

## GSK TERMS AND CONDITIONS OF PURCHASE

### (GOODS & SERVICES) FINLAND

#### 1. DEFINITIONS

**"Affiliate"** means an organisation which is directly or indirectly controlled by, in Control of, or under common control with, either Supplier or GSK as appropriate, in each case for the time being and from time to time.

**"Agreement"** means the agreement between GSK and Supplier consisting of the Purchase Order, these Terms and Conditions, the Specifications, and any other documents (or parts thereof) specified in the Purchase Order or otherwise expressly incorporating these Terms and Conditions.

**"Applicable Data Privacy Laws"** means all applicable laws relating to the privacy and security of personal information, including those national laws implementing the Data Privacy Directive, Directive 2002/58/EC on privacy and electronic communications and other EU data protection laws applicable to the conduct of the Agreement.

**"Applicable Employment Laws"** means all applicable laws relating to the employment of people working in businesses that are transferred between owners, or otherwise relating to the protection of employment rights.

**"Control"** means the ownership of more than 50% of the voting stock of any organisation or the legal power to direct or cause the direction of the general management of either Supplier or GSK as appropriate.

**"Data Privacy Directive"** means European Directive 95/46/EC on the protection of individuals with regard to the processing of individual data and the free movement of such data.

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

**"Incoterms"** means the Year 2000 edition of the official International Chamber of Commerce Rules for the interpretation of trade terms.

**"Intellectual Property Rights"** means any and all rights in and/or to: (a) patents, (b) registered designs, (c) trade marks and service marks (whether registered or not), (d) business or trade names, domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, (e) copyright and related rights, (f) database right, (g) design right, and (h) all similar or equivalent property rights or forms of protection including those subsisting or which will subsist now or in the future (in any part of the world) in inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration, designs, drawings, formulas, processes, compositions of matter, formulations, methods of use or delivery, data, reports, specifications and computer programs or models, confidential information, know-how, trade secrets and in applications (or rights to apply) for, and renewals or extensions of, protection of the above rights.

**"Packaging"** means all packaging for or relating to the Goods, including, without limitation, bags, cases, carboys, cylinders, drums, pallets and other containers.

**"Price"** means the price set out in the Purchase Order payable by GSK to the Supplier in consideration of the performance of the Services and/or the delivery of the Goods.

**"GSK"** means GlaxoSmithKline Oy and in respect of rights, benefits and services granted to or provided by GlaxoSmithKline Oy, includes its Affiliates.

**"Purchase Order"** means GSK's purchase order submitted to Supplier setting out GSK's requirements for Goods or Services.

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

**"Specification"** means the specification separately documented by GSK in writing which sets out the performance required of the Goods and/or Services that is either supplied by GSK to Supplier or produced by Supplier and agreed in writing by GSK.

**"Supplier"** means the person, firm (or any individual partner thereof), company or other legal entity to whom the Purchase Order is addressed.

**"Terms and Conditions"** means the terms and conditions set out in this document.

**"Working Day"** means any day except Saturday and Sunday on which banks are open in Finland for the transaction of normal banking business.

## **2. STATUS OF TERMS AND CONDITIONS**

2.1 These Terms and Conditions and other matters appearing on the Purchase Order shall apply to all contracts for the purchase of Goods or Services by GSK from Supplier to the exclusion of all other terms and conditions, including any terms or conditions which are implied by trade, custom, practice or course of dealing or which Supplier may purport to apply 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 written contract entered into by the parties in respect of the Goods or Services, identified in the Purchase Order shall overrule these Terms and Conditions.

2.2 The Purchase Order constitutes an offer by GSK to purchase the Goods or Services specified therein in accordance with these Terms and Conditions and any schedules attached. The Purchase Order and these Terms and Conditions shall be deemed to be accepted by Supplier, at which point the Agreement shall come into existence, 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. Where appropriate, interpretation of the Purchase Order shall be governed by the provisions of Incoterms.

2.3 GSK will not be liable in respect of any Purchase Order(s) or instructions other than those issued or confirmed on its official Purchase Order documents.

## **3. DELIVERY OF GOODS AND PROVISION OF SERVICES**

3.1 Unless otherwise instructed in writing by GSK's nominated representative, all Goods must be delivered and all Services must be performed at the time and place specified in the Agreement. Supplier shall supply GSK with details of the anticipated lead times between placing a Purchase Order and delivery of any Goods and Supplier shall keep GSK informed of progress. All deliveries of Goods must be accompanied by a delivery note (and any other delivery documentation specified in the Purchase Order or otherwise in the Agreement) showing the date of the Purchase Order, the Purchase Order number, the type and quantity of Goods being delivered, special storage instructions (if any) and, if the Goods are being delivered by instalment, the outstanding balance remaining to be delivered. If Goods or Services are incorrectly delivered Supplier shall be responsible for additional expenses incurred in delivering them to the correct point specified in the Agreement or subsequently advised in writing by GSK. The quantity of Goods or Services specified in the Agreement may not be changed without GSK's prior written consent. Quantities delivered in excess of those stated in the Agreement may not be accepted.

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

## **4. PASSING OF PROPERTY AND RISK IN GOODS**

4.1 Unless Incoterms are agreed, the title and risk in Goods shall remain with Supplier until they are delivered at the place specified in the Agreement and a nominated employee of GSK signs a delivery note at which point they shall pass to GSK.

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

## **5. CONTRACT PRICE AND TERMS OF PAYMENT**

5.1 The Price (which shall be a firm fixed price) for the Goods or Services shall be the price set out in the Purchase Order. The Price shall be

exclusive of VAT, and inclusive of all packaging and other related charges and (unless Incoterms are agreed, or as otherwise agreed in writing) inclusive of the cost of all packaging, delivery and insurance. Any increase in the Price for any reason shall be subject to the express prior written consent of GSK.

- 5.2 Provided the Goods and Services have been delivered to GSK, payment will be made by GSK to Supplier for Goods and Services which comply with the Agreement within 60 days (or such other number of days as is specified in any separately negotiated written contract entered into by the parties in respect of the Goods and / or Services, which contract is expressly identified in the Purchase Order) from receipt by GSK of the Supplier's invoice (the "Due Date"). Value Added Tax, where applicable, will be shown separately on all invoices as a strictly net extra. GSK reserves the right to set off any sums in respect of which Supplier may be in default to GSK.
- 5.3 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 which do not bear such Purchase Order numbers.
- 5.4 To ensure payment in accordance with the above procedure all invoices must be received at the invoice address shown on the Purchase Order.
- 5.5 Supplier acknowledges and agrees that where GSK requires invoices to be received electronically, the Supplier shall work with GSK or GSK's nominated representative to ensure that Supplier installs appropriate electronic invoicing methods. If Supplier already has an electronic invoicing system installed Supplier shall work with GSK or GSK's nominated representative to ensure such system is optimised.
- 5.6 In the event GSK reasonably considers that any invoice submitted by the Supplier is defective or relates to Goods supplied or Services performed otherwise than in accordance with the Supplier's obligations under the Agreement, GSK shall be entitled to withhold payment of the disputed amount (without prejudice to any other rights or remedies it may have) pending resolution of the dispute between the parties (each acting in good faith). GSK shall notify the Supplier of any dispute within fourteen Working Days of receipt of the relevant invoice. GSK and the Supplier shall attempt to settle such dispute

in good faith within fourteen Working Days of such notification failing which the parties shall refer such dispute for dispute resolution in accordance with Section 30.

- 5.7 Any payment for an undisputed bona fide invoice not received by the Due Date shall be subject to an interest charge of 2 percentage point per annum above the 3 month Euribor rate.

## **6. QUALITY AND FITNESS FOR PURPOSE OF GOODS**

- 6.1 The Goods and Services must comply in all respects with their description and the Specifications or any modifications that may be agreed in writing. The Goods and Services supplied must also comply in all respects with the Agreement and, with regard to Goods, with the conditions and terms contained in the Finnish Sale of Goods Act (355/1987, as amended).
- 6.2 Without prejudice to section 6.1 above, the Goods must be, supplied with adequate instructions as to use and use-by date, fit for the purpose for which they are intended, of satisfactory quality, and free from defects in design, material and workmanship. The Goods shall conform to any representation made by the Supplier or on the behalf of the Supplier. Further, the Goods shall conform to all relevant codes of practice, statutory and regulatory guidelines, standards and recommendations made by the trade associations or other bodies relating to the manufacture, labelling, Packaging, storage, handling and delivery of the Goods (including all applicable Finnish and International Standards) and without limitation must be manufactured and supplied in accordance with the best industry practice; and be supplied with all due skill and care and on the basis that the Supplier holds itself out to be expert in every aspect of the performance of the Agreement.
- 6.3 Without prejudice to any of and in addition to the express warranties set out in clause 6.1 and 6.2, the Supplier shall provide to GSK such standard warranties in respect of the Goods as the Supplier would provide to other customers procuring substantially similar goods from the Supplier. In the event the manufacturer of any of the Goods provides any warranties in respect

of the Goods, the Supplier shall pass on to GSK the full benefit of such warranties

## **7. REJECTION, REPAIR AND REPLACEMENT**

7.1 In the case of Goods not conforming with the Agreement, GSK may, at its discretion, and without limiting any of its other rights or remedies:

7.1.1 reject the Goods (in whole or in part) and return them to Supplier at Supplier's own risk and expense; and/or

7.1.2 require Supplier as soon as reasonably practicable to either repair or replace the Goods at the site of delivery or Supplier's works, whichever GSK shall so determine, or refund to GSK any amounts paid in respect of any Goods which do not correspond with the Agreement. Any repaired or replacement Goods shall themselves be subject to the obligations in the Agreement; and/or

7.1.3 in the case of defective delivery, require Supplier to promptly reimburse GSK in respect of any cost including but not limited to freight, clearance, duty and storage charges incurred by GSK; and/or

7.1.4 purchase Goods elsewhere which, as nearly as practicable, accord with the Agreement and any extra expense thus incurred shall be paid by Supplier to GSK on demand. Before exercising such right to purchase elsewhere, GSK shall give Supplier a reasonable opportunity to replace rejected Goods with goods which conform with the Agreement; and/or

7.1.5 claim damages for any other costs, losses or expenses incurred by GSK which are in any way attributable to Supplier's failure to carry out its obligations under the Agreement.

7.2 In the event of a rejection (in whole or in part) in accordance with Section 7.1 above, GSK shall notify Supplier in writing, and the payment obligation in relation to any such delivery shall be suspended forthwith.

7.3 The parties shall use reasonable endeavours to resolve any dispute arising pursuant to Sections 6 and/or 7.1. If no agreement can be reached within 30 days, the parties shall agree on an independent expert (not an arbitrator) whose decision shall be final and binding as to the dispute and as to which party should pay his fees, the default result for the latter being that the fees shall be borne by the party against whom the expert's decision is given. Each party shall bear its own respective costs in relation to the dispute, notwithstanding the decision reached.

7.4 If the expert finds that any delivery of the Goods has not complied with the Agreement, GSK shall have the rights stated in Section 7.1.

7.5 If the expert finds that the Goods comply with the Agreement, GSK shall pay for such Goods in accordance with the payment provisions contained in the Agreement.

## **8. STANDARD OF SERVICES**

8.1 Supplier warrants and represents to GSK that any Services performed by Supplier or duly appointed sub-contractor:

8.1.1 shall be performed in a good and workmanlike fashion and with all due speed, care, skill and diligence;

8.1.2 shall be carried out in accordance with the Agreement, with current industry standard codes of practice, and the highest standards prevailing in Supplier's industry. Supplier shall ensure that all of its personnel and sub-contractors are suitably qualified to perform the Services and that all necessary licences, work permits or other authorisations have been obtained; and

8.1.3 shall, where materials are used, be sound and reasonably fit for the purpose for which they are required.

8.2 If any materials which are required by Supplier for the provision of the Services are not delivered fully in accordance with any stipulations in the Agreement, Supplier shall immediately affect correct delivery and shall be responsible for any additional costs and expenses incurred by both parties in so doing.

8.3 GSK shall have the right exercisable during the performance of the Services to suspend any

payment obligation in respect of the Services if the performance does not conform in quality with any stipulations in the Agreement or if the performance is delayed.

8.4 If the Services do not conform with the Agreement, GSK shall have the right to purchase Services from elsewhere which nearly as practicable conform to the Agreement; and any extra expense incurred in doing so shall be paid by Supplier to GSK. Before exercising such right to purchase the Services from an alternative supplier GSK shall give Supplier an opportunity to replace the Services in respect of which payment was cancelled with Services which conform with the Agreement.

## **9. PACKAGING**

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

## **10. INTELLECTUAL PROPERTY RIGHTS**

10.1 The Supplier agrees to indemnify GSK and its employees, Affiliates, sub-contractors and agents in full and on demand and keep them so indemnified against all claims, demands, actions, proceedings and all direct damages, losses, costs and expenses (including without limitation legal and other professional advisers fees), made against or incurred or suffered by any of them and whether wholly or in part resulting directly or indirectly from any claim by a third party that the Goods or the provision of the Services by the Supplier or the use by or on behalf of GSK of the Goods or of any assets used or provided by the Supplier in connection with the performance of the Services infringes the Intellectual Property Rights or any other rights of that third party.

10.2 Supplier shall, at its expense, defend any actions arising from infringements or alleged

infringements of its Intellectual Property Rights in connection with the Goods or Services and Supplier undertakes to indemnify GSK against any costs which GSK incurs in connection with such actions, provided that GSK gives Supplier all reasonable information and assistance and the sole authority to defend or settle any legal proceedings at Supplier's expense.

10.3 GSK retains Intellectual Property Rights in, and ownership of all materials, plans, drawings, tools, data, Specifications, patterns and/or designs provided by GSK to Supplier, and they shall all be returned at any time in good condition to GSK at GSK's request.

10.4 Where Goods are made to GSK's Specification, model, or plans, the Intellectual Property Rights in the Goods in so far as they relate to the Specification, model, or plans, and any improvements or developments thereof shall be the absolute property of GSK, and the Supplier will assign all such Intellectual Property Rights to GSK on request.

10.5 Intellectual Property Rights arising during or out of the provision of Services ("Arising IP") shall be and remain the property of GSK. Supplier assigns to GSK (with full title guarantee and free of all encumbrances) all of the Arising IP. This assignment shall take effect on the date of the Agreement in respect of any Arising IP then in existence, or as a present assignment of future rights that will take effect immediately on the coming into existence of the Arising IP, as appropriate. At its cost, Supplier shall do all such further acts and things, and execute all such other documents, as GSK may reasonably request to vest the Arising IP in GSK and/or to enable GSK to protect, perfect, enforce or enjoy the full benefit of the rights assigned under the Agreement.

10.6 In the event that any Intellectual Property Rights relating to the Goods and/or Services are held by the courts to infringe a third party's rights, and their use is enjoined by that third party, Supplier shall have the option and at its expense to procure for GSK the right to continue using the Goods or Services, or replace the Goods or Services with non-infringing Goods or Services, or modify the Goods or Services so that they become non-infringing without detracting from their overall performance and functionality.

## 11. CONFIDENTIALITY AND PUBLICITY

Supplier shall, and shall procure that its employees and sub-contractors shall, keep confidential all information of a commercial or technical nature disclosed to Supplier by or on behalf of GSK for the purpose of the Agreement, and shall not use or disclose such information to any third party without GSK's prior written consent. Supplier shall not without GSK's prior written consent disclose, copy, publicise or publish, the existence of the Agreement or any information related to the Agreement including the name of GSK, any GSK Affiliate, the Goods, Services, or the place of delivery or performance.

## 12. FORCE MAJEURE

12.1 Neither party shall be liable for, nor be deemed to be in default of the Agreement, on account of any delay in completion or the performance of any other act under the Agreement due to circumstances which could not have been contemplated by the parties and which are beyond the party's reasonable control ("Force Majeure"), provided that the party claiming hereunder shall notify the other with all possible speed specifying the cause and probable duration of the delay or non-performance and shall minimise the effects of such delay or non-performance.

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

12.2.1 for a consecutive period in excess of 5 Working Days, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable in the circumstances; or

12.2.2 for a period in excess of 60 days cumulatively or consecutively, then the other party shall in its discretion have the right to immediately terminate the Agreement upon written notice.

12.3 In the event of Force Majeure arising, GSK may, by notice in writing 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.

## 13. COMPLIANCE WITH STATUTES AND REGULATIONS

13.1 Supplier shall ensure that at all times it has and maintains all the licences, permissions, consents and permits that it needs to lawfully carry out its obligations under the Agreement and to grant the rights set out in the Agreement.

13.2 Supplier warrants that the Goods and Services comply with the Agreement, relevant statutes, regulations and other legal requirements.

## 14. INSPECTION

14.1 GSK, and any third party it appoints on its behalf, shall have the right upon prior notice to inspect and carry out any tests, or batch sampling, it wishes on all Goods at Supplier's premises (and Supplier shall procure equivalent rights for GSK in relation to the premises of any sub-contractors and on any premises where the Services are provided). Where pre-shipped inspection is specified, Supplier must, at its expense facilitate the same and provide any or all relevant certificates of analysis. If, following any such inspection or testing, GSK considers that the Goods or Services are unlikely to comply with the Agreement, GSK shall inform Supplier and Supplier shall immediately take such remedial action as is necessary to ensure compliance. GSK shall have the right to conduct further inspections and tests after Supplier has carried out its remedial actions.

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

14.3 Supplier shall, and shall ensure that its sub-contractors shall, grant a right of access to GSK and any third party it appoints in order to inspect and test the Goods for compliance with relevant environmental, occupational health and safety legislation and other requirements such as GSK standards.

## 15. DATA PRIVACY DIRECTIVE

- 15.1 The Supplier warrants that it has legal authority in the country which it is established for the purpose of processing personal data (as defined in the Data Privacy Directive) and will not process the personal data of staff, employees and/or sub-contractors working for GSK to which they have been granted access, or which have otherwise been made available for the purpose of the Agreement, except in accordance with (and in order to carry out its rights and obligations under) the Agreement, and in accordance with Applicable Data Privacy Laws .
- 15.2 To the extent that Supplier, in providing any Services under the Agreement, "processes" (where "processes" is as defined in the Applicable Data Privacy Laws and includes, without limitation, obtaining, organising, storing, accessing, using, disclosing or adapting, and "processed" and "processing" shall be construed accordingly) any GSK information that constitutes "personal data" within the meaning of the Data Privacy Directive, Supplier shall ensure that all such personal data is kept secure, and in accordance with all relevant legislation, and shall:
- 15.2.1. ensure, before processing any such personal data, that adequate technical and organisational controls are in place to:
    - (a) prevent unauthorised or unlawful processing of any such personal data it may hold; and
    - (b) protect any such personal data from accidental loss, damage or destruction; and
  - 15.2.2. act only on the instructions of GSK when processing such personal data, including ensuring that such personal data is used only as authorised by GSK, or by the Agreement.
- 15.3. Supplier shall not process or transfer any personal data outside the European Economic Area, or transfer any personal data to any third party, without the prior written consent of GSK, which consent may be subject to Supplier (or the relevant third party) entering into a data transfer agreement with GSK, where GSK so requires, in a form substantially similar to the Standard Contractual Clauses issued from time to time by the European Commission, and entering into such other arrangements as GSK

may reasonably require to satisfy its requirements as a data controller under the Applicable Data Privacy Laws, as amended from time to time.

- 15.4. Supplier shall indemnify GSK and its Affiliates, and keep them indemnified, on demand from and against all losses incurred or suffered as a result of or in connection with Supplier's breach of this Section 15 or any claim by an employee or sub-contractor of the other party that his/her rights have been infringed.

## 16. HAZARDS

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

## 17. RESPONSIBILITY FOR INFORMATION

Supplier shall be responsible for any errors or omissions in any drawings, calculations, Packaging details or other particulars supplied by Supplier, whether such information has been approved by GSK or not, provided that such errors or omissions

are not due to inaccurate information furnished in writing by GSK.

## 18. SUPPLIER'S EMPLOYEES

18.1 For the duration of the period that any Services are being provided, the employment of any employee of Supplier shall remain with Supplier and shall not pass or otherwise transfer to GSK (or its Affiliates) and nothing in the Agreement shall be construed or have effect as constituting any relationship of employer and employee between GSK (or its Affiliates) and the employees and/or sub-contractors of Supplier. Supplier agrees that it is performing the Services as an independent contractor and will retain all responsibility for payment of any income tax, pay related social insurance and levies, and any other taxation that may arise from the provision of the Services, and will indemnify GSK and its Affiliates, and keep them indemnified, on demand from and against any and all Losses or expense incurred or suffered by GSK as a result of (or in connection with) GSK or its Affiliates having to pay any tax, income tax or social security contributions and/or make any deductions at source in respect of the Services.

18.2 Notwithstanding the provisions of Section 18.1, if and to the extent that Applicable Employment Laws apply, such that GSK or its Affiliates (or a successor supplier to Supplier) incurs Employment Liabilities arising in relation to any Supplier personnel whose employment (or any claim arising out of such employment, or arising as a result of its termination) transfers to GSK (or its Affiliate) or to such successor supplier, Supplier shall indemnify GSK, its Affiliates and any replacement supplier, and keep them indemnified, on demand from and against all such Employment Liabilities. For the purposes of this Section 18.2, "**Employment Liabilities**" means any costs, claims, demands, fines, or expenses (including reasonable legal and other professional expenses) and all losses, damages, compensation and other liabilities incurred by, or attributed to, GSK or its Affiliates (and including those incurred by or attributed to any successor supplier or sub-contractor of GSK), and shall include any liabilities incurred as a result of an indemnity or warranty given, or to be given, by GSK or its Affiliates to, or any claim made by, a successor supplier or subcontractor, in each case relating to the employment

contracts of such Supplier personnel, or any claim under Applicable Employment Laws,

## 19. SOFTWARE DEFECTS

19.1 Supplier warrants that any computer hardware or software supplied by Supplier to GSK, including (without limitation) as part of any Goods (the "Products"):

19.1.1 are free from viruses, defects, disabling codes, software routines or hardware components designed to permit (either automatically or through externally applied controls) unauthorised access or allow the Products to be disabled, have content erased, or otherwise be harmed (collectively, "**Contaminants**"), and have been duly tested to ensure that there are no such Contaminants and are subject to recognised and appropriate release procedures including the latest version of a proprietary virus detection software package approved by GSK, and Supplier shall procure that corresponding obligations are imposed with its sub-contractors or agents;

19.1.2 have been obtained from a reputable and reliable software developer and not through any interest group or multi-organisational software sharing scheme, and do not include any open source, freeware or shareware (unless otherwise agreed in writing in advance by GSK); and

19.1.3 will comply and function substantially in accordance with their related user documentation.

19.2 Supplier warrants that the Goods, Products and its own systems are capable of being used normally such that neither the performance nor the functionality of the Goods and/or Products will be adversely affected by any changes caused by the advent of a particular calendar date.

19.3 Supplier shall indemnify and hold GSK and its Affiliates harmless, and keep them indemnified, on demand from and against any and all losses, damages, costs, claims, proceedings, or expenses sustained or incurred directly and



naturally, in the ordinary course of events, by GSK as a result of or in connection with Supplier's breach of the above warranties.

## 20. LIABILITY AND INSURANCE

20.1 Supplier shall indemnify GSK and its Affiliates, and keep them indemnified, on demand from and against any direct liabilities, damages, claims, costs, losses and expenses incurred or paid by GSK howsoever arising as a result of or in connection with any defect in the Goods or Services or any breach by Supplier of its obligations hereunder or of any statutory duty or from any act or omission of Supplier's employees, agents or sub-contractors.

20.2 At all times during the term of the Agreement, Supplier shall maintain insurance with a reputable insurance company in respect of its liabilities under the Agreement for a minimum of €5,000,000 per event and if so required at any time produce the policy of insurance and the receipt for the current premium to GSK for its inspection. Supplier agrees that any monies received by Supplier from the insurance company in full or part settlement of a claim arising out of the Agreement and paid by or due to GSK shall be paid immediately to GSK without offset or counter claim.

20.3 Any limitation, monetary or otherwise in such policy shall not be construed as a limitation on Supplier's liability and Supplier shall, notwithstanding such limitation, remain liable in full for the matters and to the extent not covered by the policy.

## 21. ASSIGNMENT

21.1 Supplier's rights and obligations under the Agreement may not be assigned in whole or in part without the prior written consent of GSK (acting in its sole discretion) and any such consent shall not be deemed to relieve Supplier of any of its obligations and liability to GSK pursuant to the Agreement.

21.2 GSK shall be entitled at any time by notice in writing to Supplier to assign the whole or any part of its rights and obligations under the Agreement to any Affiliate or to any successor in title to the whole or part of that part of GSK's business which relates to the Goods or Services.

21.3 If another company is created or a third party acquires GSK's assets through a divestiture or reorganisation of GSK's business or any part of it (such company or such third party acquirer being the "**Divested Entity**") such Divested Entity may use any portion of the Goods, the Services and/or the Products provided under the Agreement for up to twelve months, on notice to Supplier, provided that the Divested Entity agrees to the terms and conditions of the Agreement. During this period, the Divested Entity may use the Goods, the Services and/or the Products for either its business operations or GSK's business operations. If the Divested Entity wishes to continue to use any Good, Service and/or Product at the end of the time period specified above, the Divested Entity must execute a mutually agreeable contract with Supplier which will govern its subsequent use of the relevant Good, Service and/or Product.

## 22. SUB-CONTRACTORS

Supplier shall not, without the prior written consent of GSK, appoint any sub-contractor or any person or persons to carry out its obligations under the Agreement. In the event that Supplier appoints a sub-contractor or other person to perform its obligations it shall remain liable to GSK for the performance of all its obligations and shall ensure that any such sub-contractor or other person reads and understands the implications of the Agreement.

## 23. ETHICAL STANDARDS, HUMAN RIGHTS, LABOUR RIGHTS AND ANTI-BRIBERY AND CORRUPTION REQUIREMENTS

23.1 Unless otherwise required or prohibited by law, Supplier represents and warrants, to the best of its knowledge, that in connection with this Agreement

(a) it respects the human rights of its staff and does not employ child labor, forced labor, unsafe working conditions, or cruel or abusive disciplinary practices in the workplace and that it does not discriminate against any workers on any ground (including race, religion, disability, gender, sexual orientation or gender identity); and that it pays each employee at least the minimum wage, provides each employee with all legally mandated benefits, and complies with the laws on working hours and

employment rights in the countries in which it operates. Supplier shall be respectful of its employees right to freedom of association and Supplier shall encourage compliance with these standards by any supplier of goods or services that it uses in performing its obligations under this Agreement.

(b) it complies with the GSK Anti-Bribery and Corruption (ABAC) Requirements set out in Annex A hereto.

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

23.3 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.

23.4 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 by the Supplier of the warranties set out in Section 23.1 above and the Supplier shall, subject to compliance with law, furnish GSK with any relevant documents requested by GSK in relation thereto.

## 24. TERMINATION

24.1 Subject to Section 24.4, if either party to the Agreement is in breach of the Agreement and does not remedy the breach within 30 days of notice from the other party so to do (if capable of remedy) the other party may terminate the Agreement immediately by notice to the party in breach.

24.2 If either party shall become bankrupt, dissolved, wound up, or shall compound or make any arrangement with its creditors or have a receiver, administrative receiver, liquidator or provisional liquidator appointed over all or any part of its assets or go into liquidation (whether voluntary or otherwise) save as part of a bona fide reconstruction not involving insolvency or shall take or suffer to be taken any similar action as a result of its liability to pay its debts or its insolvency it shall promptly so notify the other party in writing giving particulars of the circumstances

whereupon the other party may terminate the Agreement immediately by notice.

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

24.3.1 The changed party shall immediately so notify the other party in writing; and

24.3.2 The other party may, upon receiving notice or otherwise becoming aware of a change in the legal or beneficial ownership or Control of the changed party, terminate the Agreement immediately by notice in writing to that party if it considers in its sole discretion that such change of ownership or Control are prejudicial to its interests.

24.4 The Agreement may be cancelled at any time by GSK for any reason whatsoever, by giving Supplier notice in writing. Termination or expiry shall not relieve either party from any liability or action accrued prior to such termination or expiry. A fair and reasonable price will be paid for all Services in progress that have been delivered to GSK. GSK's liability is limited to Services in progress, and no further loss or liability will accrue on their account.

## 25. CONSEQUENCES OF TERMINATION

25.1 On termination of the Agreement Supplier shall, not later than seven days after GSK's request:

25.1.1 at GSK's option and cost deliver to GSK (or as GSK shall direct) all quantities of the Goods in its possession which comply with the Agreement;

25.1.2 at Supplier's cost return to GSK all documents provided to Supplier by GSK; and

25.1.3 at Supplier's cost ensure that all documents containing Intellectual Property Rights and/or any information of a technical nature relating to the Goods, the manufacture of the Goods and the provision of Services, or of a confidential nature and supplied by GSK to Supplier, will be returned to

GSK or destroyed by Supplier at GSK's option.

25.2 With effect from termination of the Agreement Supplier shall not make any use for any purpose whatsoever of any Intellectual Property Rights which is the property of GSK.

25.3 Termination of the Agreement or withdrawal of any Goods or Services from the Agreement shall be without prejudice to the continuation in force of Sections 1, 2, 7, 10, 11, 15, 18, 19, 21, 25, 29 and 30. Supplier agrees to provide GSK with all reasonable support with respect to any investigation required by GSK or any regulator with respect to the Goods or Services carried out prior or after such termination or withdrawal. GSK will reimburse Supplier's reasonable costs in providing such assistance unless such termination or withdrawal has occurred for a reason contained in Section 23.

## **26. WAIVER**

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

## **27. SEVERABILITY**

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

## **28. AMENDMENT**

The Agreement (including these Terms and Conditions) may only be amended in writing by authorised representatives of both parties.

## **29. GOVERNING LAW**

The Agreement shall be governed by and construed in accordance with the laws of Finland.

## **30. DISPUTE RESOLUTION**

The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them or arising out of or in connection with the Agreement. If the matter is not resolved by negotiation the parties will refer the dispute to arbitration in accordance with the following provisions of this Section. Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration by one (1) arbitrator in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The place of arbitration is Helsinki and the language of arbitration is English.

## **31. GENERAL**

31.1. The Agreement contains the whole agreement between the parties in respect of the subject matter of the Agreement and supersedes all prior written or oral agreements, arrangements and understandings between them relating to that subject matter.

31.2. Each party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy (other than for breach of contract) in respect of, any statement, representation, assurance or warranty made or given, or purportedly made or given, by or on behalf of the other party (whether made negligently or innocently) other than as expressly set out in the Agreement.

31.3. Nothing in the Agreement shall create, or be deemed to create a partnership, joint venture or other relationship between the parties other than the contractual relationship expressly provided for in the Agreement.

## ANNEX A

### GSK ANTI BRIBERY AND CORRUPTION REQUIREMENTS

GSK requires compliance with the highest ethical standards and all anti-corruption laws applicable in the countries in which GSK (whether through a third party or otherwise) conducts business. All GSK employees and any third party acting for or on behalf of GSK must ensure that all dealings with third parties, both in the private and government sectors, are carried out in compliance with all relevant laws and regulations and with the standards of integrity required for all GSK business. GSK values integrity and transparency and has zero tolerance for corrupt activities of any kind, whether committed by GSK employees, officers, or third-parties acting for or on behalf of the GSK.

It is a material term of this Agreement that Supplier shall comply with the following:

1. Supplier agrees that it shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that it has not, and covenants that it will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting it or GSK in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to government officials to secure or expedite a routine or necessary action to which we are legally entitled.

2. GSK shall be entitled to terminate this Agreement immediately on written notice to the Supplier, if the Supplier fails to perform its obligations in accordance with this Annex A. Supplier shall have no claim against GSK for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Annex A.

### GLOSSARY

The terms defined herein should be construed broadly to give effect to the letter and spirit of GSK's ethical standards.

**Anything of Value:** this term 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.

**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.

**Government Official** shall mean: (i) Any officer or employee of a government or any department, agency or instrument of a government; (ii) Any person acting in an official capacity for or on behalf of a government or any department, agency, or instrument of a government; (iii) Any officer or employee of a company or business owned in whole or part by a government; (iv) Any officer or employee of a public international organisation such as the World Bank or United Nations; (v) Any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or (vi) Any candidate for political office.

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