

**GLAXOSMITHKLINE TERMS AND CONDITIONS OF PURCHASE
(GOODS & SERVICES)
("Terms and Conditions")**

1. DEFINITIONS

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

"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.

"Foreign Supplier" means a Supplier who is incorporated or registered for business in a country other than the Philippines.

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

"Government Official" means (a) any officer or employee of a government or any department, agency or instrumentality of a government; (b) any person acting in an official capacity on behalf of a government or any department, agency, or instrumentality of a government; (c) any officer or employee of a company or business owned in whole or part by a government; (d) any officer or employee of a public international organization such as the World Bank or United Nations; (e) any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or (f) any candidate for political office.

"GSK Product" shall mean an investigational or licensed medicinal product, consumer healthcare product, vaccine, biological product or device whether under development by, or manufactured, marketed, supplied or distributed by or on behalf of, any division or operating company of GSK, whether in the Philippines or in any other country.

"Incoterms" means the prevailing International Chamber of Commerce Rules for the interpretation of trade terms.

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

"Local Supplier" means a Supplier who is incorporated or registered for business in the Philippines.

"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.

"Purchaser" means the GSK legal entity specified in the Purchase Order.

"Purchase Order" means an order placed by Purchaser which is either attached or overleaf.

"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.

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. In the event of an inconsistency between these Terms and Conditions and a full blown/long form contract between the parties, the latter shall prevail, unless expressly provided otherwise on such contract.
- 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 Philippine law. In case of a Foreign Supplier, the 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 Supplier shall provide Purchaser with:-
 - (i) details of the anticipated lead times between placing an order and delivery of any Goods; and
 - (ii) working programmes for the Services as Purchaser may reasonably require within thirty (30) days of receipt of the Purchase Order. Supplier's working programmes shall give details of its proposals for carrying out the Services within the time stipulated indicating the sequence and timing of all operations forming part of the Services.Supplier shall keep Purchaser informed of progress but notification of any delay in progress shall not relieve Supplier from complying with timelines originally specified.
- 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.
- 3.4 Purchaser may, by notice in writing to Supplier, cancel any delivery of Goods or Services which in Purchaser's opinion cannot be made within a reasonable time after the due date, without being liable to 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 they are delivered at the place specified in the Agreement and a nominated employee of Purchaser signs a delivery note.
- 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 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 Value Added Tax and all other taxes and (unless Incoterms are agreed in case of Foreign Supplier) inclusive of delivery and insurance, packaging and other related charges. Any increase in the Purchase Price for any reason shall be subject to the express prior written consent of Purchaser.

Purchaser shall deduct applicable withholding taxes from amounts payable to Supplier but shall furnish the latter with proof of remittance of taxes withheld. 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 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.

Purchaser shall be entitled to withhold payment of all disputed portions of invoices including any dispute that may arise in relation to or in connection with the preceding paragraph (without interest or penalty) until resolution of the dispute is reached, whereupon any further amount shall be paid within sixty (60) days from the date the dispute is resolved.

- 5.2 Payment of the Purchase Price will be made by Purchaser to Supplier within the term as indicated on the face of the Purchase Order. Purchaser reserves the right to set off any sums in respect of which Supplier may be in default 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.
- 5.3 The correct Purchase Order number 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.
- 5.4 To ensure payment in accordance with the above procedure all invoices must be received at the invoice address shown on the Purchase Order. All invoices shall be submitted in duplicate and 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 Purchaser shall be entitled to withhold payment of all disputed portions of invoices (without interest or penalty) until resolution of dispute, whereupon the agreed amount shall be paid within the term indicated in the face of the Purchase Order when the dispute is resolved.
- 5.6 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 any such audit or audits reveal any error 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.

6. QUALITY AND FITNESS FOR PURPOSE OF GOODS

- 6.1 Supplier represents, warrants and undertakes that the Goods and Services:-
 - (i) comply in all respects with the Specification(s) or samples and all modifications that may be agreed in writing between Supplier and Purchaser;
 - (ii) comply with all implied conditions, warranties and terms including those contained in Consumer Act of the Philippines (R.A. No. 7394), and all relevant laws, rules and regulations, and any re-enactment(s) or modifications thereof;
 - (iii) are fit for the purpose for which they are intended, are of satisfactory merchantable quality, are free from all latent and patent defects in design, material and workmanship or otherwise.
- 6.2 Supplier undertakes that the Goods will be supplied with adequate instructions as to use and use-by date.
- 6.3 Should any work be required which is not specified in the Purchase Order but which, in the reasonable opinion of the Purchaser is nevertheless necessary for the proper supply of the Goods, Supplier shall perform this work and such work shall be deemed to have been included in the Purchase Price.

- 6.4 Supplier represents, warrants and undertakes that title to all Goods supplied shall be free and clear of all liens, encumbrances, security interests or other claims. In the event of a breach of this Clause, Purchaser may (without prejudice to any other rights or remedies) purchase from third party(s) goods which in Purchaser's opinion is an appropriate substitute for the Goods to be provided under the Agreement and Supplier shall indemnify Purchaser for all Loss suffered or incurred by Purchaser as a result thereof (including the difference between the Purchase Price and the price payable to such third party(s)).

7. REJECTION, REPAIR AND REPLACEMENT

- 7.1 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 works;
 - (b) replace the defective Goods and Services at the site of delivery or Supplier's works 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 to be provided under the Agreement; 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)).

- 7.2 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.

- 7.3 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.

- 7.4 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.

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.

- 7.5 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.

8. STANDARD OF SERVICES

- 8.1 Supplier undertakes that Services:
- (i) shall be performed in a good and workmanlike fashion and with all due speed, care, skill and diligence. Supplier shall furnish the working programmes for the Services as Purchaser may reasonably require within thirty (30) days of receipt of the Purchase Order. Supplier's working programmes shall give details of its proposals for carrying out the Services within the time stipulated indicating the sequence and timing of all operations forming part of the Services; and
 - (ii) shall be carried out in accordance with the Agreement, with current industry standard codes of practice, and the highest standards prevailing in Supplier's industry. Supplier shall ensure that all of its personnel and sub-contractors are suitably qualified to perform the Services and that all necessary licences, work permits or other authorisations have been obtained and will be maintained for the duration of the performance of the Services.
- 8.2 Supplier represents, warrants and undertakes that title to all Services supplied shall be free and clear of all liens, encumbrances, security interests or other claims. In the event of a breach of this Clause, Purchaser may (without prejudice to any other rights or remedies) purchase from third party(s) services which in Purchaser's opinion is an appropriate substitute for the Services to be provided under the Agreement and Supplier shall indemnify Purchaser for all Loss suffered or incurred by Purchaser as a result thereof (including the difference between the Purchase Price and the price payable to such third party(s)).
- 8.3 Should any work be required which is not specified in the Purchase Order but which, in the reasonable opinion of the Purchaser is nevertheless necessary for the proper supply of the Services, Supplier shall perform this work and such work shall be deemed to have been included in the Purchase Price.
- 8.4 If any materials which are required by Purchaser for the provision of the Services are not delivered fully in accordance with any stipulations in the Agreement, Supplier shall, without limiting Purchaser's other remedies, immediately effect correct delivery and shall be responsible for any additional costs and expenses incurred by both parties in so doing.

9. PACKAGING

Supplier will package and label the Goods in a manner suitable for transit and storage at no cost to Purchaser. Purchaser will not pay for or return Packaging materials unless previously agreed in writing between the parties. Packaging must comply with all relevant legislative requirements, including those pertaining to environment and occupational health and safety standards. Supplier will investigate potential environmental improvements to Packaging and will, where practicable, use minimal Packaging, recyclable Packaging and recycled materials as appropriate.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 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.
- 10.2 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.
- 10.3 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.

10.4 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 assign all such Intellectual Property Rights to the Purchaser.

10.5 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.

10.6 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.

11. CONFIDENTIALITY AND PUBLICITY

11.1 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.

11.2 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.

11.3 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.

12. FORCE MAJEURE

12.1 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.

- 12.2 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.

13. COMPLIANCE WITH STATUTES AND REGULATIONS

- 13.1 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 the regulation of pharmaceutical, nutritional and cosmetic products, sanctions and export controls, health, safety, environment, welfare, production, storing, handling and delivery of the Goods and performance of the Services.
- 13.2 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 13.
- 13.3 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.

14. ANTI BRIBERY AND CORRUPTION

- 14.1 Supplier agrees that it shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that it has not, and covenants that it will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting it or GSK in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to government officials to secure or expedite a routine or necessary action to which we are legally entitled.
- 14.2 GSK shall be entitled to terminate this Agreement immediately on written notice to Supplier, if Supplier fails to perform its obligations in accordance with this Clause. Supplier shall have no claim against GSK for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause.

15. ETHICAL STANDARDS AND HUMAN RIGHTS

Supplier represents and warrants, to the best of its knowledge, that in connection with this Agreement, it respects the human rights of its staff and does not employ child labor, forced labor, unsafe working conditions, or cruel or abusive disciplinary practices in the workplace and that it does not discriminate against any workers on any ground (including race, religion, disability, gender, sexual orientation or gender identity); and that it pays each employee at least the minimum wage, provides each employee with all legally mandated benefits, and complies with the laws on working hours and employment rights in the countries in which it operates. Supplier shall be respectful of its employees right to freedom of association and Supplier shall encourage

compliance with these standards by any supplier of goods or services that it uses in performing its obligations under this Agreement.

16. ADVERSE EVENT

In the event that the Supplier comes into contact with Human Safety Information (Adverse Events) from Healthcare Practitioners (HCPs), patients, customers or consumers using GSK Products, and if in the course of this Agreement, the Supplier or any of its contractors is informed or becomes aware of any AE (whether the information relates to the GSK Product by reference to its generic name or by reference to its trade mark) it shall forward such information to Supplier within 24 hours of initial receipt (or next working day if over a weekend) through the details provided below. All AEs must be reported using the most up to date AE reporting form. This form must carry the project no./activity ID. Supplier must request the most up to date AE reporting form from the GSK contact.

Safety Information contact details:

Email: ph.safety@gsk.com

Mobile number: 0917-8890640

17. PRODUCT COMPLAINTS

- 17.1 In the event that the Supplier receives a product complaint whether oral or written, the Supplier shall follow its procedure for customer inquiry and incident response to immediately report all such product complaints to the Purchaser in writing, or by telephone with prompt written confirmation, in the form of Product Complaint form which are annexed as Schedule 1 hereto.
- 17.2 Under no circumstances will the Supplier, unless it has first obtained the prior written approval of the Purchaser's representative, take any action on any products complaints or AEs reports reported to it.

18. DATA PRIVACY

In the event that the Supplier handles Personal Information on behalf of GSK, the provisions in Schedule 2 shall govern.

19. INSPECTION

- 19.1 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.
- 19.2 Supplier shall, and shall ensure that its sub-contractors shall, grant a right of access to Purchaser and all third parties 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.
- 19.3 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.
- 19.4 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.

20. HAZARDS

- 20.1 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.

- 20.2 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.
- 20.3 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.
- 20.4 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.

21. 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.

22. SUPPLIER'S EMPLOYEES

- 22.1 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 and all the salaries, benefits and privileges entitled to its employees granted under labor laws, rules and regulations, including taxation that may arise therefrom, and shall indemnify and hold GSK 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 GSK suffers or incurs as a result of Supplier's failure to comply with these requirements.
- 22.2 Supplier shall deal with all issues relating to the employment or engagement of the Supplier's employee including without limitation: disciplinary and performance issues; grievances; 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.
- 22.3 Supplier shall comply with Purchaser's Pre-Engagement Screening ("PES") requirements in respect of each 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 3 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.
- 22.4 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.
- 22.5 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.

- 22.6 Supplier will ensure that all its employees comply with certain Purchaser's global (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 data.
- 22.7 Supplier will provide each employee with copies of the current relevant Purchaser policies, as provided by Purchaser to Supplier from time to time.
- 22.8 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 immigration laws or any other related laws, rules and regulations; 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.

23. SOFTWARE DEFECTS

- 23.1 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.
- 23.2 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.

24. LIABILITY AND INSURANCE

- 24.1 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.
- 24.2 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.
- 24.3 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

- 24.4 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.
- 24.5 Purchaser's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity.
- 24.6 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.

25. DOCUMENTATION AND RECORDS

- 25.1 Supplier shall keep complete all records related to the services performed and any other records generated as a part of this Agreement for ten (10) years from the termination of this Agreement or longer as may be required by local legislations or regulations.
- 25.2 Such records shall include any operational documentation pertaining to Supplier's services under this Agreement, including records relevant to any costs or expenses incurred by Supplier on behalf of the Purchaser, any financial records, procedures (including records for compliance with federal, state and local law), those specified in the service requirement as being required for customs clearance and such other documentation pertaining to Supplier's services under this Agreement.
- 25.3 Supplier shall preserve all such records electronically or in hard copy. Supplier shall transfer upon request copies all such records to the Purchaser at the Purchaser's own expenses and costs upon the expiration of the retention period provided in this Clause 25.
- 25.4 In the event a legal matter arises requiring preservation of certain records, Supplier shall suspend destruction of such records as requested by Purchaser or any governmental body and transfer a copy of these records to Purchaser at Purchaser's own expenses and costs.
- 25.5 During the term of this Agreement and, thereafter, in accordance with any applicable records retention period required under this Clause 25, Purchaser shall have the right to inspect, copy and audit such records during regular working hours of Supplier. Supplier shall fully cooperate in any such inspection or audit of its records.

26. ASSIGNMENT

- 26.1 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.
- 26.2 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.

27. 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 Clause 26 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.

28. 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.

29. TERM AND TERMINATION

- 29.1 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.
- 29.2 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.
- 29.3 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.
- 29.4 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.

30. CONSEQUENCES OF TERMINATION

- 30.1 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; 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.
- 30.2 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.
- 30.3 Termination or expiry shall not relieve either party from any liability or action accrued prior to such termination or expiry.
- 30.4 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.
- 30.5 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. 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.

31. POLICIES AND PROCEDURES

- 31.1 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.
- 31.2 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.

32. 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.

33. 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.

34. AMENDMENT

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

35. DISPUTE RESOLUTION

- 35.1 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.
- 35.2 Save as provided for in Clause 35.3 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 the dispute shall be referred by either party to the jurisdiction of a competent court in Makati City, Philippines, to the exclusion of all other courts of equal and competent jurisdiction.
- 35.3 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 shall 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. If parties fail to reach a mutual agreement on who to appoint as independent expert within the abovementioned thirty (30) days, the Technical Dispute shall be referred by either party to litigation as referred to under Clause 35.2 above.

In the event that 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.

36. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of the Agreement shall be governed by the laws of the Philippines.

SCHEDULE 1

PRODUCT COMPLAINT FORM

MEDICAL AFFAIRS AND PHARMACOVIGILANCE

Report

☐ Initial

☐ Follow-up

____ / 20 ____ / ____

Date of Contact: _____

Reporter		Healthcare Professional					
Name: _____		Name: _____					
Address: _____ _____		Address: _____ _____					
Phone: _____		Phone: _____					
<input type="checkbox"/> Doctor GP or Specialist <input type="checkbox"/> Pharmacist Retail or Hospital <input type="checkbox"/> Nurse <input type="checkbox"/> Patient <input type="checkbox"/> GSK Employee → Receipt Date: _____		<input type="checkbox"/> Doctor GP or Specialist <input type="checkbox"/> Pharmacist Retail or Hospital <input type="checkbox"/> Nurse <input type="checkbox"/> Other: _____					
<input type="checkbox"/> Other Company → Receipt Date: _____ <input type="checkbox"/> Other: _____							
Consent to contact healthcare professional?							
<input type="checkbox"/> Yes → Complete Healthcare Professional Section <input type="checkbox"/> No							
Patient							
Name	Initials	Sex	Age	Date of Birth			
		<input type="checkbox"/> Male <input type="checkbox"/> Female					
GSK Drug(s) or Vaccine(s)							
Product Name	Batch Number	Formulation and Strength	Dosage	Indication	Start Date	Stop Date	
Concomitant Medications							
Event(s)							
Onset: _____		LMP: _____		EDD: _____			
Outcome: _____							
Other							
Serious? <input type="checkbox"/> Fatal <input type="checkbox"/> Disabling / Incapacitating <input type="checkbox"/> Life Threatening <input type="checkbox"/> Congenital Anomaly <input type="checkbox"/> Hospitalisation Required / Prolonged <input type="checkbox"/> Medically Serious (as per List A)		Product Complaint? <input type="checkbox"/> Yes → notify QA <input type="checkbox"/> No QA Ref No: _____		Legal Case? (Potential or Actual) <input type="checkbox"/> Yes → PRP <input type="checkbox"/> No		Media Involvement? (Potential or Actual) <input type="checkbox"/> Yes → CorpAffairs, PRP <input type="checkbox"/> No	

Event(s) ...continued

[illegible]

Relevant Medical History (including past exposure to GSK Drug(s) or Vaccine(s))

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SCHEDULE 2

PROTECTION OF GSK PERSONAL INFORMATION

1. DEFINITION

- 1.1 “GSK Personal Information” means any Personal Information that is provided to or obtained by Supplier or Supplier personnel in connection with the performance of Supplier’s obligations under the Agreement. GSK Personal Information will relate to the following categories of data subject, and will include the following types of Personal Information:
Data subjects: refers to an individual whose personal, sensitive personal, or privileged information is processed.
- 1.2 “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.
- 1.3 “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 GSK’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 GSK, 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 GSK’s request for any reason. Supplier shall certify compliance with this requirement by written notice to GSK received no later than thirty (30) days following such return, deletion or destruction of all GSK Personal Information.

3. PERSONAL INFORMATION HANDLING.

- 3.1 When transferring GSK confidential information (including GSK Personal Information), and in communications between GSK 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 GSK’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 GSK without undue delay, and in any case within (6) six hours. Supplier shall work with GSK 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, GSK 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 GSK (including to the extent necessary to comply with its obligations under the Agreement);
 - b) inform GSK if, in Supplier's opinion, any of GSK's instructions would breach data protection laws; and
 - c) assist GSK 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 laws.
- 4.2 Data Subject Rights
Supplier shall:
 - 4.2.1 implement appropriate technical and organisational measures for the fulfilment of GSK'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 GSK promptly, and in any event within five (5) days from the date on which Supplier received the request, and upon GSK's reasonable written request, provide GSK with all co-operation and assistance reasonably requested by GSK in relation to that request to enable GSK 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 GSK and, in the case of general written authorisation, inform GSK of any intended changes concerning the addition or replacement of other processors, thereby giving GSK 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 GSK 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 GSK, or transfer any GSK Personal Information to any third party, without the further prior written consent of GSK, which consent may be subject to the Supplier (or the relevant third party) entering into a data transfer agreement with GSK and entering into such other arrangements as GSK may reasonably require to satisfy the requirements that GSK or any of its affiliates may have as data

controllers under any applicable law. Where GSK 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 GSK by third parties. At GSK'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 LAWS

- 5.1.1 Supplier will promptly notify GSK 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 laws, and shall fully co-operate and assist GSK in relation to any such complaint, notice, communication or non-compliance; and
- 5.1.2 Supplier will, upon GSK's reasonable written request, provide all information necessary to demonstrate compliance with these terms, and allow GSK or an auditor appointed by GSK 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.

PHILIPPINES
ENGAGEMENT OF PERSONNEL ON SITES

1. Purpose

The PES requirements are required for all categories of Complementary Workers ("CW") with unaccompanied access on GSK Sites and access (including remote access) to GSK network. CW are non-GSK payroll workers including without limitation, the Supplier.

2. Responsibility

- 2.1 CW 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 a GSK site, of any of their employees and/or personnel and/or any other 3rd party engaged by CW, who have unaccompanied access on GSK sites or access to GSK IT network whether access is remote or not. It's the responsibility of CW 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 GSK sites and/or only have access to the GSK network.
- 2.2 For CW with a gap of 3 months or more since the previous assignment at GSK, then the PES requirements outlined below must be completed.

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 the Philippines, in compliance with the prevailing immigration laws, rules and regulations in force
 - 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 as an indication of individual's suitability for employment at GSK
 - Verification of dates of employment claimed for the preceding 5 years if Reference Check is a requirement
 - Criminal record check
 - Financial/credit check (only when considered necessary for the position by GSK)Disclosure of any directorships held by the candidate (only when considered necessary for the position by GSK)
 - A check of motor vehicle licenses where driving is a contractual requirement
- 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 GSK and/or in compliance with local health and risk assessment legislation, GSK may require CW to carry out additional checks and investigations on CW's employees and/or Personnel in addition to the minimum PES requirements set out above.
- 3.4 Periodic audit will be conducted by GSK for ensuring compliance with this policy by CW. Failure to complete the PES to GSK standard will result in the site access to the facility and/or GSK network access being refused or withdrawn as the case maybe.
- 3.5 Access to a GSK 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 five (5) days. During this period, the CW will not be allowed to access the GSK Network 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

CW will not cause any person who is deemed to have failed PES to work on GSK sites and/or only have access to the GSK network if:

- There is evidence that the job application is fraudulent i.e. documentation and information provided is false
- The stated qualifications and employment positions within the application are false
- The individual has no right to work in the Philippines, and/or not in compliance with the prevailing immigration laws, rules and regulations in force
- The documentation supporting the individual's right to work in the Philippines has expired
- The individual had previously been an employee of GSK and had been dismissed for gross misconduct as a result of reference check.