific or general written authorisation of Purchaser and, in the case of general written authorisation, inform Purchaser of any intended changes concerning the addition or replacement of other processors, thereby giving Purchaser the opportunity to object to such changes;
- 4.3.2 before disclosing GSK Personal Information to any processor, enter into a contract with that processor under which the processor agrees to comply with obligations equivalent to those set out in the Agreement, including this Schedule;
- 4.3.3 notwithstanding the foregoing, Supplier shall remain fully liable to Purchaser for the performance of any sub-processor's obligations; and
- 4.3.4 before disclosing GSK Personal Information to any of its employees and representatives, and the employees and representatives of each of its processors, in each case who have access to the GSK Personal Information, ensure that those persons:
 - a) have undergone appropriate training in data protection and the care and handling of Personal Information; and
 - b) are bound to hold the information in confidence to at least the same standard as required under this Agreement (whether under a written agreement or otherwise).

4.4 **No Transfer**

The Supplier shall not transfer any GSK Personal Information to any jurisdiction not previously agreed in writing with Purchaser, or transfer any GSK Personal Information to any third party, without the further prior written consent of Purchaser, which consent may be subject to the Supplier (or the relevant third party) entering into a data transfer agreement with Purchaser and entering into such other arrangements as Purchaser may reasonably require to satisfy the requirements that Purchaser or any of its affiliates may have as data controllers under any applicable law. Where Purchaser 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.

4.5 **Third Party Data**

All or part of the GSK Personal Information may contain data that is licensed to Purchaser by third parties. At Purchaser'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.

5. Compliance with Data Protection Law

- 5.1 Supplier will promptly notify Purchaser if it receives any complaint, notice or communication which relates directly or indirectly to the Processing of the Personal Information, or to either party's compliance with Data Protection Law, and shall fully co-operate and assist Purchaser in relation to any such complaint, notice, communication or non-compliance; and
- 5.2 Supplier will, upon Purchaser's reasonable written request, provide all information necessary to demonstrate compliance with these terms, and allow Purchaser or an auditor appointed by Purchaser to carry out audits, including inspections of facilities, equipment, documents and electronic data, relating to the Processing of GSK Personal Information by Supplier or any processor, to verify compliance with these terms.