

TERMS AND CONDITIONS - 2018 GSK VACCINES HACKATHON

Hackathon. In the January 2018, GlaxoSmithKline Biologicals SA, a company with registered office at 89 Rue de l'Institut, 1330 Rixensart Belgium ("GSK Vaccines"), intends to organize a hackathon with the working title "Hack Days: TECH IT Easy & Hack" (the "Hackathon"). For the organisation and management of the Hackathon GSK Vaccines has engaged BeMyApp SAS, a company with registered office at 18 boulevard Michelet, 13008, Marseille, France ("BMA").

The objective of the Hackathon is to address a number of challenges to improve GSK employees' daily work with apps that leverage digital technologies (each a "Challenge"). To this purpose, candidate participants (each a "Candidate") are invited to submit a pitch for a potential solution to one or more Challenges (each a "Solution"). The pitch will be processed via an online platform operated by BMA or its designate. A limited number of Candidates will be selected to participate in an off-site hackathon session in January 2018 organized on behalf of GSK Vaccines, in Belgium, where the Candidates will work on their Solution, potentially with the support of established technology companies (each a "Sponsor").

Eligibility. The Hackathon is open to companies or individuals selected by BMA. Determination of eligibility and compliance, as well as selection of a Solution for further participation in the Hackathon and the winning Solutions (if any), is at the sole discretion of GSK Vaccines (or a jury appointed by GSK Vaccines).

Travel and expenses. All costs and expenses other than those listed below, including, but not limited to, transportation, transfers, mini-bar, insurance, gratuities, souvenirs, etc. are the sole responsibility of the Candidates. Notwithstanding the foregoing, GSK Vaccines will foresee standard meals and beverages, as well as basic accommodation, for those selected to participate in the off-site section of the Hackathon.

Confidentiality. For the purpose of these terms and conditions, "Confidential Information" means any technical, scientific, trade, research, manufacturing, or commercial information, code, results, data or Intellectual Property (as defined below) disclosed at the Hackathon on behalf of GSK Vaccines, BMA, a Sponsor or a Candidate which is marked or otherwise identified as "confidential" or with a similar designation or, if it is not, which a reasonable person would recognise as information that should be treated as confidential without being marked or otherwise identified as "confidential" or with a similar designation; but always excluding any of the foregoing for which the Candidate can demonstrate that either (i) it was in its possession prior to the Hackathon and is not covered under separate a confidentiality obligation; (ii) it has become generally available to the public other than through breach of a confidentiality obligation; (iii) it was received by it on a non-confidential basis from a third party, provided that the third party had the right to disclose it; (iv) it was developed by the it independently of any disclosure hereunder; or (v) its disclosure is required by applicable law or by an instruction or request from a competent authority.

The Candidate shall ensure that it and its representatives at the Hackathon shall (i) not without the prior written approval of the disclosing party use or disclose Confidential Information other than for the Hackathon and other than to individuals attending the Hackathon (ii) not without the prior written approval of the disclosing party use such Confidential Information directly or indirectly for the prosecution, defense or maintenance of Intellectual Property and (iii) apply the level of care to prevent any unauthorised use or disclosure of the Confidential Information as is generally expected to be taken by a diligent technology company.

Intellectual Property. For the purpose of these terms and conditions, "Intellectual Property" means any and all rights and privileges in inventions, discoveries, findings, advances, technical information, Confidential Information, other proprietary information, know-how, data or technology (each whether or not patentable), trade names, domain names, brand names, product names, corporate names, logos and trade dress (and the goodwill of any business symbolized thereby), images, works of authorship (including, as the case may be, computer applications, programs, software, files, compilations, databases, documentation and related items), including any patents, patent applications, trademarks, service marks, copyrights, registered designs, database rights, design rights for any of the above, and any similar intellectual property right recognized from time to time in any jurisdiction, as well as any and all registrations, applications, recordings and other legal protections to the foregoing.

The Candidate represents and warrants that (i) each Solution (including any further development thereof during the Hackathon, or deliverable in connection therewith) is and will remain the Candidate's own original work (or that of its employees, contractors, agents or representatives), and that (ii) the Candidate has obtained and will continue

to obtain all proprietary title and interest in the Intellectual Property with regard to any Solution, including any element thereof, such as source code, and (iii) a Solution (including any further development thereof during the Hackathon, or deliverable in connection therewith) and the use thereof in accordance with these terms and conditions does not and will not infringe the Intellectual Property of any third party. Any open source code or software, must be clearly identified with their version, the terms of the applicable license and any other details regarding their use. The Candidate understands that this information is taken into account in the eligibility or winner assessment. Solutions may be subject to a due diligence review at any time for eligibility and compliance with these terms and conditions.

Subject to these terms and conditions, Intellectual Property in a Solution shall remain vested in the applicable Candidate. GSK Vaccines, BMA and the Sponsors must require limited rights from each Candidate to organize the Hackathon and for subsequent publicity purposes. As such each Candidate grants GSK Vaccines, BMA and the Sponsors an irrevocable, royalty-free, fully paid up worldwide right and license to use the Solution in connection with this Hackathon.

The Candidate also acknowledges that (i) the use of information in the unaided memories of a representative of GSK Vaccines, BMA or a Sponsor, in the development or deployment of products or services, will not create liability for GSK Vaccines, BMA or a Sponsor under these terms and conditions or any applicable laws; (ii) a third party may produce similar ideas or concepts during the Hackathon. You also acknowledge and agree that GSK Vaccines, BMA and the Sponsors, companies with a strong reputation for innovation, may be working on similar ideas independently whether now or in the future; (iii) no Candidate will any receive any compensation or credit for use of the Solution in accordance with these terms and conditions or applicable laws, other than what is described in these terms and conditions or as is required by applicable laws; and (iv) the disclosure, by GSK Vaccines, BMA or a Sponsor, to a Candidate or its representatives, of any technical, scientific, trade, research, manufacturing, or commercial information, code, results or data will not be considered as the grant of a license to use the same other than for the Hackathon or as the transfer of any Intellectual Property right or license therein.

Solution selection, development and implementation. The Hackathon will end by GSK Vaccines' announcement regarding the selection (or not) , at GSK Vaccines' sole discretion (or that of a jury designated by GSK Vaccines), of any Solutions of GSK Vaccines wishes to implement the development plan from prototype to minimum viable product, with a maximum budget of €25,000.00 (twenty-five thousand euros) per selected Solution (which will include costs of further retaining a Sponsor's services, as well as any third party licensing costs). Such selection (if any) shall constitute the prize for the winning Candidate(s). Candidate(s) whose Solutions have been selected for further development shall, if and when invited by GSK Vaccines, enter into good faith discussions to put in place a contract for the further development of the Solution, whereby GSK Vaccines and its affiliates, agents, contractors and business partners must at least be granted the perpetual, irrevocable and non-exclusive right and license, at no additional cost or royalty, to use, develop, apply or otherwise exploit the Solution anywhere in the world.

Publicity. The Candidate consents to the use of its name, photo and/or likeness, biographical information, entry and statements attributed to it, as well as the Solutions and any information in connection therewith, for any advertising and promotional purposes, including without limitation, inclusion in GSK Vaccines' or BMA's newsletters, websites, and any social media accounts without additional compensation. The Candidate represents and warrants that it has obtained and will maintain the same of its representatives at the Hackathon, with regard to their names, photos, likeness, biographical information, entries and statements.

Compliance: Anti-corruption and anti-bribery. The Candidate shall comply fully at all times with all applicable law, including but not limited to anti-corruption laws and the regulations and reasonable instructions applicable to the physical and online environment in which the Hackathon takes place. No Candidate shall, in connection with the Hackathon, 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 a party in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to government officials to secure or expedite a routine or necessary action to which we are legally entitled.

Other provisions. GSK Vaccines nor BMA is responsible for (i) late, lost, damaged, incomplete, or misdirected entries, responses, or other correspondence, whether by email or otherwise; (ii) theft, misuse, misappropriation, destruction, unauthorized access to or alterations of any Candidate's Solutions, information, data, results, property (including any intellectual property) or interest by another Candidate or third party, or any other misconduct, fault or negligence of another Candidate or third party; or (iii) electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties. To the extent allowed by law, GSK Vaccines nor BMA shall be liable for any indirect or incidental damages (including loss of use, data, business or profits) arising out of or in connection with the Hackathon, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not GSK Vaccines or BMA has been advised of the possibility of such loss or damage.

GSK Vaccines reserves the right to, in its sole discretion, (i) change the Hackathon, including its scope or purpose and/or (ii) establish further rules for the Hackathon or (iii) suspend or cancel the Hackathon, or the participation of any Candidate.

If any provision(s) of these terms and conditions should be illegal or unenforceable in any respect, the legality and enforceability of the remaining provisions contained in it shall not be affected. These terms and conditions are governed by the laws of Belgium. Any dispute arising under them shall be settled before the courts of Brussels, Belgium. When executed, these terms and conditions shall constitute an original instrument, notwithstanding any electronic transmission, storage and printing of copies of these terms and conditions from computers or printers. For clarity, signatures transmitted via .pdf shall be treated as original signatures.

By signing below, the Candidate identified below accepts these terms and conditions for the Hackathon.

Candidate (write individual's name or legal entity name and form, address and country of residence/registered office):

Luis Akakpo

101, Avenue Paul Deschanel

1030 Bruxelles

Belgique

Herein duly represented by:

Name: **Luis Akakpo**

Title: **None**

Date: **12/01/18**

Signature:

