GSK TEMPLATES - MASTER SERVICES AGREEMENT

Input Questions

1. Please select the type of Services that will be provided:
    a. General services
    b. Market research services
    c. Medical communication services
    d. Recruitment services
2. In addition to receiving the Services, will GSK need to perform acceptance testing on any Deliverables provided by Counterparty? **Yes/No**.
3. Will Counterparty need to use any of GSK's trade marks, logos or brands in order to perform the Services/create the Deliverables? **Yes/No**.
4. Please specify the liability limits for the parties. For each SOW, the aggregate annual liability for either party will be limited to the greater of:
    a. [insert number]% of the Charges paid or payable during that Year; and
    b. [Currency] [insert number]

MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA" or "Agreement") is effective as of November 15,2025 ("Effective Date") and is made between GlaxoSmithKline Pharmaceuticals Ltd with registered offices located at Dr. Annie Besant Road, Worli, Mumbai: 400 030 ("GSK") and CLIRNET SERVICES PRIVATE LIMITED with registered offices located at Vaswani Chambers, 1st Floor, 264-265, Dr. Annie Besant Road,Worli, Shivaji Nagar, Mumbai, Maharashtra-400030 ("Counterparty").

Commented [SM1]: Business owner to fill in the relevant details.

1. DEFINITIONS

The following terms have the following meanings:

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

"Business Day" means any day, other than a Saturday or Sunday, or a day on which commercial banks are required to be closed for business in the country in which the GSK entity which is party to the relevant SOW is located.

"Confidential Information" means in relation to either party all information which is disclosed to or otherwise learnt or, acquired by the other party in connection with the MSA or any SOW and which is either marked as "confidential"; or 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.

"Deliverables" means all work product that Counterparty develops or is required to develop for GSK under a SOW or as part of the Services.

"GSK Confidential Information" means Confidential Information relating to or disclosed by GSK or its Affiliates and includes GSK Data.

"GSK Data" means all text, files, images, graphics, illustrations, information, data (including 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 Counterparty or Counterparty Personnel in connection with or the performance of Counterparty's obligations under a SOW, 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 Policies" means any policies or procedures set out in the MSA or a SOW or provided or made available by GSK to Counterparty 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, formulae, 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, trade marks 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 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: (i) laws, statutes, rules, regulations, government orders and associated guidance; (ii) binding court orders; and (iii) industry guidance and standards.

"MSA Terms" means the terms and conditions of the MSA, as amended from time to time, which includes the schedules, together with any document incorporated into any of the previously mentioned by reference (and as the context requires, will include the same as they are incorporated into a SOW), but excluding: (i) the Contractual Framework clause; (ii) the MSA Term and Consequences of Termination clause; and (iii) each SOW and Form of Statement of Work Schedule.

"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.

"Services" means the performance obligations identified in a SOW to be provided by Counterparty, together with any services, functions and responsibilities not specified but which are implicitly required for the proper performance and provision of Counterparty's obligations.

"SOW Effective Date" means in relation to a SOW, the date identified as such in the relevant SOW.

"SOW Term" has the meaning provided in the SOW Term and Consequences of Termination clause.

"Statement of Work" or "SOW" means any GSK ordering document executed during the Term, substantially in the form set out in the Form of Statement of Work Schedule or such other form as the parties expressly agree, which describes Services and/or Deliverables pursuant to the terms of the MSA.

"Term" has the meaning provided in the MSA Term and Consequences of Termination clause.

"Trade Marks" means the registered and unregistered trade marks owned by, or licensed to, GSK or an Affiliate of GSK.

Commented [A2]: Conditional content. See input question (3). Insert if the answer is 'Yes'.

2. CONTRACTUAL FRAMEWORK

2.1. **Contractual framework.** The MSA establishes a contractual framework which will operate to govern the supply of Services and/or Deliverables by Counterparty and/or its Affiliates to GSK and/or its Affiliates pursuant to each SOW. The parties agree that the execution of the MSA does not create any obligation on GSK or any GSK Affiliate to engage or pay Counterparty or any Counterparty Affiliate, or any obligation on Counterparty or any Counterparty Affiliate to supply any Services and/or Deliverables until a SOW is entered into by a duly authorised representative of each party.

2.2. **Effect of SOWs.** If GSK wishes to procure Services and/or Deliverables from Counterparty, it will set out those requirements in a SOW. Each SOW is subject to (and incorporates by reference) the MSA Terms and will constitute a separate and stand-alone agreement between Counterparty and GSK upon its execution. In respect of each SOW, Counterparty will carry out the relevant Services and provision of Deliverables and any other obligations from the SOW Effective Date (or will procure that the relevant Affiliate of Counterparty will do so). When interpreting a SOW, each written amendment which is made by the parties to the MSA will (unless stated otherwise) apply automatically to each SOW then in force with effect from the same date without requirement for any formal action or agreement on behalf of the signatories to such SOW. For the purposes of each SOW, where construing the MSA Terms, references within the MSA Terms to: "GSK" and "Counterparty" will be read in the context of each such SOW as the entity indicated as "GSK" or "Counterparty" in the relevant SOW; reference to "parties" or either "party" will be read in the context of each such SOW as the parties to such SOW; and reference to "the SOW" will be read in the context of such SOW as a reference to that relevant SOW.

2.3. **Rights of Affiliates.** The MSA and each SOW are for the benefit of GSK and its Affiliates. Accordingly, unless the context otherwise dictates, references to activities (whether related to the Services or otherwise) being provided for GSK, any benefits, warranties, indemnities and rights granted or provided to GSK, any licence being granted to GSK, and the business, operations, customers, assets, IPR, agreements or other property of GSK, will be construed as if reference to GSK were to each of GSK and its Affiliates. However, obligations of GSK will not be interpreted as obligations of any Affiliate of GSK.

2.4. **Affiliates entering into SOWs.** Counterparty acknowledges and agrees that GSK and/or any GSK Affiliate may enter into a SOW with Counterparty or any Affiliate of Counterparty. Each GSK Affiliate who enters into a SOW will be liable for the payment of the Services rendered to such GSK Affiliate and, subject to the aggregate limits set forth in the Liability section, for the performance of its other obligations under such SOW. Where a Counterparty Affiliate enters into a SOW, then Counterparty (as defined in the MSA) will be jointly and severally liable with the Counterparty Affiliate that is named in the relevant SOW and the relevant SOW will be interpreted accordingly.

2.5. **Change Orders.** Operational changes (including changes to the method of delivery or processes used in providing the Services) to any SOW will be made in a written change order, describing the changes to the SOW and signed by both parties (each, a "Change Order"); but a Change Order may not amend any terms of the MSA. Change requests are not binding until both parties have executed an applicable Change Order.

3. CORE OBLIGATIONS

3.1. **Manner of performance.** Counterparty will 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.

3.2. **Counterparty Personnel.** Counterparty will use commercially reasonable efforts to ensure that Counterparty Personnel identified as primary points of contact or project managers under the applicable SOW will remain assigned to that role, or will be replaced with someone of similar background and skill set, until the applicable project is completed.

3.3. **Exclusivity.** Nothing in the MSA or any SOW will prevent GSK or any GSK Affiliate at any time from performing any part of the Services or producing the Deliverables itself or procuring them from a third party, and neither Counterparty nor Counterparty Affiliate is being appointed as an exclusive supplier of any of the Services or Deliverables.

4. TESTING AND ACCEPTANCE

4.1. **Counterparty testing.** Before it makes any Deliverables available to GSK, Counterparty will test such Deliverables and ensure that the Deliverables meet: (i) the specifications or any other applicable requirement set out in the SOW; (ii) any GSK requirements notified to Counterparty; and (iii) any standards, performance and functionality it would be reasonable to expect the Deliverables to meet taking into account the intended use of the Deliverables ("Acceptance Criteria"). Upon receipt of any Deliverables, GSK or its agent may test such Deliverables, with Counterparty's assistance as reasonably requested, to determine whether such Deliverables meet the Acceptance Criteria ("Acceptance Testing").

4.2. **Accepting or rejecting Deliverables.** Following completion of any Acceptance Testing GSK will, acting reasonably, notify Counterparty in writing that it is accepting or rejecting the Deliverables. Any notice of rejection will set out the grounds for rejection. Without prejudice to any other rights and remedies available to GSK, Counterparty will remedy any failures of the Deliverables to meet the Acceptance Criteria and deliver corrected Deliverables, at no additional cost to GSK, within 14 days of the date of the relevant notice of rejection.

4.3. **Repeat testing.** Upon receipt of any corrected Deliverables, the process set out above may be repeated until GSK provides a written notice of acceptance.

4.4. **Additional rights.** If GSK rejects any Deliverables more than once, then in addition to its right to further reject the Deliverables following any repeat testing, GSK will have the right to terminate the applicable SOW. Within 28 days following any such termination, Counterparty will refund GSK for all Charges paid in relation to such terminated SOW(s).

4.5. **No waiver.** Acceptance of any Deliverables will not release Counterparty from its liabilities or constitute a waiver by GSK of any of its rights or remedies under the SOW. The remedies set out in this Testing and Acceptance clause will be cumulative with and in addition to any other remedies that GSK may have in law, equity or under the SOW.

4.6. **Continuing conformity.** For a period of 1 year following any acceptance (or such longer period agreed in writing between the parties or as is reasonable to expect taking into account the intended use of the relevant Deliverables), the Deliverables will perform without material defect or error, and in conformity with the Acceptance Criteria and will be free and clear from all defects in material and workmanship.

5. COMPLIANCE WITH APPLICABLE LAW AND POLICIES

A. GENERAL COMPLIANCE:

5.1. **Compliance with applicable Law**. Counterparty will comply with applicable Law in relation to its performance under the SOW (and will perform its obligations under the SOW in a manner which enables GSK to comply with applicable Law in receipt or use of the Services and Deliverables) including by obtaining and maintaining all approvals, licences, permits and certificates necessary to perform the Services. Unless prohibited by applicable Law, Counterparty will promptly notify GSK in writing of any investigation or inquiry into any failure of Counterparty to comply with applicable Law or any GSK Policies in relation to its performance under the SOW.

5.2. **Sufficient right and title.** Counterparty will ensure it has sufficient right, title, and interest in the ownership rights and licences (and has obtained the consents) to transfer such ownership rights and grant such licences as set out in the SOW, and 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 rights of any third party.

5.3. **Compliance with GSK Policies.** Counterparty will comply with GSK Policies. All changes to GSK Policies will be effective 30 days after GSK makes such changes available to Counterparty, unless otherwise agreed in writing. If Counterparty determines that new, or changes to, GSK Policies will cause a material hardship to Counterparty or materially affect the Services, time of performance or cost, Counterparty will promptly notify GSK, following which, the parties will discuss how to mitigate the impact to Counterparty to enable Counterparty to comply.

B. ANTI-BRIBERY AND CORRUPTION

1.1 **Government Official definition.** For purposes of this clause, "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 any officer or employee of a government or any department, agency or instrumentality of a government (including public enterprises, and entities owned or controlled by the state); any officer or employee of a public international organisation such as the World Bank or United Nations; any officer or employee of a political party, or any candidate for public office; 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 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.

1.2 **Counterparty obligations.** Counterparty will, and will take reasonable measures to ensure its subcontractors, agents or any other third parties subject to its control or determining influence will, comply with anti-corruption laws 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 assisting Counterparty or GSK in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery. 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 GSK is legally entitled.

1.3 **Conflict of interest.** Counterparty represents and warrants that, except as disclosed to GSK in writing prior to the commencement of the Agreement: (i) none of its significant shareholders (>25% shareholding) or senior management has influence over GSK's business; (ii) no significant shareholders, members of senior management, members of the Board of Directors, or key individuals who will be responsible for the provision of goods or services are currently or have been in the past 2 years a Government Official with actual or perceived influence which could affect GSK business; (iii) it is not aware of any immediate relatives (e.g. spouse, parents, children or siblings) of the persons listed above having a public or private role which involves making decisions which could affect GSK business or providing services or products to, or on behalf of GSK; (iv) it does not have any other interest which directly or indirectly conflicts with its proper and ethical performance of the Agreement; and (v) it will maintain arm's length relations with all third parties with which it deals for or on behalf of GSK in performance of the Agreement. Counterparty will inform GSK in writing at the earliest possible opportunity of any conflict of interest as described in this paragraph that arises during the performance of the Agreement.

1.4 **Engaging Government Officials.** Unless requested by and with the prior written approval of GSK, Counterparty will not contact, or otherwise knowingly meet with any Government Official for the purpose of discussing activities arising out of or in connection with the Agreement. When engaging in government relations, advocacy or lobbying activity expressly authorised by GSK, Counterparty will in all interactions with Government Officials identify that it acts on behalf of GSK and will at all times during the term of the Agreement maintain (separately from any of its business records not relating to the Agreement) a log documenting all interactions with Government Officials on behalf of GSK or in relation to the activities arising out of or in connection with the Agreement to include, at least, the following information: (i) the title of the Government Official with whom they interacted; (ii) the location and context in which such interaction took place; (iii) the subject matter of the interaction; and (iv) whether any transfer of value to the Government Official was made or offered and a description of the same. Counterparty will provide a copy of the log referred to above to GSK upon request and no less frequently than every 6 months during the term of the Agreement.

1.5 **Training.** Counterparty, upon request by GSK, will certify that adequate anti-bribery and anti-corruption training has been provided to relevant Personnel.

1.6 **Suspension of payment.** Notwithstanding any other provision in the Agreement, if GSK terminates the Agreement due to Counterparty breach of these Anti-Bribery and Corruption requirements, GSK will not be obliged to make any payments, indemnify, or otherwise provide compensation to Counterparty subsequent to the termination of the Agreement.

6. SUBCONTRACTORS AND PERSONNEL

6.1. **Authorisation to subcontract.** Counterparty will not subcontract the performance of any of its obligations under any SOW without the prior written consent of GSK, with such consent not to be unreasonably withheld. Notwithstanding the foregoing Counterparty may subcontract in the ordinary course of its business where such subcontractors are not material to Counterparty's performance of its obligations under the SOW.

6.2. **Primary liability.** Counterparty will remain primarily liable to GSK for the acts and omissions of Counterparty's subcontractors as fully as if they were the acts or omissions of Counterparty and will require each subcontractor to agree in writing to the terms of each relevant SOW, or to substantially similar terms, for work performed by the subcontractor and that GSK is a third party beneficiary of such agreement.

6.3. **Removal of subcontractors.** GSK will have the right to revoke its approval of a subcontractor and require Counterparty 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 SOW or if the removal of such subcontractor is required by or in order to comply with applicable Law. Counterparty 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.

6.4. **Sufficiency of Counterparty Personnel.** Counterparty will ensure that there will be at all times a sufficient number of Counterparty Personnel engaged in, and adequate resources available for, the performance of the Services under the SOW. Counterparty will ensure that only appropriately trained, qualified and experienced Counterparty Personnel perform the Services and will provide GSK notice of any key Personnel's termination of employment within 10 days after the date of such termination.

6.5. **Compliance with GSK access requirements.** Counterparty will ensure that all Counterparty Personnel accessing GSK premises, facilities, systems, networks or other assets comply with GSK's on-site security, work and safety rules or any health and safety procedures and GSK Policies that GSK may communicate to Counterparty or Counterparty Personnel, as the same may be updated and amended and provided to Counterparty by GSK from time to time. GSK reserves the right to immediately deny access to its premises, facilities, systems, networks or other assets to any Counterparty Personnel who fail to strictly comply with such policies and procedures or who GSK reasonably believes present a threat to health, safety or security of others or to GSK's business, premises or facilities.

6.6. **Off-Payroll Workers.** Counterparty will not engage (and procures that any of its subcontractors will not engage) any workers, independent contractors, assignees, or third parties performing the Services under a SOW ("Off-Payroll Worker") where that Off-Payroll Worker is, directly or indirectly, provided to Counterparty or its subcontractor via an entity or person (such as a personal service company or partnership) which is acting as an intermediary unless Counterparty receives GSK's prior written consent, which may be withheld at GSK's sole discretion.

6.7. **Removal of Counterparty Personnel.** If GSK requests in writing the removal of any Counterparty Personnel from the provision of Services due to reasonable concerns regarding significant misconduct, including, a violation of applicable Law, or threat to workplace or information security, Counterparty will immediately remove that person from providing the Services and assign an appropriately trained, qualified and experienced replacement within 7 days of such request at no additional cost to GSK and without relieving Counterparty of any of its obligations under the SOW. Counterparty acknowledges and agrees that all employment-related decisions impacting Counterparty Personnel, such as re-deployment, re-assignment, discipline, or separation of employment, remain its sole responsibility.

6.8. **Employment related liabilities.** Counterparty will at all times be solely responsible for directing and controlling the work performed by Counterparty Personnel performing Services and will be solely responsible for complying with all applicable Law related to the hiring, engagement, employment, compensation, and/or discharge of Counterparty Personnel. Further, Counterparty acknowledges and agrees that it is liable and responsible for: (i) payment of all compensation to Counterparty Personnel and filing all appropriate tax returns and other forms with respect thereto; (ii) payment of all employee-related taxes and contributions due on money received by Counterparty from GSK under the SOW and filing all appropriate tax returns and other forms with respect thereto; (iii) making and remitting all deductions or withholdings required to be made by any regulatory authority; and (iv) providing all benefits and other perquisites to Counterparty Personnel required by applicable Law.

6.9. **Employment status.** It is expressly understood and agreed that, as between the parties, Counterparty Personnel will at all times be employed or engaged solely and exclusively by Counterparty, and all GSK Personnel will at all times be employed or engaged solely and exclusively by GSK. Counterparty and GSK will not be considered joint employers of any Counterparty

Personnel providing Services. Counterparty agrees that, with respect to the Services: (i) it will be solely responsible and liable for all issues relating to the employment or engagement, compensation, training, management, direction, control, removal, and termination of Counterparty Personnel; and (ii) no Counterparty Personnel are employees of GSK for any purpose (including for country, regional, state, or local tax, employment, withholding or reporting purposes; or for eligibility or entitlement to compensation or any benefit under any GSK employee benefit plan, incentive, compensation or other employee programs, policies, or practices).

6.10. **Determination of employment status.** If any Counterparty Personnel alleges, or governmental or administrative agency, or other regulatory entity, or any court, alleges or determines, that any Counterparty Personnel were or are employees of GSK as a result of the performance of Services, Counterparty agrees to indemnify, defend and hold GSK harmless from and against any and all liabilities, costs and expenses including reasonable attorney's fees incurred by GSK as a result of, or related to, such allegation or determination.

7. INTELLECTUAL PROPERTY

7.1. **No assignment.** Except as expressly stated in the SOW, 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 SOW or the MSA ("Background IPR"). The SOW does not convey any licence rights, either express or implied, to any IPR unless expressly stated in the SOW. GSK retains IPR in, and ownership of all materials, plans, drawings, tools, data, any specification, patterns or designs provided by GSK to Counterparty, and they will all be returned at any time in good condition to GSK at GSK's request or upon termination of the SOW.

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

7.3. **Counterparty licence.** Counterparty hereby grants GSK a worldwide, non-exclusive, sub-licensable (through multiple tiers), transferable, perpetual, irrevocable, fully paid-up, royalty-free licence to its or any third party IPR to the extent necessary for GSK to use, modify, develop, distribute or otherwise exploit the Deliverables and receive the Services. If Counterparty uses any third party IPR in any Deliverables or which is required for GSK to use, modify, develop, distribute or exploit the Deliverables, then Counterparty 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.

7.4. **GSK licence.** GSK hereby grants Counterparty a non-exclusive, non-transferable, non-sub-licensable (except as outlined below), revocable, fully paid-up, royalty free licence to use, copy and modify such materials as are made available by GSK or its Affiliates pursuant to the SOW to the extent necessary for Counterparty to provide the Services. Counterparty has no right to: (i) sublicense the same, except as necessary for any of its Affiliates or approved subcontractors to provide the Services or create the Deliverables; or (ii) reverse engineer, decompile or disassemble such GSK materials, except as expressly permitted by GSK.

7.5. **Transfer of Deliverables.** Counterparty will promptly deliver up and transfer to GSK the Deliverables and any inventions, works of authorship (including software), improvements, developments or discoveries conceived, authored, made or reduced to practice by or on behalf of Counterparty, either solely or in collaboration with others, in respect of the Deliverables and Counterparty will disclose in writing to GSK all know-how and technical information to enable GSK to receive the full benefit of the Deliverables. Unless expressly agreed by the parties, software forming part of the Deliverables will be delivered to GSK in object code form and with corresponding source code and supporting user documentation on such media and such language required by GSK.

7.6. **Assignment of IPR.** The parties intend that all Arising IPR will belong to GSK. To the extent that Arising IPR is capable of prospective assignment, Counterparty hereby assigns to GSK, free from third party claims absolutely with full title guarantee, all right, title and interest in and to any and all Arising IPR subject only to any third party IPR where GSK has provided its prior written consent (above) together with: all the rights, powers, privileges and immunities arising or accrued therefrom; the right to apply for, prosecute and obtain 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 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. 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, Counterparty will assign such Arising IPR to GSK or GSK's nominee as and when created. The assignment of IPR under this clause will take effect on the date of the SOW in

respect of Arising IPR 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.

7.7. **Counterparty Personnel and subcontractors.** Counterparty will only use Counterparty Personnel that have waived their moral rights in respect of the Deliverables and have terms in their employment contracts and any other agreements with Counterparty that give effect to the Transfer of Deliverables clause, Assignment of IPR clause and Counterparty Licence clause in the SOW.

7.8. **Further assurance.** At GSK's request and expense, Counterparty 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 Intellectual Property section and to evidence, perfect or protect GSK's or GSK nominee's rights in the Deliverables and Arising IPR and to cooperate with GSK or GSK nominee in the filing and prosecution of any IPR applications relating to the Deliverables.

7.9. **Survival.** The provisions of this Intellectual Property section will survive termination or expiry of the MSA or any SOW.

8. GSK TRADE MARKS LICENCE

8.1. **Trade Marks Licence.** GSK hereby grants Counterparty a non-transferable, revocable, fully paid-up, royalty free licence to use the Trade Marks (in accordance with the guidelines in the GSK Policies) to the extent necessary and for the sole purpose of Counterparty's performance of the Services (the "Trade Mark Licence"). Counterparty has no right to sublicense the Trade Mark Licence, except as necessary to any approved subcontractor.

8.2. **Use of Trade Marks.** Counterparty will: (i) not supply Deliverables incorporating the Trade Marks to any person other than GSK or its Affiliates or dispose of the Deliverables in any way other than as specified by GSK; (ii) not gain any right, title and interest or goodwill in or to the Trade Marks; (iii) submit samples of any Deliverables incorporating the Trade Marks to GSK for inspection, if requested; (iv) inform GSK immediately in writing of any possible infringement of the Trade Marks or of any matter affecting the validity of the Trade Marks; (v) not use any variation of the Trade Marks or omit any part of the Trade Marks or use any trade mark or designation identical or confusingly similar to the Trade Marks other than as permitted under the SOW; (vi) not challenge GSK's right in and to the Trade Marks or do, or omit to do, anything which may diminish the rights of GSK in or to the Trade Marks or bring GSK or the Trade Marks into disrepute; (vii) not do, or omit to do, anything which may contribute to the Trade Marks becoming generic, invalid or likely to mislead or the Trade Marks losing their distinctiveness; and (viii) not at any time apply for or register, or procure the application for or registration of, any trade marks which are identical to or similar to the Trade Marks for so long as the registrations for the Trade Marks remain in force or the Trade Marks remain in use.

8.3. **Control of Trade Marks.** To the extent any of the Trade Marks is Controlled by an Affiliate of GSK, that is not a party to the Agreement, GSK will either obtain from such Affiliates the right to include such Trade Marks in the Trade Mark Licence or cause such Affiliates to grant a licence under any of the Trade Marks controlled by such Affiliates which are necessary to effectuate the Trade Mark Licence granted hereunder. For purposes of this clause, "Control" means, with respect to any Trade Marks, possession by a party or any of its Affiliates (whether by ownership, license grant or other means) of the legal right to grant the right to access or use, or to grant a licence or a sublicense to, such Trade Mark as provided for herein without violating the proprietary rights of any third party or any terms of any agreement or other arrangement between such party or any of its Affiliates and any third party.

9. COMPENSATION

9.1. **Sums payable.** In consideration for Counterparty's proper performance under any SOW, GSK will pay Counterparty the charges set out in the in the applicable SOW ("Charges") in accordance with the Rate Card Schedule and Global Payment Terms Schedule.

9.2. **Charges methodology.** Where Charges are based on time and materials, GSK may require Counterparty to provide estimates for the effort likely to be expended and such Charges will be subject to an agreed rate card and any caps set out in the applicable SOW. Counterparty will only invoice GSK for days and hours actually worked by Counterparty Personnel under the applicable SOW. GSK will not pay for overtime, or time incurred outside the normal Business Day, or for time spent travelling. If overtime is incurred, unless otherwise agreed in the applicable SOW, Counterparty will be solely responsible for the payment of overtime fees incurred. Where Charges are fixed, GSK will have no liability for any amounts greater than the agreed fixed Charges.

9.3. **Travel and expenses.** Counterparty may invoice for, and GSK will reimburse, reasonable, documented expenses incurred in connection with GSK authorised travel and costs (or those identified in the applicable SOW) (collectively, "Expenses") provided that such Expenses are incurred in accordance with GSK Policies. Counterparty will invoice for any Expenses on the same invoice in respect of the Services to which the Expenses relate.

9.4. **Invoicing process.** Counterparty must submit all invoices to GSK through GSK's designated electronic invoicing system ("GSK Invoicing Portal") in accordance with GSK requirements, which will be made available to Counterparty upon request. Counterparty will bear any implementation or operating costs incurred by it in complying with this clause.

9.5. **Currency.** All Charges or any other payments under the applicable SOW will be made in the currency of the country where the GSK entity executing the SOW resides.

9.6. **Taxes.** If not specified otherwise in the SOW, Charges indicated in the SOW are net of indirect taxes imposed on or measured by the value of any goods or services provided by Counterparty pursuant to any SOW, including value added taxes ("VAT") and sales tax if applicable, and therefore Charges actually payable by GSK will be increased by such taxes, in all cases (where relevant) subject to receipt by GSK of a valid VAT invoice. In no event will GSK be responsible for any taxes imposed on or measured by net or gross income or gross receipts, capital stock or net worth, including withholding income taxes, and therefore in case GSK is obliged by law to withhold any of such tax, Charges actually transferred by GSK to Counterparty will be decreased by such tax withheld by GSK and paid to the relevant authority. Upon Counterparty's request GSK will provide Counterparty with the confirmation of the payment to the relevant authority of the taxes withheld from Charges paid to Counterparty. Unless otherwise agreed, invoices will include and separately state each applicable tax and will associate such tax with the line item charge, cost, or expense to which such tax applies. Where GSK can claim an exemption from any tax or will self-assess, the exemption form will be sent as soon as practical or upon request.

9.7. **Disputed amounts.** 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. GSK's withholding of any invoiced amount disputed in good faith will not modify or excuse Counterparty's obligation to perform.

10. TERM AND TERMINATION

10.1. **MSA Term and consequences of termination.** Unless terminated earlier in accordance with its terms or extended by a written and signed amendment, the MSA begins on the Effective Date and will continue until Expiration Date and any period of extension agreed between the parties (the "Term"). Unless specified expressly to the contrary in the SOW, expiry of the MSA prior to completion of any remaining SOW will not operate to extinguish such SOW, and the MSA Terms will continue to apply to any remaining open SOW until it expires or is terminated in accordance with its terms. Counterparty will promptly provide to GSK a report describing the current state of any outstanding Services and Deliverables under each SOW as at the date of expiry or termination of the MSA. If the MSA is terminated by GSK, GSK may elect to terminate all or any SOW in force at the time by serving notice upon Counterparty specifying the SOW(s) that GSK wishes to terminate and the date upon which such termination is to take effect.

10.2. **Termination for convenience.** GSK may terminate the MSA or any SOW at any time, in whole or in part, with or without cause upon 30 days' written notice to Counterparty. 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, on a pro rata basis, under each terminated SOW as at termination.

10.3. **Mutual termination rights.** In addition to any other rights to terminate at law or as expressly provided in the MSA or the SOW, either party may terminate the MSA or any SOW, in whole or in part, immediately (or on such date that is set out in the notice of termination) upon written notice if the other party: (i) commits a material breach of any provision of the MSA or SOW 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; or (ii) is affected by an insolvency or adjudication of bankruptcy, the filing of a voluntary petition in bankruptcy, the making of an assignment for the benefit of creditors, any substantial part of a party's assets coming under the jurisdiction of a receiver, administrator, liquidator, trustee or similar officer in an insolvency proceeding authorised by law or if proceedings are instituted against the other party for winding up or reorganisation or other relief under any insolvency law. For the purposes of this clause, "insolvency" means either the party's liabilities exceed its assets, each fairly stated; or the party's inability to pay its business obligations in the regular course of business.

10.4. **GSK termination rights.** GSK may terminate the MSA or any SOW in whole or in part immediately (or on such date that is set out in the notice of termination) upon written notice to Counterparty if: (i) there is a change in control of Counterparty where "change in control" means the acquisition by any person, directly or indirectly, of more than 50% of the voting shares of Counterparty or the sale or transfer by Counterparty of all or a substantial part of its business or assets; (ii) Counterparty violates any applicable Law in connection with the performance of its obligations under the MSA or any SOW; (iii) Counterparty breaches any of its obligations under or in connection with the MSA or any SOW in respect of confidentiality, data privacy, information security, Personnel screening (to the extent required by the SOW) and anti-bribery and corruption (to the extent present); or (iv) Counterparty breaches any of its obligations under or in connection

with the GSK Policies provided or made available by GSK (or any Affiliate of GSK) to Counterparty at the Effective Date or the SOW Effective Date (as applicable) to the extent that the GSK Policies provide the right for GSK to terminate.

10.5. **Effect of termination.** Upon termination or expiry of a SOW in whole or in part for any reason or the MSA in whole or in part for any reason where all remaining SOWs that may have continued in force following the expiry or termination of the MSA have also terminated or expired: Counterparty will, at GSK's request and at no additional charge, provide GSK with such assistance as GSK reasonably requires in order to ensure an orderly handover of Counterparty's activities to GSK or a replacement supplier; and Counterparty will, at no charge, promptly return to GSK all GSK Confidential Information, materials, data and other property in its possession that belongs to GSK or has been provided by or on behalf of GSK under the SOW ("Returnable Material") or if directed by GSK Counterparty will instead, but still at no charge to GSK, promptly delete or render permanently inaccessible Returnable Material and provide evidence to GSK of the same having been done.

10.6. **SOW Term and consequences of termination.** Each SOW will come into force on the SOW Effective Date and, unless terminated earlier in accordance with its terms or by operation of law; or extended by a written and signed amendment, will continue in force for the term of the relevant SOW, as specified in the relevant SOW (the "SOW Term"). Termination (in whole or in part) or expiry of the SOW prior to completion of any other SOW will not operate to extinguish any such other SOW unless specified expressly to the contrary in the SOW forming part of such other SOW. Termination or expiry of the MSA or any SOW (in each case in whole or in part) by GSK will be without prejudice to any other rights and remedies available to GSK.

11. CONFIDENTIALITY

11.1. **Obligations of confidentiality.** Except as expressly set out otherwise, each party obtaining Confidential Information ("Receiving Party") agrees that the disclosing party ("Disclosing Party") will retain all right, title and interest in and to the Disclosing Party's Confidential Information. Each Receiving Party will: (i) not use Disclosing Party's Confidential Information for any purpose other than the performance of its obligations and exercise of its rights under the MSA and the SOW; (ii) not disclose Disclosing Party's Confidential Information to any third party, except that the Receiving Party may disclose the Disclosing Party's Confidential Information to its Affiliates and Personnel (and may permit its Affiliates and Personnel to do the same) and then solely as necessary for the exercise of rights or performance of obligations under the MSA and the SOW (provided that, in respect of such Confidential Information, such Personnel are subject to binding written confidentiality agreements); and (iii) keep confidential and secure Disclosing Party's Confidential Information with the same standard of care that is used with Receiving Party's own Confidential Information, but in no event less than reasonable care.

11.2. **Permitted disclosures.** Except with respect to Personal Information, the restrictions on use or disclosure under the MSA and the SOW will not extend to any information that: (i) is or becomes publicly available, except through breach of the MSA and the SOW; (ii) Receiving Party can demonstrate was lawfully possessed by it without confidentiality restrictions prior to the effectiveness of the MSA and the SOW; (iii) Receiving Party receives from a third party that is not legally prohibited from disclosing such information; or (iv) is independently developed by Receiving Party, its Affiliates or Personnel without reference to Disclosing Party information. Notwithstanding the foregoing, Receiving Party may disclose Disclosing Party's Confidential Information to a court or governmental body pursuant to a valid court order, subpoena, regulation or rule, provided that Receiving Party: (v) promptly notifies Disclosing Party before making the disclosure, unless prohibited by applicable Law; (vi) provides reasonable assistance to Disclosing Party in any lawful efforts by Disclosing Party, at Disclosing Party's expense, to resist or limit the disclosure of such Confidential Information; and (vii) discloses only that portion of Disclosing Party's Confidential Information that is legally required to be disclosed.

11.3. **Injunctive relief.** The parties acknowledge that damages alone would not be an adequate remedy for breach of this clause. Either party will be entitled to the remedies of injunction (without the requirement to post bond or provide notice), specific performance or other equitable relief for any threatened or actual breach of this clause. Such relief will be in addition to, and not in limitation of, any other available rights or legal remedies available to a party.

11.4. **Publicity.** Except with the prior written consent of the other party or as expressly provided in the MSA and/or any SOW, neither party will, directly or indirectly disclose or make any public statement regarding the MSA and/or the SOW or use the other party's trade mark, trade name or logo or in any other way identify the other party publicly.

11.5. **Survival.** The confidentiality provisions of this section will survive termination or expiry of the MSA or any SOW and will continue to apply for a period of 10 years from the date of such termination or expiry.

12. TRANSFER REGULATIONS

12.1. **Exit Event.** GSK and Counterparty do not intend that any Exit Event will operate to transfer the employment or engagement of any of Counterparty Personnel, or the liabilities associated with such employment or engagement, to GSK or any Future Supplier, whether in accordance with the Transfer Regulations or otherwise. "Exit Event" means the expiry or termination of the MSA or a SOW, in whole or in part. "Future Supplier" means any entity which, on or following an Exit Event, provides or will provide to GSK services in substitution for the Services or any part thereof. "Transfer Regulations" means any applicable legislation or regulations which provide for the automatic transfer of employment.

12.2. **Management of Counterparty Personnel.** If an Exit Event occurs, Counterparty will remain responsible for managing Counterparty Personnel's continuing employment at its own cost.

12.3. **Contract of employment or engagement.** If, contrary to this Transfer Regulations clause, an Exit Event occurs, the contract of employment or engagement, or any of the rights, powers, duties and liabilities under or in connection with any contract of employment or engagement, of any Counterparty Personnel is found or alleged to have effect as if originally made with GSK or any Future Supplier: (i) GSK will notify Counterparty in writing within 14 days of it becoming aware of the finding or allegation; (ii) Counterparty may, within 14 days of being so notified by GSK, make to that person an offer in writing to employ them under a new contract of employment or engagement, to take effect immediately upon termination of their employment by GSK or a Future Supplier; (iii) once that offer of employment or engagement has been made, or after expiry of 14 days after GSK has provided the written notification to Counterparty, GSK or any Future Supplier may terminate the employment or engagement of Counterparty Personnel; and (iv) Counterparty will indemnify, defend and hold harmless GSK and any Future Supplier against any and all liabilities, costs and expenses in connection with the employment or engagement of each such Counterparty Personnel (including termination of the same). The parties agree that the benefit of this Transfer Regulations clause may be assigned to any Future Supplier at the absolute discretion of GSK.

13. INDEMNIFICATION

13.1. **GSK indemnities.** GSK will indemnify, defend and hold harmless Counterparty, each of its Affiliates and each of their respective directors, officers, employees, and agents (each a "Counterparty 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 any Counterparty Indemnitee: (i) in respect of personal injury, death, loss or damage to tangible property to the extent resulting from GSK's breach of the MSA or a SOW or negligence; (ii) that any Deliverable, or the provision of the Services infringes the IPR of that third party, solely to the extent that such claim results from GSK's own written directions provided to Counterparty in the course of Counterparty's performance of this Agreement; and (iii) to the extent resulting from GSK's failure to comply with its data protection, confidentiality or privacy obligations under the MSA or a SOW.

13.2. **Counterparty indemnities.** Counterparty will indemnify, defend and hold harmless GSK, each of its Affiliates and each of their respective directors, officers, employees, and agents (each a "GSK Indemnitee") for any Losses arising from or in connection with any Claims made against any GSK Indemnitee: (i) that use of any Deliverables, or the receipt and use of the Services, in accordance with a SOW 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 Counterparty pursuant to the terms of a SOW and is used in accordance with the SOW and any GSK express instructions); (ii) in respect of personal injury, death, loss or damage to tangible property to the extent resulting from Counterparty's breach of a SOW or negligence; (iii) to the extent resulting from Counterparty's failure to comply with its data protection, confidentiality or privacy obligations under a SOW; and (iv) to the extent resulting from Counterparty's breach of applicable Law in the performance of the Services.

13.3. **Indemnified Party obligations.** GSK (in the context of the indemnities in the Counterparty indemnities clause) or Counterparty (in the context of the indemnities in the GSK indemnities clause) (each in the context of the following clauses an "Indemnified Party") will: (i) promptly notify the other party (the "Indemnifying Party") when it becomes aware of any Claims raised by a third party in respect of which an indemnity is given in this clause ("Third Party Claim"); and (ii) at its cost provide the Indemnifying Party with reasonable information and assistance in defending any Third Party Claim.

13.4. **Indemnifying Party obligations.** Indemnifying Party will: (i) defend the Third Party Claim at its own cost and in a competent manner (save that if it fails to comply with its obligations in this clause the Indemnified Party may take over conduct, in which circumstance the Indemnifying Party at its own expense will provide all reasonable information and assistance in defending any Third Party Claim); and (ii) not settle or compromise any Third Party Claim without the Indemnified Party's prior written consent (not to be unreasonably withheld or delayed).

13.5. **IPR infringement.** If any part of any Deliverables or portion of the Services is, or is likely to become, the subject of a Third Party Claim that it infringes the IPR of a third party, then, Counterparty, at no expense to the GSK Indemnitees and without prejudice to any other rights and remedies available to GSK and the GSK Indemnitees, will promptly: (i) obtain for the GSK

Indemnitees sufficient rights to allow each of the GSK Indemnitees to use the relevant Deliverables or portion of the Services, as contemplated by the SOW; (ii) modify the relevant Deliverables or Services, such that it is, or they are, non-infringing and functionally equivalent to the relevant Deliverables or Services; or (iii) substitute non-infringing deliverables or services substantially the same as and functionally equivalent to the relevant Deliverables or Services. Any such modified or substituted services and deliverables will be subject to the terms of the SOW.

13.6. **Insurance.** Counterparty will maintain (during the Term and for 1 year thereafter) insurance cover which it would be customary to maintain having regard to its obligations under the SOW, including a cybersecurity policy with a reputable insurer in an amount not less than £10 million per claim. Upon request, Counterparty will provide to GSK a certificate reasonably satisfactory to GSK evidencing such insurance. Counterparty agrees that the requirements under this clause in respect of insurance coverage will not limit its liability under the MSA or any SOW.

13.7. **Survival.** The provisions of this Indemnification section will survive termination or expiry of the MSA or any SOW.

14. LIMITATION OF LIABILITY

14.1. **Exceptions.** Nothing in the MSA or any SOW will limit the liability of either party in respect of: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) any matters which it would be unlawful for the parties to limit their liability; (iv) wilful misconduct or gross negligence; (v) breach of any obligations under the MSA or any SOW in relation to confidentiality, data protection or privacy; (vi) its indemnification obligations under the MSA or any SOW; and (vii) damage to tangible property caused by negligence. None of the liabilities referenced in this Exceptions clause will form part of the calculation as to whether any limits on liability under the MSA or any SOW have been reached.

14.2. **Limits.** Subject to the Exceptions clause, in no event will the aggregate liability of either party arising out of or in connection with a SOW (whether in contract, tort (including negligence) or otherwise) exceed the greater of 100 % of the Charges paid or payable for proper performance of the Services during that Year and in any 12 month period beginning on the SOW Effective Date and each anniversary thereafter.

14.3. **Exclusion.** Subject to the Exceptions clause, neither party will have any liability to the other arising out of or related to the MSA or any SOW for any consequential or indirect damages.

14.4. **Survival.** The provisions of this Limitation of Liability section will survive termination or expiry of the MSA or any SOW.

15. REPRESENTATIONS AND WARRANTIES

15.1. **Mutual representations and warranties.** Each party represents and warrants that: (i) it has the power, capacity and authority to enter into and carry out its obligations under the MSA and the SOW; and (ii) the MSA and the SOW will be executed by its duly authorised representative(s) and, once executed, will constitute its legal, valid and binding obligations.

15.2. **Counterparty representations and warranties.** Counterparty represents and warrants that: (i) it has and will have full and sufficient right to assign or grant the rights granted to GSK pursuant to the Agreement free and clear of any liens, claims or encumbrances; (ii) 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; (iii) it has and will maintain all necessary permits, licences, approvals and authorisations required under applicable Law to enable Counterparty to perform its obligations under the Agreement; (iv) where relevant, the Services and the Deliverables provided to GSK do not and will not contain any viruses or other malicious code that will degrade or infect any Deliverables, product, service, or any other software or GSK's network or systems, or any Open-Source Software or any libraries or code licensed from time to time under the General Public Licence (as those terms are defined by the Open Source Initiative or the Free Services Foundation); and (v) to Counterparty's knowledge, it is not the subject of any pending or actual legal action, and has received no adverse communication from any regulator, that would limit its ability to perform its obligations under the Agreement.

15.3. **Excluding warranties.** Except as expressly set out in the MSA or a SOW, all other representations and warranties which might have effect between the parties or be implied or incorporated into the MSA or the SOW (as applicable), whether by statute, common law or otherwise are hereby disclaimed including implied warranties of merchantability, suitability, or fitness for a particular use or purpose.

16. RECORDS AND AUDIT

Unless specified elsewhere in the Agreement, during the Term, each SOW Term and for 3 years thereafter, Counterparty will keep complete and systematic records in relation to its performance under the MSA and each SOW, including compliance with applicable Law and GSK Policies. During the Term, each SOW Term and for 1 year thereafter, GSK will have the right, during Counterparty's normal business hours, to audit Counterparty's premises, records, computerised systems,

equipment or procedures, and compliance with all provisions of the MSA and each SOW. GSK will give Counterparty 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 MSA or any SOW where instead GSK will give such prior notice as is reasonably possible (which may be none). Counterparty will, at GSK's reasonable and pre-agreed cost, provide all cooperation, access and assistance (including access to Counterparty Personnel and facilities) to GSK and GSK's auditors and regulators as they may reasonably require when conducting the audit.

17. MISCELLANEOUS

17.1. **Interpretation.** Unless otherwise stated, in the MSA or the SOW: (i) headings are for ease of reference only; (ii) a "person" includes any individual, legal entity, association, or other entity (whether or not having a separate legal personality); (iii) references to the word "including" are construed without limitation; (iv) no inference should be made from the fact the contracting entity is defined as "GSK" as to its legal relationship with GSK plc or any of its Affiliates; and (v) references to "GSK" infrastructure (premises, systems etc.), personnel, materials and policies and procedures may belong to or be provided by "GSK" or GSK plc or any of its Affiliates.

17.2. **Order of precedence.** If there is a conflict among the parts of any SOW, the following order of precedence will apply: (i) the clauses forming part of the MSA Terms; (ii) the schedules forming part of the MSA Terms, unless the conflict arises from a term in the Risk Management Schedule, in which case the terms of the Risk Management Schedule control as to such provisions; and (iii) the terms of the SOW (including its schedules), unless such SOW expressly and specifically notes the provision of the MSA Terms that is being amended, in which case the terms of the SOW control as to such provision.

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

17.4. **Force Majeure**. Neither party will be liable to the other for its failure or delay in performing its obligations to the extent that such failure or delay is caused by a Force Majeure Event; provided the affected party promptly notifies the other party of the Force Majeure Event; gives the other party details of the known or anticipated impact of the Force Majeure Event on the Services; and takes commercially reasonable action to mitigate the effects of the Force Majeure Event. This clause will not relieve a party of any obligation to implement or comply with a business continuity plan. If any Force Majeure Event prevents the affected party from carrying out its obligations for more than 30 days, the other party may terminate the SOW by written notice to the affected party. To the extent the affected party is excused from performance of its obligations under this clause, the other party will be relieved of its corresponding obligations, including any obligation to pay for goods or Deliverables that are not provided or Services that are not performed. For purposes of this clause, "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.

17.5. **Assignment.** Neither the MSA nor any SOW may be assigned or otherwise transferred, in whole or in part, by either party without the prior written consent of the other party provided, however, upon notice to Counterparty, GSK may assign or novate the MSA and/or any SOW in whole or in part to an Affiliate or in connection with the sale or transfer of all or a substantial portion of GSK business, whether by merger, reorganisation, acquisition, sale or otherwise.

17.6. **Relationship of parties.** Counterparty 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.

17.7. **Third party rights.** No person or entity other than the parties has the right to enforce any of the terms of the MSA or any SOW or has any third party beneficiary rights, except that GSK's Affiliates and any third party indemnitees will be third party beneficiaries under the MSA and/or the SOW, and each will have the rights and benefits accorded to them under the MSA and/or the SOW and will subsequently be entitled to enforce any relevant terms. Upon demand, Counterparty will fulfil the third party beneficiary rights directly to GSK Affiliates (without further conditions) and GSK may also demand that the third party beneficiary rights be directly fulfilled to any GSK Affiliates even where GSK is entitled to the fulfilment of the corresponding obligations. The rights of the parties to rescind, vary or terminate the MSA or any SOW are not subject to the consent of any person who is not a party.

17.8. **Entire Agreement.** The MSA and each SOW contains the entire agreement between the parties in relation to its subject matter and supersedes all prior representations and understandings, whether oral or written.

17.9. **Debarment certification.** By entering into this Agreement, Counterparty certifies that neither Counterparty nor any Counterparty Personnel are presently or have been debarred, suspended or otherwise excluded by any authority from receiving government contracts under applicable Law. If at any point during the Term or SOW Term Counterparty or any Counterparty Personnel are debarred or disqualified as detailed in this clause, Counterparty will inform GSK of such debarment or disqualification in writing and with respect to Counterparty Personnel, will cease employing, contracting with, or retaining any such Personnel to perform any Services.

18. NOTICES

18.1. **Form and delivery.** All notices under the MSA and, unless otherwise set out in a SOW, the SOW will be in writing (which includes email), in English and deemed to have been given on: (i) the second Business Day after posting when sent by registered or other form of next day certified post, postage paid; (ii) at the time the notice is left at the address when delivered by hand; or (iii) if sent by email, only on acknowledgement of receipt, such acknowledgement not being an automated message, in all cases provided it is sent to the nominated person at the address or email address for the relevant party set out on the signature page of the MSA or the SOW. A party may change its address by notice in accordance with this clause. This clause will not entitle either party to serve any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution by email.

18.2. **Security Breach notices.** Upon discovering any suspected or actual unauthorised disclosure, loss or theft of GSK Confidential Information (a "Security Breach"), Counterparty will notify GSK by e-mail to cstd@gsk.com promptly and within 24 hours of Counterparty's verification of the Security Breach. Counterparty will work with GSK in good faith to identify a root cause and remediate the information Security Breach.

19. DISPUTE RESOLUTION

19.1. **Good faith negotiation.** If a dispute arises out of or relating to the Agreement, or the breach, termination, interpretation or validity thereof (a "Dispute"), the parties will attempt in good faith to resolve the Dispute by giving notice of the nature of the Dispute. If the parties do not resolve a Dispute for which notice has been given within 30 days of receipt of the notice, either party may refer the Dispute for mediation.

19.2. **Arbitration.** If notice of arbitration is given, the Dispute will be referred to and finally resolved by arbitration administered by the International Chamber of Commerce in accordance with its Commercial Arbitration Rules in effect at the time of the arbitration, except as those rules may be modified herein or by mutual agreement of the parties. In any such arbitration, the number of arbitrators will be 1, except that, if a party is seeking an injunction or other equitable relief or where the aggregate damages sought by the parties exceed $US 1 million (or local currency equivalent), the number of arbitrators will be 3. The seat of the arbitration will be Mumbai, India, and it will be conducted in English. The parties submit to the non-exclusive jurisdiction of the courts of India in the seat of arbitration for the limited purpose of enforcing the agreement to arbitrate. The arbitration award will be final and binding, and judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party and its assets.

Commented [SM3]: For cross border transactions, we prefer SIAC arbitration, Seat of arbitration to be mutually decided. For domestic transactions, Arbitration to be under Arbitration and Concilliation Act, 1996. Seat of arbitation to be decided by parties. Arbitration may be by a sole arbitrator or three arbitrators as negotiated by the parties. English to be the language for arbitration

19.3. **Equitable relief.** This clause will not restrict the parties' rights to seek equitable remedies, including specific performance or preliminary injunctive relief before a court of competent jurisdiction in order to protect its Confidential Information, personal data or IPR. Each party will have the right to apply to any court of competent jurisdiction for interim relief necessary to preserve the party's rights until the arbitrator(s) is appointed. After appointment, the arbitrator(s) will have exclusive jurisdiction to consider petitions for interim and/or equitable and injunctive relief.

19.4. **Governing Law.** The Laws of India governs the Agreement without reference to conflict of law principles.

19.5. **Survival.** The provisions outlined in this Dispute Resolution section will survive termination or expiry of the MSA or any SOW.

SIGNATURE PAGE FOLLOWS

Agreed and accepted

GSK Signature: ……	Counterparty Signature: ……
Name: ……	Name: Bhojraj Kailash Singh
Position: ……	Position: Director
Date: ……	Date: November 21,2025

Contact details

GSK Address: ……	Counterparty Address: DN-18, SalteeTechpark,Sector V, Bidhannagar, Kolkata-700091
Nominated Person: ……	Nominated Person: ……
E-Mail Address (For Notices): ……	E-Mail Address (For Notices): info@clirnet.com
With copy to: BU email Id details	With copy to: bhojraj.singh@clirnet.com

RISK MANAGEMENT SCHEDULE

1. ANTI-BRIBERY AND CORRUPTION

1.1. **Definitions.** 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; and

"Government Official" means: (i) (where "government" means all levels and subdivisions of governments, i.e. local, regional, national, administrative, legislative, executive, or judicial, and royal or ruling families) any officer or employee of a government or any department, agency or instrumentality of a government (including public enterprises, and entities owned or controlled by the state); (ii) any officer or employee of a public international organisation such as the World Bank or United Nations; (iii) any officer or employee of a political party, or any candidate for public office; (iv) 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 (v) 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 with the capacity, actual or perceived, to influence or take official decisions affecting GSK business.

1.2. **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.

1.3. **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.

1.4. **Conflict of interest.** Counterparty represents and warrants that except as disclosed to GSK in writing prior to the execution of the Agreement, neither it nor its significant shareholders, senior management or key individuals with responsibility for performance under the Agreement has an actual or perceived interest which directly or indirectly conflicts with its performance of the Agreement, or a public or private role which involves making decisions which could have an actual or perceived influence over GSK's business. Counterparty will inform GSK in writing at the earliest possible opportunity of any conflict of interest that arises during the Agreement and will maintain arm's length relations with all third parties with which it deals for or on behalf of GSK or arising out of or in connection with the Agreement.

1.5. **Investigations and convictions.** Counterparty represents and warrants that except as disclosed to GSK in writing prior to the execution of the Agreement: (i) it has not been convicted of or put under investigation for, or put on notice (formal or informal) in respect of any potential investigation for, any offences, whether of a criminal, civil or administrative nature, involving fraud, bribery or corruption; and (ii) it has not been listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programmes.

1.6. **Notification.** Counterparty will inform GSK in writing, if, during the course of the Agreement, it is accused of, charged for, convicted of or pleads guilty to a criminal offence involving fraud, bribery or corruption, or (unless

it is legally prohibited from doing so) becomes the subject of any government investigation for such offenses, or is listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programmes.

1.7. **No agency.** Unless otherwise specified in the Agreement or with prior written approval of the other party, neither party will act on behalf of or represent itself as an agent of the other party, nor make any commitment or representation or incur any liability on behalf of the other party. When either party has been authorised in accordance with this clause to undertake any of the aforementioned activities, such party will only act within the scope of the granted authority.

1.8. **Engaging Government Officials.** When an interaction is authorised by GSK pursuant to the No agency clause above and is before any Government Official, Counterparty will at all times during the term of the Agreement maintain (separately from any of its business records not relating to the Agreement) a log documenting all interactions (whether conducted directly or through a third party) with the Government Official to include, at least, the following information: (i) the title of the Government Official with whom they interacted; (ii) the location and context in which such interaction took place; (iii) the subject matter of the interaction; and (iv) whether any transfer of value to the Government Official was made, offered or requested and a description of the same (together, the "Log"). Counterparty will provide a copy of the Log to GSK upon request and maintain the Log for the entire duration of the Agreement.

1.9. **Procedures and training.** Counterparty represents and warrants that it has implemented reasonable and adequate anti-bribery, anti-corruption and anti-fraud policies and procedures (including providing such training to relevant Associated Persons) and that it will continue to maintain such reasonable and adequate policies and procedures throughout the duration of this Agreement.

1.10. **Examination of records.** Counterparty will upon request permit GSK and its representatives (such as law firms, accounting firms or other external consultants) to examine and make copies of Counterparty's books and records relating to the performance of any of its obligations under the Agreement, in order to verify compliance by Counterparty with the terms of this Anti-Bribery, Anti-Corruption, and Fraud Prevention section. Counterparty will promptly provide all information and materials requested by GSK and its representatives pursuant to this clause.

1.11. **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 Counterparty with immediate effect due to Counterparty'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 Counterparty after termination of the Agreement under this clause, and any money due from GSK to Counterparty under the Agreement will not be payable.

1.12. **Indemnity.** To the extent permitted by law, in the event of such breach, Counterparty will indemnify GSK for all claims, penalties, fines, judgments or administrative actions made or taken against GSK and all reasonable costs and expenses incurred by GSK (including its external advisers) in assessing and defending against any liability alleged against GSK arising from Counterparty's breach.

CYBER SECURITY SCHEDULE

This Cyber Security Schedule ("Schedule") forms a part of the Agreement by and between GSK and Counterparty. In the event of any conflict with respect to cyber security, as between the terms of this Schedule and the terms of the Agreement and any other schedule appended thereto, this Schedule will control.

2 DEFINITIONS

For purposes of the Schedule, the following terms have the following meanings. Capitalised terms not defined in this Schedule will have the meanings ascribed to them in other parts of the Agreement.

"Counterparty Environment" means the combination of copyrighted materials, software, operating systems, database systems, tools, APIs and network components owned, licensed, managed and used by or on behalf of Counterparty or its Affiliates to operate and make the Subscription Services available, including any servers or other components in which GSK Content is stored or on which it resides or from and through which it is accessed or transmitted.

"Counterparty Personnel" means any and all personnel engaged or employed by Counterparty and its Subcontractors to perform any part of the Services.

"**GSK Content**" means all GSK Data stored within the Subscription Services.

"GSK Data" means all text, files, images, graphics, illustrations, information, data (including 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 Counterparty or Counterparty Personnel in connection with or the performance of Counterparty's obligations under this Agreement, including any data and information that is entered into or stored by or on behalf of GSK and Users in the Subscription Services or derivatives of such data or information. GSK Data includes any such data or information that either: (i) is created, generated, collected or Processed by Counterparty Personnel in the performance of Counterparty's obligations under the Agreement; or (ii) resides in, or runs on or through, the Counterparty Environment, or is accessed through GSK's information systems, as well as any output, copies, reproductions, improvements, modifications, adaptations, translations or other derivative works of, based on, derived from or otherwise using such data and information. For the avoidance of doubt, GSK Data includes all GSK Confidential Information, and excludes Counterparty Confidential Information.

"High Severity Vulnerabilities" means vulnerabilities either identified by the applicable software Counterparty as critical or patches intended to remedy vulnerabilities identified as "High Severity" in the National Institute of Standards and Technology (NIST) National Vulnerability Database displayed at nvd.nist.gov.

"Known Vulnerability" means those vulnerabilities documented and compiled by reputable unaffiliated third parties, highly regarded within the information technology industry for their cyber security expertise, including the NIST National Vulnerability Database, the Open Web Application Security Project (OWASP), United States Computer Emergency Readiness Team (US-CERT), and UK National Cyber Security Centre (NCSC).

"**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.

"Significant Vulnerability" means any non-conformity with any of the provisions of this Schedule, or any technical weakness or operational weakness, that could reasonably be anticipated to result in accidental, unauthorised or unlawful access, destruction, disclosure, disruption, misuse, corruption or modification of GSK Content.

"Subcontractor" means any third party (including Counterparty Affiliates) who performs on behalf of Counterparty or any Subcontractor any part of the Services, or any of Counterparty's or a Subcontractor's obligations under this Agreement or any Service Order or Statement of Work.

"**Subscription Services**" means the proprietary technology solution of Counterparty that [insert description of Counterparty's technology solution and the problem it solves for customers], collectively, with the Counterparty Environment and applicable support services.

3 COMPREHENSIVE SECURITY PROGRAM

3.1 **Standards and Documentation.** While providing the Subscription Services identified in a Service Order or Statement of Work to the Agreement, Counterparty will maintain, and will comply at all times with, a comprehensive cyber security program of policies, standard operating procedures ("SOPs") and controls governing the confidentiality, integrity and availability of information and systems including Processing, storage, transmission and security of GSK Content (the "CSP"). The CSP will: (i) be consistent with generally-accepted industry standards (e.g., ISO 27001, COBIT, NIST 800-53); (ii) require maintenance and annual review and updating of documentation of all requirements, policies, SOPs and other elements of the CSP (collectively, the "CSP Documentation"); and (iii) be operated by individuals with necessary knowledge, skills, and abilities to competently fulfil responsibilities. Counterparty will test, assess, and evaluate the effectiveness of the CSP as required in this Schedule and will periodically review and update the CSP to address new and evolving security technologies, changes to industry-standard practices, and changing security threats; provided, however, that no such update will reduce the obligations, commitments, or protections set forth herein.

3.2 **Subcontractors, Vendor Risk Management.** Counterparty will ensure all Subcontractors with access or who Process GSK Data maintain security standards and processes no less stringent than Counterparty standards set forth in its CSP. Counterparty will maintain a continuous vendor risk management program that assesses all Subcontractors that access, store, process or transmit GSK Content for appropriate security controls and cyber security practices, and will only engage Subcontractors who demonstrate compliance with Counterparty's CSP or like standards to support the delivery of the Subscription Services or related technical, consulting or other professional services to GSK. For avoidance of doubt, Counterparty will remain liable and responsible for the action, inactions and performance of all obligations performed by any Subcontractor to the same extent as if such obligations were performed by Counterparty.

4 PHYSICAL SECURITY

4.1 **Facilities.** Counterparty will ensure that GSK Data and areas where GSK Data is Processed are physically secured against unauthorised access.

4.2 **Media.** The CSP will identify which Counterparty Personnel may transfer GSK Data to removable media or portable devices and under what circumstances, and which removable media or portable devices containing GSK Data are permitted to be transported out of a Facility. Counterparty will encrypt all GSK Data stored on any removable media or portable device. Counterparty will remove all GSK Data from any removable or portable media containing GSK Data before such media is disposed of or reused, using a removal method that sanitises the media and makes recovery of the GSK Data infeasible.

5 ADMINISTRATIVE SECURITY

5.1 **Security Awareness and Training.** Counterparty will ensure written policies, procedures, and standards are published and communicated to Counterparty Personnel and relevant external parties as relevant to their job function and responsibilities. Counterparty will provide training at the time of hire and periodically thereafter, not less than annually, to applicable Counterparty Personnel on the CSP, and Counterparty will maintain training records that will include when the training was received by Counterparty Personnel.

5.2 **Background Screening.** Counterparty will perform background screening on Counterparty Personnel at the time of hire that includes, to the extent permitted by such applicable Law in the country of hire, proof of identity using government issued identification documents.

6 TECHNICAL SECURITY MEASURES

6.1 **Data Segregation.** Counterparty will maintain technical mechanisms to ensure that GSK Content is logically segregated from other Counterparty customers' data within the Subscription Services.

6.2 **Access Management.** Counterparty will protect access to the Subscription Services by Counterparty Personnel by authentication and authorisation mechanisms as described below and in the CSP Documentation.

6.3 **Least Privilege.** Counterparty will grant access privileges based on job requirements and will ensure access rights are implemented adhering to the "least privilege" approach (i.e., authorised staff will be granted the minimum access required to perform their roles).

6.4 **Access Credentials.** Counterparty will, with respect to Access Credentials it manages and controls: (i) ensure Access Credential secrets are suitably complex; (ii) encrypt Access Credential secrets at rest and in transit; (iii) assign unique Access Credentials to Counterparty Personnel requiring access to the Subscription Services; (iv) ensure all operational support activities, including modification of security controls, are attributed to a single individual; (v) secure remote access in line with industry best practice (e.g., multifactor authentication, contextual security, etc.); and (vi) promptly revoke or modify access rights of Counterparty Personnel when such Counterparty Personnel no longer require access due to termination of employment or a change in responsibilities. "Access Credential" means the combination of unique identifiers and secrets assigned or provided to an individual, or inherent in an individual, that provides rights to access Counterparty Environment resources.

6.5 **Operations.** Counterparty will: (i) use environments for development, testing, and production operation as needed with processes to ensure no unauthorised access or changes are made to the production operational environments; (ii) protect GSK Data in all Counterparty Environments from unauthorised access; (iii) not use GSK Data in non-production Counterparty Environments such as environments for software evaluation and testing, quality assurance testing, training, development, etc.; and (iv) ensure that changes to platform, applications, and production infrastructure of the Subscription Services are evaluated prior to going live in a production environment in order to minimise risk and are implemented following Counterparty's then-standard operating procedure for change requests.

6.6 **Logging and Monitoring.** Counterparty will maintain logs sufficient to definitively attribute access to, and actions performed using, GSK Content in line with industry standards. Counterparty will protect logs from unauthorised access, tampering, or destruction. Counterparty will regularly monitor logs for security alerts using security information and event management system, or equivalent, and respond to alerts as appropriate in line with industry best practice.

6.7 **Network Security.** Counterparty will maintain network security protecting the Subscription Services in line with industry best practices including firewalls, intrusion detection and prevention systems, segregation, access control, and secure routing protocols.

7 VULNERABILITY MANAGEMENT

7.1 **Ongoing Security Risk Evaluations.** Counterparty will: (i) conduct regular vulnerability scans and at least annual internal and external penetration testing on the Counterparty Environment, including the Subscription Services; (ii) regularly monitor software vendor websites and credible cyber security news forums for information regarding pertinent then-emerging cyber security threats and Known Vulnerabilities; and (iii) remediate any Significant Vulnerability in accordance with the requirements of this section.

7.2 **Patching.** Counterparty will apply applicable security patches promptly following a change management process, with critical or high severity vulnerability security patches implemented within 30 days and all other non-critical security patches within 90 days.

7.3 **Malware.** Counterparty will 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 on regular intervals and centrally logging events for effectiveness of such software products.

7.4 **Hardware and Software.** Counterparty will maintain software and hardware used to Process GSK Content at versions supported by the licensor or manufacturer, as applicable.

7.5 **Proprietary Code, Security by Design.** Counterparty will maintain a formal written software development lifecycle policy that provides for change control and configuration management. Such policy will require that Counterparty Personnel apply a formal process for software code review pertaining to the Subscription Services, including security standards for the development of such software. Counterparty will review all changes to Subscription Services technology components, testing as required given the nature of the change, to ensure there is no negative impact on Subscription Services operations or security.

8 ADDITIONAL REQUIREMENTS

8.1 **FOSS Compliance and Policy.** Counterparty will: (i) fully comply with the licenses governing its use of any software within the Subscription Services or any deliverables, to the extent such software meets the open source definition published at OpenSource.org or the free software definition published by the Free Software Foundation (collectively, "FOSS"); (ii) update and train its engineering and development teams on Counterparty's internal controls for managing its use of any FOSS ("Counterparty's FOSS Policy"), and (iii) fully comply with Counterparty's FOSS Policy, including requirements to monitor newsfeeds and other industry resources for Known Vulnerabilities applicable to FOSS and, as appropriate, to upgrade to then-new releases that address Known Vulnerabilities and timely application of verified patches as each becomes available.

Counterparty's FOSS Policy will require that Counterparty will use versions of FOSS that are as current as feasible considering available updates. Upon GSK's request, Counterparty will share its then-current Counterparty's FOSS Policy. If GSK or its Affiliates request that Counterparty provide information regarding FOSS, Counterparty will promptly respond to such requests and will otherwise work with GSK to timely resolve any vulnerabilities or risks reasonably raised by GSK.

8.2 **Mobile Devices.** If Counterparty permits Counterparty Personnel to Process GSK Content on portable computing devices such as a smartphone or tablet computer ("Mobile Devices"), Counterparty will employ a Mobile Device management solution that ensures: (i) strong authentication of access to device contents; (ii) strong encryption of data at rest; (iii) remote wipe of devices that are lost or stolen where possible; and (iv) deletion of GSK Data in email or Mobile Device storage. For clarity, Mobile Devices exclude laptop computers.

8.3 **Configuration Management.** Counterparty will maintain a current inventory of Subscription Services systems, including network components, systems, applications, network topology diagrams, data centre diagrams and IP addresses.

8.4 **Cryptography.** Counterparty will use Strong Encryption controls to protect all GSK Content from unauthorised disclosure, access or alteration, whether: (i) in transit into or out of the Subscription Services over third-party networks; (ii) stored on a Mobile Device or removable media; or (iii) on laptop computers.

8.5 **Remediation.** With respect to any Significant Vulnerability in the Subscription Services or Counterparty Environment, or non-compliance with this Schedule or applicable Law revealed to or identified by Counterparty, Counterparty will correct or remediate such Significant Vulnerability promptly, or as soon as reasonably possible, in each instance by following the applicable procedures and standards set forth in Counterparty's then-current CSP.

8.6 **Security Breach.** Counterparty will report to GSK by email to cstd@gsk.com any compromise of Counterparty's cryptographic key signing hierarchy, and any verified accidental, unauthorised or unlawful use, loss, destruction, disclosure, access, corruption, modification, sale, rental or other Processing of any GSK Data (a "Security Breach") within 24 hours of Counterparty's verification. Counterparty will activate and follow the requirements of Counterparty's incident response plan, including requirements and processes for post-mortem reviews, root cause analysis and remediation plans and timelines. As information about the root cause and implications of the Security Breach become known, Counterparty will provide to GSK any further information regarding the nature and consequences of the Security Breach, including any information shared with other customers of Counterparty.

9 AUDIT

9.1 **Inspection/GSK Review Rights.** GSK or its representatives (collectively, "Reviewers") may inspect, examine and review the systems, records, data, practices and procedures of Counterparty (and its Subcontractors) that are used in rendering the Subscription Services or any technical, consulting or related professional services under the Agreement (collectively, "GSK Reviews") to verify the integrity of GSK Content and Counterparty's compliance with the confidentiality, data protection and security requirements of the Agreement, including this Schedule; provided that GSK Reviews will be conducted only during business hours and upon reasonable prior notice to Counterparty, and not more often than once annually, unless a Security Breach (defined in the Security Breach clause) has occurred within the immediately preceding 90 days or in the case of an inspection conducted by a regulator, in which case the annual limit will not apply. GSK and its Reviewers will comply with Counterparty's reasonable security requirements while conducting GSK Reviews. GSK will bear its own expenses, and Counterparty and its Subcontractors will reasonably cooperate with GSK and its Reviewers, in connection with GSK Reviews.

9.2 **Platform Controls and Certifications.** Where Counterparty uses a Subcontractor providing the cloud platform on which the Subscription Services reside (the "Cloud Platform Supplier"), Counterparty will ensure Cloud Platform Supplier has established and maintains sufficient controls to meet the objectives stated in the ISO 27001 cyber security standard (or equivalent standard) (collectively, the "Standard") and at least once per calendar year engage an independent third-party auditor to audit and report on its compliance with the Standard. Within 1 week of GSK's request, Counterparty will provide GSK with a copy of the audit report and, if the Cloud Platform Supplier has any certifications (e.g., ISO 27001) a copy of the certifications and any associated statements of applicability.

9.3 **Annual Third-Party Audit.** If Counterparty engages an independent third-party auditor to audit its compliance with the Standard and deliver to Counterparty a SSAE18 SOC 2 Type II or ISAE3402 or equivalent attestation standard audit report (the "Annual Audit Report"), Counterparty will provide a copy of its then-most-recent Annual Audit Report within 1 week of GSK's request.

9.4 **Counterparty Self-Assessment.** Counterparty will conduct not less than annually a self-assessment of its compliance with all requirements set forth in this Schedule.

PRIVACY SCHEDULE – RESTRICTED PERSONAL INFORMATION

This Privacy Schedule ("Schedule") forms a part of the Agreement by and between GSK and Counterparty. In the event of any conflict between the terms of this Schedule and the terms of the Agreement, this Schedule will control with respect to matters of data privacy. Capitalised terms not defined in this Schedule will have the meanings ascribed to them in other parts of the Agreement. Capitalised terms that are defined in both this Schedule and the Agreement, will have the meanings ascribed to them in this Schedule. Any reference to GSK means the GSK contracting entity used in the Agreement, as well as Covered Affiliates.

1. DEFINITIONS

The following terms have the following meanings:

"Adequate Country" means any country held by the Government of the United Kingdom and/or the European Commission from time to time as providing an adequate level of protection pursuant to Article 45(3) of the GDPR and the UK GDPR.

"Annex" means the Annex to the Commission Implementing Decision on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

"Covered Affiliate" means each Affiliate of GSK which has the benefit of the Services as a third party (a list of which will be provided by GSK to Counterparty on request).

"C-C Model Clauses" means: (i) the Annex along with MODULE ONE: Transfer controller to controller (available at https://commission.europa.eu/publications/standard-contractual-clauses-international-transfers_en) and incorporated herein by reference as updated, amended, replaced or superseded from time to time by the European Commission; and/or (ii) any corresponding or equivalent international data transfer agreement or addendum to the Model Clauses adopted by the supervisory authority in the United Kingdom.

"C-P Model Clauses" means: (i) along with MODULE TWO: Transfer controller to processor (available at https://commission.europa.eu/publications/standard-contractual-clauses-international-transfers_en) and incorporated herein by reference as updated, amended, replaced or superseded from time to time by the European Commission; and/or (ii) any corresponding or equivalent international data transfer agreement or addendum to the Model Clauses adopted by the supervisory authority in the United Kingdom.

"Data Protection Laws" means 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); the UK GDPR as tailored by the UK Data Protection Act 2018; the California Consumer Privacy Act of 2018 (Cal. Civ. Code 1798.100 – 1798.199) (CCPA); and all other laws concerning the processing of personal data.

"GSK Personal Information" means any Personal Information used for the purpose of the Services that is supplied by or on behalf of GSK to Counterparty (including where Counterparty has access to personal data held by GSK or on its behalf), or which Counterparty collects or generates on behalf of GSK; that is processed by Counterparty under or in connection with this Agreement; and in respect of which GSK is a controller (or equivalent). References in this Agreement and the Security Schedule to GSK Confidential Information or GSK Data will include GSK Personal Information

"Model Clauses" means, in the case of the C-C Model Clauses, the Annex together with the C-C Model Clauses; and in the case of the C-P Model Clauses, the Annex together with the C-P Model Clauses. For the purposes of the Model Clauses the parties agree that: the option in square brackets of Clause 11 "Redress" will not apply; option

one is selected for Clause 17 "Governing Law" and the law of Ireland will apply; and the courts of Ireland will have jurisdiction under Clause 18 "Choice of Forum and Jurisdiction".

"P-P Model Clauses" means: (i) the Annex along with MODULE THREE: Transfer processor to processor (https://commission.europa.eu/publications/standard-contractual-clauses-international-transfers_en) and incorporated herein by reference as updated, amended, replaced or superseded from time to time by the European Commission; and/or (ii) any corresponding or equivalent international data transfer agreement or addendum to the Model Clauses adopted by the supervisory authority in the United Kingdom.

"Personal Information" means personal data relating to an identified or identifiable individual.

"Security Schedule" means [insert reference to the Cyber Security Schedule or other security measures].

The terms controller, data protection impact assessment, data subject, personal data, personal data breach, processor, processing, service provider and supervisory authority will be as defined under relevant Data Protection Laws.

10 GENERAL TERMS

10.1 GSK and Counterparty agree that in relation to the Personal Information processed under this Agreement: (i) if Counterparty is acting as a processor of GSK Personal Information under relevant Data Protection Laws, the Processor Terms will apply with Counterparty acting as a service provider to GSK for CCPA purposes; (ii) if Counterparty is acting as a controller of GSK Personal Information under relevant Data Protection Laws, the Controller Terms will apply; and (iii) for purposes of the CCPA, no monetary or other valuable consideration is being provided by Counterparty to GSK and therefore GSK is not selling Personal Information to Counterparty as defined by the CCPA.

10.2 **Status of Counterparty.** Counterparty will be considered a [processor, controller, or both] in relation to the Personal Information processed under this Agreement.

10.3 **Description of Processing.**

Duration, nature and purpose of processing	
Duration of processing	Unless stated otherwise in this Agreement, or agreed in writing between the parties, Personal Information will be processed for the term of this Agreement and any such additional period stated in this Agreement.
Nature and purpose of processing	For the purpose of the provision of services by Counterparty under this Agreement.
Personal Information	
Individuals may include:	**[Drafting note: select as appropriate from the following list:]** Consumers, customers, members of the public, employees and contingent workers, healthcare professionals and other healthcare staff, external experts, patients, research subjects, shareholders, suppliers, government officials, media representatives, members of the public
Categories of Personal Information may include:	**[Drafting note: select as appropriate from the following list and supplement as required]** Personal contact information, family details, education history, professional details, employment details, device and online usage data, location data, purchase history, financial information (including payment information), business travel and expenses, personal biographical information (e.g. age, gender and nationality), lifestyle information, government ID numbers, information on personal interactions with GSK
Special categories of Personal Information may include:	**[Drafting note: select as appropriate from the following list – or if none, state Not Applicable]** Ethnicity or race, medical or health information, trade union affiliation, political affiliation or opinions, religious or philosophical beliefs or affiliations, information

	regarding criminal convictions and offences, sexual orientation or sex life, genetic information, biometric data, biological samples

10.4 **International Data Transfers.** Counterparty will not process or transfer any GSK Personal Information to any country other than the country in which the GSK entity receiving services from the Counterparty is established without the prior written approval of GSK. Such approval may be conditional upon the existence of appropriate safeguards to ensure compliance with Data Protection Laws applicable to Counterparty and GSK. For these purposes, the United Kingdom and European Economic Area are considered as a single country. Where any mechanism for international transfers of Personal Information ceases for any reason to be a valid means of complying with the restrictions on transferring Personal Information to a third country as set out in Data Protection Laws, or otherwise ceases to apply for any reason, the parties will act in good faith to agree the implementation of an alternative solution to enable both parties to continue processing and transferring Personal Information in compliance with Data Protection Laws.

10.5 **Termination or Expiry.** On termination or expiry of the Agreement, this Schedule will survive and continue in full effect.

10.6 **Further Assurance.** In the event Counterparty does not believe it can meet the requirements as reasonably set forth by GSK, Counterparty will notify GSK immediately of its inability and GSK will have the right to terminate any underlying agreement relying on this Schedule. Counterparty agrees that, upon the request of GSK, it will execute any specific form of data transfer agreement reasonably required by GSK to enable GSK or any of its Affiliates to comply with applicable Data Protection Laws or the requirements of any supervisory authority.

11 PROCESSOR TERMS

11.1 **General Terms.** The subject matter, duration, nature and purpose of the processing, the type of GSK Personal Information and the categories of individuals whose data is processed by Counterparty under this Agreement are described in the Description of Processing clause of this Schedule. Each party will comply with its obligations under Data Protection Laws in relation to the processing of GSK Personal Information. These terms will not exempt Counterparty from complying with obligations to which Counterparty is subject pursuant to applicable Data Protection Laws.

11.2 **Counterparty obligations.** Counterparty will: (i) only process GSK Personal Information (including, without limitation, the transfer of GSK Personal Information internationally) in order to provide the Services to GSK under this Agreement and in accordance with the written instructions of GSK; (ii) notify GSK if, in Counterparty's reasonable opinion, GSK's instructions would breach Data Protection Laws; (iii) assist GSK with any data protection impact assessment and/or data transfer impact assessment relating to the processing of GSK Personal Information under this Agreement; and (iv) promptly notify GSK if it receives any communication from any supervisory authority which relates to the processing of GSK Personal Information, or to either party's compliance with Data Protection Laws, and assist GSK in responding to any such communication.

11.3 **Limitations on processing.** Neither Counterparty, nor any of its employees, agents, consultants or assigns will: (i) process more than the minimum amount of GSK Personal Information necessary to perform the Services to GSK under this Agreement; (ii) afford access to GSK Personal Information beyond those having a "need-to-know"; (iii) duplicate or incorporate GSK Personal Information into their own records or databases except for the purpose of performing the Services to GSK under this Agreement; (iv) have any right to process GSK Personal Information for their own commercial benefit in any form, including, without limitation, to create de-identified or anonymised data; or (v) disclose, release or transfer GSK Personal Information to any third party or business except as necessary to perform the Services to GSK under this Agreement or as specifically directed by GSK. Without limiting the above, Counterparty will immediately inform GSK if it is required to process GSK Personal Information by any law applicable to Counterparty.

11.4 **Individual Rights**. If an individual makes a written request to Counterparty to exercise any of their rights in relation to GSK Personal Information under Data Protection Laws, Counterparty will promptly forward the request to GSK and assist GSK to fulfil and respond to such requests.

11.5 **Security Measures.** Counterparty will: implement and maintain appropriate technical and organisational security measures including, without limitation, the measures set out in the Security Schedule. References in the Security Schedule to "GSK Data" will include GSK Personal Information; and without prejudice to the requirements of the Security Schedule, notify GSK promptly and within 72 hours after becoming aware of a personal data breach affecting GSK Personal Information, and provide GSK with assistance reasonably requested by GSK in relation to such breach.

11.6 **Sharing of GSK Personal Information.** Counterparty will: not engage another processor (a "sub-processor") without the prior general written authorisation of GSK and inform GSK at least 14 days in advance of any intended changes concerning the addition or replacement of sub-processors to those approved in writing by GSK, so giving GSK the opportunity to object; before disclosing GSK Personal Information to any sub-processor, enter into a contract with that sub-processor containing terms equivalent to those set out in this Schedule; remain fully liable for any failure of any sub-processor to fulfil its data protection obligations; keep GSK Personal Information confidential in accordance with the terms of this Agreement; and before disclosing GSK Personal Information to any of its staff ensure that those persons have taken appropriate training in data protection and are bound to hold the GSK Personal Information in confidence.

11.7 **Compliance and Audit.** Upon GSK's reasonable written request, Counterparty will: provide all information necessary to demonstrate compliance with this Schedule; and without limiting any other right of GSK under this Agreement, allow GSK or an auditor appointed by GSK, or by Counterparty (on terms of reference agreed with GSK in advance), to carry out audits including, without limitation, inspections of facilities, equipment, documents and electronic data, relating to the processing of GSK Personal Information by Counterparty or any sub-processor, in each case to enable GSK to verify compliance with this Schedule.

11.8 **Termination and Expiry.** Unless expressly stated otherwise in this Agreement, upon termination or expiry of this Agreement, Counterparty will, and will procure that each sub-processor will: immediately cease to use GSK Personal Information; and at GSK's option and in accordance with GSK's instructions, return GSK Personal Information to GSK or to a processor nominated by GSK, or delete the GSK Personal Information and all copies and extracts of the GSK Personal Information. Without limiting the foregoing, Counterparty will inform GSK if it is required to retain a copy of any GSK Personal Information after the termination or expiry of this Agreement by any law applicable to Counterparty.

11.9 **International Data Transfers.** Where GSK, acting as a data exporter, transfers GSK Personal Information to Counterparty or its Affiliate, acting as data importer, the parties hereby agree to have entered and to abide by the C-P Model Clauses. For the purposes of the C-P Model Clauses GSK is the data exporter in relation to GSK Personal Information; and Counterparty, to the extent it processes GSK Personal Information in a country outside the European Economic Area, the United Kingdom or any Adequate Country, is the data importer. Counterparty hereby enters into the C-P Model Clauses on behalf of itself and each Affiliate of Counterparty which acts as a data importer.

Description of Transfers	The description of transfers including the processing operations, for the purposes of Annex 1 to the C-P Model Clauses, is set out in the "Description of Processing" clause of this Schedule. The restrictions of safeguards applied to sensitive data are set out in the Security Schedule. The frequency of the transfer is continuous. The data will be retained in line with GSK's data retention policies.
Competent Supervisory Authority	As set out in clause 13 of the C-P Model Clauses.
Security for Privacy	The security measures, for the purposes of Annex 2 to the C-P Model Clauses, are set out in the Security Schedule.
Sub-processors	List of sub-processors attached to the C-P Model Clauses. The parties agree that option 2 of clause 9 "Use of Sub-Processors" of the C-P Model Clauses will apply where Counterparty engages a sub-processor and Counterparty and sub-processor will agree to abide by the P-P Model Clauses.

To the extent there is any conflict between any term of the C-P Model Clauses and any other part of this Schedule or this Agreement, the term of the C-P Model Clauses will prevail.

12 CONTROLLER TERMS

12.1 **General Terms.** Subject to the remaining provisions of this clause, in relation to the processing of all GSK Personal Information, each party: will comply with its obligations under Data Protection Laws; and acknowledges that, except as expressly stated otherwise in this Agreement, it is (as between the parties) solely responsible for meeting all of its obligations under Data Protection Laws.

12.2 **Privacy Notices and Individual Consent.** Unless expressly agreed otherwise in writing, each party will be responsible for providing privacy notices to, and obtaining any consent required by Data Protection Laws from, all individuals to whom the GSK Personal Information relates in respect of all processing undertaken by that party (including any disclosure to the other party). If either party expressly agrees in writing to provide a privacy notice on behalf of the other party, it will ensure that the relevant privacy notice effectively addresses all information required to be provided under Data Protection Laws and takes account of any reasonable proposals made by the other party.

12.3 **Communications.** If Counterparty receives any communication from a supervisory authority which relates directly or indirectly to: Counterparty's processing of GSK Personal Information; or a potential failure to comply with Data Protection Laws in relation to the processing of GSK Personal Information, Counterparty will, to the extent permitted by applicable laws, promptly forward the communication to GSK and provide reasonable cooperation and assistance to GSK in relation to the same.

12.4 **Handling of GSK Personal Information.** Counterparty will ensure that GSK Personal Information: will be kept confidential in accordance with this Agreement and references in this Agreement and the Security Schedule to GSK Confidential Information will include GSK Personal Information; is not disclosed to any of its staff unless those persons: have undergone appropriate training in data protection and are legally or contractually bound to hold the information in confidence; is processed only for the purpose of providing the Services to GSK under this Agreement, or otherwise as subsequently authorised by the relevant individuals; is transferred to third parties only in accordance with applicable law (including without limitation the law of the country of the relevant individuals), where the third party has entered into a contract with Counterparty containing terms equivalent to those in this Schedule and on condition that Counterparty remains fully liable to GSK for any failure of such third party to fulfil its data protection obligations; and is kept securely including, without limitation, by application of the measures set out in the Security Schedule.

12.5 **Rights of Individuals.** If an individual makes a written request to either party to exercise any of their rights under Data Protection Laws in respect of GSK Personal Information, the receiving party will respond to that request in accordance with Data Protection Laws. To the extent the request concerns processing of GSK Personal Information undertaken by the other party, the receiving party will: (i) promptly and without undue delay forward the request to the other party; and (ii) cooperate and provide reasonable assistance in relation to that request to enable the other party to respond in accordance with Data Protection Laws.

12.6 **Personal Data Breach.** Without limiting any provision of the Security Schedule, upon becoming aware of a personal data breach affecting GSK Personal Information, Counterparty will: notify GSK promptly and in any event within 72 hours, and provide GSK with a reasonable description of the personal data breach promptly as such information becomes available; and not publish any communication concerning the personal data breach without first consulting GSK, save that it may disclose details of such breach to the extent Counterparty is required to do so by applicable laws. If GSK determines in its sole discretion that a personal data breach affects Counterparty and/or Counterparty's ability to provide services under this Agreement, GSK will notify Counterparty promptly, and provide Counterparty with a reasonable description of any relevant information pertaining to said breach.

12.7 **Compliance and Audit.** Upon GSK's reasonable written request and to enable GSK to verify compliance with this Schedule, Counterparty will, without limiting any other right of GSK under this Agreement, allow GSK or an auditor appointed by GSK or by Counterparty (on terms of reference agreed with GSK in advance), to carry out

audits, including, without limitation, inspections of facilities, equipment, documents and electronic data, relating to the processing of GSK Personal Information, by Counterparty or any processor of Counterparty.

HUMAN SAFETY INFORMATION

1. **Adverse Event definition.** For purposes of this clause, "Adverse Event" or "AE" is defined as any untoward medical occurrence in a patient or clinical investigation subject or a consumer, temporally associated with the use of a GSK Product, whether or not considered related to the product. "GSK Product" means an investigational or licensed medicinal product, consumer healthcare product, vaccine, biological product or device whether under development by, or manufactured, marketed, supplied, or distributed by or on behalf of, any division or operating company of GSK (including ViiV Healthcare), in any country. "Human Safety Information" or "HSI" means information relating to human health and/or wellbeing following exposure to GSK products, including AE information. HSI/AEs can include: (i) any unintended sign (including an abnormal laboratory finding), symptom, or disease (new or exacerbated); (ii) failure to produce expected benefits (i.e. lack of efficacy); (iii) off-label use; medication errors or misuse, including drug overdose, whether accidental or intentional; (iv) drug abuse or effects of drug withdrawal; occupational exposure; patients taking GSK Products whilst pregnant or breastfeeding; (v) paternal exposure to a GSK Product before and during pregnancy; (vi) transmission of an infectious agent via a medicinal product; safety information received as part of a product quality complaint;(vii) drug interaction; or (viii) unexpected therapeutic benefits (i.e. an unexpected improvement in a concurrent condition other than the one being treated); or (ix) suspected adverse reactions associated with a suspected or confirmed falsified medicinal product or with a quality defect of a medicinal product.
2. **Reporting obligations.** During the Term, if Counterparty or any Counterparty Personnel become aware of HSI/AEs, whether the information relates to a GSK Product by reference to its generic name or by reference to its trade mark, it will report such information to GSK within 24 hours of initial receipt (or next working day if over a weekend) using: (i) Reportum, the preferred GSK-approved electronic process method; or (ii) the HSI/AE form provided by GSK, via email/fax or other electronic processes agreed by GSK to the contact details found on such form. Counterparty will confirm that the HSI/AEs sent to GSK were sent successfully without error. If a failure notification is received, Counterparty will immediately re-send the HSI/AE and take reasonable steps to ensure such failure does not occur again. Counterparty will keep records of successful confirmation and promptly provide these to GSK upon request by GSK, including in case of audit/inspection.
3. **Personally identifiable information.** Counterparty will follow all local regulations in the reporting of HSI/AEs and Counterparty will not provide to GSK personally identifiable information of any patient or healthcare professional who has reported an HSI/AE under the Agreement without consent from the patient or healthcare professional (as applicable).
4. **Training.** Counterparty will ensure that all Personnel involved in providing Services and who could become aware of an HSI/AE receive GSK's training in recognising and reporting HSI/AEs prior to the initiation of Services and annually thereafter during the Term. The training materials will be provided by GSK. Counterparty will deploy the training and keep records of training and provide to GSK upon request.
5. **AE listing.** Counterparty will provide GSK a listing of the submitted HSI/AEs associated with the contract activities named as part of the Agreement. For activities or programs that are less than 3 months in duration the listing is required at the end of the activity. For activities or programs of greater than 3 months in duration the listing frequency will be notified to Counterparty by GSK (but in no case more frequently than monthly). Counterparty will send the listing using a form provided by GSK, which form will include directions on how to send the listing to GSK. GSK will perform a reconciliation of the listing provided against the GSK safety database. Any discrepancy found during the reconciliation will be returned to Counterparty for immediate resolution.
6. **Record retention.** Upon termination or expiry of the contract, Counterparty will retain all HSI/AEs and supporting documentation for 5 years.
7. **Regulatory inspection.** If any regulatory authority notifies Counterparty that it will inspect, audit or investigate Counterparty's records, facilities, equipment, or procedures, or otherwise take action related to the Agreement, Counterparty will notify GSK as soon as is practicable (if possible, within 2 business days prior to the inspection or action)

and provide GSK with copies of any reports issued by the regulatory authority and Counterparty's proposed response for GSK's prior review and approval (such approval not to be unreasonably withheld).

8. **Subcontracting.** Counterparty will ensure that any Subcontractor, or Affiliate that is directly involved in the performance of the safety activities outlined in this Agreement, will comply with applicable terms of the Agreement. In addition, the parties agree to enact mechanisms and/or sufficiently detailed written procedures/agreements to ensure oversight and adherence of any delegated safety activities and to allow for the exchange of HSI in a timely manner
9. **Requirements for Call Centres.** If Counterparty will act as a call centre provider on GSK's behalf, Counterparty must have (and provide to GSK upon request) a description of its procedures and capabilities to ensure timely and compliant management of HSI/AEs related to GSK product received by call centre Personnel. These should include, but not be limited to: (i) a robust technical system to handle missed, dropped, and unsuccessfully transferred calls to ensure adequate follow up to the caller; (ii) a documentation system to track and record this type of calls, including a periodic reconciliation process; and (iii) Description, frequency, and outcomes of Key Performance Indicators for his type of calls as required by GSK.

COMPLEMENTARY WORKERS

1. **Workforce integrity.** In addition to any other representations or warranties contained in the Agreement, Counterparty represents and warrants that: (i) it has implemented, and will maintain, commercially reasonable policies and controls designed to prevent the engagement or assignment of personnel using false, fraudulent, or misappropriated identities, including individuals acting as proxies or conduits for foreign or sanctioned entities; and (ii) each individual assigned to perform services under this Agreement will have undergone identity and background verification procedures that are reasonably calculated to detect high-risk or deceptive actors.
2. **Screening.** Counterparty will screen any Counterparty Personnel to whom a GSK identification badge (for unescorted site access to a GSK facility) will be issued; who will be issued a GSK laptop or have access to the GSK network; or who will have access to information whose loss, theft, unauthorised disclosure, corruption or unavailability would have a severe financial or reputational impact on GSK. Should any Counterparty Personnel refuse to cooperate with such screening, or fail any screening process, GSK reserves the right to deny access to its premises, networks or other assets. **Training.** GSK will be responsible for providing or paying costs for training only to the extent such training is requested by GSK in writing due to special GSK requirements. Notwithstanding the foregoing, GSK has the right to request ("Training Replacement Request") the replacement of any CW who does not complete any training which is designated as mandatory by GSK ("Mandatory Training") within 6 weeks from the date that a CW begins an Assignment. Upon receipt of the Training Replacement Request, Counterparty will have 1 week ("Additional Week") to cause such CW to complete the Mandatory Training. If a CW does not complete the GSK Mandatory Training by the end of the Additional Week, Counterparty will provide a replacement CW, at Counterparty's sole expense, within 1 week of the end of Additional Week or a mutually agreeable timeframe. GSK will be responsible for paying the cost associated with the GSK Mandatory Training.
3. **Minimum requirements.** Counterparty will undertake such screening in accordance with the following minimum requirements (and any other pre-engagement or background screening procedures as notified by GSK in writing to Counterparty from time to time): (i) confirm proof of identity and the right to work in the country of employment by providing a valid working visa if warranted, or other forms of ID as approved by the local country's legal support; (ii) verify 5 years (or, if more than 3 employers in 5 years, most recent 3 years) of employment dates, company and title; (iii) verify licenses, certifications or degrees that are basic qualifications for the job, including but not limited to: Driver's License when driving is an essential function of the role and/or GSK owns or leases the vehicle; board certification where this certification is a requirement for the role; medical qualification including verification of residency training or fellowship checks; or other qualifications (e.g. highest degree earned or in-progress) as agreed by the recruiter and hiring manager if considered a preferred qualification during the selection process; (iv) verify current address and past addresses within the last 5 years (or, if more than 3 home addresses in last 5 years, most recent 3 years); (v) review United States, United Kingdom, United Nations, and European Union "Restricted Parties" lists for the presence of the candidate's name and address; (vi) assess whether candidate is or has close ties to a current or past government official, has any prior convictions for bribery or corruption, or has any conflict of interest with GSK; and (vii) retain documentation of screening results in a secure and auditable format.
4. **Additional requirements for remote workers.** For any Counterparty Personnel whose identity cannot be verified in person, Counterparty will conduct a biometric identity verification, including facial recognition matched to a valid government-issued ID, and a live video interview.

5. **Failure to comply.** If GSK reasonably suspects that Counterparty has failed to comply with any screening requirement described in this Section, GSK may, in its sole discretion, suspend the engagement of new Counterparty Personnel for 30 days to investigate the suspected failure to comply. GSK's decision to stop engaging new Counterparty Personnel will not modify or excuse existing Counterparty Personnel's obligation to perform, nor will it suspend GSK's obligation to pay any sums that are due and payable. Upon completion of the investigation, if GSK determines that there was not a failure to comply, the suspension will be lifted with immediate effect. If GSK determines that a failure to comply did occur, GSK may terminate the Agreement or any associated SOW immediately upon written notice to Counterparty (without prejudice to any other rights or remedies GSK may have). GSK's only liability in respect of exercising its right to terminate pursuant to this clause will be to pay such sums as are due and payable, on a pro rata basis, under the Agreement.

6. **Noncompliance.** If any Counterparty Personnel assigned to GSK projects are found to have bypassed, or not undergone, the required identity and background verification procedures, Counterparty will pay GSK liquidated damages in the amount of £50,000 per individual. If GSK determines that an assigned individual has used false or misappropriated credentials and that Counterparty failed to detect such fraud due to deficient screening, Counterparty will pay £100,000 per incident. The remedies and liquidated damages set forth herein are not exclusive. GSK expressly reserves the right to seek full compensatory damages, injunctive relief, or other remedies at law or in equity if a breach by Counterparty results in, or contributes to injury to GSK, including but not limited to a data breach, regulatory investigation, or third-party claim. Any liquidated damages paid will be credited against such recovery to avoid double compensation. Notwithstanding any other provision in the Agreement, nothing in the Agreement will limit Counterparty's liability for breach of any obligation outlined in the Screening clause. None of the liabilities referenced in this Noncompliance clause will form part of the calculation as to whether any limits on liability under the Agreement have been reached.

7. **Training.** GSK will be responsible for providing or paying costs for training only to the extent such training is requested by GSK in writing due to special GSK requirements. Notwithstanding the foregoing, GSK has the right to request ("Training Replacement Request") the replacement of any CW who does not complete any training which is designated as mandatory by GSK ("Mandatory Training") within 6 weeks from the date that a CW begins an Assignment. Upon receipt of the Training Replacement Request, Counterparty will have 1 week ("Additional Week") to cause such CW to complete the Mandatory Training. If a CW does not complete the GSK Mandatory Training by the end of the Additional Week, Counterparty will provide a replacement CW, at Counterparty's sole expense, within 1 week of the end of Additional Week or a mutually agreeable timeframe. GSK will be responsible for paying the cost associated with the GSK Mandatory Training.

INAPPROPRIATE PROMOTION

1. **Adherence to requirements.** When carrying out activities in connection with any GSK product, Counterparty will adhere to the requirements of any applicable local industry code and the "Code of Practice for Promotional and Nonpromotional External Interactions" provided by GSK, together with such material amendments as GSK may notify to Counterparty from time to time.

    a. **Separation of Personnel.** Where Counterparty provides both promotional and non-promotional Services for GSK, it will ensure that any Personnel conducting promotional activities are separate and independent from those supporting non-promotional activities,

    b. **Disclosure of violations.** As soon as possible, but within 24 hours of becoming aware, Counterparty will disclose to GSK any conduct by Counterparty Personnel in connection with GSK products or otherwise in connection with the Agreement that violates or potentially violates any applicable Laws.

    c. **Training.** Before any Counterparty Personnel engages in activities in respect of GSK products, or otherwise in connection with the Agreement, Counterparty will ensure that such Personnel are trained to ensure Counterparty meets its obligations under the Agreement and certify their understanding of, and agreement of the same. Counterparty will implement refresher training at own cost of all such Personnel annually.

    d. **Monitoring.** Counterparty will monitor its compliance with the applicable requirements and report to GSK on a regular basis. The parties may agree to implement a monitoring plan in a form agreed between the parties.

    e. **GSK approval of Materials.** Any information and materials in whatever form used by Counterparty in connection with the promotion or marketing or sale of GSK products, or otherwise to generate interest in GSK products or the related disease area ("Materials") require the prior written approval of GSK. In seeking such written approval, Counterparty will submit specimens of all Materials to GSK.

f. **Transfers of value.** Unless otherwise agreed in writing by the parties, Counterparty will as required by applicable local Laws disclose any transfers of value made by Counterparty to any Healthcare Professional (defined as individuals who in the course of their professional activities are authorised to prescribe, purchase, supply, administer or dispense medicines or medical devices) or Other Healthcare Staff (defined as individuals who in the course of their employment may recommend, purchase, supply or use, or influence the purchase, supply or use of medicines, including but not limited to pharmacy assistants, hospital management, primary care managers, members of formulary committees, and payer bodies such as health appraisal agencies, reimbursement bodies, pricing bodies and sick funds) (collectively, "HCPs/OHS").

g. **Marketing / sale of GSK Products.** In connection with the promotion or marketing or sale of GSK products or otherwise the performance of the Agreement, to the extent applicable, Counterparty will: (i) comply with any monetary limits specified by GSK regarding any hospitality provided to HCPs/OHS; (ii) provide cultural courtesy gifts to HCPs/OHS only in such countries specified by GSK, and subject to the limits specified by GSK, provided this is done in a fully transparent way and GSK is informed prior to implementation; (iii) obtain GSK's prior written approval for any proposed engagement of an HCP/OHS that involves a transfer of value to the HCP/OHS; (iv) provide to GSK such information as GSK may require for GSK to disclose such payments in accordance with applicable Laws, regulations or industry codes of practice; (v) where required by applicable Law, only engage an HCP/OHS after first obtaining consent (including authorisation for subsequent disclosure by GSK) in writing; and (vi) where Counterparty and GSK co-promote the same product(s), comply with agreed limits for sampling and follow such processes as specified by GSK to ensure such compliance.

h. **Contract salesforce.** If Counterparty will act as a contract salesforce on GSK's behalf, notwithstanding any other provisions in the Agreement, Counterparty will follow the "Global Sales Force Incentive & Use of Sales Data Policy" provided by GSK, together with such material amendments as GSK may notify to Counterparty from time to time.

ARTIFICIAL INTELLIGENCE

DEFINITIONS

"AI Discrimination" means use of an AI System that results in or is reasonably likely to result in (i) unfair discriminatory treatment or impact that negatively impacts an individual or group of individuals on the basis of their actual or perceived age, ethnicity, race, sex, disability or other protected characteristic, or (ii) discriminatory treatment that is prohibited by applicable Law.

"AI Incident" means any unexpected performance or malfunctioning of an AI System that directly or indirectly leads to: (i) physical harm to any person; (ii) a disruption of the provision of Services; (iii) inaccuracies in the Deliverables; (iv) a breach of obligations under applicable Law; (v) unanticipated damage to property or to the environment; or (vi) the accidental, unauthorised, or unlawful destruction, loss, alteration, or disclosure of, or access to, GSK AI Data.

"AI Laws" means all applicable Law, including all regional, state, national and international laws, regulations, codes and standards relating to artificial intelligence that apply to the Services and/or Deliverables contemplated pursuant to this Agreement. This term will include but not be limited to all requirements related to "AI systems" under the European Union Artificial Intelligence Act (as defined therein).

"AI System" means any machine-based system (a) that directly impacts the Services or that is included in any Deliverables, and (b) that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments, including machine learning algorithms, large language models, or other similar or successor technologies.

"GSK AI Data" means (i) any GSK Data that is processed by any AI System in connection with the provision of the Services and/or Deliverables ("GSK AI Input"), and (ii) any output of any AI System produced (in whole or in part) by processing GSK Data ("GSK AI Output").

1. USE OF AI SYSTEMS NOTICE

1.1. **Regarding Use of AI System(s).** Counterparty will not use or include any AI System in the Services and/or Deliverables unless Counterparty has provided notice to GSK and GSK has provided written agreement as to its use or inclusion.

1.2. **Modification of Certain AI System(s).** Counterparty will not modify any AI System that operates within the GSK environment or that is continually processing GSK Data without providing prior written notice to GSK. Within a reasonable period upon receiving such notice, GSK may, in its sole discretion, instruct Counterparty to stop using the AI System in connection with the Services and/or Deliverables, and Counterparty will promptly comply with GSK's instruction. GSK will have no liability to Counterparty should GSK choose to revoke Counterparty's authorisation in accordance with this Section.

1.3. **Direction As to AI System(s) Maintained at GSK's Direction.** With respect to any AI System that is to be provided and maintained in connection with the Services and/or Deliverables, Counterparty will act strictly in accordance with GSK's instructions, including with respect to the use and modification of any such AI System. Counterparty will maintain, monitor, and support the AI System according to the Agreement and this Schedule during the Term. Counterparty will maintain records regarding the use and maintenance of the AI System in a form satisfactory to GSK, and these records will be available for GSK's inspection at all times during the Term and for 7 years thereafter.

1.4. **Limitations on AI Systems that Process GSK Data.** With respect to any AI System that processes GSK Data, GSK may, at any time and in its reasonable discretion, instruct Counterparty to stop any processing of GSK Data by such AI System. Upon receiving such instruction, Counterparty will promptly cease processing GSK Data with such AI System.

2. GSK AI DATA

2.1. **Ownership of GSK AI Data.** GSK will own all right, title and interest to GSK AI Data, including any modifications, enhancements or derivatives of the foregoing. Counterparty hereby irrevocably assigns, transfers, and conveys and promises to assign, transfer, and convey to GSK without further consideration any right, title, and interest in the GSK AI Data, including all Intellectual Property Rights therein.

2.2. **Use of GSK AI Data.** Counterparty will only use GSK AI Data as strictly necessary to provide the Services and/or Deliverables to GSK and not for any other purpose without GSK's prior written consent. For the avoidance of doubt, Counterparty will not use GSK AI Data to train any AI Systems (except as specifically contemplated by the Agreement) or to improve the operation of its services or models offered or provided to any entity other than GSK.

2.3. **Data Leakage.** Counterparty will use industry best practices to decrease the risk that use of the AI System will result in unanticipated release, distribution or reproduction of GSK AI Data.

3. AI SYSTEM REPRESENTATIONS, WARRANTIES, AND COVENANTS

3.1. **AI Development.** Counterparty represents, warrants and covenants that all training, tuning, or other development or use of the AI System has been and will be conducted by appropriately skilled and trained developers in a workmanlike manner consistent with industry best practices, applicable Law and any contractual obligations to which Counterparty or the AI System is subject.

3.2. **Training Data Compliance.** Counterparty represents, warrants, and covenants that data used to train, test, or otherwise develop the AI System is not, and will not be, knowingly collected: (i) by circumventing any security protocols or other technological measures (e.g., circumventing a robots.txt file); (ii) in violation of a click-

through or other agreement; (iii) through theft or misappropriation; (iv) through a method that materially increases website latency or otherwise affects system performance or operation; or (iv) in violation or breach of any duty or obligation of confidentiality. Counterparty further represents, warrants, and covenants that the data used to train, test, or otherwise develop the AI System does not, and will not, include material non-public information (as defined under the securities laws of the United States or the corresponding laws of other jurisdictions) or personal information as to which there is no lawful basis for processing such data.

3.3. **Training Data Selection.** Counterparty represents, warrants, and covenants that the data used to train, test, or otherwise develop the AI System has been and will be selected reasonably in light of the AI System's expected use and intended purpose. Counterparty further represents, warrants, and covenants that such data is and will be: (i) relevant in light of the intended purpose of the AI System; (ii) free from inherent unfair bias that could impact the performance of the AI System; (iii) representative of the population and conditions in which the AI System is expected to be used; and (iv) complete and free of errors that would otherwise impact its expected utility.

3.4. **Provision of Information.** At GSK's request, for all AI Systems used or included in any Service and/or Deliverable, Counterparty will promptly provide written documentation to GSK that is sufficient to: (i) identify all such AI Systems; (ii) determine how GSK Data is processed by such AI Systems; (iii) explain how Counterparty ensures that any such AI Systems comply with applicable Law; (iv) allow programmers of reasonable skill and experience to operate the AI System; and (v) answer any other reasonable questions GSK may have regarding the AI System, or regarding the performance, development, monitoring, or security thereof.

4. COMPLIANCE WITH APPLICABLE LAW

4.1. **Assistance to GSK.** Counterparty will provide GSK with commercially reasonable assistance to enable GSK to comply with applicable Law in relation to its use of the AI System (or outputs thereof). Where the Deliverables are or include any AI System, this obligation will survive termination of this Agreement.

4.2. **Notification of Non-Compliance.** If the Counterparty becomes aware of any actual violations of applicable Law related to the use of any AI System that may impact Counterparty's provision of the Services and/or Deliverables to GSK, it will inform GSK immediately and take all commercially reasonable mitigation or remediation measures, as appropriate to remediate the risks, including suspending the use of the AI System. Counterparty will notify GSK of any such suspension as soon as possible and GSK will not be obligated to pay any Fees during any suspension of Services pursuant to this Section. Fees accrued thereafter will be prorated based on a percentage of the Service's downtime in connection with such suspension of the Services.

5. RISK MANAGEMENT

5.1. **Risk Management and Safety.** Counterparty will ensure that the AI System is reasonably designed, maintained, tested, and otherwise developed or deployed on an ongoing basis to ensure that: (i) the AI System is fit for its intended purpose, including with respect to its accuracy, robustness and security; (ii) the AI System operates and has policies and procedures in place in accordance with industry best practices and applicable Law; (iii) the AI System has guardrails in place, consistent with its intended purpose and expected use, to ensure that it does not produce offensive, harmful or inappropriate outputs, and that it will not harm the health and safety of any individual or their fundamental rights; and (iv) the AI System maintains and stores automatically generated logs that enable human review of outputs of the AI System so that any outputs or decisions of the AI System are explainable by Counterparty and by GSK.

5.2. **Risk Assessments.** Counterparty will conduct risk assessments on the requirements provided in the Risk Management and Safety clause at least annually and provide the results thereof to GSK at GSK's request.

Counterparty will also conduct risk assessments on any material changes to the AI System prior to the deployment of such changes.

5.3. **Human Oversight.** Counterparty will ensure that its use of the AI System in connection with the Agreement is subject to human oversight at a level that is reasonable in light of the expected use and intended purpose of the AI System.

5.4. **AI Discrimination.** Counterparty will ensure that – considering the expected use and intended purpose of the AI System, and subject to the direction of GSK – the AI System includes reasonable controls to prevent, detect and mitigate AI Discrimination. Counterparty will notify GSK of any reasonably likely risk of AI Discrimination in connection with the Services and/or Deliverables. Counterparty will notify GSK in writing immediately upon discovery of any known or reasonably likely occurrence of AI Discrimination in connection with the Services and/or Deliverables.

5.5. **AI Incidents.** Counterparty will report to GSK any actual or suspected AI Incident without delay, and in any event within 48 hours of the determination that an AI Incident has occurred. In consultation with GSK, Counterparty will take appropriate actions to resolve and remediate the AI Incident and will provide GSK with all reasonable assistance related to the same, including with completing notifications that may be required by applicable Law or at GSK's reasonable discretion.

5.6. **Compliance with this Schedule.** If, at any time, Counterparty becomes aware that any Services and/or Deliverables fails to satisfy the terms and conditions set forth in this Schedule, Counterparty will provide GSK with written notice as soon as possible, but in any event no later than 24 hours after becoming aware of such noncompliance.

RATE CARD SCHEDULE

Engagement and Marketing Services Rate Card

Sr No	Speciality	Views/Reach	Content Click/ Read	Activity/ Participation per HCP	Lead Generation
1	GP/CP	₹ 4.75	₹ 19.00	₹ 500.00	₹ 675.00
2	Paediatrics	₹ 5.70	₹ 23.75	₹ 1,000.00	₹ 1,125.00
3	Obs & Gynae	₹ 5.70	₹ 23.75	₹ 1,000.00	₹ 1,125.00
4	Dermatology	₹ 9.50	₹ 33.25	₹ 2,000.00	₹ 2,250.00
5	Ophthalmology	₹ 9.50	₹ 33.25	₹ 2,000.00	₹ 2,250.00
6	Diabetology	₹ 5.70	₹ 23.75	₹ 1,000.00	₹ 1,125.00
7	Orthopaedics	₹ 6.65	₹ 28.50	₹ 1,500.00	₹ 1,800.00
8	Cardiology	₹ 6.65	₹ 28.50	₹ 1,500.00	₹ 1,800.00
9	Internal Medicine	₹ 6.65	₹ 28.50	₹ 1,500.00	₹ 1,800.00
10	General Surgery	₹ 9.50	₹ 33.25	₹ 2,000.00	₹ 2,250.00
11	Pulmo/ Chest	₹ 9.50	₹ 33.25	₹ 2,000.00	₹ 2,250.00
12	Endocrinology	₹ 9.50	₹ 33.25	₹ 2,000.00	₹ 2,250.00
13	Psychiatry	₹ 11.40	₹ 38.00	₹ 2,500.00	₹ 2,700.00

14	Urology	₹ 11.40	₹ 38.00	₹ 2,500.00	₹ 2,700.00
15	Gastroenterology	₹ 11.40	₹ 38.00	₹ 2,500.00	₹ 2,700.00
16	Neurology	₹ 11.40	₹ 38.00	₹ 2,500.00	₹ 2,700.00
17	Critical Care	₹ 11.40	₹ 38.00	₹ 2,500.00	₹ 2,700.00
18	ENT	N/A	₹ 47.50	₹ 3,000.00	₹ 3,150.00
19	Oncology	N/A	₹ 47.50	₹ 3,000.00	₹ 3,150.00
20	Nephrology	N/A	₹ 47.50	₹ 3,000.00	₹ 3,150.00
21	Haematology	N/A	₹ 47.50	₹ 3,000.00	₹ 3,150.00
22	Rheumatology	N/A	₹ 47.50	₹ 3,000.00	₹ 3,150.00

Content Services Rate Card

Sr No	Content Type	Description	Price Starting from	TAT
1	MedWiki® Short Content	300-500 Words	₹ 23,750	3-5 Days
2	MedWiki® Long Content	500-1000 Words	₹ 33,250	5-10 Days
3	Digital LIVE CME Synopsis	200-500 Words	₹ 9,500	2 Days
4	Whitepapers/Article	1000-2000 Words	₹ 23,750	10-15 Days
5	Medical Blogs	300-500 Words	₹ 9,500	2 Days
6	Health News	300-500 Words	₹ 14,250	5 Days
7	Case Study/Summaries	TBD	₹ 31,500	TBD
8	Clinical Infographic	TBD	₹ 31,500	TBD
9	Speaker Recording/Video [Physical]	TBD	₹ 17,100	TBD
10	Speaker Recording/Video [Virtual]	TBD	₹ 6,650	TBD

PRICE SCHEDULE

Budget Summary (Pilot – 90 Days)

Category	Description	Cost (INR)
Platform Setup (One-Time)	Deployment of agreed modules (Brand brief submission, topic generation, Tag Manager, Citation & Workflow)	₹ 6,52,500
Platform Maintenance (3 Months)	Backend operations, uptime SLA, compliance scans	Included in pilot
Content Development (20 Pieces)	Manual drafting, anchoring, and tagging per client guidelines	Included in pilot
Total (Pilot Period)		**₹ 6,52,500**

FORM OF STATEMENT OF WORK SCHEDULE

1. BACKGROUND/PROJECT

Brief description of project	This pilot 90 days project aims to validate the Moment Marketing Intelligent Content Engine (MiCE) model — an AI-assisted, structured content generation and management platform. The pilot will demonstrate MiCE's capability to streamline topic discovery, content creation, compliance validation and approval workflows for GSK's medical content needs.
GSK cost centres to be charged	
Project objectives	• To establish an efficient and compliant digital content creation workflow. • To generate and finalize **20 non-branded, scientifically compliant content pieces** within 90 days. • To validate scalability and operational efficiency for future full-scale rollout. • To align the content generation process with GSK's compliance, governance and quality frameworks.
Project plan	• Phase 1 – Platform Setup: Configuration of modules for brief capture, topic discovery, citation and workflow management. • Phase 2 – Content Creation: Generation, tagging, and manual anchoring of 20 content pieces as per client guidelines. • Phase 3 – Review & Approval (Concurrent): Client review for scientific accuracy and compliance. • Phase 4 – Reporting & Closure: Final delivery, performance review and documentation of learnings for scale-up.

2. SERVICES AND DELIVERABLES

Services	• Platform setup and configuration of MiCE modules. • Content ideation, drafting, citation anchoring and metadata tagging. • Workflow management for review and approval cycles. • Platform support, uptime monitoring and grievance redressal. • Weekly progress reporting and performance analytics.
Deliverables	• 20 finalized content pieces aligned with GSK's medical and compliance requirements. • Configured MiCE platform instance for pilot use. • Weekly progress dashboards and summary reports. • End-of-pilot report with insights and recommendations for scale-up.
Specifications	• Duration: 90 days from pilot initiation. • Platform Uptime: Minimum 98% SLA.

Commented [SM4]: Not necessary to use this structure. This is simply a draft if not applicable please delete and use the SOW as per requirement. Business owner to details the project scope.

Commented [SM5]: **EXPLANATION:** Insert brief / high level description of any related project for background.

Commented [SM6]: **EXPLANATION:** This is useful for audit purposes.

Commented [SM7]: **EXPLANATION:** Optional: Only where there are related project objectives for the Services/Deliverables.

Commented [SM8]: **EXPLANATION:** Optional: Only where there is a related project plan for the Services/Deliverables.

	• Response Time: Critical issues ≤ 24 hrs; standard issues ≤ 48 hrs. • Ownership: Finalized content remains GSK's property post full payment; platform IP remains with CLIRNET. • Compliance: All content to follow APA/AMA citation styles and internal review protocols.
GSK dependencies	• Timely provision of brand briefs and review feedback. • Access to GSK's compliance and medical review teams. • Confirmation on preferred content formats and approval workflows. • Governance alignment and internal sign-off for pilot initiation.

3. PERSONNEL

GSK KEY CONTACT	COUNTERPARTY KEY PERSONNEL
[insert]	Bhojraj Kailash Singh – Director **Key Contact or Project Managers:** Md Yasser Siddiqui – Client Service Manager Pragati Mirasee – Client Service Lead

4. TIMESCALES

Counterparty will perform the Services and provide the Deliverables in accordance with the below timescales:

Description of Milestone/Deliverable	Performance/Delivery Date
Configuration of MiCE modules (brief capture, topic discovery, tagging, citation). Platform access is shared with GSK.	Weeks 1–2
Identification of relevant topics from validated medical sources and GSK confirmation of final list.	Weeks 2-3
Creation, anchoring, tagging and submission of first 10 content pieces for GSK review.	Weeks 4-7
Completion and submission of remaining 10 content pieces incorporating review learnings.	Weeks 8-11
Final review, approval of 20 content pieces and submission of pilot summary and insights.	Week 12 (Day 90)

5. COMPENSATION

5.1. In consideration for CLIRNET's proper performance under the SOW, GSK will pay Counterparty the Charges set out below in the designated currency. [Payment of the Charges is subject to successful completion or acceptance (as applicable) of the relevant Deliverable/milestone.]

MILESTONE/DELIVERABLE	AMOUNT	ESTIMATED DATE
20 finalized, compliant content pieces	INR 6,52,500	December 2025 to February 2026(Invoice will be raised post-delivery of content pieces)

5.2. **Time and materials.** Where Charges are based on time and materials, these will be in accordance with those set out in the statement of rates set out below, unless otherwise agreed to in writing by the parties:

[INSERT STATEMENT OF RATES]

5.3. **Travel and Expenses.** GSK will pay Counterparty the Expenses set out below, which have been agreed in advance by GSK:

DESCRIPTION OF EXPENSE	AMOUNT
[insert]	[insert]

MARKET RESEARCH SERVICES SCHEDULE

Commented [SM9]: Business Owner to delete if this is not applicable and revise it as per their project specifications.

1. DEFINITIONS

"Healthcare Professional" or **"HCP"** means an individual who in the course of their professional activities is authorised to prescribe, purchase, supply, administer or dispense medicines or medical devices.

"Honoraria" or **"Honorarium"** means cash, meals, gifts or other items of value (including reimbursed expenses) whether or not provided to the HCP directly.

2. MARKET RESEARCH SERVICES

2.1. **Obtaining information.** Upon engaging each market research respondent, Counterparty will disclose that they are collecting information on behalf of a third party and will identify GSK as the third party at the relevant time agreed between the parties. Other than approved Honoraria, Counterparty will not offer a reward, or any other quid pro-quo, in exchange for information. If applicable, Counterparty will also specify that they are not seeking disclosure of confidential information, and that responses should be limited to non-confidential information. In addition, Counterparty will not solicit, or obtain from any current or former employees or workers of any competitor of GSK, any commercially sensitive or confidential information relating to the competitor or its activities.

2.2. **Respondents' consent.** Counterparty will ensure that each respondent signs a consent form in advance of the survey. Counterparty will ensure that market research respondent consent forms clearly indicate, as applicable: (i) the controller or controllers of the Personal Information (as agreed between the parties); (ii) the purpose of the market research survey; (iii) the purpose for which respondent information will be used; (iv) that the respondent may withdraw their consent for processing their Personal Information at any time; (v) the recipients of the market research results; and (vi) any other information that the parties deem necessary to be given to the respondent. If agreed between the parties in an SOW, Counterparty will use GSK consent templates. If applicable, Counterparty will ensure that each respondent signs a consent form at the conclusion of the survey if the survey is recorded and GSK wishes to use such recording. Counterparty will be responsible for securing and maintaining all respondent consents for 1 year, unless otherwise directed by GSK or required by applicable Law.

2.3. **Recruiting lists.** Counterparty will ensure that appropriate consent has been obtained from or on behalf of any individual whose Personal Information is used for recruiting purposes in providing the Services.

2.4. **Engaging HCPs.** If a HCP not employed by Counterparty is required to perform any part of the Services, Counterparty will work with GSK to secure an appropriate agreement between GSK and the HCP. If GSK determines that a fair market value fee will be paid to a HCP, said fee will be processed directly by GSK or its appointed agency. In no event will Counterparty represent to a HCP that they will receive a certain fee prior to obtaining GSK approval; provide a HCP with any funds or other incentive; enter into an agreement directly with a HCP providing Services hereunder; or request that a HCP initiate work prior to executing an agreement with GSK.

2.5. **Honoraria payments.** Counterparty will only pay Honoraria that: (i) are based on fair market value; and (ii) do not exceed the amount specified in the relevant SOW.

2.6. **Transparency requirements.** GSK will inform Counterparty prior to the start of the Services if GSK is required to report any actual or promised transfer of value to an HCP. Where reportable, Counterparty will provide to GSK in a timely manner all relevant information required to be disclosed by applicable Law or GSK Policies. Counterparty will obtain all required consents from the HCP for the provision and publication of reportable information.

FORM OF STATEMENT OF WORK SCHEDULE

Commented [SM10]: Business owner to use this schedule if the scope is different from the previous scope. Business owner can include multiple scope under this MSA.

1. BACKGROUND/PROJECT

1.1. Brief description of project: [•]

1.2. SOW Term: [•]

1.3. GSK brand / asset/ category: [•]

1.4. Methodology, sample size, length: [•]

2. SERVICES AND DELIVERABLES

2.1. Services: [•]

2.2. Deliverables: [•]

2.3. Specifications: [•]

2.4. GSK dependencies: [•]

3. PERSONNEL

GSK KEY CONTACT	COUNTERPARTY KEY PERSONNEL
[insert]	[insert]

3.1. Subcontractors

SUBCONTRACTOR ENTITY DETAILS	OBLIGATIONS BEING SUBCONTRACTED
[insert]	[insert]

4. TIMESCALES

Counterparty will perform the Services and provide the Deliverables in accordance with the below timescales:

MILESTONE/DELIVERABLE	PERFORMANCE/DELIVERY DATE
[insert]	[insert]

5. KEY PERFORMANCE INDICATORS

5.1. **Performance.** Counterparty will at all times will achieve or exceed the KPIs set out in this clause and will measure and report its performance against the KPIs in the manner and timescales set out below.

KPI DESCRIPTION	[Insert a description of the KPI e.g. "Availability"]
KPI	[Insert the level of performance which Counterparty must achieve or exceed e.g. "Service available for use by GSK in accordance with the SOW 99.99% of the time"]
KPI CALCULATION	[Insert the calculation to be undertaken to arrive at the performance against the KPI e.g. "Number of minutes in a measurement period minus the number of minutes in a measurement period during which the Service is not available for use by GSK in accordance with the SOW all divided by number of minutes in a measurement period and the sum multiplied by 100".]
MEASUREMENT PERIOD	[Insert period of time across which performance against the KPI is measured e.g. "Calendar month"]
REPORTING	[Insert manner and timescales in which Counterparty should report its performance against the KPIs e.g. "Within 10 days of the end of each measurement period Counterparty should provide actual performance data to evidence its performance against the KPI"]

CALCULATION OF CREDITS	[Insert the level of credits payable for each KPI if the KPI is not achieved or exceeded e.g. "X% of Charges paid or payable in the relevant month"]

5.2. **KPI credits.** If Counterparty fails to achieve or exceed the KPIs against which credits are set out, Counterparty will deduct a sum equal to the credit from the next invoice it issues to GSK pursuant to the SOW, or if no future invoices are to be raised will refund a sum equal to the credit to GSK within 14 days of the credit being incurred. Such credits will operate as a mechanism to adjust the Charges to reflect the reduced performance due to Counterparty failing to meet the KPIs, are not liquidated damages, and are without prejudice to GSK's other rights and remedies.

6. COMPENSATION

6.1. In consideration for Counterparty's proper performance under the SOW, GSK will pay Counterparty the Charges set out below in the designated currency. [Payment of the Charges is subject to successful completion or acceptance (as applicable) of the relevant Deliverable/milestone.]

MILESTONE/DELIVERABLE	AMOUNT	ESTIMATED DATE
[insert]	[insert]	[insert]

6.2. **Time and materials.** Where Charges are based on time and materials, these will be in accordance with those set out in the statement of rates set out below, unless otherwise agreed to in writing by the parties:

[INSERT STATEMENT OF RATES]

6.3. **Travel and Expenses.** GSK will pay Counterparty the Expenses set out below, which have been agreed in advance by GSK:

DESCRIPTION OF EXPENSE	AMOUNT
[insert]	[insert]

7. HONORARIA

Jurisdiction: [insert]

RESPONDENT TYPE/SPECIALTY	NUMBER OF RESPONDENTS	HONORARIA PER RESPONDENT	SURVEY LENGTH	TOTAL VALUE OF HONORARIA
[Insert]	[Insert]	[Insert]	[Insert]	[Insert]

CONTENT AND CO-BRANDING:

Commented [SM11]: Internal: BO to retain this annexure only if this is applicable to their SOW, if not kindly ignore,

1. DEFINITIONS

"GSK Material" means information about GSK Products, as well as the internal process designs and workflows, content, materials, formats, logos, Trade Marks or service marks, or any documents containing such, provided by GSK to Counterparty for incorporation into any Deliverable, or for use in connection with a SOW, and all associated IPR.

"GSK Product" means an investigational or licensed medicinal product, consumer healthcare product, vaccine, biological product or device whether under development by, or manufactured, marketed, supplied or distributed by or on behalf of, any division or operating company of GSK.

"Healthcare Organisation" or **"HCO"** means a private or public sector organisation or association that is comprised of HCPs and/or that provides healthcare services and includes a clinic or medical practice consisting of one or more HCP.

"Healthcare Professional" or **"HCP"** means an individual who in the course of their professional activities is authorised to prescribe, purchase, supply, administer or dispense medicines or medical devices.

"Non-Promotional" or **"NP"** means the interaction and exchange of information between GSK and external communities in order to advance scientific and medical understanding including the appropriate development and use of GSK medicines and vaccines; the management of disease; and patient care and does not include Promotional content.

"Project" means Services to be provided by Counterparty and approved in writing by GSK through a SOW.

"Promotional" means type of Project whereby the content or materials developed or contained therein reference or imply a GSK pharmaceutical product or a pharmaceutical product that is competitive with a GSK pharmaceutical product and that has as at least one purpose the intent to promote, market, or positively portray a GSK pharmaceutical product. Promotional Projects conducted in a particular country are governed as Promotional by applicable Indian Laws relating to the marketing, distribution and sale of pharmaceutical products, and accordingly are required to be consistent with the "Prescribing Information" for that pharmaceutical product and to contain appropriate balancing safety information.

1. **THE ENGAGEMENT**

(a) The Disease Awareness materials ("Content") shall be prepared and approved by GSK.

(b) Health Care Organisation (HCO) is provided with its logo which shall be displayed on the Content, as appropriate and decided by the GSK and HCO from time to time.

(c) The engagement under the current Agreement doesn't include any promotional activity. The Content must be utilized solely for the purpose of increasing disease awareness.

(d) The Content shall be co-branded, i.e. GSK logo shall be affixed/displayed as applicable on the Content and Health Care Organisation logo shall be affixed/displayed on the Content, as appropriate.

2. **OBLIGATIONS OF HEALTH CARE ORGANISATION**

2.1. The ("Content") will be prepared by GSK and Health Care Organisation shall not make any additions/deletions/amendments to the Content, including the disclaimers contained thereunder. Health Care Organisation is strictly prohibited to make any kind of modifications to the Content either itself or through any other third party.

2.2. All material for the Content will acknowledge "Collaboration with Health Care Organisation" with GSK and the Health Care Organisation logo (in Exhibit A).

2.3. The Content provided under this Agreement is used through its own channels only and is not shared with any other third-party service provider under any circumstances whatsoever. Any broadcasting of the Content under this Agreement shall be strictly under the direct control and supervision of the Health Care Organisation and it shall not, either in part or whole, sub-contract the arrangement envisaged under this Agreement to any other third party whatsoever.

2.4. The Content will be prepared by GSK and Health & Wellness Service Provider shall not make any additions/deletions/amendments to the Content, including the disclaimers contained thereunder. The Health & Wellness Service Provider is strictly prohibited to make any kind of modifications to the Content either itself or through any other third party

2.5. Health Care Organisation represents and warrants that it shall not use the Content for any other purpose, other than as provided under this Agreement.

2.6. Health Care Organisation shall ensure that its obligations in respect of the Content are performed in a diligent and responsible way so as not to damage GSK or its corporate reputation.

2.7. Health Care Organisation represents and warrants that it has obtained such licenses, consents, approvals, orders, clearances, no-objection certificates etc. as may be required to display the Content through its channels.

2.8. Health Care Organisation are prohibited to use the Content that has not been approved by GSK.

2.9. The Health Care Organisation agrees and undertakes not to carry out any promotion or advertisement of "Shingrix" or disseminate any material with the word "Shingrix", either directly or indirectly whether in conjunction with the GSK logo or on a standalone basis using its own logo.

2.10. The Health Care Organisation shall monitor and place strict controls to prevent misuse of the Content.

2.11. The Health Care Organisation shall use the Content only for the audience/consumer it has been approved for by GSK.

2.12. The Health Care Organisation shall not distort the Content or mislead the consumer.

2.13. The Content shall be used in the exact form as provided by GSK. It shall not be used to abuse the trust of the consumers or exploit their lack of experience or knowledge.

2.14. The Health Care Organisation shall not use the Content with any brand name, logo, colour, layout and presentation associated with such goods, products or services whose advertisement is prohibited or restricted by applicable laws/industry codes of practice.

2.15. The Health Care Organisation shall ensure that its obligations in respect of the Content are performed in a diligent and responsible way so as not to damage GSK or its corporate reputation.

2.16. The Health Care Organisation represents and warrants that it shall not use the Content for any other purpose, other than as provided under this Agreement.

2.17. The Health Care Organisation represents and warrants that it has obtained such licenses, consents, approvals, orders, clearances, no-objection certificates etc. as may be required to display the Content through its channels.

2.18. The Health Care Organisation agrees and undertakes not to carry out any promotion or advertisement of "Shingrix" or disseminate any material with the word "Shingrix", either directly or indirectly whether in conjunction with the GSK logo or on a standalone basis using its own logo.

Commented [SM12]: Internal: business to use this in case of Shingrix business only.

2.19. Health Care Organisation and its personnel shall comply with all of the provisions of ANTI BRIBERY AND ANTI-CORRUPTION REQUIREMENTS ["GSK Policies"] including all attached appendices.(will vary basis the TPRM report)

Commented [SM13]: Internal: Business to include the brand logos as required as part of the co-branding agreement.

MEDICAL COMMUNICATIONS SERVICES SCHEDULE

Commented [SM14]: This again is a draft template, please use what is relevant to you and the rest can be deleted or ignored basis the business owner's scope.

2. DEFINITIONS

"GSK Material" means information about GSK Products, as well as the internal process designs and workflows, content, materials, formats, logos, Trade Marks or service marks, or any documents containing such, provided by GSK to Counterparty for incorporation into any Deliverable, or for use in connection with a SOW, and all associated IPR.

"GSK Product" means an investigational or licensed medicinal product, consumer healthcare product, vaccine, biological product or device whether under development by, or manufactured, marketed, supplied or distributed by or on behalf of, any division or operating company of GSK.

"Healthcare Organisation" or **"HCO"** means a private or public sector organisation or association that is comprised of HCPs and/or that provides healthcare services and includes a clinic or medical practice consisting of one or more HCP.

"Healthcare Professional" or **"HCP"** means an individual who in the course of their professional activities is authorised to prescribe, purchase, supply, administer or dispense medicines or medical devices.

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"Project" means Services to be provided by Counterparty and approved in writing by GSK through a SOW.

"Promotional" means type of Project whereby the content or materials developed or contained therein reference or imply a GSK pharmaceutical product or a pharmaceutical product that is competitive with a GSK pharmaceutical product and that has as at least one purpose the intent to promote, market, or positively portray a GSK pharmaceutical product. Promotional Projects conducted in a particular country are governed as Promotional by applicable Laws (such as those enforced by the FDA in the U.S.) relating to the marketing, distribution and sale of pharmaceutical products, and accordingly are required to be consistent with the "Prescribing Information" for that pharmaceutical product and to contain appropriate balancing safety information.

3. MEDICAL COMMUNICATIONS SERVICES AND DELIVERABLES

3.1. **Approved Vendors.** When requested by GSK, Counterparty will use GSK-preferred vendors in providing the Services.

3.2. **Status reports.** Counterparty will submit to the GSK contact specified in the applicable SOW on a regular basis, but in no event less frequently than once a month, a report as to the status, Counterparty Personnel hours worked, and Charges and Expenses incurred.

3.3. **GSK NP content approval process.** Counterparty will: (i) submit copy and layout for GSK approval in a format specified by GSK and based on and cited to scientifically sound references in accordance with GSK Policies; and (ii) certify compliance with all GSK NP content approval processes as communicated to Counterparty from time to time.

3.4. **Editorial rights.** Counterparty will: (i) review and edit all information intended for external audiences that it prepares or has prepared in connection with the Services; (ii) submit all such information to GSK for review and approval in accordance with GSK's required timeframes; and (iii) obtain written approval from GSK before distributing any printed materials in any form. GSK will have final control and must render final approval over any content intended for external audiences prior to its distribution. Absent prior written approval by GSK, Counterparty will not add to or modify in any way (including changing the proportions or prominence of any components) any content received from or approved by GSK.

3.5. **GSK Material.** GSK will be responsible for the accuracy, completeness and regulatory compliance of all GSK Material provided to Counterparty pursuant to any SOW. GSK represents and warrants that the GSK Material will not, when used in accordance with this the MSA, any SOW and any written instructions given by GSK, infringe third party IPR.

3.6. **Engaging HCPs.** If a HCP not employed by Counterparty is required to perform any part of the Services, Counterparty will work with GSK to secure an appropriate agreement between GSK and the HCP. If GSK determines that a fair market value fee will be paid to a HCP, said fee will be processed directly by GSK or its appointed agency. In no event will Counterparty represent to a HCP that they will receive a certain fee prior to obtaining GSK approval; provide a HCP with any funds or other incentive; enter into an agreement directly with a HCP providing Services hereunder; or request that a HCP initiate work prior to executing an agreement with GSK.

3.7. **Transparency requirements.** GSK will inform Counterparty prior to the start of the Services if GSK is required to report any actual or promised transfer of value to an HCP. Where reportable, Counterparty will provide to GSK in a timely manner all relevant information required to be disclosed by applicable Law or GSK Policies. Counterparty will obtain all required consents from the HCP for the provision and publication of reportable information.

3.8. **Training on GSK Policies.** GSK may require Counterparty Personnel to complete training on applicable GSK Policies from time to time. Upon request by GSK, Counterparty will ensure that all Counterparty Personnel certify their understanding of and agreement to follow GSK Policies. Counterparty will maintain adequate documentation that such training has been performed. Training costs and costs relating to the installation or migration of procedures, upgrades to software, or similar infrastructure changes will be borne solely by Counterparty unless otherwise authorised in writing by GSK.

4. OUTSIDE SERVICES

Counterparty will bill the following at cost, with no mark-up, to GSK: (i) consulting and subcontractors; (ii) freelancers (independent contractors hired from time-to-time by Counterparty on an as needed basis to work specifically on GSK Projects); and (iii) spokesperson fees and related expenses. All Counterparty freelancers will be identified by name in Counterparty's written proposal for each Project, along with the freelancer's hourly rate. In all cases GSK reserves the right to contract directly with a supplier for outside services, in which case, upon GSK's request, estimates of such costs will be included in the Counterparty's Project estimate for information only.

5. PROMOTIONAL/NP FIREWALL

5.1. **Core obligations.** Where Counterparty provides both Promotional and NP Services for GSK, Counterparty will implement firewall procedures to protect against any direct or indirect transmission of information, data or documents to Counterparty Personnel not authorised by GSK to receive such information. Where Counterparty provides NP Services to GSK, Counterparty will implement, to the satisfaction of GSK, firewall procedures to prevent: (i) any direct or indirect transmission of information relating to the NP Services to any Counterparty Affiliate that is providing Promotional services to GSK; and (ii) the provision of NP Services by any Personnel of any Affiliate or related company of Counterparty that is providing Promotional services to GSK. Counterparty's firewall procedures will be reviewed and approved by GSK prior to implementation and will be incorporated into this Agreement by reference. Counterparty will implement policies and procedures to ensure its compliance with this provision, including but not limited to performance of a yearly services review, and will obtain a written commitment from impacted Personnel to abide by the obligations set out in this clause. Failure by Counterparty to comply with the terms of this clause will constitute a material breach of the Agreement.

5.2. **Document return or destruction.** Counterparty will, as soon as practicable after receipt of a written request of GSK to that effect, but in any event not later than one calendar month, destroy or return to GSK all NP Documents including but not limited to all copies, rewrites, notes, extracts or other duplications (both electronic and non-electronic) thereof. Such return will not affect Counterparty's confidentiality obligations under the terms of the MSA or SOW. In case of destruction, Counterparty will confirm such destruction in writing to GSK.

FORM OF STATEMENT OF WORK SCHEDULE

Commented [SM15]: Template for more scope of work

1. BACKGROUND/PROJECT

1.1. Brief description of project: [•]

1.2. SOW Term: [•]

2. SERVICES AND DELIVERABLES

2.1. Services: [•]

2.2. Deliverables: [•]

2.3. Specifications: [•]

2.4. GSK dependencies: [•]

3. PERSONNEL

GSK KEY CONTACT	COUNTERPARTY KEY PERSONNEL
[insert]	[insert]

3.1. Subcontractors

SUBCONTRACTOR ENTITY DETAILS	OBLIGATIONS BEING SUBCONTRACTED
[insert]	[insert]

4. TIMESCALES

Counterparty will perform the Services and provide the Deliverables in accordance with the below timescales:

MILESTONE/DELIVERABLE	PERFORMANCE/DELIVERY DATE
[insert]	[insert]

5. KEY PERFORMANCE INDICATORS

5.1. **Performance.** Counterparty will at all times will achieve or exceed the KPIs set out in this clause and will measure and report its performance against the KPIs in the manner and timescales set out below.

KPI DESCRIPTION	[Insert a description of the KPI e.g. "Availability"]
KPI	[Insert the level of performance which Counterparty must achieve or exceed e.g. "Service available for use by GSK in accordance with the SOW 99.99% of the time"]
KPI CALCULATION	[Insert the calculation to be undertaken to arrive at the performance against the KPI e.g. "Number of minutes in a measurement period minus the number of minutes in a measurement period during which the Service is not available for use by GSK in accordance with the SOW all divided by number of minutes in a measurement period and the sum multiplied by 100".]
MEASUREMENT PERIOD	[Insert period of time across which performance against the KPI is measured e.g. "Calendar month"]
REPORTING	[Insert manner and timescales in which Counterparty should report its performance against the KPIs e.g. "Within 10 days of the end of each measurement period Counterparty should provide actual performance data to evidence its performance against the KPI"]

CALCULATION OF CREDITS	[Insert the level of credits payable for each KPI if the KPI is not achieved or exceeded e.g. "X% of Charges paid or payable in the relevant month"]

5.2. **KPI credits.** If Counterparty fails to achieve or exceed the KPIs against which credits are set out, Counterparty will deduct a sum equal to the credit from the next invoice it issues to GSK pursuant to the SOW, or if no future invoices are to be raised will refund a sum equal to the credit to GSK within 14 days of the credit being incurred. Such credits will operate as a mechanism to adjust the Charges to reflect the reduced performance due to Counterparty failing to meet the KPIs, are not liquidated damages, and are without prejudice to GSK's other rights and remedies.

6. COMPENSATION

6.1. In consideration for Counterparty's proper performance under the SOW, GSK will pay Counterparty the Charges set out below in the designated currency. [Payment of the Charges is subject to successful completion or acceptance (as applicable) of the relevant Deliverable/milestone.]

MILESTONE/DELIVERABLE	AMOUNT	ESTIMATED DATE
[insert]	[insert]	[insert]

6.2. **Time and materials.** Where Charges are based on time and materials, these will be in accordance with those set out in the statement of rates set out below, unless otherwise agreed to in writing by the parties:

[INSERT STATEMENT OF RATES]

6.3. **Travel and Expenses.** GSK will pay Counterparty the Expenses set out below, which have been agreed in advance by GSK:

DESCRIPTION OF EXPENSE	AMOUNT
[insert]	[insert]

RECRUITMENT SERVICES SCHEDULE

Commented [SM16]: Same as the comment above, delete in case it is not applicable to your project or expectation.

1. RECRUITMENT SERVICES

1.1. **Pre-screening.** Counterparty agrees to pre-screen all candidates and will provide GSK with a written report of this pre-screening, including an outline of the candidate's experience, assessment of fitness for the position, and any issues relevant to their recruitment, along with a copy of the candidate's curriculum vitae or resume. Counterparty will not conduct a background check on any candidate.

1.2. **Referrals.** Counterparty will follow up all oral referrals of potential candidates with a written candidate profile or resume. Oral referrals will include the name of the GSK authorised representative who approved the referral, and the approval date. Notwithstanding the requirement for the execution of a SOW, if Counterparty submits a candidate's profile or resume to GSK on a speculative basis (where Counterparty has not been instructed orally or in writing of the availability of a role by GSK) and GSK hires that candidate, Counterparty will not be eligible to receive a fee unless a fee is agreed in writing by an authorised GSK source prior to receiving the candidate information from Counterparty. If a mutual interest is expressed between GSK and a potential candidate, Counterparty will not introduce such candidate to another company for a period of 1 month unless otherwise agreed by the GSK recruitment account manager. If GSK takes no further action in relation to the candidate after this period, Counterparty will notify GSK before introducing the candidate to another company. Counterparty will not introduce any candidate to another company during an active interviewing and hiring process. If GSK rejects a candidate offered by Counterparty during the interviewing process, and the candidate is not resubmitted within 6 months for consideration on other searches, Counterparty will not be considered eligible or entitled to a professional retained fee if GSK hire such candidate at a later date in another capacity.

2. PLACEMENT WARRANTY

For a period of 1 year ("Warranty Period") from the date a candidate's employment starts with GSK, Counterparty warrants the candidate's placement. If an employee placed by Counterparty leaves GSK for any reason or their employment is terminated by GSK for any performance related issue during the Warranty Period, Counterparty will provide GSK with a refund or credit of all or a portion of the Charges for the relevant placement within 30 days of receipt of written notification of the warranty claim. GSK may defer its right to reimbursement of all or a portion of the Charges if the parties agree on a timeframe for finding a suitable replacement. If Counterparty refuses or is unable to find a suitable replacement for the departing employee within the agreed timeframe, Counterparty will provide GSK with a refund or credit of all or a portion of the Charges. If Counterparty finds a suitable replacement for the departing employee within the agreed timeframe, Counterparty will retain the Charges related to the departing employee (and receive no Charges for the replacement employee) and warrant the employment of the replacement employee for 1 year from the date the replacement employee's employment starts.

3. ADDITIONAL REQUIREMENTS

3.1. **Equal human resources opportunities.** Counterparty represents and warrants that it is an equal opportunity employer and does not and will not discriminate against any employee or applicant for employment or potential candidate for employment with GSK based on race, religion, colour, sex, sexual orientation, age, disability or national origin; and will make every reasonable effort to refer qualified candidates regardless of race, religion, colour, sex, sexual orientation, age, disability or national origin.

3.2. **Right to work.** Counterparty will ensure that none of its agreements with Counterparty Personnel contains provisions which would prevent Counterparty Personnel from accepting permanent positions within GSK or assignments with other suppliers to provide services to GSK.

FORM OF STATEMENT OF WORK SCHEDULE

Commented [SM17]: Please note every service type has a statement of work defined. If this is not in line with your project expectation, please feel free to revise.

1. BACKGROUND/PROJECT

1.1. Brief description of project: [•]

1.2. SOW Term: [•]

2. SERVICES AND DELIVERABLES

2.1. Services: [•]

2.2. Deliverables: [•]

2.3. Specifications: [•]

2.4. GSK dependencies: [•]

3. PERSONNEL

GSK KEY CONTACT	COUNTERPARTY KEY PERSONNEL
[insert]	[insert]

3.1. Subcontractors

SUBCONTRACTOR ENTITY DETAILS	OBLIGATIONS BEING SUBCONTRACTED
[insert]	[insert]

4. TIMESCALES

Counterparty will perform the Services and provide the Deliverables in accordance with the below timescales:

MILESTONE/DELIVERABLE	PERFORMANCE/DELIVERY DATE
[insert]	[insert]

5. KEY PERFORMANCE INDICATORS

5.1. **Performance.** Counterparty will at all times will achieve or exceed the KPIs set out in this clause and will measure and report its performance against the KPIs in the manner and timescales set out below.

KPI DESCRIPTION	[Insert a description of the KPI e.g. "Availability"]
KPI	[Insert the level of performance which Counterparty must achieve or exceed e.g. "Service available for use by GSK in accordance with the SOW 99.99% of the time"]
KPI CALCULATION	[Insert the calculation to be undertaken to arrive at the performance against the KPI e.g. "Number of minutes in a measurement period minus the number of minutes in a measurement period during which the Service is not available for use by GSK in accordance with the SOW all divided by number of minutes in a measurement period and the sum multiplied by 100".]
MEASUREMENT PERIOD	[Insert period of time across which performance against the KPI is measured e.g. "Calendar month"]
REPORTING	[Insert manner and timescales in which Counterparty should report its performance against the KPIs e.g. "Within 10 days of the end of each measurement period Counterparty should provide actual performance data to evidence its performance against the KPI"]

CALCULATION OF CREDITS	[Insert the level of credits payable for each KPI if the KPI is not achieved or exceeded e.g. "X% of Prices paid or payable in the relevant month"]

5.2. **KPI credits.** If Counterparty fails to achieve or exceed the KPIs against which credits are set out, Counterparty will deduct a sum equal to the credit from the next invoice it issues to GSK pursuant to the SOW, or if no future invoices are to be raised will refund a sum equal to the credit to GSK within 14 days of the credit being incurred. Such credits will operate as a mechanism to adjust the Price to reflect the reduced performance due to Counterparty failing to meet the KPIs, are not liquidated damages, and are without prejudice to GSK's other rights and remedies.

6. COMPENSATION

6.4. In consideration for Counterparty's proper performance under the SOW, GSK will pay Counterparty the Prices set out below in the designated currency. [Payment of the Price is subject to successful completion or acceptance (as applicable) of the relevant Deliverable/milestone.]

MILESTONE/DELIVERABLE	AMOUNT	ESTIMATED DATE
[insert]	[insert]	[insert]

6.5. **Time and materials.** Where Price is based on time and materials, these will be in accordance with those set out in the statement of rates set out below, unless otherwise agreed to in writing by the parties:

[INSERT STATEMENT OF RATES]

6.6. **Travel and Expenses.** GSK will pay Counterparty the Expenses set out below, which have been agreed in advance by GSK:

DESCRIPTION OF EXPENSE	AMOUNT
[insert]	[insert]