

**GLAXOSMITHKLINE INC. (“GSK”) - KOREA
GENERAL TERMS AND CONDITIONS**

1. TERM

The term of this Purchase Order (“PO”) shall commence as of the effective or start date stated on the face of this PO, or if no effective or start date is stated, then as of the order date of this PO, and shall terminate when (a) all goods covered by the PO have been delivered and accepted or (b) all services have been fully performed, unless earlier terminated in a manner provided in this PO.

2. ACCEPTANCE

The goods and services specified in this PO shall be furnished by the Supplier subject to all the terms and conditions set forth herein, which the Supplier, in accepting this PO, agrees to be bound by and to comply with. Written acceptance or shipment of all or any portion of the goods, or the performance of all or any portion of the services, covered by this PO shall constitute unqualified acceptance of all of its terms and conditions. The Supplier is an independent contractor and neither the Supplier nor any individual performing the services or delivering goods to GSK is an employee of GSK as per applicable laws, nor are they entitled to any rights or remedies available to employees under applicable laws. The Supplier has no authority to assume or create any obligation in the name of GSK. Notwithstanding any legal rule of construction to the contrary, in the event of any inconsistency between the matters on the face of this PO and the pre-printed terms and conditions of the PO, the latter shall prevail. In the event of any inconsistency between the terms and conditions of this PO and the provisions of another written agreement between the parties pertaining to the same subject matter, the latter shall prevail. Subject to the terms set forth herein, the Supplier acknowledges that GSK shall have no obligation to purchase any minimum level of goods or services from the Supplier.

3. SCOPE OF SERVICES

The Supplier shall perform the service in all respects as specified in the relevant SOW or PO as applicable. The Supplier shall commence the relevant service only upon receipt of the relevant SOW or PO as applicable unless otherwise pre-approved by GSK in writing.

The Supplier shall perform the service in compliance with any and all applicable regulations and GSK internal guidelines, including but not limited to the Code of Conduct of Korean Research-based Pharmaceutical Industry Association and GSK’s Code of Conduct.

The Supplier shall keep and retain true and accurate books and records concerning the services rendered and shall make available all such books and records to GSK as reasonably necessary to verify costs and expenses in connection with the performance of the services pursuant to this PO.

Upon request of GSK, any originals of such books and records shall be made available to GSK by the Supplier.

4. PRICE AND PAYMENT

As consideration for the service provided by the Supplier, GSK agrees to pay the Supplier in accordance with this the relevant SOW and/or PO. GSK shall have no obligation to pay for any service performed by the Supplier prior to the Supplier’s receipt of an SOW or PO as issued by GSK.

Upon completion of the service, the Supplier shall submit to GSK any and all materials related to the service, as well as evidentiary documents of expenses to be claimed by the Supplier. Once GSK confirms the expenses and materials and documents thereof, the Supplier shall submit a properly completed invoice for the expenses to GSK. A properly completed invoice shall include total expenses, breakdown of total expenses by item including any discounts or savings and expense details for each item as supported by evidentiary documents.

The payment is full and complete compensation for all obligations of the Supplier under the PO. Any fees and expenses additionally to be incurred by the Supplier in performing the service under the PO shall be subject to GSK's prior approval. All claims for approved expenses shall be submitted with a properly completed invoice for the expenses, failure of which shall release GSK from any obligation to reimburse such expenses.

All invoice confirmed by GSK shall be payable within sixty-five (65) days upon receipt of the invoice by GSK.

GSK reserves the right to withhold payment, whether in whole or in part, of any invoice that does not comply with this PO and/or the underlying Agreement. In such case, GSK will on receipt of such invoice promptly notify the Supplier of the reason for such withholding and, where applicable, pay the undisputed part of such invoice. Notwithstanding any dispute which may arise between the parties, the Supplier shall continue to perform all its obligations under the PO and/or the underlying Agreement.

5. REPRESENTATIONS AND WARRANTIES

The Supplier represents and warrants to GSK that: the Supplier has full capacity, right, power and authority to enter into the PO, and there is nothing which will prevent the Supplier from performing its obligations under the terms and conditions of the PO; the Supplier's execution and performance of the PO will not violate or infringe upon the rights of GSK and any third party, including, but not limited to confidential relationships, publicity rights, privacy rights, intellectual property rights and will not conflict with or violate any commitment to, or agreement or understanding the Supplier has or will have with, any other person or entity; it will continue to exercise in the performance of services agreed with that standard of skill, care and diligence reasonably to be expected of a properly qualified and competent organizer and manager of corporate events experienced in providing full services for high quality prestige clients at locations of comparable value, scope and complexity; and all books and records provided by the Supplier to GSK pursuant to the PO are true and correct in all respects.

The Supplier shall be liable for and shall indemnify and hold GSK, its members, officers, employees and agents against harmless from any liability, loss, claim proceedings or expense whatsoever suffered or incurred by GSK, arising from: any breach of any covenant, representation, warranty or agreement made by the Supplier; any damages incurred by GSK based upon or arising out of any action brought by a third party, including but not limited to infringement of intellectual property right, and personal injury (including death) or damage to property caused by negligent or willful act of the Supplier or its employees or agents.

6. ANTI-BRIBERY AND ANTI-CORRUPTION

The Supplier agrees that it shall comply fully at all time with all applicable laws and regulations, including but not limited to applicable anti-corruption laws, and that it has not, and covenants that it will not in connection with the performance of this PO, 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.

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

The 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 PO, without the prior written approval of GSK and, when requested by GSK, only in the presence of a GSK designated representative.

For the purpose of this PO, “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 the 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.

The Supplier shall inform GSK in writing, if, during the course of this PO, it is convicted of or pleads guilty to a criminal offense involving fraud or corruption, or becomes the subject of any governmental investigation of such offenses, or is listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs.

The Supplier represents and warrants that except as disclosed to GSK in writing prior to the commencement of this PO: (1) it does not have any interest which directly or indirectly conflicts with proper and ethical performance of this PO; and (2) it shall maintain arms-length relations with all third parties (including government officials) with which it deals for or on behalf of GSK or in performance of this PO.

GSK shall have the right during the term of this PO to conduct an investigation and audit of activities of the Supplier under this PO to monitor compliance with the terms of this PO. The Supplier shall cooperate fully with such audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of GSK.

The Supplier shall ensure that all transactions under this PO are properly and accurately recorded in all material respects on their books and records and each document upon which entries such books and records are based is complete and accurate in all material respects. The Supplier must maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-books accounts.

The Supplier agrees that in the event that GSK believes that there has been a possible violation of the terms of this PO, GSK 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 GSK determines in good faith has a legitimate need to know.

The Supplier shall provide anti-bribery and anti-corruption training to relevant personnel, including any relevant subcontractors, who act on behalf of GSK or interact with government officials during the course of any services provided to GSK. The Supplier shall provide GSK the opportunity to evaluate the training to determine whether it abides by GSK’s standards and shall conduct additional training, as requested by GSK. The Supplier, upon request by GSK, shall certify that the anti-bribery and anti-corruption training has taken place.

7. CONFIDENTIALITY AND RETURN OF MATERIALS

It may be necessary for the performance of this PO for GSK to disclose to the Supplier, information or data that is confidential and/or proprietary to GSK by nature of such information or is notified by GSK to the Supplier to be confidential (“**Confidential Information**”). The Supplier agrees to use Confidential Information solely to provide the service and will not, either during the term, or after the termination or expiration, of this PO, disclose any Confidential Information to any third party or use Confidential Information for its own advantage, other than in the performance of this PO.

The Supplier agrees not to disclose to any third party the nature or content of the service which the Supplier performs for GSK pursuant to this PO, and the Supplier agrees to take all precautions necessary to safeguard GSK’s property, including, without limitation, Confidential Information, that is in the Supplier’s possession, custody or control.

The Supplier shall exercise all reasonable efforts to prevent unauthorized employees and unauthorized third parties from gaining access to Confidential Information; disclose Confidential Information only to such of its employees, agents and/or affiliates who have a legitimate need to know such Confidential Information for the purpose of performing the Supplier's obligations under this PO; provided, however, before any release of Confidential Information, the Supplier shall bind its employees, agents and/or affiliates receiving such Confidential Information to a written agreement of confidentiality at least as restrictive as this PO; and prior to any disclosure, instruct its employees, agents and/or affiliates of the confidential nature of, and to maintain the confidentiality of, such Confidential Information.

This duty of confidentiality will not extend to any information: which at the time of receipt by the Supplier was in the public domain; which after receipt by the Supplier was made public otherwise than as a result of any act or omission by the Supplier; which the Supplier can establish by competent proof was in their possession or knowledge before receipt from GSK and was acquired directly or indirectly from a source wholly independent of GSK and is not otherwise subject to obligations of secrecy; hereafter becomes lawfully available to the Supplier independently of GSK without being subject to obligations of secrecy; or which is required by law to be disclosed.

In the event that such law requires disclosure of Confidential Information, the Supplier shall (1) provide prompt notice to GSK before such Confidential Information is disclosed and cooperate with GSK if GSK seeks protective order or other appropriate remedy for such Confidential Information; and (2) if no such protective order or other remedy is obtained, the Supplier will furnish only that portion of Confidential Information which is advised by its counsel as legally required to be furnished. The Supplier shall have the onus of proving that one or more of the above exceptions apply in the event of any disclosure by the Supplier.

GSK shall be entitled to terminate the PO immediately on written notice to the Supplier, if the Supplier fails to perform its obligations in accordance with this Clause.

The Supplier's obligation hereunder shall survive the expiration or termination of this PO and remain binding.

Upon termination of the Supplier's appointment under this PO for whatever reason, the Supplier shall immediately deliver and return to GSK all materials, account records, database, documents and other forms of information including Confidential Information, which may be in the Supplier's possession, custody or control and which are, in whole or in part, the property of GSK or which otherwise relate in any way to the business or affairs of GSK and no copies of the same or any part thereof shall be retained by the Supplier.

When there is any Confidential Information that the Supplier cannot return to GSK for whatever reason, the Supplier shall immediately report the existence of such Confidential Information to GSK, and shall destroy it according to GSK's instruction. Moreover, the Supplier shall submit to GSK a written confirmation and any evidentiary document, which support that the respective Confidential Information has been destroyed as instructed.

8. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

All rights and titles to any documents or materials in any form prepared, made or obtained by the Supplier for GSK in connection with the service shall belong to GSK, unless otherwise agreed by the parties in writing.

Upon GSK's request, the Supplier shall provide to GSK, an updated list of all materials prepared, made or obtained by the Supplier under this PO.

The Supplier shall promptly deliver to GSK the final versions of any materials developed and/or designed by the Supplier.

At GSK's request, the Supplier shall execute such documents as may be necessary to assign any intellectual property rights to GSK or its nominees, and where appropriate, to register and protect such rights in any country in the name of GSK or its nominees.

Where the service performed by the Supplier includes the use of any work protected by the rights of any third party, it will be the sole responsibility of the Supplier to obtain and provide GSK with any necessary permission or written license for GSK to lawfully use and exploit such existing work.

The Supplier will promptly inform GSK of any infringement or threatened infringement of any intellectual property rights of GSK that comes to the Supplier's attention.

At termination or expiration of this PO, any service prepared by the Supplier and other information disclosed to the Supplier by GSK of whatever form, whether the subject of copyright or not, will remain the property of GSK and will not be used by the Supplier or any third party thereafter. This will apply regardless of whether or not the physical embodiment of any creative work is in GSK's possession.

9. DATA PROTECTION

The Supplier shall abide by any acts regarding protection of information such as the Personal Information Protection Act ("PIPA") and the Act on Promotion of Information and Communication Network Utilization and Information Protection ("Network Act"), and shall take necessary measures to ensure the protection and secure management of GSK's information (including credit information) so that GSK can utilize the service safely.

To the extent necessary to provide the service to GSK, GSK delegates the task of processing the personal information dealt with in the PIPA or the Network Act to the Supplier. The relevant instructions regarding the delegation are as described in the "Agreement for Delegation of Personal Information Processing services" attached hereto as Appendix A, which constitutes a part of this PO.

The Supplier shall strictly maintain the security of the information, as it is delegated by GSK the task of processing personal information. Without GSK's express permission, the Supplier shall, in principle, not disclose or distribute any protected information to a third party, provided that, however, there are following exceptions: In cases where a government agency demands such information pursuant to regulations of the Acts such as the PIPA and the Network Act; In cases where there are investigation purposes relating to criminal prosecution or where the Korea Internet Safety Commission requests such information; or In cases where there is a request made pursuant to the procedures prescribed by other related laws and regulations.

10. LABOR RIGHTS

The Supplier represents and warrants, to the best of its knowledge, that in connection with this PO, it respects the human rights of its staff and does not employ child labor, forced labor, unsafe working conditions, discrimination of protected characteristics, or cruel or abusive disciplinary practices in the workplace; 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. The Supplier shall be respectful of its employees right to freedom of association and encourage compliance with these standards by any supplier of goods or services that it uses in performing its obligations under this PO.

11. ENVIRONMENT, COMMUNITY, HEALTH AND SAFETY

The Supplier agrees that it shall comply with all applicable laws, regulations, and/or terms and conditions of licenses and/or permits in connection with Environment, Health and Safety ("EHS") matters.

The Supplier warrants that: it has implemented an EHS policy and risk-based management system to ensure that it provides a safe and healthy workplace and protects the environment; and that at least one executive is in charge of

EHS matters and his or her organization has access to technical skills necessary to support corporate-wide efforts to comply with EHS legal obligations.

The Supplier shall report promptly to GSK regarding any matters requiring notification to EHS-related governmental authorities, including but not limited to non-compliance, civil/criminal actions, enforcement actions, and any sanctions therefrom.

The Supplier shall provide EHS education, training and materials to its workers on relevant risks or hazards they could face in their workplace and controls. In order to protect the workers, local communities and the environment from such risks or hazards, the Supplier shall provide the physical infrastructure and engineering controls necessary to ensure safe storage, handling, processing and disposal of materials and wastes.

The Supplier shall establish, implement and maintain emergency detection systems, together with an effective response capability.

12. TERMINATION AND REMEDIES

Either Party may terminate this PO or any service agreed hereunder immediately by written notice to the other Party: if an order of the court is made or a company resolution passed for the winding up of the other party (otherwise than for the purpose of reconstruction or amalgamation without insolvency.); if any creditor of the other Party files for the rehabilitation, composition, or bankruptcy; or if the other shall have breached any of its representations, warranties, covenants or other obligations under this PO, and which breach cannot be or has not been cured within ten (10) days after written notice has been delivered to the breaching party specifying such breach.

Upon termination or expiry of this PO, or any services agreed under this PO, for whatever reason, the Supplier shall fully cooperate with and provide all reasonable assistance to GSK to transfer the services either to GSK or a third party nominated by GSK promptly following such termination or expiry.

The termination of this PO for whatever reason shall not affect the accrued rights of either party arising out of this PO or the underlying Agreement up to the date of termination, including but not limited to the right to recover damages against the other and/or provisions which are expressed to survive this PO and such Agreement.

The following shall survive termination:

- (i) Clauses 7, 8 and 9 of this PO;
- (ii) any payment obligations accruing hereunder prior to the effective date of such termination; and
- (iii) any other provisions necessary to interpret the respective rights and obligations of the parties hereunder.

13. RELATIONSHIP OF THE PARTIES

GSK and the Supplier agree that nothing herein contained is intended to constitute them as employer/employee, joint venturers or partners, it being their intention that the Supplier is an independent contractor. Neither GSK nor the Supplier has the authority to make any statement, representation, commitment, or action of any kind which purports to bind the other without the other's prior written permission.

14. NO WAIVER

The failure to exercise or delay in exercising a right or remedy provided by this PO or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies unless expressly so provided in writing. No single or partial exercise of a right or remedy provided by this PO or by law prevents further exercise of the right or remedy or the exercise of any other right or remedy available under this PO or at law.

15. ASSIGNMENT AND SUB-CONTRACTING

The Supplier shall not assign this PO or any fees or amounts due to the Supplier hereunder, in whole or in part, without GSK's prior written permission. Any assignment in violation of this Clause will be null and void.

The Supplier may sub-contract work with respect to any part of the service upon prior written consent of GSK. In the event that GSK consents to any such sub-contracting, the Supplier agrees to include in the contract with any sub-contractor terms which reflect the obligations of the Supplier under this PO and the Supplier will remain fully responsible for performance of the service and compliance by each sub-contractor with the Supplier's obligations under this PO.

The Supplier shall act in all contracts and negotiations with third parties as principal at law and shall not enter into any contract or commitment, whether actual or contingent, in the name of, or on behalf of GSK.

16. GOVERNING LAW

This PO is to be construed and determined under the laws of the Republic of Korea, without giving effect to the conflict of laws principles thereof. Any dispute or controversy arising between the parties out of or in connection therewith, whether during or after its term, shall be subject to the exclusive jurisdiction of the Seoul Central District Court.

17. SEVERABILITY

Each provision of this PO is severable and distinct. In the event all or part of a provision of this PO is held by a court of competent jurisdiction to be invalid, unlawful, void or unenforceable, the remainder of this PO shall remain in full force and effect and shall be construed with only the invalid, unlawful, void or unenforceable portion deleted.

18. CONFLICT OF INTEREST

While providing the service under this PO, the Supplier agrees that it shall not be engaged in or concerned with either directly or indirectly any action, other business or profession which either competes with GSK or might otherwise cause a conflict of interest without the prior written consent of GSK. If in any doubt as to whether a conflict of interest exists, the Supplier shall immediately discuss the matter with GSK before taking such position.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions, terms and conditions of this PO (including its **Appendices**) represent the entire agreement of the parties with regard to the subject matter of this PO and supersede any prior oral or written matter not included herein or referred hereto.

The terms and conditions of SOW and/or POs to be appended hereto shall take precedence over any terms and conditions of this PO only to the extent of any inconsistency between them.

No waiver, modification, change or amendment of any of the provisions of this PO shall be valid unless in writing and signed by the party against whom such claimed waiver, modification, change or amendment is sought to be enforced.

**AGREEMENT FOR DELEGATION OF
PERSONAL INFORMATION PROCESSING SERVICES**

- 1. Purpose and Scope of Delegated Service.** The Supplier acknowledges that it may retain and process (as defined below) various types of personal information provided by GSK (including without limitation the personal information of GSK’s employees, suppliers, physicians and parties) (“Personal Information”) in order to perform the Service under this PO (“Purpose”).

 - 1.1** The Supplier may collect, generate, record, store, possess, process, edit, search, print out, correct, restore, use, provide, disclose or destroy any Personal Information or otherwise conduct any act similar to the foregoing in connection with the services delegated hereunder (collectively hereinafter referred to as “process”) only for the Purpose.
 - 1.2** In the event the Supplier processes Personal Information delegated by GSK hereunder, the Supplier shall neither process such Personal Information for any purpose other than to perform its obligations under this Agreement nor provide any third party with such Personal Information, except for the event of subcontracting in accordance with Section 6 below.
- 2. Right to Access and Use.** The Supplier agrees that (i) all Personal Information is and remains the exclusive property of GSK and (ii) it shall process the Personal Information provided pursuant to the Service solely as necessary to perform such services and as directed by GSK.
- 3. Obligation to Comply with Laws and Regulations and Obtain Consent.** In processing any Personal Information, the Supplier shall comply with the applicable laws and regulations, including without limitation, the PIPA and the Network Act, and in the event that the Supplier is required to receive consent of the subject of the Personal Information, including but not limited to the Supplier’s employees, the Supplier shall obtain such consent, including but not limited to consent regarding provision of Personal Information to GSK through appropriate procedures as required under the applicable laws and regulations.
- 4. Measures to Protect Personal Information.** The Supplier shall take each of the following measures in order to protect the Personal Information:

 - 4.1** Establishment and implementation of internal control plans to safely process Personal Information;
 - 4.2** Access control on the Personal Information as well as other measures to manage/restrict access to Personal Information;
 - 4.3** Encryption technologies to safely store and transmit Personal Information and other equivalent measures;
 - 4.4** Measures to retain, and prohibit forgery and alteration of, log-in records to respond to unauthorized access to Personal Information;
 - 4.5** Installation, update and inspection of security programs for Personal Information;
 - 4.6** Measures for physically safeguarding Personal Information; and
 - 4.7** Other measures notified by the Korea Communications Commission or the Ministry of Public Administration and Security
- 5. Prohibition of Subcontracting of Delegated Services.** The Supplier shall not subcontract all or any part of the delegated services of processing the Personal Information to a third party without the prior written consent of GSK.

 - 5.1** In the event the Supplier is requesting for prior written consent above, the Supplier shall submit to GSK materials showing the scope and purpose of the subcontracted services and the subcontracted service

provider's workforce, physical facilities, financial capabilities, degree of retained technology and the ability to bear liabilities.

- 5.2 In the event that the Supplier obtains GSK's consent to subcontract the delegated services of processing the Personal Information pursuant to the conditions set forth above, the Supplier shall receive the Letter of Undertaking from the subcontracted service provider that it will undertake all obligations imposed to the Supplier under this Addendum and submit the same Letter of Undertaking to GSK.

6. **Training, Monitoring, etc.**

- 6.1 The Supplier shall periodically inspect the status of Personal Information processing and provide training to its employees as to the measures to be duly considered in processing Personal Information.
- 6.2 GSK may inspect the status of the Supplier's Personal Information processing, and may either educate the Supplier or request the Supplier to educate its employees as to the processing of Personal Information, if necessary. Upon request by GSK, the Supplier shall immediately provide GSK with the materials concerning the status.

7. **Provision and Destruction of Information upon Expiration.** Upon termination of this PO and/or this Agreement as applicable for any reason, the Supplier shall return to GSK all Personal Information that the Supplier possesses in connection with the Service and immediately destroy the Personal Information which cannot be returned with the consent of GSK. After destroying or returning to GSK the Personal Information, as applicable, the Supplier shall provide GSK with a letter confirming such destruction or return of the Personal Information.

8. **Leakage of the Personal Information.** Upon leakage of any Personal Information processed by the Supplier, the Supplier shall immediately report to GSK the details, timing and circumstances of such leakage, the measures necessary to minimize any damage which may occur by such leakage, and take such measures upon GSK's request.

9. **Compensation for Damages.** If the Supplier violates any obligation under the applicable laws and regulations or the PO in connection with the processing of Personal Information, thereby causing damage to GSK or a third party, the Supplier shall be held liable to compensate for any and all damages caused by such violation.