February 7, 2022

FUNDACIÓN PÚBLICA ANDALUZA PARA LA GESTIÓN DE LA INVESTIGACIÓN EN SALUD DE SEVILLA

[redacted]

Regarding: Protocol entitled "Survey of Antibiotic Resistance (SOAR): Antibacterial resistance among *Streptococcus pneumoniae* , and *Haemophilus influenzae* in Europe, Africa, Asia, Latin-America and the Middle-East"; Protocol Number 207965.

Dear Dr. Pascual Hernández

IHMA Europe Sàrl, Rte. de l'Ile-au-Bois 1A, 1870 Monthey/VS Switzerland [IHMA] has been contracted by GlaxoSmithKline LLC (GSK) to coordinate and perform activities related to a microbiological study sponsored by GSK or its affiliate GlaxoSmithKline Research & Development [redacted] (Sponsor) in accordance with the above referenced Protocol (hereinafter, the Study). IHMA has engaged FUNDACIÓN PÚBLICA ANDALUZA PARA LA GESTIÓN DE LA INVESTIGACIÓN EN SALUD DE SEVILLA (FISEVI) with a place of business [redacted] and Dr.Alvaro Pascual with a place of business [redacted] (Investigator) to participate in the Study. IHMA and Institution and/or Investigator agree to enter into this letter agreement (Agreement) to provide for the terms and conditions of the conduct of the Study.

A. CONDUCT OF THE STUDY

1. In accordance with the Protocol, Institution and Investigator will collect key respiratory pathogens (*Streptococcus pneumoniae* and *Haemophilus influenzae*) isolated from adult and pediatric patients with community-acquired respiratory tract infections. All isolates must be consecutively collected from clinical specimens, e.g. sputum, broncho-alveolar lavage, tracheal aspirate, middle ear effusion (not ear swab), sinus aspirate, which are routinely collected and tested in Institution's laboratory. Institution will save and store collected isolates as required by the Protocol before being shipped to a central microbiology laboratory, IHMA Europe Sàrl (IHMA), for MIC testing.

2. As required by the Protocol, the Institution and/or the Investigator have been selected by GSK or their designee and completed a Laboratory Feasibility Questionnaire (LFQ). The Institution and/or Investigator acknowledges to conduct this Study in strict compliance with the Protocol, any and all applicable laws, regulations and guidelines, regulatory requirements, good laboratory practice (GLP) adopted by regulatory authorities and any other relevant professional standards (Applicable Law).

3. Institution will comply with all applicable laws, rules, regulations and codes of practice and guidance relating to the identification, collection, storage, use, shipping, and disposal of

[redacted]

bacterial isolates in the conduct of the Study, and with respect to any microbial material from the Study retained in Institution's possession. Institution agrees that any pathogen collected as part of the Study conduct that are transferred to IHMA or a IHMA contractor, or held by Institution for Sponsor, shall be owned by Sponsor.

4. Sponsor may seek to publish the Study results in the searchable, peer reviewed scientific literature in the form of a publication or presentation of Study results generated by the Institution and/or Investigator ("Primary Publication") or in the case of a multicenter Study, from all Study sites (a "Multicenter Publication") following completion of the Study at all Study sites. Sponsor shall coordinate any such Primary Publication or Multicenter Publication. Any participation of Investigator or other representatives of Institution as a named author of this Primary Publication or Multicenter Publication will be determined in accordance with the International Committee of Medical Journal Editors (ICMJE) Uniform Requirements for Manuscripts, including, without limitation, the criteria for authorship outlined in the Protocol. Institution/Investigator agree to adhere to the deadlines communicated by Sponsor to Institution and/or Investigator during the review period of the Study reports and draft manuscripts; late or non-response may result in the exclusion of Investigator as a named author as outlined in the Protocol.

5. Institution and its employees and agents, including Investigator shall not, without the prior written consent of Sponsor, disclose to any third party or use for any purpose other than in the fulfillment of their respective obligations hereunder or as otherwise permitted by this Agreement, any (i) data, records or other information disclosed to Institution and its Study Staff, including Investigator by or on behalf of Sponsor under this Agreement, including by IHMA, regarding the Study, including the Protocol; or (ii) the Study Data (hereinafter, collectively ("Sponsor Confidential Information"), which by appropriate marking, is identified as confidential and proprietary at the time of disclosure; or if disclosed orally, is identified in a marked writing within thirty (30) days as being confidential. Sponsor and/or IHMA as applicable will make reasonable efforts to mark Sponsor Confidential Information as confidential however the extent such markings are not practicable, then in the absence of written markings, Sponsor Confidential Information disclosed (written or verbal) that a reasonable person familiar with the Study would consider it to be confidential from the context or circumstances of disclosure shall be deemed as such. Such Information shall remain the confidential and proprietary property of Sponsor and shall be disclosed only to the Institution and its employees or agents on a "need to know" basis, including Investigator.

6. All documents, protocols, data, know-how, methods, operations, formulas and Sponsor's Confidential Information provided to the Institution and/or the Investigator pursuant to this Agreement (Background IP) are and shall remain Sponsor's property.

7. Institution will notify Sponsor, promptly and in writing, of any Arising IP (defined below), whether patentable or not, and will supply Sponsor with copies of the Study results. All Study results shall vest in Sponsor. Institution will assign and cause Investigator and Study staff to assign to Sponsor and/or to Sponsor's affiliates any and all rights and interest they may have in the Study results, including, without limitation, all copyright interests in any Primary Publication or Multicenter Publication each without additional consideration from Sponsor. If Sponsor requests, Institution will execute and will cause Investigator and Study Staff to execute any instruments or testify as Sponsor deems necessary for Sponsor and Sponsor's affiliates to draft, file, and prosecute patent applications, defend patents, or to otherwise protect Sponsor's interest in Arising IP. Sponsor will reimburse Institution for reasonable and necessary expenses incurred. For the purpose of this paragraph 7, Arising IP is defined as

any discovery, development, invention (whether patentable or not), modification, improvement, formula, process, composition of matter, formulation, use, method of use or delivery, specification, computer program or model and related documentation, know-how (including all technical information, both secret and non-secret), trade secret, or work of authorship together with all translations, adaptations, derivations and combinations thereof and all documentation, specifications, drawings, graphics, databases, recordings and other copyrightable works made by Institution or Investigator (a) in connection with the Study; or (b) which incorporate Sponsor Confidential Information.

8. The Institution/Investigator shall not use the Sponsor's name or the name of any party hereto in connection with any advertising or promotion of any product or service without the prior written permission of the Sponsor. Usage of the name of the mentioned Institution/Investigator in conjunction with any publication(s) or presentation(s) pertaining to the data, specimens or materials submitted to without further consent unless permission is specifically denied in writing.

9. This Agreement will become effective upon the date it is fully executed by all parties and shall continue in effect for and shall continue until the completion of all Study-related tasks required by the Protocol or this Agreement unless sooner terminated.

10. IHMA may terminate this Agreement with or without cause immediately upon written notice to Institution and/or Investigator. Notice by IHMA or Sponsor that the Study is terminated shall also constitute effective notice of termination of this Agreement.

11. Institution and Investigator shall perform services under this Agreement only as an independent contractor, and nothing contained herein shall be construed to be inconsistent with that relationship or status. Institution and Investigator, and their respective employees, and consultants shall not be considered employees or agents of Sponsor or IHMA and, as such, shall not be entitled to any benefits available to employees of Sponsor or IHMA. This Agreement shall not constitute, create, or in any way be interpreted as, a joint venture, partnership, or business organization of any kind.

12. Each party shall be liable for its own negligence, willful misconduct and any other acts or omissions under this Agreement.

13. Authorized representatives of IHMA and Sponsor, upon reasonable advance notice and at mutually agreeable times during regular business hours, shall have the right to inspect the Institution's facilities used in the conduct of the Study and to inspect and copy all redacted records relating to the Study (including, without limitation, access to records as necessary for study monitoring the conduct of the Study in accordance with IHMA/Sponsor standards). IHMA and Sponsor will maintain the confidentiality of any subject-identifiable medical records.

14. If, in accordance with good laboratory practice as adopted byregulatory authorities, Sponsor, or IHMA standards, the facilities are determined not to be adequate for the proper conduct of the Study, and the Institution does not remedy such inadequacies within a reasonable period of being notified of such inadequacy, then Sponsor/IHMA may at their sole discretion, refuse to commence or decide to discontinue the Study, and terminate this Agreement.

15. If any governmental or regulatory authority notifies Institution that it will inspect Institution's records, facilities, equipment, or procedures, or otherwise take action related to the Study,

Institution shall cooperate with the authority, promptly notify IHMA and Sponsor, provide Sponsor with copies of any reports issued by the authority, and allow Sponsor to review and comment on any Institution response.

16. Institution represents to the best of its knowledge, that in connection with this Agreement, it respects the human rights of its staff and does not employ child labor, forced labor, unsafe working conditions, discrimination of protected characteristic or cruel or abusive disciplinary practices in the workplace; and that it pays each employee at least the minimum wage, provides each employee with all legally mandated benefits, and complies with the applicable laws on working hours and employment rights in the countries in which it operates. Institution shall be respectful of its employee's right to freedom of association, and Institution shall encourage compliance with these standards by any supplier of goods or services that it uses in performing its obligations under this Agreement.

17. Institution shall make records regarding the Study as required by the Protocol, Applicable Law, and in accordance with Institution's standard procedures. Institution will retain such records for the longer period of Applicable Law or Institution's archiving standards OR five (5) years from the date of Study

18. Both parties shall comply with all Applicable Law relating to the Study, including without limitation all Applicable Law relating to the privacy and security of Personal Information. For the purpose of this paragraph 18, Personal Information is defined as any information or set of information relating to a person that identifies such person or could reasonably be used to identify such person.

19. Upon the occurrence of any event that could reasonably be expected to compromise the security of Personal Information or GSK Confidential Information or upon discovering any suspected or actual unauthorized disclosure, loss or theft of Personal Information or Sponsor Confidential Information (Data Security Breach), Institution and/or Investigator will, without undue delay, notify Sponsor by email to [redacted] Institution and/or Investigator will reasonably assist and cooperate with Sponsor with items required to fully investigate and resolve any such incidents and provide information necessary to provide required notifications. Institution agrees to take such remedial actions as Institution and Sponsor mutually agree is warranted.

[redacted]

B. PAYMENT SCHEDULE

1. In full consideration for the services of the Institution, Investigator, and all support personnel, and for all resources provided by the same for the Study, IHMA agrees to pay to the payee designated in paragraph 4 below for the work rendered in completing the study according to the Protocol. Payment of these expenses and fees will be made according to the terms outlined below. Investigator and Institution acknowledge that IHMA is the recipient of Services described in this Agreement and, for the avoidance of any doubt, that SPONSOR is not the recipient of Services described in this Agreement.

2. As a contributing Institution/Investigator to Protocol referenced above, the Institution/Investigator agrees to collect and ship 100 isolates each of *H. influenzae* and 100 isolates of *S. pneumoniae*. Compensation for time and effort will be based upon industry fair market value in the specific country per viable study isolate (26.76 EUR, *including the overhead)* Payment, as an investigator fee, will be made after data analysis and based on the total number of viable and correctly identified isolates collected as confirmed by IHMA and upon receipt of the corresponding invoice. It is expected (subject to getting timely approvals) that isolates that have been collected between September 2019 and September 2021 can be included in the Study. Isolates provided, but collected outside of this period may not receive compensation.

3. In exceptional circumstances and upon written approval, an agreement may be reached to collect additional isolates, i.e. in excess of 200 referred to above.

4. Payment to Institution/Investigator represents bona *fide fair* market value (FMV) compensation for all work to be performed under this Agreement.

5. Payments shall be made by IHMA and shall be paid within sixty (60) days of receipt, review and approval of an original invoice. Invoice can only be issued by Institution/ Investigator once number of viable and correctly identified isolates collected is confirmed by IHMA.

Invoices

Please send original, correct and itemized invoices to the following address:

Preferred

IHMA Europe Sàrl

[redacted]

All invoices must contain the following information:

(a) Protocol Number
(b) Invoice Number
(c) Invoice Date
(d) Place, Date & Description of Services Provided
(e) IHMA Project Number
(f) Total amount payable

[redacted]

(g) Exchange rate used (where applicable)
(h) Investigator Name
(i) Site Number
(j) Payee Name and Address (per this Agreement)
(k) IHMA Address listed above

Invoices and associated documentation should be de-identified of Study Subject personal information (e.g. name, date of birth, initials, etc.) prior to being submitted to IHMA.

The parties agree that the payee designated below is the proper payee for this Agreement, and that payments under this Agreement will be made only to the following payee:

Payee	Payee Details
Protocol Number	207965
Site Number	ESP 81750
Payee Name	FISEVI
Payee Address	[redacted]
Address Line 2	
Address Line 3	
Province/State/Country	[redacted]
City	[redacted]
Postal Code	[redacted]
Country	Spain
Payee Contact	[redacted]
Payee Contact Phone Number	[redacted]
Remittance E-mail Address	[redacted]
General Finance contract e-mail address if different from above	
NPI	
Tax ID (VAT/GST Registration/TIN/SSN)	[redacted]
Bank Account Holder Name	
Bank Account Number	[redacted]
IBAN (International Bank Account Number)	[redacted]
Bank Name	[redacted]
Bank Number	
Bank Branch Number	
Bank Identification Code	[redacted]
Bank Type	

Institution shall have sixty (60) days from the receipt of the final payment under this Agreement to identify discrepancies and resolve any payment disputes with IHMA, discrepancies and invoices identified after this time will not be reimbursed.

[redacted]

All fees and expenses in this Section B are exclusive of VAT or any applicable tax. All payments are subject to withholding tax as applicable.

Institution and Investigator agree that Sponsor or its affiliates may make public specific information such as, without limitation, the services provided by Institution and Investigator, the name and address of Institution and Investigator, and details of any payment or benefit in kind made to or for the benefit of Institution and Investigator pursuant to this Agreement. By signing this Agreement, Institution and Investigator agree to Sponsor or its affiliates publicly disclosing such information as required under any applicable laws or industry codes of practice or GSK policy.

C. ANTI-BRIBERY AND ANTI-CORRUPTION

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

2. Institution and/or Investigator will inform Sponsor in writing, if, during the course of this Agreement, it is convicted of or pleads guilty to a criminal offense involving fraud or corruption, or becomes the subject of any government investigation for such offenses, or is listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs.

3. Sponsor shall be entitled to terminate this Agreement immediately on written notice to Institution and Investigator if Institution or Investigator fails to perform its/his/her obligations in accordance with this Section C. Institution and Investigator shall have no claim against Sponsor for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Section C.

IHMA represents that Sponsor has granted IHMA written authority to bind Sponsor to the Sponsor obligations expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands in duplicate with the intention that this be a binding agreement as provided herein.

IHMA Europe Sàrl

[redacted]

FUNDACIÓN PÚBLICA ANDALUZA PARA LA GESTIÓN DE LA INVESTIGACIÓN EN SALUD DE SEVILLA

[redacted]

Investigator accepts his/her obligations and consents to the disclosure of his/her name.

ALVARO PASCUAL

[redacted]

By: _

Name

Title:

Date:

[redacted]