GLAXOSMITHKLINE TERMS AND CONDITIONS OF PURCHASE – POLAND

1 DEFINITIONS

In the Agreement:

"**Affiliate**" means in relation to a party to the Agreement, any entity that directly or indirectly controls, is controlled by, or is under common control with that party. In this context, "*control*" means (a) ownership by one entity, directly or indirectly, of more than 50% of the voting shares of another entity; or (b) the power of one entity to direct the management or policies of another entity.

"**Agreement**" means the agreement between GSK and Supplier for the purchase of Goods and/or Services, consisting of the Purchase Order; these Terms and Conditions; the privacy schedule (as applicable); Specification (as applicable); and any other documents (or parts thereof) specified in the Purchase Order.

"**cGMP**" means current good manufacturing practices as required by the rules and regulations of the U.S. FDA or such similar requirements of non-U.S. Regulatory Authorities, as applicable to the provision of any Goods and/or Services.

"**Confidential Information**" means all information which is acquired or becomes known by a party in relation to the Agreement and which (i) is marked "confidential", or (ii) a reasonable person would recognise is confidential or proprietary given its nature or the circumstances of disclosure. Confidential Information includes trade secrets, know-how, formulae and processes, scientific research, clinical developments, business affairs and plans; or project and technology-related matters, including design/performance specifications, operating procedures, systems documentation, utility reference manuals, language reference manuals, data, algorithms, software and documentation, models, financial information, inventions, designs, contractual information (including pending deals), vendor information, customer information (including patient and supplier lists), prices and costs, and information and data related to regulatory submissions. Confidential Information does not include information in the public domain, which has been developed independently by a party or which a party has obtained from a third party without any breach of confidentiality. "*GSK Confidential Information*" means Confidential Information relating to or disclosed by GSK or its Affiliates and includes GSK Data and GSK Personal Information.

"**Data Protection Laws**" means: (a) the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and any applicable laws and/or regulations that implement and/or exercise derogations under it and/or replace or supersede it (**GDPR**); (b) the UK GDPR as tailored by the UK Data Protection Act 2018; (c) the California Consumer Privacy Act of 2018 (Cal. Civ. Code 1798.100 – 1798.199) (**CCPA**); and (d) all other laws concerning the processing of personal data.

"**Deliverables**" means all work product that Supplier develops or is required to develop for GSK under the Agreement or as part of the Services.

"**Equipment**" means any computer hardware and associated peripherals and accessories specified in the Purchase Order.

"**Force Majeure Event**" means any circumstances beyond the reasonable control of the affected party including: flood, fire, earthquake or other acts of God; war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots, epidemic or pandemic; strikes, labour stoppages or slowdowns; and any law or government order, rule, regulation or direction, or any action taken by a government or public authority, including imposing an embargo, export or import restrictions.

"**Goods**" means all (or any) of the goods or parts thereof specified in the Purchase Order, including any Equipment or Licensed Software.

"**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; or; (e) any person acting in an official capacity for or on behalf of any of the above. "*Government Official*" will include any person with close family members who are Government Officials (as defined above) with the capacity, actual or perceived, to influence or take official decisions affecting GSK business.

"**GSK**" means the GSK company named on the Purchase Order, but will, where rights or benefits are granted, also include its Affiliates.

"**GSK Data**" means all text, files, images, graphics, illustrations, information, data (including GSK Personal Information or personal data) , audio, video, photographs and any other content and materials, in any format, that is provided by or on behalf of GSK or obtained by Supplier or Supplier Personnel in connection with the performance of Supplier's obligations under the Agreement, including any data and information that is entered into or stored by or on behalf of GSK or derivatives of such data or information.

"**GSK Personal Information**" means any personal data used for the purpose of the Services that is: (i) supplied by or on behalf of GSK to Supplier (including where Supplier has access to personal data held by GSK or on its behalf), or which Supplier collects or generates on behalf of GSK; (ii) that is processed by Supplier under or in connection with the Agreement; and (iii) in respect of which GSK is a controller or owner (or equivalent). "GSK Basic Personal Information" is a subset of GSK Personal Information that includes the following personal data: first name and/or last name, initials, work contact details, login credentials, group memberships, network or user identification number, work history and skills, gender or title, event attendance of GSK employees and complementary workers using the Services. "GSK Limited Personal Information"

is a subset of GSK Basic Personal Information that includes the following personal data: first name and/or last name, initials, work contact details, and login credentials needed to engage Supplier Services.

"**GSK Policies**" means any policies or procedures appended to the Purchase Order or these Terms and Conditions or provided or made available by GSK to Supplier in writing (including presentation of a URL at which such policy is displayed).

"**Intellectual Property Rights**" or "**IPR**" means any patents (including continuations, divisionals, continuations-in-part, reissues, renewals, registrations, confirmations, re-examinations and any extensions related thereto, including supplementary protection certificates, foreign equivalents or counterparts, and other filings thereof), discoveries, developments, inventions (whether patentable or not) howsoever conceived and whether or not reduced to practice, invention disclosures, utility models, improvements, data, rights in data, chemical structures, formulas, processes, methods of preparation, compositions of matter, formulations, methods of use or delivery, specifications, computer programs or models and related documentation including computer programming code, algorithms, circuit designs and logic designs (regardless of form, including for machine learning), designs, rights (registered and unregistered) in designs, copyright works, copyright and related rights, database rights, domain names, topography rights, trademarks and service marks (whether registrable or not), trade secrets, trade dress, know how, rights in unpatented know-how, rights of confidence, applications to register any of the aforementioned rights and the rights to file the same including the rights to establish and claim priority under the Paris Convention for the protection of industrial property or otherwise, and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

"**Law**" means all laws, statutes, rules, regulations, government orders and guidance, binding court orders, and industry guidance and standards, including anti-bribery, cGMP, Environment, Health and Safety, and labour laws.

"**Licensed Software**" means the object code version of the software specified in the Purchase Order, all permitted reproductions of that software (whether made by GSK or any GSK Affiliate) and all associated user documentation, together with all New Versions, Releases and other upgrades provided by Supplier to GSK from time to time.

"**New Version**" means a new version of the Licensed Software which provides significant additional or enhanced functionality and/or significantly enhanced performance in comparison with the previous version, typically being identified by a change in the primary version number (i.e. version 1.0, 2.0, 3.0).

"**Packaging**" means all packaging for or relating to the Goods, including all bags, cases, carboys, cylinders, drums, pallets and other containers where relevant.

"**Personal Information**" means any information relating to an identified or identifiable individual.

"**Personnel**" means any employee, agent, subcontractor (including any subcontractor employee or agent) and other representative of a party or its Affiliate.

"**Processing**" means any operation or set of operations which is performed on any information or data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Purchase Order**" means any GSK written order issued to Supplier setting out GSK's requirements for Goods or Services.

"**Quality Assurance Agreement**" or "**QAA**" means the quality assurance agreement(s) between the parties or their Affiliates that relate to the Goods and/or Services described in the Purchase Order.

"**Release**" means a revision of the Licensed Software which corrects faults, contains consolidated fault corrections, and/or adds minor functional enhancements, typically being identified by a change in the secondary version number (i.e. version 1.1, 1.2, 1.3).

"**Security Breach**" has the meaning given in clause 14.2.

"**Services**" means the services, including any Deliverables, specified in the Purchase Order.

"**Specification**" means the written specification for the Goods or Services, including those set forth in any applicable QAA, that is either supplied by GSK to Supplier or produced by Supplier and agreed in writing by GSK.

"**Supplier**" means the person or company named in the Purchase Order as "*Vendor*".

"**Terms and Conditions**" means the terms and conditions set out in this document, as amended from time to time in accordance with clause 21.3.

2 BASIS OF CONTRACT; INTERPRETATION

2.1 These Terms and Conditions apply to the purchase by GSK from Supplier of Goods and Services, to the exclusion of all terms and conditions which are implied by trade, custom, practice or course of dealing or which are endorsed upon any correspondence or documents issued by Supplier irrespective of their date of communication to GSK. However, the terms and conditions in any separately negotiated and signed written contract entered into by the parties in respect of the Goods or Services identified in the Purchase Order will overrule these Terms and Conditions.

2.2 The Purchase Order constitutes an offer by GSK to purchase Goods and/or Services specified therein in accordance with the Terms and Conditions. The Purchase Order and the Terms and Conditions are deemed to be accepted by Supplier on the earlier of: (a) Supplier issuing

a written acceptance of the Purchase Order; or (b) Supplier doing any act consistent with fulfilling the Purchase Order, at which point the Agreement will come into existence.

2.3 By accepting the Purchase Order, Supplier agrees to be bound by the terms of the Agreement to the entire exclusion of all other terms and conditions (including Supplier's terms and conditions or those implied by trade, custom or practice). Where further Purchase Orders are accepted by Supplier, each further Order creates an individual legal contract governing the provision of the Goods and Services detailed in that Order.

2.4 Nothing in the Agreement will prevent GSK at any time from performing any part of the Services or producing the Goods itself or procuring them from a third party, and Supplier is not being appointed as an exclusive supplier of any of the Goods or Services.

2.5 No inference should be made from the fact the contracting entity is defined as "GSK" as to its legal relationship with GlaxoSmithKline plc or any of its Affiliates; and references to "GSK" infrastructure (premises, systems etc.), personnel, materials and policies and procedures may belong to or be provided by "GSK" or GlaxoSmithKline plc or any of its Affiliates.

2.6 Any words following the terms “including” or “include” will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

3 SUPPLIER RESPONSIBILITIES

3.1 Supplier represents and warrants that: all Goods and Services supplied will comply with all applicable Law and Supplier's performance will not violate any agreement or obligation between Supplier and any third party; it has all necessary licences or consents required to supply the Goods and Services and has paid any royalties due to third parties where required; the Services and Deliverables (including the performance and use thereof) do not and will not at any time misappropriate, infringe upon or otherwise violate the IPR or other rights or licences of any third party; and where relevant, the Goods and Services provided to GSK will not contain any viruses or other malicious code that will degrade or infect any product, service, or any other software or GSK's network or systems. Nothing in the Agreement will prejudice any condition or warranty, express or implied, or any legal remedy to which GSK may be entitled in relation to the Agreement by virtue of any Law.

4 SUPPLY OF GOODS

4.1 The following clauses 4.2 to 4.5 apply if Supplier is supplying Goods (including Equipment but excluding Licensed Software).

4.2 Supplier represents and warrants that: all Goods will be of satisfactory quality, and, where they are manufactured products, are free from defects in design, materials and workmanship; the Goods correspond with their description and any applicable Specification and are fit for any purposes that GSK expressly or impliedly makes known to Supplier; and at the point that Supplier delivers the Goods, Supplier will be the sole owner of that Equipment and/or Goods and that no other person has a legal or other interest which could mean that GSK is unable to own the Equipment and/or Goods outright.

4.3 Supplier will ensure that at no cost to GSK, the Goods are packaged and labelled in a manner suitable for transit and storage to enable them to reach their destination in good condition, protected against any unauthorised interference during storage, loading or transport; it will obtain for GSK's benefit, all unexpired manufacturer warranties relating to the Goods; the Goods are accompanied by a delivery note (and any other delivery documentation specified in the Purchase Order, QAA or otherwise in the Agreement) showing the date of the Purchase Order, the Purchase Order number, the type and quantity of Goods being delivered, the manufacturing batch number and the shelf-life (if applicable) or the manufacturing date, special storage instructions (if any), indication whether the Goods are dangerous or not, and, if the Goods are being delivered by instalment, the outstanding balance remaining to be delivered; and it states clearly on the delivery note any requirement for GSK to return any Packaging to Supplier. Any such Packaging will only be returned to Supplier at the cost of Supplier.

4.4 Supplier will deliver the Goods in accordance with the Incoterm 2020 rule specified in the Purchase Order. If no Incoterm is specified on the Purchase Order, Supplier will deliver the Goods at the time and at the named place for delivery and to the named person for delivery specified on the Purchase Order in accordance with the Incoterm 2020 Delivered at Place (“DAP”) rule. Supplier will promptly inform GSK should there be any delay in delivery. Full legal and beneficial title and risk in the Goods will transfer to GSK on completion of the delivery of the Goods in accordance with this clause, subject to any contrary term or Incoterm specified in the Purchase Order.

4.5 Supplier will not deliver the Goods in instalments without GSK’s prior written consent. Where it is agreed that Goods are to be delivered in instalments, they may (at GSK’s option) be invoiced and paid for separately. However, failure by Supplier to deliver any one instalment on time or at all or any defect in an instalment will entitle GSK to the remedies set out in clause 8 (without prejudice to GSK’s other rights and remedies).

4.6 The following clauses 4.7 to 4.10 apply if Supplier is licensing Licensed Software to GSK.

4.7 From the date of delivery to GSK, Supplier hereby grants to GSK and its Affiliates a perpetual, non-transferable (subject to the right of extension or assignment specified below), non-exclusive licence (the "*Licence*") on the fields of exploitation: (i) saving and duplicating the work - production of copies of the work using any techniques, including printing and reproduction technology, magnetic storage and digital technology; (ii) trading the original or copies on which the work has been saved - any introduction into commerce, use or rental of the original or copies; (iii) distribution of the work in a manner other than described in subpoint ii - public performance, exhibition, display as well as the public dissemination of the work in such a manner that everyone may have access to it in the place and at the time of their choice in order to use the Licensed Software and make such copies thereof as may be necessary for its business, security, backup and archival purposes; use the Licensed Software on any hardware platform and in combination with other software; print copies of any user documentation supplied for use in association with the Licensed Software for its own internal use, in which event all proprietary notices on such user documentation will be reproduced; and permit GSK, its Affiliates and any GSK Personnel to exercise all of the rights granted to GSK under the Licence. Where the

Licensed Software is owned by Supplier, this Agreement will control over any conflicting terms and conditions set out in any licence terms applying to such software (e.g., shrinkwrap terms). Where any of the Licensed Software is owned or Licensed by a third party, Supplier represents that it has the right to provide such software according to the licence terms and other provisions set out in this clause 4. The Licence will, without requiring the consent of Supplier or entitling Supplier to charge any additional fees or charges, be capable of extension and assignment to any third party appointed by GSK or any GSK Affiliate to provide an outsourcing service, facilities management service or systems development/integration service arrangement so as to enable the nominated third party to use the Licensed Software in connection with GSK's business. Neither GSK nor any GSK Affiliate will modify, copy, adapt, reverse engineer, decompile, disassemble or modify the Licensed Software (either in whole or in part) except as permitted by law or under the Agreement.

4.8 This Licence entitles GSK to receive Releases as soon as they are released, free of charge; receive New Versions and associated Documentation as soon as they are released, free of charge; and receive information in relation to new products which may be of interest or use to GSK, it being agreed, however, that GSK will at no time be obliged to adopt, implement or use any Release or New Version or to purchase any new product.

4.9 For a period of 90 days following the date of delivery of any Licensed Software, or the date of delivery of any New Version or Release (the "*Warranty Period*"), Supplier represents and warrants that the Licensed Software will be free from material defects in design, materials and workmanship and will be fit for purpose and of satisfactory quality; Licensed Software will function and perform in all material respects in accordance with any applicable specification and user documentation; and the media upon which the Licensed Software, New Version or Release is supplied will be free from defects in materials and workmanship.

4.10 This Agreement will not apply to the provision of (i) any bespoke or customized software or any software development or (ii) any services to GSK that involve storage or processing of GSK Data at a non-GSK facility, including the provision of cloud or hosting services.

5 SUPPLY OF SERVICES

5.1 Supplier represents and warrants that the Services correspond with their description and any applicable Specification and are fit for any purposes that GSK expressly or impliedly makes known to Supplier.

5.2 In providing the Services, Supplier will meet any performance dates, key performance indicators or service levels for the Services as set out in the Agreement or otherwise notified by GSK to Supplier; perform the Services and provide the Deliverables in a professional and diligent manner, using reasonable skill and care and in accordance with industry standards and best practices; use Supplier Personnel and duly appointed subcontractors who are suitably qualified, appropriately trained, experienced and in sufficient number, to perform the Services; provide all equipment, tools and vehicles and other such items as are required to provide the Services; use the best quality goods, materials, standards and techniques, and ensure that any Deliverables, and all goods and materials supplied and used in the Services or transferred to GSK, will be free from defects in workmanship, installation and design; and hold all materials, equipment and tools supplied by GSK to Supplier ("*GSK Materials*") in safe custody at its own risk, maintain GSK Materials in good condition until returned to GSK, and not dispose or use GSK Materials other than for the purpose of the Services.

6 COMPLIANCE WITH LAWS AND POLICIES

Supplier will comply and will ensure that the Goods and Services comply with applicable Law and GSK Policies and will perform its obligations under the Agreement in a manner which enables GSK to comply with applicable Law in receipt or use of the Services and Deliverables. Unless prohibited by applicable Law, Supplier will promptly notify GSK in writing of any investigation or inquiry into any failure of Supplier to comply with applicable Law (including being listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs) or any GSK Policies in relation to its performance under the Agreement.

7 RECORDS AND AUDIT

During the Term and for 3 years thereafter, Counterparty will keep complete and systematic records in relation to its performance under the Agreement, including compliance with applicable Law and GSK Policies. In addition to any audit rights separately agreed by the parties (e.g., in a QAA), during the term of the Agreement and for 1 year thereafter, GSK will have the right, during Supplier's normal business hours, to audit Supplier's records and compliance with all provisions of the Agreement. GSK will give Supplier reasonable advance notice of such audit; provided, however, such advanced notice will not be required in the case of audits by regulators, security-related reviews, investigations of claims of illegal behaviour, or where GSK reasonably suspects non-compliance with the Agreement where instead GSK will give such prior notice as is reasonably possible (which may be none). Supplier will, at GSK's reasonable and pre-agreed cost, provide all cooperation, access and assistance (including access to Supplier Personnel and facilities) to GSK and GSK's auditors and regulators as they may reasonably require when conducting the audit.

8 GSK REMEDIES

8.1 If any of the Goods, Services or Deliverables is faulty or not in compliance with any warranty in the Agreement, then GSK will, without prejudice to any other rights or remedies, be entitled, at GSK's sole option, to: reject the Goods or Deliverables (in whole or in part) whether or not title has passed, following which Supplier must, within 5 working days, provide a full refund of the price of the rejected Goods or Services; require Supplier to, at Supplier's own cost, replace or repair the rejected Goods or to repeat performance of the Services within 5 working days of notice to that effect to Supplier (or such longer period as the parties agree); and/or cancel the Purchase Order and any other Purchase Orders and refuse to accept any subsequent delivery of the Goods or performance of the Services until the failure is cured.

8.2 In the event of a rejection (in whole or in part) or cancellation in accordance with clause 8.1 where GSK does not require any replacement Goods or Services, GSK will cease to be bound by any payment obligation in relation to the rejected or cancelled Goods or Services.

8.3 If Supplier fails to correct a fault or any non-compliance in accordance with clause 8.1, then in addition to its right to further reject the Good or Deliverable, this will constitute a material breach of the Agreement which is not capable of remedy and, without prejudice to any other rights and remedies that GSK may have under the Agreement or otherwise, will entitle GSK by notice to Supplier to terminate the Agreement immediately.

9 PRICE AND PAYMENT TERMS

9.1 The price for the Goods or Services is the price set out in the Purchase Order. The price is exclusive of VAT (where applicable) and, unless otherwise agreed in writing, inclusive of the costs of all Packaging, delivery and insurance.

9.2 Unless otherwise agreed, Supplier may invoice GSK for Goods on or at any time after the completion of delivery in compliance with the Agreement; and for Services, upon completion of the Services in compliance with the Agreement. The correct Purchase Order number must be quoted on all invoices, and GSK will accept no liability whatsoever for invoices, delivery notes or other communications that do not bear such Purchase Order number. GSK reserves the right to require invoices to be issued electronically under the Agreement such that they will be delivered to GSK via GSK's electronic global trading platform as specified in the Purchase Order (the "*GSK Invoicing Portal*"). Supplier will work with GSK, or GSK's nominated representative, and use reasonable efforts to ensure that Supplier is able to send invoices via the GSK Invoicing Portal. Supplier will bear all implementation or operating costs incurred by it in complying with this clause.

9.3 Unless the invoice is disputed by GSK or if the Goods or the Services have not been delivered or completed in accordance with the Agreement, GSK will pay invoices within such period as specified in the Purchase Order, which term will run from the date of receipt of the relevant, accurate, complete and audit-worthy invoice by GSK. VAT (or any other equivalent tax), where applicable, will be shown separately on all invoices as a strictly net extra. If GSK disputes invoiced sums in good faith, GSK may withhold payment of the disputed sums (without prejudice to any other rights or remedies it may have) pending resolution of the dispute by the parties. Any payment for an undisputed *bona fide* invoice not received by the due date will be subject to an interest charge of 2% per annum above the base rate of Barclays Bank Plc base rate from time to time calculated from the date of notice of such late payment being received by GSK.

9.4 GSK reserves the right to set off any sums which Supplier owes GSK under the Agreement or any other contract between the parties.

9.5 GSK hereby states that it is a large enterprise, as defined in Annex I to Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (Official Journal of the EU L 187 of 26 June 2014, as amended), and therefore it has the status of a large entrepreneur within the meaning of the Act on preventing excessive delays in commercial transactions of 8 March 2013.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 No Assignment. GSK retains Intellectual Property Rights in, and ownership of all materials, plans, drawings, tools, data, the Specification, patterns or designs provided by GSK to Supplier, and they will all be returned at any time in good condition to GSK at GSK's request or upon termination of the Agreement. Except as expressly stated in the Agreement, each party will retain all right, title and interest in and to its pre-existing IPR and any IPR developed or acquired outside of the Agreement ("*Background IPR*"). The Agreement does not convey any licence rights, either express or implied, to any IPR unless expressly stated in the Agreement.

10.2 Arising IPR. For the purpose of this clause "*Arising IPR*" means IPR in and to any Goods and Deliverables and all other IPR created under the Agreement or in connection with the Services but excluding any Background IPR.

10.3 Supplier Licence. Supplier hereby grants GSK and its Affiliates a worldwide, non-exclusive, sublicensable (through multiple tiers), transferable, perpetual, irrevocable, fully paid-up, royalty-free licence to its IPR to the extent necessary for GSK and its Affiliates to use, modify, develop, distribute or otherwise exploit the Deliverables and Goods and receive and enjoy the Services. If Supplier uses any third party IPR in any Deliverables or Goods or which is required for GSK and/or its Affiliates to use, modify, develop, distribute or exploit the Deliverables or Goods, excluding Licensed Software, then Supplier will obtain GSK's prior written consent before using such third party IPR and will also obtain (at no additional cost to GSK) all necessary rights in the third party IPR to make the equivalent licence provided in this clause.

10.4 GSK Licence. GSK hereby grants Supplier a non-exclusive, non-transferable, revocable, fully paid-up, royalty free licence to GSK's IPR to use, copy and modify such materials as are made available by GSK to the extent necessary for Supplier to provide the Goods and Services and so far as GSK is free and able to do so. Supplier has no right to sublicense the same, except as necessary to any approved subcontractor and no right to reverse engineer, decompile or disassemble such GSK materials, except as expressly permitted by GSK.

10.5 Assignment of IPR Supplier will promptly disclose and deliver to GSK, in writing, any inventions, works of authorship (including software), improvements, developments or discoveries conceived, authored, made or reduced to practice by or on behalf of Supplier, either solely or in collaboration with others, created under the Agreement or in connection with the Services. Arising IPR will be the absolute property of GSK or GSK's nominee (being the entity notified by GSK to Supplier in writing from time to time), and to the extent that Arising IPR is capable of prospective assignment, Supplier hereby assigns absolutely with full title guarantee all right, title and interest in and to the Arising IPR to GSK or GSK's nominee together with: (a) all the rights, powers, privileges and immunities arising or accrued therefrom; (b) the right to apply for, prosecute and obtain registered design, patent or similar registered protection throughout the world with respect to the Arising IPR (or any part of it) (together with the right to claim priority from any patent applications) with the intent that the grant of any such protection will be in the name of and will vest in GSK or GSK's nominee absolutely; and (c) the right to institute and maintain proceedings for any infringement of the

same, whether now, hereafter or which may have occurred before the date hereof including the right to claim and retain damages and other relief obtained as a result of such proceedings, free from any liens, charges, licences and encumbrances to hold unto GSK or GSK's nominee absolutely. GSK or GSK's nominee will be responsible for all patent filing, prosecution, maintenance, enforcement, and defence of Arising IPR. To the extent any Arising IPR cannot be assigned prospectively, Supplier will assign such IPR to GSK or GSK's nominee as and when they are created. The assignment of IPR under this clause 10.5 will take effect on the date of the Agreement in respect of any IPR then in existence, or as a present assignment of future rights that will take effect immediately on the coming into existence of the Arising IPR, as appropriate.

10.6 Supplier Personnel and Subcontractors. Supplier will only use Supplier Personnel that have waived their moral rights in respect of any Deliverables and have terms in their employment contracts and any other agreements with Supplier that give effect to this clause 10.

10.7 Further Assurance. At GSK's request and expense, Supplier will do, and will ensure that its Personnel will do, all things reasonably necessary, including executing any additional documents, to implement and give full effect to this clause and to evidence, perfect or protect GSK's rights in the Arising IPR and to cooperate with GSK in the filing, enforcement, defence and prosecution of any Arising IPR.

11 INDEMNITY AND INSURANCE

11.1 Supplier will indemnify, defend and hold harmless GSK, its Affiliates and each of their respective directors, officers, employees, and agents (each a "*GSK Indemnitee*") for any loss, liability and cost, including reasonable attorneys' and expert's fees ("*Losses*") arising from or in connection with any allegation, claim or proceeding (whether actual or threatened) raised by a third party and any statutory or regulatory fines ("*Claims*") made against the GSK Indemnitee arising out of supply of the Goods, as delivered, or the Services, including any Claim that use of any Goods or Deliverable, or the receipt and use of the Services, in accordance with the Agreement infringes or misappropriates the IPR of a third party (except to the extent the Claims result from the use of material (tangible or intangible) which GSK provides to Supplier pursuant to the terms of the Agreement and is used in accordance with the Agreement and any GSK express instructions); in respect of personal injury, death, loss or damage to tangible property to the extent resulting from Supplier 's breach of the Agreement or negligence; to the extent resulting from Supplier's failure to comply with its data protection, confidentiality or privacy obligations under the Agreement; and to the extent resulting from Supplier's breach of applicable Law in the performance of the Services.

11.2 Supplier will maintain (during the term of the Agreement and for 1 year thereafter) insurance cover which it would be customary to maintain having regard to its obligations under the Agreement. Upon request, Supplier will provide to GSK a certificate reasonably satisfactory to GSK evidencing such insurance. Supplier agrees that the requirements under this clause in respect of insurance coverage will not limit its liability under the Agreement. Any limitation, monetary or otherwise in such insurance policy will not be construed as a limitation on Supplier's liability and Supplier will, notwithstanding such limitation, remain liable in full for any matters and to any extent not covered by the policy.

12 CONFIDENTIALITY

Supplier will, and will procure that its employees and subcontractors will, keep confidential (to the extent permitted by Law) any GSK Confidential Information. Supplier will not use GSK Confidential Information for any purpose other than to perform its obligations under the Agreement. Supplier will return or destroy, upon GSK's request, all GSK Confidential Information in its possession or under its control on termination of the Agreement. This clause will apply even after the Agreement has ended.

13 DATA PRIVACY

Supplier will comply with its obligations under applicable Data Protection Laws in its processing of all GSK Personal Information. Furthermore, the processing of GSK Personal Information under this Agreement will be subject to the following in accordance with Supplier access: (i) In the case of GSK Limited Personal Information, no additional terms, (ii) in the case of GSK Basic Personal information, the privacy schedule available at https://supplier.gsk.com/Upload/OldPoTerms/Privacy%20Schedule.pdf and (iii) in the case of all other GSK Personal information, in accordance with a privacy schedule entered into between GSK and Supplier.

14 DATA SECURITY

14.1 Supplier will use AES 256 or successor industry standard encryption controls to protect all GSK Data from unauthorised disclosure, access or alteration in transit into or out of the Supplier environment over third-party networks; maintain control processes in line with industry best practice to detect, prevent, and recover from malware, viruses and spyware, including updating antivirus, anti-malware and anti-spyware software at regular intervals; and maintain access management policies, procedures, and technical controls in line with industry best practice to ensure all access to GSK Data in its control is appropriately authorised.

14.2 Upon discovering any suspected or actual unauthorized access, modification, encryption, disclosure, loss or theft of GSK Data (a "Security Breach"), Supplier will notify GSK by e-mail to cstd@gsk.com within 24 hours of Supplier's verification of the Security Breach. Supplier will ensure that all security incidents involving GSK Data are managed in accordance with appropriate incident response procedures and will work with GSK in good faith to identify a root cause and remediate the information security breach.

15 ANTI-BRIBERY AND CORRUPTION

15.1 Associated person definition. For the purposes of this section, "Associated person" means, with respect to either party, its employees or third parties subject to its control or determining influence, which may include a wide range of individuals and entities, such as affiliates, subsidiaries, subcontractors providing services on its behalf or agents.

15.2 Anti-bribery and anti-corruption obligations. Each party will, and will take reasonable measures to ensure its associated persons will, comply with all applicable anti-corruption laws (including but not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act) and

will not, in connection with the performance of this Agreement, directly or indirectly make, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage, or improperly assist itself or the other party in obtaining or retaining business, or act in any way with the purpose or effect of public or commercial bribery. For the avoidance of doubt this includes facilitation payments.

15.3 Anti-fraud obligations. Each party will not, and will take reasonable measures to ensure its Associated persons will not, directly or indirectly, engage in any fraudulent or dishonest conduct or commit any fraud-related or dishonesty-related offence in connection with the performance of this agreement. Fraudulent conduct means carrying on business dealings dishonestly and it includes (but is not limited to) deliberately making a false or misleading statement, or failing to disclose relevant information, for the purpose of making a gain or for the purpose of causing loss to another.

15.4 Termination. Notwithstanding any other provision in this agreement, GSK will have the right in its sole and absolute discretion to terminate the agreement by notice to Supplier with immediate effect due to Supplier's breach of this anti-bribery, anti-corruption, and fraud prevention section. GSK will not be obliged to make any payments, indemnify, or otherwise provide compensation to Supplier after termination of the agreement under this clause, and any money due from GSK to Supplier under the agreement will not be payable.

16 Environment, Health and Safety

Supplier will implement and maintain appropriate measures to ensure compliance with environment, health, and safety (EHS) Laws relevant to the activities under this Agreement, cooperate with GSK to address any EHS concerns and continuously improve risk management practices in alignment with industry best practices. Risk mitigation activities will include but are not limited to: (i) conducting routine risk assessments; (ii) implementing controls to minimize potential harm to individuals, property, and the environment; (iii) providing EHS training to personnel as needed; (iv) ensuring the safe use, handling, and disposal of materials and equipment; provide applicable safety data sheets to GSK if working with hazardous materials; and (v) reporting any incidents, non-compliance, or hazards promptly to relevant stakeholders.

17 ETHICAL STANDARDS AND HUMAN RIGHTS

Supplier represents and warrants, to the best of its knowledge, that in connection with the Agreement, it respects the human rights of its staff and does not employ child labour, forced labour, unsafe working conditions, or cruel or abusive disciplinary practices in the workplace and that it does not discriminate against any workers on any ground (including race, religion, disability, gender, sexual orientation or gender identity); and that it pays each employee at least the minimum wage, provides each employee with all legally mandated benefits, and complies with the laws on working hours and employment rights in the countries in which it operates and will not use any employees to perform the Agreement who are employed under a zero hour contract. Supplier will be respectful of its employees' right to freedom of association and will encourage compliance with these standards by any subcontractor that it uses in performing its obligations under the Agreement.

18 TERMINATION

18.1 The Agreement will terminate upon fulfilment of both parties' obligations. In addition to any other rights to terminate expressly provided in the Agreement, either party may terminate the Agreement immediately in whole or in part upon written notice if the other party commits a material breach of any provision of the Agreement that is not capable of being remedied, or if capable of being remedied, fails to remedy such material breach within 30 days following receipt of a written notice specifying the nature of the breach.

18.2 GSK may terminate the Agreement with or without cause upon written notice to Supplier. GSK's only liability in respect of exercising its right to terminate without cause will be to pay such sums as are due and payable under the Agreement as at termination.

18.3 GSK may terminate the Agreement in whole or in part immediately upon written notice to Supplier if Supplier: violates any applicable Law in connection with the performance of its obligations under the Agreement; breaches any of its obligations under the Agreement in respect of confidentiality, data privacy (if applicable), information security, and anti-bribery and corruption; or breaches any of its obligations under or in connection with any GSK Policies.

19 EFFECT OF TERMINATION

Within 7 days after termination of the Agreement for any reason, Supplier will at GSK's option and cost, deliver to GSK (or as GSK will direct) all quantities of the Goods or Deliverables in its possession which comply with the Agreement; at Supplier's cost, return to GSK all GSK Materials; and at Supplier's cost, ensure that all documents containing IPR or information of a technical nature relating to the Goods, the manufacture of the Goods and the provision of Services, or any GSK Confidential Information, are to be returned to GSK or destroyed by Supplier at GSK's option. Termination of the Agreement by GSK will be without prejudice to any other rights and remedies available to GSK.

20 FORCE MAJEURE

GSK will not be in breach of the Agreement nor liable for delay in the performance, or the non-performance of any of its obligations under the Agreement if the delay or non-performance is due to a Force Majeure Event. In the event of Force Majeure Event arising, GSK may, by notice to Supplier, cancel any deliveries of Goods or Services (and the applicable Purchase Orders or parts thereof) which in GSK's opinion cannot be made within a reasonable time after the due date without incurring any liability on the part of GSK. For the avoidance of doubt, if under this clause Supplier is relieved from performing any obligation it will not be entitled to payment for the performance of that obligation in respect of the period for which relief is obtained.

21 GENERAL

21.1 Survival. Any provision of the Agreement which expressly survives expiry or termination of the Agreement or which, by its terms, requires performance after the termination or expiry of the Agreement, or has application to events that may occur after the termination or expiry of the Agreement, will survive such expiry or termination (including indemnification and confidentiality obligations).

21.2 Assignment. The Agreement may not be assigned or otherwise transferred, in whole or in part, by either party without the prior written consent of the other party provided, however, GSK may assign or novate the Agreement in whole or in part to an Affiliate or in connection with the sale or divestiture of a significant portion of its business.

21.3 Severability, Waiver and Amendment. The parties may only amend or vary the Agreement or waive any right or remedy under the Agreement in writing signed by a duly authorised representative of each party. The parties intend each provision of the Agreement to be distinct and severable. If any provision of the Agreement is found to be unenforceable, the enforceability of the remaining provisions will not be affected.

21.4 Entire Agreement. The Agreement contains the parties' complete understanding with respect to the subject matter of the Agreement and supersedes all prior representations and understandings, whether oral or written. Each party acknowledges that in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

21.5 No Third Party Rights. No person or entity other than the parties has the right to enforce any of the terms of the Agreement or has any third-party beneficiary rights, except that GSK's Affiliates and any GSK Indemnitees will be third-party beneficiaries under the Agreement, and each will have the rights and benefits accorded to them under the Agreement and will subsequently be entitled to enforce any relevant terms. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any person who is not a party.

21.6 Governing Law and Jurisdiction. The laws of Poland govern the Agreement without reference to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. Any matter, dispute or legal action arising out of or in connection with the Agreement, whether contractual or non-contractual will be brought to the exclusive jurisdiction of the competent common court in Poland determined by GSK's registered office.

21.7 Subcontractors. Supplier will not, without the prior consent of GSK, appoint any subcontractor or any person or persons to carry out its obligations under the Agreement. If Supplier appoints a subcontractor or other person to perform its obligations it will remain liable to GSK for the performance of all its obligations, be liable to GSK for all acts and omissions of the subcontractor and will ensure that any such subcontractor or other person agrees to be bound by terms equivalent to those in the Agreement. GSK will have the right to revoke its approval of a subcontractor and require Supplier to remove such subcontractor as soon as possible at no additional cost to GSK if the subcontractor's performance is not in accordance with the terms of the Agreement or if the removal of such subcontractor is required by or in order to comply with applicable Law. The Supplier will not terminate or materially amend the terms of any approved subcontract without GSK's prior written consent, which will not be unreasonably withheld or delayed.

21.8 Relationship of Parties. Supplier acknowledges that it is an independent contractor and not an employee, agent, joint venturer, or partner of GSK and is acting on its own behalf and not for the benefit of any other person.

21.9 Change of Control. If during the term of the Agreement there occurs any change in the legal or beneficial ownership or control of Supplier, Supplier will immediately so notify GSK.

21.10 Time will be of the essence in relation to the performance of any and all of Supplier's obligations pursuant to the Agreement.