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

1. DEFINITIONS

1.1. "**Abuse**" shall mean persistent or sporadic intentional excessive use of a Purchaser's Product by a patient or consumer accompanied by harmful physical and/ or psychological effects.

1.2. "**Adverse Event**" or "**AE**" shall mean any medical occurrence in a patient/ consumer, temporally associated with the use of a GSK Product, whether or not considered drug-related. An Adverse Event can include, without limitation:

1.2.1. any unintended sign (including an abnormal laboratory finding), symptom, or disease (new or exacerbated);

1.2.2. failure to produce expected benefits (i.e. lack of efficacy);

1.2.3. results from medication errors or misuse, including drug overdose, whether accidental or intentional;

1.2.4. results from off-label use;

1.2.5. results from drug abuse or drug withdrawal;

1.2.6. results from occupational exposure;

1.2.7. reports of patients taking the Purchaser's Products while pregnant;

1.2.8. reports of drug interaction;

1.2.9. information received as part of a product quality complaint;

1.2.10. unexpected therapeutic benefits – an unexpected improvement in a concurrent condition other than the one being treated.

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

1.4. "**Agreement**" means the agreement between the 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.

1.5. "**Confidential Information**" shall mean any non-public information furnished by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement or generated pursuant to this Agreement that is, or which the Disclosing Party designates or would reasonably regard as being confidential.

1.6. "**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 the Supplier or Purchaser as appropriate.

1.7. "**Force Majeure**" means fire, flood, earthquake, elements of nature or acts of God, acts or threatened acts of war, terrorism, riots, civil disorder, rebellions or revolutions, strikes, lockouts, or labour difficulties, rationing or unavailability of essential equipment, labour, or supplies and disruption to or unavailability of utilities and services, including, without limitation, electric power and telecommunications services or any other similar cause beyond a given party's reasonable control.

1.8. "**Foreign Supplier**" means a Supplier who is incorporated or registered for business in a country other than Singapore.

1.9. "**Goods**" means all (or any) of the goods covered by the Agreement including, but not limited to, raw materials, processed materials or fabricated products.

1.10. "**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 Territory or in any other country.

1.11. "**GST**" means Goods and Services Tax charged in accordance with the Goods and Services Tax Act (Cap. 117A) on the supply of goods and services.

1.12. "**Incoterms**" means the Year 2010 edition of the official International Chamber of Commerce Rules for the interpretation of trade terms.

1.13. "**Intellectual Property Rights**" means any registered and unregistered trademarks, trade names, brand names, logos, trade dress, designs, patents (including, but not limited to, applications for registration thereof) and any know how, copyright and database rights wherever subsisting.

1.14. "**Local Supplier**" means a Supplier who is incorporated or registered for business in Singapore.

1.15. "**Loss**" means all loss, damages, liability, claims, costs and expenses (including, but not limited to, legal costs and expenses, freight, clearance, duty and/or storage charges).

1.16. "**Medication Error**" shall mean any unintentional error on the prescribing, dispensing or administration of a GSK Product while the medication is in the control of a healthcare professional, patient or consumer.

1.17. "**Minimum Data Elements**" means:

1.17.1. unless the reporter is also a patient, a reporter who is identifiable by name, initials, address or qualification;

1.17.2. an identifiable patient/subject (i.e. identifiable by patient number, date of birth, age or sex);

1.17.3. at least one suspected Purchaser's Product; and

1.17.4. at least one suspected AE.

1.18. "**Misuse**" shall mean situations where the GSK Product is intentionally and inappropriately used not in accordance with the authorised product information.

1.19. "**Overdose**" shall mean administration of a quantity of a GSK Product given per administration or cumulatively which is above the maximum recommended dose according to the authorised product information. Clinical judgement should always be applied.

1.20. "**Packaging**" means bags, cases, carboys, cylinders, drums, pallets and other containers.

1.21. "**Personal Data**" means any data, whether true or not, about an individual who can be identified or could reasonably be identified (1) from that data, or (2) from that data and other information to which a party has or is likely to have access. Personal Data includes without limitation, an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity, regardless of the medium in which such information is displayed.

1.22. "**Pregnancy Report**" shall mean a report of pregnancy in a patient or trial subject to whom a Medicinal Product or an Investigational Medicinal Product has been administered or a report of a pregnancy where the father is a patient or trial subject to whom a Medicinal Product or an Investigational Medicinal Product has been administered.

1.23. "**Processing**" (and its conjugates, including, without limitation, "**Process**") in relation to Personal Data means the carrying out of any operation or set of operations in relation to the Personal Data, including without limitation, collection , recording, retention, organization, adaptation, alteration, retrieval, combination, transmission, use, disclosure, access, transfer, erasure or destruction.

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

1.25. "**Purchase Order**" means an order placed by the Purchaser.

1.26. "**Purchaser's Product**" means 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 the Purchaser, in any country.

1.27. "**Restricted Countries**" means countries the target of any sanctions programme administered by the Office of Foreign Assets Control of the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority.

1.28. "**Services**" means the services covered by the Agreement.

1.29. "**Specification(s)**" means the specification(s) detailed in a schedule to be attached to these Terms and Conditions, or as separately documented by the Purchaser in writing (the terms of which are agreed to be incorporated into this Agreement), which set out the performance required of the Goods to be supplied and/or Services to be provided.

1.30. "**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 and/or providing Services to the Purchaser under the Agreement.

1.31. "**Territory**" means the Republic of Singapore or any other country in which the Purchase Order is being used.

2. STATUS OF TERMS AND CONDITIONS

2.1. Acceptance of the Purchase Order constitutes acceptance of these Terms and Conditions and any attached schedules. For the avoidance of doubt, these Terms and Conditions supercede all prior terms and/or conditions, including, but not limited to, those set out in any correspondence and/or documents issued by the Supplier to the Purchaser, including, but not limited any quotations and/or proposals.

2.2. In the event parties enter into a negotiated written contract in respect of the Goods to be supplied and/or Services to be provided, the terms and conditions of such written contract supersede these Terms and Conditions and shall apply to the Purchase Order in respect of those Goods to be supplied and/or Services to be provided save that where such written contract is in the form of the Supplier's standard terms and conditions, then these Terms and Conditions shall continue to apply and shall not be superseded.

2.3. Subject to Clause 2.2 above, in the event of inconsistency between these Terms and Conditions and the terms of the Purchase Order, the former shall prevail, unless expressly provided otherwise in the Purchase Order.

2.4. Insofar as is applicable, the Incoterms are incorporated into any and all Agreements between the Purchaser and a Foreign Supplier. In the event of inconsistency between these Terms and Conditions and the Incoterms, the latter shall prevail. For the avoidance of doubt, nothing in this Clause 2.4 has the effect of incorporating the Incoterms, whether expressly or otherwise, into any Agreement other than that between the Purchaser and a Foreign Supplier.

2.5. The Purchaser shall not be liable in respect of any Purchaser Order(s) or instructions other than those (1) issued or confirmed on its official letterhead and/or other official stationery, and (2) duly signed by its authorized representative.

3. TIME OF PERFORMANCE

3.1. Unless otherwise instructed in writing by the Purchaser's nominated representative, all Goods must be supplied and/or Services must be provided, at the time and place, as the case may be, specified in the Agreement.

3.2. Within thirty (30) days of receipt of the Purchase Order, the Supplier shall provide the Purchaser with:

3.2.1. Details of the anticipated lead times between the placing of a Purchase Order and the supply of any Goods under the Purchase Order; and/or

3.2.2. Working programmes for the provision of the Services as the Purchaser may reasonably require. The working programmes shall include details of the Supplier's proposals for the provision of the Services within the time stipulated, and the sequence and timing of all operations forming part of the Services to be provided.

3.3. Time shall be of the essence in relation to the performance of any and all of the Supplier's obligations under the Agreement. The Supplier shall keep the Purchaser informed of the progress of the supply of the Goods and/or provision of the Services under the Agreement.

3.4. The Purchaser may, by notice in writing to the Supplier, cancel any supply of Goods and/or provision of Services which, in the Purchaser's sole opinion, cannot be made within a reasonable time after the expiry of the time referred to in Clause 3.1 above, or such other time as may be agreed between the parties, without being liable to the Supplier for such cancellation.

4. PASSING OF PROPERTY AND RISK

4.1. Subject to Clause 2.4 above (in Agreements between the Purchaser and a Foreign Supplier only), title in Goods supplied and Services provided 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 the Supplier until (1) the Goods are delivered at the place specified in the Agreement, and/or the Services are performed at the date and place specified in the Agreement, and a nominated employee of the Purchaser signs a delivery note, or (2) payment of the Purchase Price is made by the Purchaser to the Supplier, whichever is later.

4.2. Neither payment by, nor passage of property or risk in the Goods or Services to, the 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. Subject to Clause 5.7 below, the price stipulated in the Purchase Order as payable for the Goods and/or Services ("**Purchase Price**") shall be exclusive of GST but inclusive of all other taxes, packaging, and other related charges and, subject to Clause 2.4 above , inclusive of delivery and insurance. Any increase in the Purchase Price for any reason shall be subject to the express prior written approval of the Purchaser.

5.2. The correct Purchase Order number must be quoted on all invoices, delivery notes, and/or any other documents and/or communications from the Supplier to the Purchaser,

and the Purchaser shall not be liable for, including, but not limited to, the liability to make payment to the Supplier, for invoices, delivery notes, and/or any other documents and/or communications, which do not bear the correct Purchase Order number.

5.3. To ensure payment in accordance with Clause 5.2 above:

5.3.1. All invoices must be issued within the time period stated in the Purchase Order failing which there can be no further claim by Supplier for the Purchase Price or any part thereof.

5.3.2. All invoices must be received at the invoice address shown on the Purchase Order;

5.3.3. All invoices shall be submitted in duplicate;

5.3.4. Where applicable, all invoices shall be accompanied by a copy of the bill of lading for 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 in the Purchase Price; and

5.3.5. In addition to any other information expressly required by these Terms and Conditions and/or the Agreement, all invoices and packing slips shall include (without limitation) a description of the Goods supplied and/or Services provided, sizes, quantities, weight, unit prices, and extended totals.

5.4. If any payment provided for under the Agreement is to be made on some basis other than a lump sum price, the Purchaser shall have the right to inspect and/or audit the Supplier's books, records and all documents relating to such costs. In the event that such inspection and/or audit reveals any error and/or discrepancy of any nature (which error and/or discrepancy is to be determined at the sole discretion of the Purchaser). While the error and/or discrepancy is being corrected, the Purchaser shall be entitled to withhold payment of all disputed portions of invoices (without interest or penalty) until such error and/or discrepancy has been corrected by the Supplier, following which all sums due and/or owing to either party as a result of the correction of the said error and/or discrepancy, shall be paid immediately by the other party.

5.5. Subject to Clause 5.6 below:

5.5.1. Payment of the Purchase Price shall be made by the Purchaser to the Supplier in accordance with the agreed payment terms stated on the Purchase Order. GST, where applicable, shall be shown separately on all invoices as a strictly net extra. The Purchaser reserves the right to set off, in at its sole discretion, any

sums which may be due and owing to the Purchaser by the Supplier, whether as a result of a default by the Supplier, or otherwise, against the Purchase Price, prior to making payment under this Clause 5.5.

5.5.2. Payment of an invoice shall not constitute acceptance by the Purchaser of the Goods supplied and/or Services provided, and does not relieve the Supplier from its obligations and/or liabilities under the Agreement.

5.6. Where this Agreement falls within the definition of "**contracts**" to which the Building and Construction Industry Security of Payment Act (Cap. 30B) ("**Act**") is applicable:

5.6.1. The Supplier shall issue its invoice to the Purchaser in accordance with the Purchase Order.

5.6.2. Where the contract is a "**construction contract**" as defined in the Act:

5.6.2.1. If the Purchaser does not dispute the amount claimed under the invoice, the Purchaser shall pay the Supplier the amount claimed under the invoice within the period stipulated in the Purchase Order, and, in any event, within fifty-six (56) days of the receipt of the invoice.

5.6.2.2. If the Purchaser disputes the amount, or any part of the amount, claimed by the Supplier under the invoice ("**Disputed Amount**"), the Purchaser shall, within twenty-one (21) days of the receipt of the invoice, respond in writing to the Supplier, which response shall (i) if applicable, state the amount that is not disputed ("**Agreed Amount**"), and (ii) include all supporting reasons for the Disputed Amount.

5.6.2.3. Upon receipt of the Purchaser's response referred to in Clause 5.6.2.2 above, the Supplier shall issue a revised invoice for the Agreed Amount (if any), which shall be paid by the Purchaser within the period stipulated in the Purchase Order, and, in any event, within thirty-five (35) days of the receipt of the revised invoice.

5.6.3. Where the contract is a "**supply contract**" as defined in the Act:

5.6.3.1. The Purchaser shall pay the Supplier the amount claimed under the invoice within the period stipulated in the Purchase Order, and, in any event, within sixty (60) days of the receipt of the invoice.

5.6.3.2. Where the sum paid by the Purchaser under Clause 5.6.3.2 above is less than the amount stated in the invoice, the Purchaser shall, at the

same time as payment of the said sum is made, provide, in writing, to the Supplier, the reason(s) for the shortfall in payment.

5.6.4. For the avoidance of doubt, save as expressly provided in Clauses 5.6.2 and 5.6.3, all other provisions of the Act (as may be amended from time to time) shall apply under this Clause 5.6.

5.7. Parties agree that the Purchaser shall be entitled to withhold any taxes, duties, levies, fees or other charges, including withholding taxes as may be required by applicable law. Supplier shall not be entitled to receive any additional amount or to gross up any amount payable to Supplier in relation to such withholding or deduction. For the avoidance of doubt, in the event that the Purchaser did not withhold or deduct any amount required to be withheld when making payment, for any reason whatsoever, it shall have the right to subsequently claim such taxes, duties, levies, fees or other charges from the Supplier.

5.8. The 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 Clause 5.7 (without interest or penalty) until resolution of the dispute is reached in accordance with Clauses 33 and 34 of this Agreement, whereupon any further amount shall be paid within sixty (60) days from the date the dispute is resolved.

5.9. For the purposes of Clauses 5.5 and 5.6 above, references to "**days**" means any day other than a public holiday within the meaning of the Holidays Act (Cap. 126).

6. QUALITY AND FITNESS FOR PURPOSE OF GOODS SUPPLIED

6.1. The Supplier represents, warrants and undertakes that the Goods supplied:

6.1.1. Comply with the Specification(s);

6.1.2. Comply with all implied conditions, warranties and terms, including, but not limited to, those contained in the Sale of Goods Act (Cap. 383) and Supply of Goods Act (Cap. 394), and all regulations and other types of subordinate legislation issued under them (which reference includes all amendments and/or modifications to the statutes, regulations and other type of subordinate legislation);

6.1.3. Are fit for the purpose for which they are intended, of satisfactory merchantable quality, and free from all latent and patent defects, whether in design, material and workmanship, or otherwise;

6.1.4. Are supplied with adequate instructions as to use, and stipulate the "use-by" date;

6.1.5. Are free and clear of all liens, encumbrances, security interests and/or other claims; and

6.1.6. Do not breach any third party's Intellectual Property Rights.

6.2. In the event the Goods supplied consist of computer hardware and/or software ("**Products**"), the Supplier, in addition to Clause 6.1 above, represents, warrants and undertakes that the Products:

6.2.1. Are free from defects and/or disabling codes, and have been duly tested to ensure that there are no hidden defect and/or disabling codes and are subject to recognized and appropriate release procedures, including the latest version of a proprietary virus detection software package approved by the Purchaser;

6.2.2. Have been obtained from a reputable and reliable software developer and not through any interest group and/or multi-organisational software sharing scheme;

6.2.3. Will comply with and function substantially in accordance with their related user documentation.

6.3. In the event the Goods require servicing, all Suppliers who are non-OEM (as defined below) service providers and authorized service agencies (collectively the "**Non-OEM Parties**") must use spare parts from original equipment manufacturers ("**OEM**") for servicing of equipment and instrument that are critical to Good Manufacturing Practice ("**Serviced Goods**") pursuant to the terms of a service agreement. In the event that the use of OEM spare parts are not reasonably possible, the Non-OEM Parties:

6.3.1. undertake to obtain the Purchaser's prior written approval before using any non-OEM spare parts and the Purchaser shall have the right to conduct an internal assessment of change control risk prior to providing consent to the use of such non-OEM spare parts;

6.3.2. warrant that (a) the use of the non-OEM spare parts will not in any way undermine and/or affect the Goods to be serviced and delivered and (b) the representations and warranties set out in Clause 6.1 above will continue to be applicable to such Serviced Goods; and

6.3.3. shall, notwithstanding any provisions in this Agreement, indemnify and keep indemnified, the Purchaser and its Affiliates from and against any and all Loss

whether or not involving a third party claim, arising out of, relating to, or resulting from the use by the Purchaser and/or its Affiliates of such Serviced Goods.

6.4. Should any work be required which is not specified in the Purchase Order, but which, in the sole opinion of the Purchaser, is necessary for the supply of the Goods under the Agreement, the Supplier shall perform this work. For the avoidance of doubt, any work done pursuant to this Clause 6.2 will not entitle the Supplier to any further and/or additional payments over and above the Purchase Price.

6.5. In the event of a breach of this Clause 6, the Purchaser may, without prejudice to any other rights and/or remedies available to it under the Agreement or otherwise, purchase from third party(ies) goods which, in the Purchaser's opinion, are an appropriate substitute for the Goods (or any part of the Goods) which were to be supplied under the Agreement, and the Supplier shall indemnify and keep indemnified the Purchaser from and against all Loss incurred by the Purchaser, including, but not limited to, the difference between the Purchase Price and the price paid, or payable, by the Purchaser to such third party(ies).

7. STANDARD OF SERVICES

7.1. The Supplier represents, warrants and undertakes that:

7.1.1. The Services provided comply with the Specification(s);

7.1.2. The Services provided comply with all implied conditions, warranties and terms, including, but not limited to the legislations and all regulations and other types of subordinate legislation issued under them (which reference includes all amendments and/or modifications to the statutes, regulations and other type of subordinate legislation);

7.1.3. The Services are provided in a good and workmanlike fashion and with all due speed, care, skill and diligence;

7.1.4. The Services are provided in accordance with current standard codes of practice in the Supplier's industry, and, to this end, shall be provided to the highest standard;

7.1.5. All of the Supplier's personnel and/or sub-contractors engaged for the provision of the Services shall be suitably qualified to provide the Services, and that all necessary licenses, work permits and/or authorizations have been obtained and will be maintained for the duration of the Agreement pursuant to which the Services are being provided;

7.1.6. The Services provided are free and clear of all liens, encumbrances, security interests and/or other claims; and

7.1.7. The Services provided do not breach any third party's Intellectual Property Right.

7.2. Should any work be required which is not specified in the Purchase Order, but which, in the sole opinion of the Purchaser, is necessary for the provision of the Services under the Agreement, the Supplier shall perform this work. For the avoidance of doubt, any work done pursuant to this Clause 7.2 will not entitle the Supplier to any further and/or additional payments over and above the Purchase Price.

7.3. In the event of a breach of this Clause 7, the Purchaser may, without prejudice to any other rights and/or remedies available to it under the Agreement or otherwise, contract with third party(ies) for the provision of services which, in the Purchaser's opinion, are an appropriate substitute for the Services (or any part of the Services) which were to be provided under the Agreement, and the Supplier shall indemnify and keep indemnified the Purchaser from and against all Loss incurred by the Purchaser, including, but not limited to, the difference between the Purchase Price and the price paid, or payable, by the Purchaser to such third party(ies).

8. NON-CONFORMING AND DEFECTIVE GOODS AND SERVICES

8.1. If Goods supplied and/or Services provided (or any part of them) do not conform to any of the terms of the Agreement or are or have become defective anytime during the period of this Agreement ("**Term**") or during the Guarantee Period (as defined below), the Purchaser shall, as soon as is practicable after the discovery of such non-conformity or defect, issue a written notice to the Supplier ("**Notice**") specifying (1) that the Notice is being issued pursuant to this Clause 8.1, (2) the non-conformity and/or defect, and (3) which of the options detailed in Clauses 8.2.1 or 8.2.2 below the Supplier is to undertake.

8.2. For the purposes of Clause 8.1 above, the Supplier shall, at the Purchaser's sole option, and without prejudice to any other rights and/or remedies available to the Purchaser under the Agreement or otherwise, be required to:

8.2.1. Immediately, and, in any event, within fourteen (14) days of receipt of the Notice referred to in Clause 8.1 above and without causing significant inconvenience to the Purchaser, either:

8.2.1.1. Repair the non-conforming and/or defective Goods and/or Services (whether in whole or in part) to such a standard as would be in

conformity to the terms of the Agreement, the costs and expenses of such repair being borne solely by the Supplier; or

8.2.1.2. Replace the non-conforming and/or defective Goods and/or Services (whether in whole or in part) with Goods and/or Services which conform to the terms of the Agreement, the costs and expenses of such replacement being borne solely by the Supplier; or

8.2.1.3. In the event that the non-conformity or defect is discovered during the Term, refund the Purchase Price to the Purchaser, and indemnify the Purchaser from and against all Loss incurred by the Purchaser, which have not been included in the Purchase Price; or

8.2.2. Purchase and/or contract with third party(ies) for goods and/or the provision of services (whether in whole or in part), which, in the Purchaser's sole opinion, are an appropriate substitute for the Goods and/or Services (whether in whole or in part, as the case may be) which were to be supplied and/or provided under the Agreement, and the Supplier shall indemnify and keep indemnified the Purchaser from and against all Loss incurred by the Purchaser, including, but not limited to, the difference between the Purchase Price and the price paid, or payable, by the Purchaser to such third party(ies).

8.2.3. Nothing in this clause 8.2 shall prejudice the right of the Purchaser to take any other actions it may be entitled to at law and the Purchaser shall be entitled to claim from the Supplier such costs and expenses for enforcing the same.

8.3. For the avoidance of doubt in the event that the non-conformity or defect is discovered during the Term, the Purchaser shall suspend all payment obligations in relation to the Goods supplied and/or Services provided from the date of the Notice, until such time that the Supplier has satisfied its obligations as specified in Clauses 8.2.1 or 8.2.2, as the case may be ("**Wait-Out Period**").

8.4. For the purpose of this Clause 8, "**Guarantee Period**" shall mean the period of twelve (12) months from the date of commissioning of the Goods and/or Services or of the facility into which the Goods and/or Services are incorporated, or eighteen (18) months from the date on which the Goods are supplied and/or the Services provided to the Purchaser pursuant to Clause 3.1 above, whichever is later.

8.5. In the event that it is necessary, for the purposes of Clause 8.2 above, to return the Goods supplied (or any part of it) to the Supplier, the Supplier shall also be liable for all costs, expenses and/or risks associated with such return, reparation, and/or replacement (as the case may be), including but not limited to, the cost of the removal and/or

dismantling of such non-conforming or defective Goods, reinstallation of the repaired and/or replaced Goods and shipping of the Goods.

8.6. The Supplier shall indemnify and keep indemnified the Purchaser from and against all Loss arising out of, relating to, or resulting from, the non-conformity specified in the Notice, including, but not limited to, any Loss incurred by the Purchaser during the Wait-Out Period.

8.7. If, notwithstanding Clause 8.1 above, the Purchaser accepts the supply and/or provision of non-conforming and defective Goods and/or Services (where such non-conformity or defect is discovered during the Term), parties agree that the Purchaser shall, without prejudice to any other rights and/or remedies available to it under the Agreement or otherwise, be entitled to an appropriate reduction in the Purchase Price, such reduction to be agreed between the parties. If the parties are able to reach an agreement on the reduction in the Purchase Price, the Purchaser shall be entitled to withhold payment of all disputed portions of invoices (without interest or penalty) until resolution of the dispute has been reached in accordance with Clause 34, whereupon any further amount shall be paid within sixty (60) days from the date the dispute is resolved.

8.8. Upon the reparation, replacement, modification and/or variation of any kind of the Goods and/or Services by the Supplier pursuant to this Clause 8.8, the Guarantee Period shall recommence for the period of twelve (12) months from the date of commissioning of the repaired, replaced, modified and/or varied Goods and/or Services, or incorporation of the repaired, replaced, modified and/or varied Goods and/or Services into the facility, or eighteen (18) months from the date on which the repaired, replaced, modified and/or varied Goods are supplied and/or Services provided to the Purchaser pursuant to Clause 8.2 above, whichever is later.

8.9. If the Supplier is unable to repair, replace and/or otherwise make good any Goods supplied and/or Services performed within a reasonable time and/or without significant inconvenience to the Purchaser, the Purchaser may, at its sole option, rescind the Agreement in respect of the Goods supplied and/or Services provided, upon which the Supplier shall refund to the Purchaser, the full sum of the Purchase Price paid by the Purchaser.

9. PACKAGING

9.1. The Supplier will package and label the Goods in a manner suitable for transit and storage at no cost to the Purchaser.

9.2. The Purchaser is under no obligation to return Packaging to the Supplier.

9.3. Packaging must comply with all relevant legislative requirements, including, but not limited to, those pertaining to environment and occupational health and safety standards. In this regard, the Supplier will investigate potential environmental improvements to Packaging and will, where practicable, use minimal and recyclable Packaging and associated materials.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. The Supplier warrants that the 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 supplied and/or Services provided.

10.2. The Supplier undertakes to indemnify and keep indemnified the Purchaser from and against all Loss arising out of, relating to, or resulting from, such actions.

10.3. The Purchaser retains the Intellectual Property Rights in, and ownership of, all materials, plans, drawings, patterns, Specification(s) and/or designs provided by the Purchaser to the Supplier.

10.4. The materials, plans, drawings, patterns, Specification(s) and/or designs referred to in Clause 10.3 above shall be returned, in good condition, to the Purchaser, immediately upon the Purchaser's request.

10.5. Upon creation of Goods pursuant to the Purchaser's plans, drawings, patterns, Specification(s) and/or designs, the Intellectual Property Rights in such Goods shall vest in the Purchaser, and the Supplier hereby assigns all Intellectual Property Rights to the Purchaser at no fee to the Purchaser and agrees to provide all necessary assistance as the Purchaser may consider necessary in order to assign such Intellectual Property Rights to the Purchaser or any of its nominees, including, but not limited to, the execution of such documents as may be required to file applications for and obtain relevant patents in any country in the name of the Purchaser or its nominees.

10.6. Intellectual Property Rights created during or arising out of the provision of Services shall vest in the Purchaser, and the Supplier hereby assigns all Intellectual Property Rights to the Purchaser at no fee to the Purchaser and agrees to provide all necessary assistance as the Purchaser may consider necessary in order to assign such Intellectual Property Rights to the Purchaser or any of its nominees, including, but not limited to, the execution of such documents as may be required to file applications for and obtain relevant patents in any country in the name of the Purchaser or its nominees.

10.7. To the extent that the Supplier or third parties owe and/or retain Intellectual Property Rights in materials delivered with the Goods, or upon which the Goods supplied and/or

Services provided are based, the Supplier grants to the 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 and any fees payable for such licence shall be included in the Purchase Price. The Supplier warrants that (a) it owns or has acquired rights in all such intellectual property necessary to grant the rights and licenses set out in this Clause 10 and (b) it has not infringed any Intellectual Property Rights of third parties in granting such licences.

10.8. In the event that, in the sole opinion of the Purchaser, the Intellectual Property Rights relating to the Goods supplied and/or Services provided infringe, or are capable of infringing, a third party's rights, and their use is enjoined by that third party, the Purchaser shall, as soon as is practicable issue a written notice to the Supplier ("**Notice**") specifying (1) that the Notice is being issued pursuant to this Clause 10.8, and (2) which of the options detailed in Clauses 10.9.1 and/or 10.9.2 below the Supplier is to undertake.

10.9. For the purposes of Clause 10.8 above, the Supplier shall, at the Purchaser's sole option, and without prejudice to any other rights and/or remedies available to the Purchaser under the Agreement or otherwise, be required to:

10.9.1. Immediately, and, in any event, within fourteen (14) days of receipt of the Notice referred to in Clause 10.8 above:

10.9.1.1. Procure for the Purchaser the right to continue using the Goods supplied and/or Services provided, the costs and expenses of such procurement being borne solely by the Supplier;

10.9.1.2. Replace the Goods supplied and/or Services provided (whether in whole or in part) with Goods and/or Services that do not infringe upon such, or any, third party's rights, the costs and expenses of such replacement being borne solely by the Supplier; or

10.9.1.3. Modify the Goods and/or Services to such extent as will not infringe such, or any, third party's rights, provided always that any such modification shall not cause the Goods and/or Services to detract from their overall performance and/or functionality, and the costs and expenses of such modification being borne solely by the Supplier, or

10.9.2. Purchase and/or contract with third party(ies) for goods and/or the provision of services (whether in whole or in part), which, in the Purchaser's sole opinion, are an appropriate substitute for the Goods and/or Services (whether in whole or in part, and as the case may be) to be provided under the Agreement, the

difference between the Purchase Price and the price paid, or payable, to such third party(ies) to be borne solely by the Supplier.

10.10. For the avoidance of doubt, the consideration payable by the Purchaser to the Supplier for the Goods and/or Services shall include any consideration payable by the Purchaser for (a) any assignment of Intellectual Property Rights and (b) any licences granted or to be granted by the Supplier to the Purchaser for the use of any Intellectual Property Rights obtained by the Supplier from third parties.

10.11. The Supplier shall indemnify the Purchaser from and against all Loss arising out of, relating to, or resulting from, the infringement specified in the Notice.

11. CONFIDENTIALITY AND PUBLICITY

11.1. The Supplier shall, and shall procure, that its employees and sub-contractors shall keep secret any Intellectual Property Rights, Specification(s) and/or other information of a commercial and/or technical nature disclosed directly and/or indirectly to the Supplier by the Purchaser for the purposes of the Agreement, and shall not use and/or disclose the same (or any part of them) to any third party without the prior written approval of the Purchaser.

11.2. The Supplier shall not, without the prior written approval of the Purchaser, disclose, copy, publicize and/or publish, the existence of the Agreement and/or any information related to the Agreement, including, but not limited to, the name of the Purchaser, Goods supplied, Services provided, the place of supply and/or performance.

11.3. Upon the Purchaser's request at any time, the Supplier shall immediately:

11.3.1. Cease any and all use of the information specified in Clauses 11.1 and 11.2 above;

11.3.2. Promptly return to the Purchaser any and all tangible information, so the Supplier will no longer have any information in its possession or under its control in either electronic or paper or other format; and

11.3.3. Cease any and all work hereunder and refrain from, directly and/or indirectly, using the information.

11A. DOCUMENTATION AND RECORDS

11A.1 The Supplier shall keep complete all records related to the services performed and any other records generated as a part of this Agreement.

11A.2 Such records shall include any operational documentation pertaining to the Supplier's services under this Agreement, including records relevant to any costs or expenses incurred by the 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.

11A.3 The Supplier shall preserve all such records electronically or in hard copy when applicable for a period equivalent to the Term or longer if required by local legislations or regulations. The Supplier shall transfer upon request a copy all such records to the Purchaser at the Purchaser's own expenses and costs upon the expiration or termination of this Agreement for any reason whatsoever.

11A.4 The Supplier shall create daily backups of the GSK Data stored in their servers; these backups should be kept for seven (7) days and must be available for any recovery needs.

11A.5 In the event a legal matter arises requiring preservation of certain records, the Supplier shall suspend destruction of such records as requested by the Purchaser or any governmental body and transfer a copy of these records to the Purchaser at the Purchaser's own expenses and costs.

11A.6 During the Term and, thereafter, in accordance with any applicable records retention period of seven years, or longer if required by local legislation, the Purchaser shall have the right to inspect, copy and audit such records during regular working hours of the Supplier. The Supplier shall fully cooperate in any such inspection or audit of its records.

11A.7 The Supplier shall properly destroy all secondary documents and files after keeping them for seven (7) years or in accordance with local Law and Regulations, whichever is longer.

12. FORCE MAJEURE

12.1. Neither party shall be liable for, nor be deemed to be in default, on account of any delay in the completion or performance of any act under the Agreement due to Force Majeure, provided that the party claiming under this Clause 12.1 shall notify the other party with all possible speed specifying the cause and probable duration of the delay and/or non-performance, and shall make reasonable efforts to avoid or remove the cause of the delay and/or non-performance and minimize the effects of such delay and/or non-performance. For the avoidance of doubt, this shall include a right by the Purchaser to suspend any supply of Goods or provision of Services, and payment for such Goods and/or Services, without penalty or liability by reason of Force Majeure.

12.2. If the performance by either party of any of its obligations under the Agreement is prevented and/or delayed by Force Majeure:

12.2.1. For a consecutive period of more than seven (7) days, the parties shall enter into *bona fide* discussions with a view to alleviating its effect, or to agreeing upon such alternative arrangements as may be fair and reasonable in the circumstances.

12.2.2. For a period of more than thirty (30) days (not necessarily consecutive), then either party shall have the right to, at its sole discretion, immediately terminate the Agreement upon written notice to the other party and in accordance with Clause 26.2 of this Agreement. The Supplier shall have no claim against the Purchaser for compensation for any loss of whatever nature (including payment of the Purchase Price or any part thereof) by virtue of the termination of the Agreement in accordance with this Clause 12.2.2

13. COMPLIANCE WITH STATUTES AND REGULATIONS

13.1. The Supplier shall comply fully at all times with all laws, regulations, industry codes of practice and/or any other legal requirements including, but not limited to, those applicable to anti-corruption laws, of the territory in which the Supplier conducts business with GSK, data protection, reporting of Adverse Events, heath, safety, environment, welfare, pharmaceutical, nutritional and cosmetic products, and the production, storing, handling and supply of Goods and provision of Services. Additionally, the Supplier shall maintain compliance with all applicable laws, regulations, licenses, permits, information registrations and restrictions.

13.2. The Supplier shall, upon the Purchaser's request, immediately, and, in any event, within a reasonable time of such request, provide evidence of compliance with such laws, regulations and other legal requirements, including, but not limited to, permits, inspection reports, and certificates of analysis. The Supplier shall ensure that the requirements of this Clause 13 are also complied with by all the Supplier's sub-contractors engaged for the supply of the Goods and/or provision of the Services under the Agreement.

13.3. The Supplier shall use its best endeavours to comply with all reasonable requests of the Purchaser to minimize the Purchaser's compliance costs in respect of applicable data protection, health, safety, environmental and producer responsibility obligations.

The Supplier represents and warrants the following:

13.3.1. Has implemented an EHS policy and risk-based management system with a commitment to provide a safe and healthy workplace and protect the environment,

13.3.2. Shall ensure there is at least one senior executive with responsibility for EHS and the organisation has access to technical expertise to support the company in meeting EHS legal obligations,

13.3.3. Shall disclose and report proactively to GSK on incidents requiring notification to EHS regulators and any associated fines, prosecutions or civil actions

13.3.4. Shall provide relevant information, education and training to workers on the hazards, risks and controls associated with their job.

13.3.5. Shall provide the physical infrastructure and engineering controls necessary to ensure safe storage, handling and processing of materials and waste in order to protect people, the environment and local communities from harm

13.3.6. Shall provide and maintain emergency detection systems and an effective response capability.

13.4. The Supplier acknowledges that it has received and read the Purchaser's "Prevention of Corruption – Third Party Guidelines" (either in hard copy or at https://connect.gsk.com/sites/gea/ABAC/ABAC_framework_Third_party_procedures_and_guidance_11Dec2012) and agrees to perform its obligations under the Agreement in accordance with the principles set out.

13.5. The Supplier agrees that it has not, and covenants that it will not, in connection with the performance of the Agreement, directly or indirectly, promise, authorize, ratify, or offer, to make, or make, any Payments of Anything of Value to any individual (or at the request of any individual) including a Government Official for the improper purpose of influencing or inducing or as a reward for any act, omission or decision to secure an improper advantage or to improperly assist the Supplier or the Purchaser in obtaining or retaining business.

13.6. The Supplier shall ensure that all transactions under the Agreement are properly and accurately recorded in all material respects on its books and records, and each document upon which entries in 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.

13.7. The Supplier agrees that in the event that GSK believes that there has been a possible violation of the terms of this Agreement, 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.

13.8. The Supplier agrees that it has not, and covenants that it will not, in connection with the performance of the Agreement, directly or indirectly, promise, authorize, ratify, or offer, to make, or make, any Facilitating Payments to any individual (or at the request of any individual) including a Government Official.

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

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

13.11. The Supplier represents and warrants that except as disclosed to GSK in writing prior to the commencement of this Agreement: (1) it does not have any interest which directly or indirectly conflicts with its proper and ethical performance of this Agreement (2) it shall inform GSK in writing at the earliest possible opportunity of any conflict of interest that arises during the performance of this Agreement; (3) it shall maintain arm's length relations with all third parties with which it deals for or on behalf of GSK in performance of this Agreement.

13.12. GSK shall have the right during the terms of this Agreement to conduct an audit of Supplier's activities under this Agreement to monitor compliance with the terms of this Agreement. 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.

13.13. The Supplier shall provide anti-bribery and anti-corruption training to relevant personnel, including any relevant subcontractors, at the Supplier 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.

13.14. For the purposes of Clauses 13.4 to 13.13 above:

13.14.1. "**Anything of Value**" includes cash or cash equivalents, gifts, services, employment offers, loans, travel expenses, entertainment, political contributions, charitable donations, subsidies, per diem payments, sponsorships, honoraria or provision of any other asset, even if nominal in value.

13.14.2. "**Facilitating Payments**", otherwise known as "greasing payments", shall mean a payment to an individual to secure or expedite the performance of a routine government action by government officials.

13.14.3. "**Government Official**" (where 'government' means all levels and subdivisions of governments, i.e. local, regional, national, administrative, legislative, executive, or judicial, and royal or ruling families) means: (a) any officer or employee of a government or any department, agency or instrumentality of a government (which includes public enterprises, and entities owned or controlled by the state); (b) any officer or employee of a public international organisation such as the World Bank or United Nations; (c) any officer or employee of a political party, or any candidate for public office; (d) any person defined as a government or public official under applicable local laws (including anti-bribery and corruption laws) and not already covered by any of the above; and/or; (e) any person acting in an official capacity for or on behalf of any of the above.

13.14.4. "**Payments**" refers to and includes any direct or indirect offers to pay, promises to pay, authorizations of or payments of anything of value.

13A. ETHICAL STANDARDS AND HUMAN RIGHTS

13A.1 The 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).
Unless otherwise required or prohibited by law, the Supplier warrants that in relation to its performance of this Agreement:

(a) it does not employ engage or otherwise use any child labour in circumstances such that the tasks performed by any such child labour could reasonably be foreseen to cause either physical or emotional impairment to the development of such child;

(b) it does not use forced labour in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge original identification papers or monetary deposits on starting work;

(c) it provides a safe and healthy workplace, presenting no immediate hazards to its employees. Any housing provided by the Supplier to its employees is safe for habitation. The Supplier provides access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents at the Supplier's workplace;

(d) it does not discriminate against any employees on any ground (including race, religion, disability or gender, sexual orientation or gender identity);

(e) it does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;

(f) it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provides each employee with all legally mandated benefits;

(g) it complies with the laws on working hours and employment rights in the countries in which it operates; and

(h) it is respectful of its employees right to join and form independent trade unions and freedom of association.

13A.2 The Supplier is responsible for controlling its own supply chain and shall encourage compliance with ethical standards and human rights by any subsequent supplier of goods or services that are used by the Supplier when performing its obligations under this Agreement.

13A.3 The Supplier shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies. In the case of any complaints, the Supplier shall report the alleged complaint and proposed remedy to the Purchaser.

13A.4 GSK reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon the Supplier’s premises to monitor compliance with the provisions of this Clause 13A, and the Supplier shall, subject to compliance with Applicable Laws, provide to GSK any relevant documents requested by GSK in relation thereto.

14. SANCTIONS AND EXPORT CONTROL

14.1. The parties acknowledge that a number of organisations and countries including the United Nations, the United States, the United Kingdom and the European Union have adopted sanctions legislation relating to the Restricted Countries and/or entities and individuals which or who are resident or operate in the Restricted Countries and that such sanctions are varied or amended from time to time ("**Sanctions**").

14.2. The Supplier represents and warrants to the Purchaser that:

14.2.1. Neither it nor any of its Affiliates nor any of its or their respective directors, officers, agents, employees (i) is currently the target of any sanctions programme administered by U.S. Treasury Department's OFAC, the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority; (ii) is or in the preceding twelve (12) months has been in violation of or subject to an investigation relating to Sanctions (iii) is listed on, or majority-owned or otherwise controlled by any parties identified on OFAC's List ("**SDN List**") of Specially Designated Nationals and Blocked Persons or any list of parties designated by the European Union, the United Kingdom or other relevant sanctions authority ("Sanctions Target"); and

14.2.2. So far as the Suppier is aware, performance by both parties of this Agreement will not breach any Sanctions.

14.3. The Supplier has provided to the Purchaser complete and accurate details of the identities of the parties listed below, and will notify the Purchaser in writing of any changes in such details:

14.3.1. its legal owners;

14.3.2. its ultimate beneficial owners;

14.3.3. its directors;

14.3.4. its senior managers;

14.3.5. its bankers;

14.3.6. its sub-distributors;

14.3.7. its subcontractors

14.3.8. its customers.

14.4. In the event that either party (such party being a "**Restricted Party**") is or becomes unable to perform its obligations pursuant to this Agreement, because to do so would (or might) in the opinion of the Restricted Party breach any Sanctions, any applicable export control regime or other similar applicable laws of any jurisdiction (whether or not such Sanctions, controls or laws were in existence at the date of this Agreement and whether or not there have been any other changes in circumstance from those that existed at the date of this Agreement), the Restricted Party shall be entitled, in its sole discretion:

14.4.1. To suspend the performance of such provisions of the Agreement which require performance by either or both parties where, in the sole opinion of the Restricted Party, such performance would result in a breach of any such Sanctions, controls or laws until, in the sole discretion of the Restricted Party, such time as all necessary approvals or licences have been obtained to enable the Agreement to continue in a lawful and compliant manner; and/or

14.4.2. To terminate the Agreement with immediate effect (at any time following the Restricted Party learning of such restrictions, including following a period of suspension of the Agreement pursuant to Clause 14.4.1 and/or

14.4.3. Where the restriction only affects a part of the Goods to be supplied and/or Services to be provided, to remove such Goods and/or Services from the scope of the Agreement with immediate effect.

14.4.4. For the avoidance of doubt, notwithstanding any provision of this Agreement, the Restricted Party shall not be obliged to pay any compensation to the other party or otherwise indemnify the other party in respect of any Loss which that other party may suffer or incur as a result of any such suspension and/or termination as contemplated in this Clause 14.4.

14.5. The Supplier further agrees that it shall:

14.5.1. Familiarize itself with the Sanctions and ensure that it remains up to date regarding the identities of the entities and individuals which are Sanctions Targets;

14.5.2. Not engage, in connection with the performance of its obligations under this Agreement, (whether as a sub-distributor, a supplier, a service provider, a member of the team or otherwise) any person or entity which is a Sanctions Target or which is directly or indirectly, majority-owned or otherwise controlled by, under common control with, or acting for the benefit of or on behalf of any Sanctions Target;

14.5.3. Not make, directly or indirectly, any payments or make any other benefit available to any person or entity which is a Sanctions Target or which is, directly or indirectly, majority-owned or otherwise controlled by, under common control with, or acting for the benefit of or on behalf of any Sanctions Target in connection with the performance of its obligations under this Agreement;

14.5.4. Not supply any Goods and/or provide any Services to any person or entity which is a Sanctions Target or which is, directly or indirectly, owned or otherwise controlled by, under common control with, or acting for the benefit of or on behalf of, any Sanctions Target; and

14.5.5. Immediately notify the Purchaser if any person or entity which is engaged in connection with its performance of its obligations under this Agreement (whether as a sub-distributor, a sub contractor, a supplier, a service provider, a member of the team or otherwise) or any of its customers becomes a Sanctions Target (whether directly or indirectly through being controlled by a person or entity that is a Sanctions Target).

14.6. The Supplier acknowledges that it has received and read the Purchaser's "Sanctions and Export Controls" (POL-GSK-014) and GSK's Standard Operating Procedure "Sanctions and Export Controls" (SOP - GSK-014), and agrees to perform its obligations under this Agreement in accordance with the principles set out.

15. INSPECTION

15.1. The Purchaser, and all third party(ies) it appoints, shall be entitled, upon prior notice to the Supplier, to inspect and carry out any tests, or batch sampling, on all Goods or Services, at the Supplier's and/or any of the Supplier's sub-contractors', premises. Where pre-shipped inspection is specified, the Supplier shall, at its sole expense, facilitate such inspection and provide, upon the Purchaser's request, any and all relevant certificates of analysis to the Purchaser.

15.2. The Supplier shall, and shall ensure that its staff, employees, sub-contractors and/or staff and/or employees of its sub-contractors, shall, grant a right of access to the Purchaser and all third party(ies) it appoints, in order to inspect and carry out tests on the Goods for compliance with relevant environmental, occupational health and safety legislation, and any other appropriate standards, policies, procedures and/or requirements of the Purchaser.

15.3. Any inspections, tests, approvals and/or acceptance given by or on behalf of the Purchaser in relation to the Goods and/or Services shall not relieve the Supplier from its obligations and/or liabilities under the Agreement.

15.4. Notwithstanding any prior inspections, tests, approvals and/or acceptance, and/or any payments made to the Supplier pursuant to such inspections, tests, approvals and/or acceptance, all Goods and/or Services shall be subject to a final inspection, which may include, but is not limited to, measurement, testing or examination, and acceptance by the Purchaser within a reasonable time, but, in any event, not more than ninety (90) days, from the date on which the Goods are supplied and/or the Services provided to the Purchaser pursuant to Clause 3.1. Inspection and/or acceptance by the Purchaser shall not relieve the Supplier from its obligations and/or liabilities under the Agreement.

16. PERSONAL DATA

16.1. The Supplier acknowledges the following:

16.1.1. the Purchaser is the sole owner of all Personal Data provided by the Purchaser to the Supplier, or collected by the Supplier on behalf of the Purchaser;

16.1.2. the Purchaser has the right to direct the Supplier in connection with the Supplier's Processing of such Personal Data; and

16.1.3. the Supplier is required to comply with the terms of this Agreement including but not limited to Schedule 2 and its corresponding annexures.

16.2. The Supplier shall Process Personal Data for or on behalf of the Purchaser solely for the purpose of supplying Goods and/or providing Services in accordance with this Agreement, and not for any other purpose, or in any other manner, unless specifically instructed by the Purchaser in writing to do so.

16.3. The Supplier shall not disclose Personal Data Processed for or on behalf of the Purchaser to any person or entity without the prior written approval of the Purchaser except:

16.3.1. As Necessary and reasonable for the purpose of supplying Goods and/or providing Services in accordance with this Agreement; and

16.3.2. Where such disclosure is required by any law, regulations and/or other legal requirements, in which case the Supplier shall:

16.3.2.1. Notify the Purchaser promptly in writing before complying with any such disclosure request;

16.3.2.2. Use its best efforts to limit the nature and scope of the required disclosure;

16.3.2.3. Not disclose the Personal Data beyond what is reasonable in responding to such request; and

16.3.2.4. Comply with all directions given by GSK in respect of such disclosure.

16.4. In the event and to the extent the Purchaser provides written approval for the Supplier to disclose Personal Data to the Supplier's agents and/or subcontractors, the Supplier shall: (a) prior to any such disclosure, enter into a written, valid and enforceable agreement with such person and/or organization that includes terms that are substantially the same as the obligations applicable to Personal Data as contained in this Agreement, and otherwise requires such person and/or organization to comply with the terms and conditions of this Agreement; (b) conduct initial and periodic assessments of such person's and/or organisation's protection, privacy, and security policies, processes, and practices to ensure compliance with the terms and conditions of this Agreement; and (c) report the results of the assessments conducted pursuant to this Clause 16.4 to GSK in writing.

16.5. The Supplier shall retain Personal Data provided by the Purchaser or collected for or on behalf of the Purchaser only for as long as necessary to satisfy the purposes for which it was provided to the Supplier, or as required by any law, regulations and/or other legal requirements.

16.6. The Supplier shall immediately return, delete or destroy all Personal Data subject to this Agreement, including without limitation, all originals and copies of such Personal Data in whatever medium or form, and any materials derived from or incorporating such incorporating such Personal Data, upon the earlier of (i) ten (10) days after GSK's written request for such return, deletion or destruction for any reason ("**GSK's Request**"), or (ii) ten (10) days after the termination or expiration of this Agreement.

16.7. In the event the Supplier determines, in its reasonable discretion, that it is unable to comply with its obligations pursuant to Clause 16.6 above, or that it is entitled to retain the Personal Data under Applicable Law, the Supplier shall notify the Purchaser in writing, in reasonable detail, of the grounds of such non-compliance or entitlement, and the earliest date on which the Agent shall return, delete, or destroy all Personal Data subject to this Agreement ("**Stated Date**"). In such case, the Agent shall:

16.7.1. Return, delete, or destroy the Personal Data subject to this Agreement on the Stated Date;

16.7.2. Extend the protections of this Agreement to all Personal Data subject to this Agreement which is not returned, deleted or destroyed for as long as such Personal Data is retained by the Supplier; and

16.7.3. From the date of the Purchaser's Request, not Process such Personal Data without the Purchaser's prior written approval.

16.8. The Supplier shall notify the Purchaser in writing ("**Notice**") of any request for correction of and/or access to Personal Data, inquiry, communication, and/or complaint, received by the Supplier from any person, organization, legal or regulatory authority relating to the Processing of the Personal Data and/or the Personal Data Processed by the Supplier on behalf of the Purchaser.

16.9. The Notice referred to in Clause 16.8 above shall be given by the Supplier to the Purchaser promptly, but in any event, no later than five (5) business days upon the receipt of the request, inquiry, communication and/or complaint by the Supplier.

16.10. The Supplier shall, as far as is practicable, not respond to any and all such requests, inquiry, communication and/or complaint without the prior written approval and direction of the Purchaser, and shall, in any event, provide all reasonable assistance to the Purchaser in responding to any and all such requests, inquiry, communication and/or complaint.

16.11. The Supplier represents and warrants that it shall implement and maintain reasonable administrative, technical and physical safeguards, and other security measures commensurate with the type of Personal Data being Processed by the Supplier for or on behalf of the Purchaser.

16.12. Upon the occurrence of a Data Security Breach affecting Personal Data Processed by the Supplier on behalf of the Purchaser, the Supplier shall:

16.12.1. Provide to the Purchaser prompt written notice of such Data Security Breach no later than 5 business days upon the first occurrence of such Data Security Breach.

16.12.2. The notice referred to in Clause 16.12.1 above shall:

(a) State, in reasonable detail, the impact of such Data Security Breach on the Purchaser; and

(b) Provide full details of all Personal Data that is affected by such Data Security Breach.

16.12.3 Provide all reasonable assistance to the Purchaser in the investigation of such Data Security Breach;

16.12.4 Not make any public announcements relating to such Data Security Breach without the Purchaser's prior written approval;

16.12.5 Take all necessary and appropriate corrective action, including, upon the request of the Purchaser, and at the sole expense of the Supplier, providing written notice to all persons whose Personal Data may have been affected by such Data Security Breach, whether or not such notice is required by Applicable Law; and

16.12.6 Reimburse the Purchaser for all reasonable costs the Purchaser may incur in connection with remediation efforts.

16.13. The Supplier shall provide the Purchaser with all necessary materials, documents and other information to enable the Purchaser to confirm that the Supplier has complied with its obligations in respect of Personal Data under this Agreement.

16.14. The Purchaser shall have the right to inspect, with reasonable notice and during normal business hours, the Supplier's business processes and practices that involve the Processing of Personal Data in relation to the Goods being supplied and/or Services being provided for or on behalf of the Purchaser.

16.15. The Supplier shall indemnify and keep indemnified the Purchaser, its Affiliates, and each of their respective officers, directors, employees, agents and/or contractors ("**Purchaser Indemnitees**") from and against any Loss incurred by any Purchaser Indemnitee that arises from the Supplier's negligence (whether gross or otherwise), or willful misconduct or breach by the Supplier or any of its officers, directors, employees, agents and/or subcontractors of this Clause 16.

16.16. The provisions of this Clause 16 shall survive the expiration or termination of this Agreement.

17. HAZARDS

17.1. The Supplier shall, and shall ensure that its staff, employees, sub-contractors and/or staff and/or employees of its sub-contractors, 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, procedures and/or requirements of the Purchaser.

17.2. The Supplier shall provide all applicable hazard information, including, but not limited to, material safety data sheets, and shall inform the Purchaser of all regulations and/or guidance, whether statutory or otherwise, which the Supplier knows or believes to be associated with the Goods and/or any combination of the Goods with another product.

17.3. The Supplier agrees to indemnify and keep indemnified the Purchaser from and against any Loss whether or not involving a third party claim, arising out of, relating to, or resulting from, the Supplier's or its sub-contractors' actions resulting in the alleged release of any waste, hazardous substances and/or any other pollutants.

17.4. The Supplier undertakes to exceed the statutory minimum environmental, occupational health and safety requirements prescribed by the current standard codes of practice in the Supplier's industry.

18. RESPONSIBILITY FOR INFORMATION

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

19. ADVERSE EVENT REPORTING

19.1. The Supplier shall comply with applicable local laws, regulations, industry codes of practice or other guidelines in relation to the reporting of Adverse Events ("**AE**"), in the provision of the Donation. In the event of conflict, the more stringent requirements of such laws, regulations, codes and guidelines, or of this Clause 19 shall take precedence.

19.2. The GSK Named Safety Contact shall provide explanation on Reporting of Adverse Events to the Recipient.

19.3. The Supplier shall ensure that all personnel, including employees, involved in the program and who could become aware of an AE receive training in recognising and reporting AEs.

19.4. . If, in the course of providing the services, the Supplier or any of its contractors is informed or becomes aware of any AE (whether the information relates to the GSK Product by reference to its generic name or by reference to its trade mark) it shall forward such information to GSK. All AEs must be reported to GSK through "insert local

safety AE contact details", within 24 hours of initial receipt (or next working day if over a weekend).

19.5. The Supplier shall provide the Minimum Data Elements in respect of each such AE to GSK within twenty four (24) hours of Receipt to the GSK Named Safety Contact using the "Spontaneous Adverse Event Form" as attached.

19.6. The Supplier shall ensure that any information sent to GSK relating to AEs is sent only by email or fax or by contacting the GSK Named Safety Contact via telephone.

19.7. The Supplier will reply to the GSK Named Safety Contact on any enquiries with regards to the AEs or pregnancy reports received.

19.8. The Supplier shall notify GSK of any follow up information about AEs and Pregnancy Reports which it becomes aware in respect of the GSK Product. Such notification shall be made in the same timelines set out in Clause 19.4 hereinabove.

19.9. The Recipient shall forward any enquiries with regards to the GSK Product (either directly by the Recipient or Consumer or Healthcare Professional) to the GSK Named Safety Contact.

19.10. The GSK Named Safety Contact shall respond to the enquirer within a reasonable time frame.

19.11. The Supplier will ensure that all personally identifiable information gathered during Adverse Event Reporting/ Pregnancy Reporting will be kept confidential and in no circumstances disclosed to any other party without prior discussion and approval from GSK.

19.12. In no event will personally identifiable information of any patient be provided to GSK in connection with any AE without consent from the respondent.

19.13. Personal data of a healthcare professional who has reported an AE under this Agreement may be disclosed to GSK only where that healthcare professional has given their consent for such disclosure.

19.14. For the purpose of this Clause 19, the GSK Named Safety Contact details are as follows:

<u>GSK Named Safety Contact Details:</u>

Name: Sampada Dange
Email: sampada.v.dange@gsk.com
sg.drugsafety@gsk.com

Phone: 6232-8395/ 97505522
Fax: 62939646

GSK Named Safety Contact Back Up Details:

Name: Radhika Mehta
Email: radhika.d.mehta@gsk.com
sg.drugsafety@gsk.com

Phone: 6232-8395/ 9388 5069
Fax: 62939646

19A. PRODUCT COMPLAINTS

19A.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 3 hereto.

19A.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, AEs, Pregnancy Reports or Unexpected Therapeutic Benefit reports reported to it.

20. SUPPLIER'S EMPLOYEES

20.1. For the duration of the period that any Goods are being supplied and/or Services are being provided under the Agreement, the employment of any staff and/or employee of the Supplier shall remain with the Supplier and shall not pass or otherwise transfer to the Purchaser and nothing in the Agreement shall be construed as, or have the effect of, creating any relationship of employer and employee between the Purchaser and the staff, employees and/or sub-contractors, of the Supplier. The Supplier agrees that it is performing its obligations under the Agreement as an independent contractor and will retain all responsibility for payment of any employee-related taxes, Central Provident Fund contributions and/or any other payments that may become due and payable to its staff, employees and/or sub-contractors during the term of the Agreement.

20.2. The Supplier shall inform its staff and/or employees of Clause 20.1 above, and that the staff and/or employees are not entitled to any of the employment rights and/or benefits

which would be applicable to the Purchaser's own staff and/or employees, including, but not limited to, participation in any of the Purchaser's employee benefit plan, incentive, compensation and/or other employee policy and/or programme.

20.3. The Supplier agrees to indemnify and keep indemnified the Purchaser from and against any Loss whether or not involving a third party claim, arising out of, relating to, or resulting from, any breach of Clauses 20.1 and 20.2 above.

20.4. The Supplier shall deal with all issues relating to the employment and/or engagement of the Supplier's staff, employees and/or sub-contractors, including, but not limited to, health, disciplinary and performance issues, grievances, and issues relating to the Supplier's terms and conditions of employment and/or engagement.

20.5. The Supplier shall comply with the Purchaser's standard Pre-Engagement Screening ("**PES**") requirements (as disclosed by Purchaser to Supplier pursuant to Schedule 1) prior to the employment and/or engagement of any staff, employee and/or sub-contractor for the purposes of performing the obligations under the Agreement.

20.6. The Purchaser shall be entitled, upon prior notice to the Supplier, to enter into the Supplier's premises and inspect, audit and/or examine all documentation relating to, or evidencing the implementation of, the standard PES requirements by the Supplier.

20.7. For the avoidance of doubt, nothing in Clauses 20.5 and 20.6 shall limit the Purchaser from:

20.7.1. Requiring the Supplier to carry out additional checks and investigations on a specified staff, employee and/or sub-contractors, over and above the standard PES requirements; and/or

20.7.2. Screening the Supplier's staff, employees and/or sub-contractors; and/or

20.7.3. Proposing that additional and/or alternative staff and/or employees be employed and/or engaged by the Supplier for the purposes of performing the obligations under the Agreement.

20.8. The Supplier shall ensure that its staff, employees and/or sub-contractors wear such identification as the Purchaser deems necessary when working on any site in connection with the Agreement, and procure the staffs' and/or employees' compliance with any and all security guidelines stipulated by the Purchaser.

20.9. The Supplier shall ensure that its staff, employees and/or sub-contractors, in performing the obligations under the Agreement, uphold, at least to a minimum standard, the

Purchaser's values of honesty, integrity, and respect for others, and comply with the Purchaser's current relevant policies and/or procedures, including, but not limited to, those relating to human resource and protection of personal data.

20.10. For the purposes of Clause 20.9 above, the Supplier shall provide each staff, employee and/or sub-contractor with copies of the Purchaser's current relevant policies and/or procedures, as provided by the Purchaser to the Supplier from time to time pursuant to Clause 29.1 below.

20.11. Without prejudice to any of the foregoing, the Supplier shall not employ and/or engage any foreign employee without the necessary valid work permits and/or employment passes and/or in any manner which may contravene the requirements stipulated in the Immigration Act (Cap. 133), Employment Act (Cap. 91), Employment of Foreign Manpower Act (Cap. 91A) and/or any statutes, regulations and other types of legislation which may be in force from time to time. The Supplier agrees to indemnify and keep indemnified the Purchaser from and against any Loss whether or not involving a third party claim, arising out of, relating to, or resulting from, any breach of this Clause 20.11.

21. INDEMNITY AND LIABILITY

21.1. The Supplier shall indemnify, and keep indemnified, the Purchaser and its Affiliates from and against any and all Loss whether or not involving a third party claim, arising out of, relating to, or resulting from, (1) any breach of any obligations by the Supplier under the Agreement, and/or (2) any breach of any term, representation and/or warranty contained in the Agreement by the Supplier, whether or not caused by the negligence of the Supplier and/or any of its officers, directors, employees, agents and/or subcontractors.

21.2. In no event shall the Purchaser be liable for any consequential (including, but not limited to, lost profits and business interruption, whether or not such damages are foreseeable), incidental, indirect, special, economic and/or punitive damages arising out of, relating to, or resulting from, (1) any breach of any obligations by the Purchaser under the Agreement, and/or (2) any breach of any representation or warranty contained in the Agreement by the Purchaser, whether or not caused by the negligence of the Purchaser and/or any of its officers, directors, employees, agents and/or subcontractors, whether or not the Supplier had been advised of the possibility of such damages.

22. INSURANCE

22.1. The Supplier shall not commence work under the Agreement until the insurance coverage required by this Clause 22 has been obtained.

22.2. The Supplier shall insure with a reputable insurance company its liabilities under the Agreement based on the value of the Goods to be supplied and/or Services to be provided under the Agreement.

22.3. The Supplier shall, upon the Purchaser's request, immediately produce the policy of insurance and the receipt for the current premium to the Purchaser, for the Purchaser's inspection.

22.4. The Supplier agrees that any monies received by the Supplier under any and all policies of insurance obtained by the Supplier in compliance with Clause 22.2 above, such monies being received in full or part settlement of a claim arising out of, relating to, or resulting from, the Agreement, and which is due to the Purchaser, shall be paid immediately to the Purchaser without offset or counterclaim by the Supplier.

22.5. Any limitation, whether monetary or otherwise, in any policy of insurance obtained by the Supplier in compliance with Clause 21.2 above, shall not be construed as a limitation on the Supplier's liability, and the Supplier shall, notwithstanding such limitation, remain liable in full for all matters and to the extent not covered by the said policy of insurance.

22.6. If the Supplier, at any time, neglects or refuses to provide, or cause to be provided, the insurance coverage required by this Clause 22, or if such insurance coverage is cancelled, the Purchaser shall, without prejudice to any other rights and/or remedies available to it under the Agreement or otherwise, be entitled (but not obliged) to procure such insurance coverage as the Purchaser deems appropriate. In doing so, the Purchaser is entitled to deduct a sum equivalent to the amount paid by the Purchaser in respect of premiums for such insurance coverage from any monies due or payable to the Supplier, or to recover the same or any balance remaining unpaid as a debt due from the Supplier to the Purchaser.

23. BUSINESS CONTINUITY

23.1. The Supplier represents and warrants to the Purchaser that the Supplier has established and shall at all times have and maintain an adequate disaster and business continuity and recovery plan in place to address the actions it will take to ensure continuity of business in response to various business disruptions, including ensuring continuity of IT systems with offsite production capability and offsite data back-ups. Such plans must define an expedited decision making structure for its operations to direct the Supplier's response following a business disruption and enable the Supplier to reduce the period of disruption to the Supplier's obligations to the Purchaser under this Agreement, and efficiently and effectively resume normal working conditions minimising the period of disruption. In addition, all crisis management plans and all business continuity plans must be reviewed and, where necessary, updated from time to time (at least once every

twelve (12) months or sooner if there is a significant change to the Supplier's business environment or to the Supplier's business operations) and must be exercised periodically (at least once every twenty-four (24) months either via a simulation exercise (unless there was an actual exercise of such plans in that twenty-four (24) month period) to maintain team readiness.

23.2. The Supplier shall test such disaster, crisis management and business continuity and recovery plans in part or in whole using simulated business disruption. In the event of a simulated business disruption, or an activation of a plan as a result of a business disruption, an after-action review must be performed by the Supplier for the purpose of providing continuous improvement.

23.3. The Supplier agrees to allow the Purchaser or its representative to conduct on-site reviews of the Supplier's disaster and business continuity and recovery plans and records of the exercise of such plans to ensure that such plans may be smoothly implemented should a disaster or other business disruption event occur. If the Purchaser or its representative identifies any reasonable concerns relating to such plans, the Supplier shall use its best efforts to address such concerns at its own costs and expense.

24. ASSIGNMENT

24.1. The Supplier's rights and obligations under the Agreement may not be assigned in whole or in part without the prior written approval of the Purchaser (acting in its sole discretion) and any such approval shall not be deemed to relieve the Supplier from its obligations and/or liabilities under the Agreement.

24.2. The Purchaser shall be entitled, at any time by notice in writing to the Supplier, to assign the whole or any part of its rights and obligations under the Agreement to any Affiliate or successor in title (whether to the whole or to that part of the Purchaser's business which relates to the Goods delivered and/or Services provided under the Agreement).

25. THIRD PARTY RIGHTS

25.1. No person who is not a party to the Agreement, other than an assignee of any right or obligation pursuant to Clause 23 above, shall have any rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term or condition of the Agreement.

25.2. For the avoidance of doubt, nothing in this Clause 25 shall limit the enforcement by the Purchaser's Affiliates of any terms granted to such Affiliates under the Agreement.

26. SUB-CONTRACTORS

26.1. The Supplier shall not, without the prior written approval of the Purchaser, appoint any sub-contractor(s) and/or any person(s) to carry out all or any of its obligations under the Agreement.

26.2. The Supplier shall ensure that any sub-contractor(s) and/or person(s) appointed pursuant to Clause 26.1 above shall read and understand the implications of the Agreement, and shall, by entering into a separate agreement or otherwise, further ensure that any such sub-contractor(s) and/or person(s) shall be subject, and adhere, to the same obligations imposed on the Supplier under the Agreement.

26.3. Notwithstanding Clauses 26.1 and 26.2 above, the Supplier shall remain liable to the Purchaser for the performance of all its obligations under the Agreement.

27. TERM AND TERMINATION

27.1. Subject to Clauses 27.2 to 27.5 and 28.3 below, if a party wishes to terminate the Agreement in reliance upon a remediable breach by the other party:

27.1.1. The party shall give the other party a written notice ("**Notice**") specifying:

27.1.1.1. That the Notice is being issued pursuant to this Clause 27.1;

27.1.1.2. Each thing complained of;

27.1.1.3. The things that the party thinks needs to be done by the other party in order to remedy the things complained of; and

27.1.1.4. That if the breach if not remedied within thirty (30) days of the date of service of the Notice, then the party may terminate the Agreement immediately.

27.1.2. If the other party does not remedy the breach set out in the Notice to the reasonable satisfaction of the party that issued the Notice within the time stipulated in the Notice (or such other time as may be agreed between parties), the party may immediately terminate the Agreement by notice in writing given to the other party.

27.2. The Purchaser shall be entitled, in the event of a material breach of any of the clauses in this Agreement, in particular Clauses 13 and 20, by the Supplier, to immediately terminate the Agreement by notice in writing to the Supplier. The Supplier

shall have no claim against the Purchaser for compensation for any loss of whatever nature by virtue of the termination of the Agreement in accordance with this Clause 27.2. To the extent (and only to the extent) that the laws of the Territory provide for any such compensation to be paid to Supplier upon the termination of this Agreement, Supplier hereby expressly agrees (to the extent possible under the laws of the territory) to waive or to repay to GSK any such compensation or indemnity.

27.3. If, at any time during the term of the Agreement, the 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:

27.3.1. The Supplier shall immediately so notify the Purchaser in writing, giving particulars of the circumstances; and

27.3.2. The Purchaser may, upon receiving such notice, immediately terminate the Agreement by notice in writing to the Supplier. For the avoidance of doubt, the Purchaser may terminate the Agreement upon the occurrence of any of the circumstances described in this Clause 27.3, notwithstanding that the Supplier may not have given notice to the Purchaser, as required under Clause 27.3.1 above.

27.4. If, at any time during the term of the Agreement, there shall be any change in the legal and/or beneficial ownership or Control of the Supplier:

27.4.1. The Supplier shall immediately so notify the Purchaser in writing; and

27.4.2. The Purchaser may, upon receiving such notice, immediately terminate the Agreement by notice in writing to the Supplier, if it considers, in its sole discretion, that any such change is prejudicial to its interests. For the avoidance of doubt, the Purchaser may terminate the Agreement upon the occurrence of any of the circumstances described in this Clause 27.4 if it considers, in its sole discretion, that any such change is prejudicial to its interests, notwithstanding that the Supplier may not have given notice to the Purchaser, as required under this Clause 27.4.1.

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

28. CONSEQUENCES OF TERMINATION AND EXPIRATION OF AGREEMENT

28.1. Upon the termination or expiration of the Agreement, the Supplier shall:

28.1.1. Not later than seven (7) days after the Purchaser's request, deliver to the Purchaser (or as the Purchaser directs), all quantities of the Goods in the Supplier's possession which comply with requirements stipulated under the Agreement, save that in the event of termination of the Agreement due to the Supplier's breach pursuant to Clauses 27.1 and 27.2 above, the Purchaser shall be entitled to reject any and all quantities of the Goods in the Supplier's possession notwithstanding that such Goods comply with the requirements stipulated under the Agreement;

28.1.2. Comply with Clause 11.3;

28.1.3. Immediately cease the use of any Intellectual Property Rights which are vested in the Purchaser pursuant to Clause 10 above;

28.1.4. 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/or the provision of the Services, and/or of a confidential nature provided directly and/or indirectly by the Purchaser to the Supplier, are, at the Purchaser's sole option, either returned immediately to the Purchaser or destroyed by the Supplier; and

28.1.5. Immediately cease the use of any Personal Data, and return, delete or destroy all Personal Data, including without limitation all originals and copies of such Personal Data in any medium, and any materials derived from or incorporating such Personal Data.

28.2. A fair and reasonable price will be paid for any Goods delivered and/or Services provided to the Purchaser as at the time of the termination or expiration of the Agreement, provided always that such Goods delivered and/or Services provided shall comply with the requirements stipulated under the Agreement. Save as expressly provided for in this Clause 28.2, the Purchaser shall not be liable for payment of any other amount to the Supplier upon termination of the Agreement.

28.3. Termination or expiration of the Agreement shall not relieve either party from any liability and/or obligation which accrued prior to such termination.

28.4. Termination or expiration of the Agreement shall not affect the continuation in force of any condition(s) which, by its nature and/or effect, is intended to survive any such

termination or expiration of the Agreement, including, but not limited to, the relevant parts of Clauses 1, 2, 10, 11, 23, 25 and 32. The Supplier agrees to provide the Purchaser with all reasonable support in respect of any investigation required and/or carried out by the Purchaser and/or any regulator on any Goods and/or Services after such termination or expiration of the Agreement. The Purchaser agrees to reimburse the Supplier's reasonable costs incurred in providing such assistance, unless the termination of the Agreement has occurred pursuant to any or any combination of Clauses 27.1 to 27.4.

29. POLICIES AND PROCEDURES

29.1. The Purchaser shall notify the Supplier of relevant policies and/or procedures which may be applicable from time to time and which the Supplier should follow in the supply of the Goods and/or provision of the Services under the Agreement, and shall provide the Supplier with copies of the Purchaser's current relevant policies and/or procedures. The Supplier agrees that the terms of such relevant policies and/or procedures shall be incorporated as part of the terms of the Agreement and the Supplier undertakes to comply with such terms.

29.2. The Supplier shall comply with the current version and any subsequent revisions of all operating procedures and policies of GSK as communicated in writing by GSK to the Supplier from time to time, including, specifically, but not limited to, GSK's Commercial Practices Policies ("CPP").

30. WAIVER

30.1. No waiver or forbearance by the Purchaser in enforcing any of its rights under the Agreement shall prejudice or affect the ability of the Purchaser to enforce any of its other rights. The rights and remedies provided in the Agreement that the Purchaser may have in the event of breach or non-compliance of any provision of this Agreement by the Supplier are cumulative and not exclusive of any other rights or remedies the Purchaser may have (whether provided by law or otherwise) in the event of such breach or non-compliance.

30.2. No waiver shall be effective unless in writing and signed by the Purchaser's authorized representative. For the avoidance of doubt, any such waiver may be given subject to any conditions thought fit by the Purchaser and shall be effective only in the instance and for the purpose for which it is given.

31. SEVERABILITY

31.1. In case any provision in the Agreement shall be, or at any time shall become invalid, the illegality, invalidity or enforceability of any provision of the Agreement under the law of

any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction or the legality, validity or enforceability of any other provision.

32. AMENDMENT

32.1. Any provision of the Agreement may be amended only if the parties unanimously so agree in writing by their authorized representatives.

33. DISPUTE RESOLUTION

33.1. If any dispute arises in relation to the Agreement, including any dispute on the construction, validity and performance of the Agreement ("**Dispute**"), the party asserting that a Dispute has arisen must give the other party a written notice ("**Dispute Notice**") which:

33.1.1. says that it is a Dispute Notice issued under Clause 33.1 of the Agreement; and

33.1.2. sets out:

33.1.2.1. each thing complained of;

33.1.2.2. the relief and/or outcome sought by the party giving the Dispute Notice;

33.1.2.3. the things that the party giving the Dispute Notice thinks needs to be done in order to achieve that relief and/or outcome; and

33.1.2.4. the reasons that party thinks it should be entitled to that relief and/or outcome.

33.2. Notwithstanding the occurrence of a Dispute under the Agreement, the parties shall, subject to the Purchaser's right to withhold payments of all disputed portions of any invoices in accordance with the terms of the Agreement, continue performing their obligations under the Agreement (without regard to the disputed issues) pending the resolution of such Dispute.

33.3. Upon receipt of the Dispute Notice by the other party, the parties will attempt in good faith to negotiate a resolution of the Dispute.

33.4. Save as provided in Clause 33.6 below, if, within sixty (60) days of receipt of the Dispute Notice by the other party (or such other time as may be agreed between parties), parties have failed to negotiate a resolution of the Dispute in accordance with Clause 33.3 above, then either party shall refer the Dispute for final resolution by arbitration to the agreed arbitration organization as stated in Clause 33.5 below.

33.5. The arbitration must be conducted in accordance with the rules of the Singapore International Arbitration Centre ("**SIAC**") which are operating at the time the Dispute is referred to the SIAC. The terms of the SIAC are incorporated into the terms of the Agreement.

33.6. For any dispute arising pursuant to Clauses 6, 7 and/or 8 above ("**Technical Dispute**"), if, within thirty (30) days of receipt of the Dispute Notice by the other party (or such other time as may be agreed between parties)("**Settlement Period**"), parties have failed to negotiate a resolution of the Dispute in accordance with Clause 33.3 above, then parties shall agree on the appointment of an independent expert.

33.7. If, within thirty (30) days of the expiry of the Settlement Period (or such other time as may be agreed between parties), parties have failed to agree on the appointment of an independent expert in accordance with Clause 33.6 above, then either party shall refer the Technical Dispute for final resolution by arbitration to the agreed arbitration organization as stated in Clause 33.5 above.

33.8. If, within thirty (30) days of the expiry of the Settlement Period (or such other time as may be agreed between parties), parties have agreed on the appointment of an independent expert in accordance with Clause 33.6 above, the decision of the independent expert on the Technical Dispute shall be final and binding as to the Technical Dispute, subject to the following:

33.8.1. If the decision of the independent expert is that any supply of the Goods and/or provision of the Services that is the subject matter of the Technical Dispute has not complied with the requirements stipulated in the Agreement, the Purchaser shall only be entitled to the rights conferred to it under Clauses 6, 7, 8, and/or 9 above (as the case may be).

33.8.2. If the decision of the independent expert is that any supply of the Goods and/or provision of the Services that is the subject matter of the Technical Dispute has complied with the requirements stipulated in the Agreement, the Purchaser shall be liable only to the extent provided for in the Agreement for such Goods supplied and/or Services provided and which in any case shall not exceed the contract sum in the Agreement.

33.9. Save as expressly decided by the independent expert, any fees payable to the independent expert arising out of the Technical Dispute shall be borne by the party against whom the Technical Dispute is decided.

34. GOVERNING LAW AND JURISDICTION

34.1. Subject to Clauses 2.4 and 33 above, the construction, validity and performance of the Agreement shall be governed and construed in accordance with Singapore law.

34.2. For the avoidance of doubt, Clause 33 shall not prejudice the rights of the Parties to seek for interlocutory remedies from the courts in respect of any claims which may be the subject of an arbitration proceeding. The Parties agree that in respect of such interlocutory remedies that they may seek, they agree to be subject to the exclusive jurisdiction and venue of the courts of Singapore.

SCHEDULE 1

Purpose

The PES requirements are required for all categories of Complementary Workers ("**CW**") with unaccompanied access to GSK Sites and/or access (whether remote or otherwise) to the GSK IT network.

CW are non-GSK payroll workers including without limitation, the Supplier, or any staff, employee and/or sub-contractors of the Supplier.

1. Responsibility

1.1. The Supplier shall have the responsibility of ensuring that the minimum PES process detailed below are undertaken prior to the employment and/or engagement of any CW, for the purposes of performing the obligations under the Agreement, who have unaccompanied access to GSK sites and/or access (whether remote or otherwise) to the GSK IT network. It is the responsibility of the Supplier to conduct the same standard of PES process for CWs of any tier who will have access to GSK sites and/or only have access to the GSK IT network.

1.2. The PES process detailed below shall be undertaken for any CW who has not had access to GSK sites and/or the IT network (whether remote or otherwise) for a continuous period of more than three (3) months.

2. PES Requirements

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

2.1.1. An identity check.

2.1.2. Confirmation of the CW's right to work in Singapore, in compliance with the prevailing Immigration Act, and/or any other statutory enactments from time to time in force.

2.1.3. Verification of education qualifications or other skills claimed (particularly where the qualification or skill is an entry requirement for the job)

2.1.4. Reference check from previous employers (minimum of two (2), one (1) of which will be current/most recent employer) as an indication of CW's suitability for employment at GSK.

2.1.5. Verification of dates of employment claimed for the preceding 5 years if reference check is a requirement.

2.1.6. Criminal record check.

2.1.7. Financial/credit check (only when considered necessary for the position by GSK).

2.1.8. Disclosure of any directorships held by the CW (only when considered necessary for the position by GSK).

2.1.9. A check of motor vehicle licenses where driving is a contractual requirement.

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

2.3. At the sole discretion of GSK and/or in compliance with local health and risk assessment legislation, GSK may require the Supplier to carry out additional checks and investigations on a specified CW, over and above the minimum PES requirements set out above.

2.4. Periodic audit will be conducted by GSK for ensuring compliance with this policy by the Supplier. Failure to complete the PES process to GSK's standards will result in the access to the GSK site and/or IT network being refused or withdrawn, as the case maybe.

2.5. 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.

2.6. 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 IT network until the necessary PES process has been completed satisfactorily. They must also be escorted to and from their work station.

2.7. PES Failures – Debarment Criteria

2.7.1. The Supplier shall not cause any CW who is deemed to have failed to satisfy the PES requirements to have access to GSK sites and/or have access to the GSK IT network.

2.7.2. A person is deemed to have failed to satisfy the PES requirements if:

2.7.2.1. There is evidence that the job application is fraudulent i.e. documentation and information provided is false.

2.7.2.2. The stated qualifications and employment positions within the application are false.

2.7.2.3. The individual has no right to work in Singapore, and/or not in compliance with the prevailing Immigration Act and/or any other statutory enactments from time to time in force.

2.7.2.4. The documentation supporting the individual's right to work in Singapore has expired.

2.7.2.5. The individual had previously been an employee of GSK and had been dismissed for gross misconduct as a result of reference check.

SCHEDULE 2
GSK INFORMATION PROTECTION ADDENDUM

1 INTRODUCTION.

1.1 Agreement.

Pursuant to the Services to be carried out by the Supplier under the Agreement (as defined below in Section 2), Supplier and all Supplier Personnel shall comply with, and cause each Subcontractor, if any, to comply with, all of the provisions of this Information Protection Addendum, including all attached appendices ("InfoProtect Addendum").

1.2 Components.

1.2.1 Pre-Engagement Screening.

Any Supplier Personnel who will have:

(a) Physical access to GSK facilities, causing GSK security to issue them a GSK identification badge (for unescorted site access); or

(b) Access to GSK Confidential Information (whether remote or otherwise);
must have been the subject of pre-engagement screening in accordance with Clause 20.5 and Schedule 1 of the GSK Standard Terms and Conditions as updated and/or revised by Appendix A (Pre-Engagement Screening).

1.2.2 Security.

To the extent Supplier or Supplier Personnel will have access to:
(c) GSK Confidential Information; or
(d) GSK Information Systems;
Supplier must comply with the provisions of Appendix B (Information Security).

1.2.3 Privacy.

To the extent Supplier or Supplier Personnel will Process GSK Personal Information as part of the Services, Supplier also must comply with Clause 16 of GSK Standard Terms and Conditions as updated and/or revised by the provisions of Appendix C (Privacy).

1.2.4 Security Review and Audit.

In addition to GSK's other rights pursuant to the Agreement, Supplier will comply with the provisions of Appendix D (Security Reviews and Audits).

2 DEFINITIONS.

Capitalized terms used herein shall have the meaning set forth in this Section 0 (Definitions) or as otherwise set forth in this InfoProtect Addendum or in the Agreement.

2.1 **Affiliate**.

"**Affiliate**" means any entity that, with respect to another entity, is Controlled by, under common Control with, or Controls such other entity. "Control" and its derivatives means the ownership (directly or indirectly) of a majority of the voting shares of such entity or is the ability (directly or indirectly) to appoint a majority of the directors of such entity or the authority to direct the management or policies of such entity, by contract or otherwise.

2.2 **Agreement**.

The "**Agreement**" means the agreement between the GSK legal entity specified in the Purchase Order and Supplier consisting of the Purchase Order, GSK Standard Terms and Conditions, the Specification(s), and any other documents (or parts thereof) specified in the Purchase Order or otherwise expressly incorporating GSK Standard Terms and Conditions.

2.3 **Applicable Law**.

"**Applicable Law**" means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, requirement or decision of or agreement with or by any legislative, administrative, judicial or other governmental authority, and includes, to the extent specified in the Agreement or this InfoProtect Addendum, codes of conduct or other similar agreements with or requirements created by relevant non-governmental industry regulatory bodies, including any compulsory legal process and including any changes or updates that occur to the same from time to time in the jurisdictions in which GSK, the Supplier and provision of the Services are located and including the jurisdictions from which GSK provides the GSK Personal Information.\

2.4 **Data Security Breach**.

"**Data Security Breach**" means (i) the loss or misuse (by any means) of any GSK Data; (ii) the inadvertent, unauthorized and/or unlawful Processing, corruption, modification, sale, or rental of any GSK Data; or (iii) any other act or omission that compromises the security, confidentiality, or integrity of any GSK Data.

2.5 **GSK Confidential Information**.

"**GSK Confidential Information**" means GSK Data that (a) is marked or otherwise identified as "confidential" or with a similar designation, or (b) even if it is not marked or identified as "confidential," a reasonable person would recognize as information that ought to be treated as confidential information, including information relating to the trade secrets such as know-how, formulae and processes, scientific research, clinical development, or business affairs of GSK; GSK Personal Information; all project and computer-related technical matters, including design/performance specifications, operating procedures, systems documentation, utility reference manuals, language reference manuals, third party software and documentation, financial information, inventions, contractual information (including pending deals), customer information such as patient and supplier lists, prices and costs, data related to regulatory submissions, and any other relevant information furnished to Supplier and Supplier Personnel by or on behalf of GSK under the Agreement.

GSK Confidential Information shall not include: (i) information which at the time of disclosure or discovery is in the public domain; (ii) information which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of the Agreement; (iii) information which Supplier can establish by reasonable proof was in its possession at the time of disclosure by GSK and was not acquired, directly or indirectly, from GSK; or (iv) information which Supplier receives from a third party, provided, however, that such information was not obtained by said third party, directly or indirectly, from GSK and that said party has a right to disclose it.

2.6 **GSK Data**.

"**GSK Data**" means any data or information of or concerning GSK or its Affiliates or other recipients of the Services that is provided to or obtained by Supplier or Supplier Personnel in connection with the negotiation and execution of the Agreement or the performance of Supplier's obligations under the Agreement, including any such data and information that either (i) is created, generated, collected or Processed by Supplier Personnel in the performance of Supplier's obligations under the Agreement, including data processing input and output, Service Level measurements, asset information, reports, third party service and product agreements, and Supplier's charges to GSK, or (ii) resides in or is accessed through GSK's Information Systems or Supplier's Information System; as well as any data and information derived from the foregoing. For

the avoidance of doubt, GSK Data includes all GSK Confidential Information, GSK Critical and Sensitive Information, GSK Personal Information and GSK Sensitive Personal Information.

2.7 **GSK Critical and Sensitive Information**.

"**GSK Critical and Sensitive Information**" means GSK Confidential Information that is (a) designated by GSK as 'critical and sensitive,' or (b) even if it is not marked or identified as 'critical and sensitive,' is of a nature that a reasonable person would recognize that the unauthorised disclosure of such information could result in significant adverse impact (financial, reputational or regulatory) to GSK, such as unpublished price sensitive information (as defined under Applicable Laws); pre-announcement merger, acquisition, divestment and joint venture information; global financial results prior to public announcement to London Stock Exchange or the New York Stock Exchange; intellectual property relating to a patent application prior to filing; product formulations and specifications; GSK board and executive committee minutes and papers; high level development, regulatory and marketing strategy and plans; GSK Sensitive Personal Information; or information that if disclosed could result in the delay of product release due to invalidation of a clinical trial.

2.8 **GSK Information Systems**.

"**GSK Information Systems**" means all hardware, software, operating systems, database systems, software tools and network components used by or on behalf of GSK to receive, maintain, Process, store, access or transmit GSK Data.

2.9 **GSK Personal Information**.

"**GSK Personal Information**" means any Personal Information that is: (i) provided by GSK to the Supplier; (ii) collected by the Supplier on behalf of GSK; (iii) otherwise Processed by the Supplier for the purpose of providing the Services; and (iv) any copies of, materials derived from or incorporating, the Personal Information that is provided, collected or Processed pursuant to (i) – (iii) above, in each case in any medium.

2.10 **GSK Sensitive Personal Information**.

"**GSK Sensitive Personal Information**" means any GSK Personal Information that is also considered to be Sensitive Personal Information.

2.11 **Personal Information**.

"**Personal Information**" means any data, whether true or not, about an individual who can be identified or could reasonably be identified (1) from that data, or (2) from that data and other information to which a party has or is likely to have access. Personal Information includes without limitation, an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity, regardless of the medium in which such information is displayed.

2.12 **Sensitive Personal Information**.

"**Sensitive Personal Information**" means (i) Personal Information related to racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and health or sex life, (ii) any other Personal Information relating to a person where the unauthorized disclosure or use of such Personal Information could reasonably entail or result in enhanced potential risk to such person, including without limitation a person's Social Security number, passport number, driver's license number or similar identifier, or credit or debit card number, and (iii) such other Personal Information relating to a person as may be required under Applicable Law.

2.13 **SIG**.

"**SIG**" means the "Standard Information Gathering Questionnaire" designed to assess Supplier's information security controls in alignment with industry standards (ISO 27001/27002) that is provided by GSK and completed by Supplier.

2.14 **Significant Vulnerability**.

"**Significant Vulnerability**" means non-compliance with any of the security provisions of this InfoProtect Addendum, the Supplier Information Systems or Supplier business processes that reasonably can be anticipated to lead to a Data Security Breach.

2.15 **Subcontracting**.

"**Subcontracting**" means the delegation by Supplier of any function(s) constituting a part of the Services, and "Subcontractor" means any third party (including agents and Supplier Affiliates) to whom Supplier has Subcontracted any function(s) constituting a part of the Services, including a third party to whom a Subcontractor further delegates any Subcontracted duties or obligations.

2.16 **Supplier**.

"**Supplier**" has the meaning specified in the Agreement. Except as otherwise specified, references to Supplier in this InfoProtect Addendum shall include all Supplier Affiliates used to perform any aspect of the Services.

2.17 **Supplier Information Systems**.

"**Supplier Information Systems**" (or "**SIS**") means all hardware, software, operating systems, database systems, software tools and network components used by or on behalf of Supplier to receive, maintain, Process, store, access or transmit GSK Data.

2.18 **Supplier Personnel**.

"**Supplier Personnel**" means any and all personnel furnished or engaged by Supplier to perform any part of the Services, including employees and independent contractors of Supplier and Supplier's Subcontractors.

2.19 **Term**.

"**Term**" means the period of time during which the Supplier is obligated to provide the Services pursuant to the Agreement, unless terminated earlier as provided in the Agreement and this InfoProtect Addendum.

3 ORDER OF PRECEDENCE.

In the event of a conflict between any provision of this InfoProtect Addendum and any other provision of the Agreement, the terms of this InfoProtect Addendum will prevail except to the extent that the relevant provision of the Agreement specifically identifies the provision(s) of this InfoProtect Addendum to be amended or overridden.

4 GENERAL REQUIREMENTS.

4.1 Compliance with Laws.

In addition to Supplier's other obligations specified in the Agreement (Compliance with Laws), Supplier shall comply with all Applicable Laws relating to the privacy and security of GSK Personal Information. In addition, Supplier shall cause its employees and/or agents to comply with all Applicable Laws relating to the Processing of GSK Personal Information. To the extent that the provisions of this InfoProtect Addendum are deemed insufficient under Applicable Laws relating to the Processing of GSK Personal Information, the Parties shall amend this InfoProtect Addendum or the Agreement as needed so that the Parties are in compliance with such laws.

Supplier shall provide GSK with all reasonable assistance and information with regard to making any notifications to or registration with any legal or regulatory authorities as required by Applicable Law.

In the event Supplier becomes obligated by Applicable Law, regulatory rule or judicial or administrative order to disclose GSK Confidential Information or any portion thereof, to any third party, governmental authority or court, the Supplier shall immediately notify GSK thereof of each such requirement and identify the GSK Confidential Information to be disclosed so that GSK may seek an appropriate protective order or other remedy with respect to narrowing the scope of such requirement and, to the extent necessary, waive Supplier's compliance with the confidentiality obligations of this InfoProtect Addendum.

4.2 Supplier Locations.

The location where Supplier will receive, maintain, Process, store, access or transmit GSK Data is at GSK Premises.

The locations where Supplier will receive, maintain, Process, store, access or transmit GSK Data can not be changed without GSK consent.

5 SUBCONTRACTORS.

5.1 Supplier shall not delegate or Subcontract the Services without GSK's prior written approval and consent. In the event GSK elects to approve Supplier's proposed use of a Subcontractor to perform the Services, Supplier shall remain liable and responsible for the action, inactions and performance of all obligations performed by such Subcontractor to the same extent as if such obligations were performed by Supplier.

5.2 Supplier contracts with new Subcontractors will require such Subcontractors to implement and comply with the relevant portions of this InfoProtect Addendum.

5.3 Within ninety (90) days of the Effective Date of this InfoProtect Addendum, Supplier will:

(a) amend current contracts with existing Subcontractors who will Process, store or access GSK Data, to require them to implement and comply with the relevant portions of this InfoProtect Addendum; or

(b) in the event Supplier is unable to amend its contract with an existing Subcontractor to comply with this InfoProtect Addendum, Supplier will ensure that Subcontractor is not used to Process, store or access any GSK Data pursuant to the Agreement.

5.4 Prior to permitting a Subcontractor to perform any Services Supplier shall conduct initial assessment(s) of such Subcontractor's data privacy and information security practices to verify that such Subcontractor complies with the relevant portions of this InfoProtect Addendum; and will report the results of such assessment(s) to GSK. Follow up assessments shall be conducted on an annual basis, or other frequency as agreed with GSK.

6 RETENTION AND RETURN OF GSK DATA.

6.1 Supplier shall retain GSK Data only for as long as specified in the Agreement or as otherwise necessary to satisfy the purposes for which it was provided to Supplier, or as required by Applicable Law.

6.2 Supplier shall (at its sole cost) return, delete or destroy all GSK Data then remaining in its possession or under its control, including without limitation all originals and copies of such GSK Data in any medium, and any materials derived from or incorporating such GSK Data, upon the earlier of (i) ten (10) days after GSK's request for such return, deletion or destruction for any reason, or (ii) ten (10) days after the termination or expiration of the Agreement, and shall certify compliance with this requirement by written notice to GSK received no later than thirty (30) days following such return, deletion or destruction. Data returned to GSK shall be (a) in the format in which such data was provided to Supplier by GSK (or the then-current replacement for such original format), (b) in an industry standard, open format, or (c) in such format as the parties agree. Except as otherwise approved by GSK, data returned by Supplier will not be provided to GSK in any proprietary format.

6.3 In the event that Applicable Law prevents or precludes the return, deletion or destruction of any GSK Data by Supplier on the date required pursuant to Section 6.2 (the "**Return Date**"), Supplier shall notify GSK in writing, in reasonable detail, of the reason for not returning, deleting or destroying such GSK Data. In such case, (i) Supplier shall return, delete, or destroy the GSK Data as soon as possible after the Return Date, and (ii) Supplier shall not access, use or Process such GSK Data without GSK's express prior written consent on or after the Return Date. Supplier shall comply with the requirements of this InfoProtect Addendum with regard to GSK Data for as long as such GSK Data is retained by Supplier or any Subcontractor in any form.

7 INDEMNITIES

7.1 Indemnities.

In addition to Supplier's other obligations pursuant to the Agreement, Supplier shall indemnify and hold harmless GSK, its affiliates, and each of their respective officers, directors, employees, agents and contractors (collectively, the "**GSK Indemnitees**") from and against any and all costs, charges, damages, expenses, fees (including without limitation reasonable attorneys' fees) and losses (including, without limitation fees and costs incurred in recovering the same) incurred by any GSK Indemnitee that arises from Supplier's negligence or willful misconduct related to GSK Data or a breach by Supplier or any of its agents, contractors or Subcontractors of this InfoProtect Addendum.

8 TERMINATION.

8.1 Save as amended by this Section 8, Clauses 27 and 28 of the GSK Standard Terms and Conditions shall continue to apply to this InfoProtect Addendum.

8.2 For the purpose of Clause 27.2 of the GSK Standard Terms and Conditions, the following events shall constitute as a material breach of the Agreement:

(a) If Supplier violates any Applicable Laws;

(b) If Supplier fails to comply with the terms of the following sections in Appendix A: Section 0 (Cooperation), Section 0 (Minimum Required Screening) or Section **Error! Reference source not found.** (Staffing Standards);

(c) If Supplier commits a breach of Section 0 (Data Security Breach Reporting) or Section 0 (Data Security Breach) of Appendix B; or

(d) As otherwise specified in this InfoProtect Addendum.

9 SURVIVAL.

Any provision of this InfoProtect Addendum that contemplates performance subsequent to any termination or expiration of the Agreement will survive any termination or expiration of the Agreement and continue in full force and effect.

APPENDIX A
Pre-engagement Screening

1 SCREENING OF SUPPLIER PERSONNEL.

1.1. **Screening**.

Supplier shall perform the pre-engagement screening of Supplier Personnel at the time of hiring the Supplier Personnel in a manner that is consistent with GSK's minimum required screening criteria as set forth in Clause 20.5 and Schedule 1 of the GSK Standard Terms and Conditions (to the extent as amended by this Appendix A) and as permitted by law in the country of hire.

1.2. **Cooperation**.

1.2.1 Supplier agrees to cooperate with GSK in connection with such screening by requiring Supplier employees or contractors, or any employees or contractors of a Supplier Subcontractor, to submit information reasonably required to enable GSK or its agents to identify such personnel and conduct such screening. Should any Supplier employee or contractor, or any employee or contractor of a Supplier Subcontractor refuse to cooperate with such screening Supplier shall not use that person to provide the Services unless specifically approved by GSK.

1.2.2 Supplier shall be responsible for maintaining a pool of pre-screened personnel as reasonably necessary to support Supplier's performance of the Services.

1.3. **Minimum Required Screening.**

1.3.1 The following requirements shall be added to paragraph 2.1 of Schedule 1 of GSK Standard Terms and Conditions:

(a) A debarment check, where required.

(b) Verification of entitlement to employment through the use of work permits or similar documents.

(c) Check on participation in animal rights activism.

1.4. **Staffing Standards**.

1.4.1 For the purpose of paragraph 2.7 of Schedule 1 of GSK Standard Terns and Conditions and in addition to paragraph 2.7.2 of Schedule 1 of GSK Standard Terms and Conditions,

a person is deemed to have failed to satisfy the PES requirements in the following circumstances as well:

(a) current or previous affiliation with animal rights activism;

(b) lack of financial probity where the position applied for requires a high level of integrity;

(c) inappropriate references from referees or previous employers;

(d) relevant and/or undisclosed criminal convictions (where are allowed by law);

(e) unexplained gaps in employment history; and

(f) lack of co-operation by the applicant.

Appendix B
Information Security

1. COMPREHENSIVE INFORMATION SECURITY PROGRAM.

Supplier attests that all answers agreed as relevant within the SIG are accurate and Supplier shall not, without written notification to GSK, materially change any aspect of the SIS or Supplier's operations that would, from the perspective of GSK, degrade or otherwise materially adversely impact the level of security provided to GSK Data. Supplier shall reassess against the SIG upon the earlier of (a) any material change to any aspect of the SIS or Supplier's operations or (b) annually.

2. DATA HANDLING.

2.1 Encryption.

2.1.1 Supplier will encrypt all GSK Confidential Information when stored on portable devices and media or when transmitted over non-secure communication channels (e.g., internet email, or wireless transmission) including remote connectivity using solutions that are certified against the U.S. Federal Information Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and any keying material are not stored with any associated data.

2.1.2 Supplier will encrypt all GSK critical and sensitive Information within the SIS using solutions that are certified against the U.S. Federal Information Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and any keying material are not stored with any associated data.

2.1.3 When transferring GSK Data, and in communications between GSK and Supplier, Supplier will use secure email, including enforced Transport Layer Security (TLS), and will implement any network connectivity with GSK that Supplier is required to provide under this InfoProtect Addendum in accordance with any applicable requirements and GSK approved connectivity standards.

2.1.4 In the event that GSK Data could be transferred to removable media, a mobile device or uncontrolled computer, Supplier will implement, monitor and maintain encryption and information leakage prevention tools using solutions that are certified against the U.S. Federal Information Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and any keying material are not stored with any associated data.

2.1.5 Supplier shall prohibit the transfer of GSK Critical and Sensitive Information to Supplier or Subcontractor mobile devices.

3. ACCESS.

3.1 General.

3.1.1 Supplier will limit access to GSK Data to authorized persons or roles, based upon a principle of least privilege which limits of all users to the lowest permission levels that they can be assigned that does not prevent the relevant Supplier Personnel from completing their assigned tasks.

3.1.2 Supplier must perform “identity proofing” using independent identity documents (e.g., government issued documents such as passport, driver’s license) prior to creating any accounts for Supplier Personnel that will provide access to the SIS.

3.2 Passwords.

3.2.1 Any passwords issued to a user by an administrator must be reset by the user upon initial use. Where user-initiated password resets are used, the processes that create the temporary password must create reasonably non-guessable temporary passwords, not reuse passwords, and must communicate the temporary password to the user through a channel accessible only to the user.

3.2.2 Supplier will review all account access and change such access commensurate with role changes.

4. PHYSICAL SECURITY.

4.1 General.

GSK Data must be physically secured against unauthorised access.

5. MALICIOUS CODE.

5.1 General.

Supplier will not incorporate or introduce Unauthorized Code into the SIS, where “Unauthorized Code” is defined as any: (i) computer virus, harmful programs or data that destroys, erases, damages or otherwise disrupts the normal operation of the SIS, allows for unauthorized access to SIS, (ii) worms, trap door, back door, timer, counter, software locks, password checking, CPU serial number checking or time dependency or

other such limited routine, instruction that is designed to interrupt or limit the proper operation of the SIS, (iii) spyware/adware, and (iv) any other similar program, data or device that is being inserted for an improper purpose.

6. NETWORK SECURITY.

6.1 Network Inventory.

6.1.1 Supplier shall maintain and keep up to date the network component inventories, network topology diagrams, data centre diagrams, and IP addresses for each network that connects to GSK Information Systems (and their interconnections), whether supported by the Supplier or Supplier Subcontractors, to a standard that meets compliance requirements for all connectivity to the SIS from the Internet, to include at least the following:

6.1.2 The network perimeter must be protected by firewall systems; Supplier will establish port, protocol and IP address restrictions that limit the inbound/outbound protocols to the minimum required. All inbound traffic must be routed to specific and authorized destinations.

6.1.3 Interrogate TCP protocol communications at the packet level to distinguish legitimate packets for different types of connections and reject packets that do not match a known connection state, i.e., stateful inspection. This must cover network, application and database protocols.

6.1.4 Configure perimeter systems with redundant connections (i.e., there are no single points of failure);

6.1.5 Interrogate communications by monitoring network packets to identify and alert upon or prevent known patterns that are associated with security vulnerabilities or denial of service attacks with regularly updated signatures to generate alerts for known and new threats.

6.1.6 Maintain and enforce security procedures in operating the Network that are at least: (a) consistent with industry standards for such networks; and (b) as rigorous as those procedures which are in effect for other similar networks owned or controlled by Supplier.

6.1.7 Maintain and enforce operational and security procedures that prevent the provision of network connectivity to third parties where such access would enable the third party to access GSK Data, or access the GSK network should network

interconnections between GSK and Supplier be enabled, without express written permission from GSK.

6.1.8 Implement perimeter management controls to ensure, at a minimum, that perimeter systems are configured to be resistant to resource exhaustion (e.g., to denial of service attacks);

6.1.9 Keep GSK Data logically separated from all other Supplier or Supplier customer data.

7. INCIDENT MANAGEMENT.

7.1 General.

Supplier will implement documented standards / procedures for dealing with suspected and actual security events, incidents and cybercrime attacks against the organisation (the "Incident Management Procedure").

7.2 Data Security Breach Reporting.

GSK's Computer Security Incident Response (CSIR) team shall be contacted to receive notification of any such suspected and actual security events, incidents and cybercrime attacks as follows, both by:

- Phone: +1.215.751.4380 and by
- e-mail: csir@gsk.com

Supplier will notify GSK within six (6) hours of identifying a Data Security Breach.

7.3 Data Security Breach.

Without prejudice to Clause 16.12 of GSK Standard Terms and Conditions, un the event of a Data Security Breach, Supplier will:

7.3.1 Take all appropriate corrective action including, at the request of GSK (and at the expense of Supplier where the Data Security Breach is due to the fault of Supplier), providing notice to all persons whose GSK Personal Information may have been affected by such Data Security Breach, whether or not such notice is required by Applicable Law; and

7.3.2 Where the Data Security Breach is due to the fault of Supplier, reimburse GSK (subject to GSK giving Supplier written notification of such costs together with

reasonable supporting information) for all reasonable costs GSK may incur in connection with remediation efforts, including costs incurred in connection with;

(a) the development and delivery of legal notices as required by Applicable Law and as reasonably directed by GSK where not required by Applicable Law;

(b) the establishment of a toll-free telephone number where affected persons may receive information relating to the Data Security Breach; and

(c) the provision of credit monitoring/repair and/or identity restoration for affected persons for one (1) year following the announcement or disclosure of the Data Security Breach or following notice to the affected persons, whichever is later, or such longer period as is required by Applicable Law.

7.3.3 Resolve any Data Security Breach resulting from unauthorised access, including identification of any GSK Data disclosure, alteration or loss, and notification of GSK as required under the Incident Management Procedure.

7.3.4 Within five (5) days after detection of such a compromise, Supplier shall provide to GSK a root cause analysis and written notice with confirmed receipt of such unauthorized access or modification. Such notice shall reference the Services and GSK service owner and summarize in reasonable detail the impact of such unauthorized access or modification upon GSK and as applicable the persons whose Personal Information is affected.

7.3.5 Supplier must remediate any Data Security Breach within fourteen (14) days of such a compromise resulting from unauthorised access, including identification of any GSK Data disclosure, alteration or loss, and notification of GSK as required under the Incident Management Procedure. In the event the Supplier determines that a Data Security Breach can not be remediated within fourteen (14) days, Supplier must submit and obtain GSK's written consent to a remediation plan within seven (7) days of the Data Security Breach.

Appendix C
Privacy

1. RESTRICTIONS ON PROCESSING OF PERSONAL INFORMATION.

1.1 GSK Is Sole Owner.

For purposes of this InfoProtect Addendum and the Agreement, the parties agree that GSK is the sole owner of all GSK Personal Information and GSK has the right to direct Supplier in connection with Supplier's Processing of GSK Personal Information in accordance with Clause 16 of GSK Standard Terms and Conditions and as amended by this Appendix C.

2. INSPECTION AND AUDIT RIGHTS.

2.1 In addition to Supplier's obligations pursuant to Clause 16.14 of GSK Standard Terms and Conditions, the Supplier also has obligations pursuant to Appendix D of this InfoProtect Addendum.

3. TRANSFER OF PERSONAL INFORMATION INTO FOREIGN JURISDICTION.

3.1 Supplier shall not without obtaining the prior written consent of GSK either change the location from which the Services are currently performed or otherwise disclose or transfer any GSK Personal Information Processed by Supplier for or on behalf of GSK to any person or entity located in a jurisdiction not previously agreed with GSK.

3.2 In connection with any such disclosure or transfer under Section 0, Supplier shall comply with Applicable Law governing the transfer of GSK Personal Information to a jurisdiction different from that in which the Services are currently performed.

Appendix D

Security Reviews and Audits

1. GSK ACCESS.

Supplier will make available upon GSK request security logs and other operational records pertaining to the access, storage, maintenance, Processing or destruction of GSK Data.

2. SECURITY REVIEWS AND AUDITS.

2.1 GSK Security Review Rights.

(a) GSK and its agents, auditors (internal and external), regulators and other representatives as GSK may designate (collectively, "Reviewers") may inspect, examine and review the systems, records, data, practices and procedures of Supplier (and its Subcontractors) that are used in rendering the Services or pertain to the Services (collectively, "Security Reviews") to verify: (i) the integrity of GSK Data and compliance with the data privacy, protection, confidentiality and security requirements of the Agreement including this InfoProtect Addendum; and (ii) to the extent applicable the reviewed party's compliance with Section 0 (Supplier Locations) of the InfoProtect Addendum, Section 5 (Subcontractors) of the InfoProtect Addendum, and Section 0 (Screening of Supplier Personnel) of Appendix A.

(b) Security Reviews will be conducted during business hours and upon reasonable advance notice except in the case of audits by regulators, emergency or security-related Security Reviews, and Security Reviews investigating claims of illegal behavior. GSK and its Reviewers will comply with reasonable security and confidentiality requirements when accessing facilities or other resources owned or controlled by the reviewed party. Supplier (and its Subcontractors) will cooperate fully with GSK and its Reviewers in conducting Security Reviews and provide such assistance as the Reviewers reasonably require while conducting the Reviews, including installing and operating software where reasonably necessary for the conduct of the Security Review.

2.2 Supplier Audits.

Supplier will conduct its own audits pertaining to the security of GSK Data and Supplier's compliance with Applicable Laws regarding privacy and data security consistent with the audit practices of well managed companies that perform services similar to the Services. Supplier will engage an independent third party at least once per calendar year to carry out a security audit. The identity of the third party appointed to carry out such security audit shall be subject to prior approval by GSK. Supplier will correct any errors or problems identified in the audit report as soon as reasonably possible.

2.3 SOC Audits.

Supplier will promptly provide GSK with a copy of the resulting audit reports (redacted solely to the extent necessary to protect confidential information of other Supplier customers contained therein), including documentation describing the controls against which the review was performed (if not described in the report).

SCHEDULE 3

PRODUCT COMPLAINT FORM

Prod Complaint Form
RxVx RRA QY 001 1 2