1. **Definitions**

For the purposes of the Agreement, the following terms shall be defined as follows:

- "**Affiliate**" means any corporation or other entity which controls, is controlled by, or is under common control with a party to this Agreement or any successor entity. A corporation or other entity shall be deemed to control another corporation or entity if (i) it owns, directly or indirectly, greater than fifty percent (50%) of the voting shares or other interest, (ii) has the power to elect more than half the directors, of such other corporation or entity, or (iii) has the ability, via contract or otherwise to direct the affairs of such other corporation or entity;

- "**Security Breach**" means any actual or suspected unauthorised disclosure, loss or theft of Confidential Information.

- "**Disclosing Party**" means GSK and or its Affiliates.

- "**Laws**" means all laws, regulations, statute or ordinances applicable to the Receiving Party’s performance of its obligations under the Agreement.

- "**Receiving Party**" means EE and its Affiliates.

2. **Agreed Purpose**

For the limited **Purpose** of presentation and discussion on 6 selected abstracts and posters with External speakers who are under contract to present at pre-arranged GSK organized meetings.
### 3. **Confidential Information**

<table>
<thead>
<tr>
<th>Study/Topic</th>
<th>Speaker/Institution</th>
</tr>
</thead>
</table>
| CAPTAIN: evaluating the role of adding LAMA vs increasing ICS in patients inadequately controlled on ICS/LABA | Professor Alberto Papi  
University of Ferrara, Italy |
| CAPTAIN: identifying the right inhaled therapy for patients inadequately controlled on ICS/LABA based on treatable traits | Professor Ian Pavord  
University of Oxford, UK |
| INTREPID study: Once-daily single-inhaler fluticasone furoate/umeclidinium/vilanterol vs multiple-inhaler triple therapy; sub-analysis by prior medication strata | Professor David Halpin  
University of Exeter, UK |
| Characterising patients with COPD by baseline short-acting B2-agonist (SABA) use: A post hoc analysis of the EMAX trial | Professor Edward Kerwin  
Allergy and Asthma Center of Southern Oregon, US |
| Inhaled corticosteroid (ICS) induced metabolome changes in asthmatics | Professor Dave Singh  
University of Manchester, UK |
| Continued long-term mepolizumab in severe eosinophilic asthma protects from asthma worsening versus stopping mepolizumab: COMET trial | Dr Neil Martin  
Glenfield Hospital, Leicester, UK and  
Global Medical Affairs Leader, GSK |
| Add-on Mepolizumab for Chronic Rhinosinusitis with Nasal Polyps: SYNAPSE Study | Professor Martin Wagenmann  
Universitätsklinikum Düsseldorf, Germany |
| Mepolizumab improves lung function under real-world settings in REALITI-A study | Dr Florence Schleich  
CHU Sart-Tilman, Liège, Belgium |

### 4. **Maintenance of Confidentiality; Non-Use Obligations; Security Breach**

#### 4.1 Receiving Party shall hold the Confidential Information disclosed to it in confidence and shall use the Confidential Information only for the Agreed Purpose. The confidentiality obligations shall apply to all forms of Confidential Information, regardless of how transmitted or conveyed including, but not limited to writings, images, and verbal exchanges.

#### 4.2 Disclosing Party will use reasonable efforts to mark its Confidential Information as "Confidential." In the event that Confidential Information is disclosed and not so marked, the Receiving Party agrees to treat such information as confidential to the extent that a reasonable person would consider such information to be confidential given the content and circumstances of the disclosure.

#### 4.3 The Receiving Party shall implement and maintain reasonable safeguards (i.e. physical protection) including, on request, encryption to protect Confidential
Information from accidental loss, damage, alteration, disclosure or destruction.

4.4 Receiving Party shall not make use of the Confidential Information disclosed to it other than for the Agreed Purpose, nor disclose the Confidential Information except to such of its officers, employees, Affiliates agents, representatives and consultants to whom disclosure is necessary for the Agreed Purpose and who are bound by confidentiality obligations substantially similar to those contained in the Agreement.

4.5 Reporting Security Breaches. Upon discovering a suspected or actual Security Breach, the Receiving Party will promptly notify the Disclosing Party in accordance with the Notices section below.

4.6 The Receiving Party shall not use mobile phones or any other device to take images of the Receiving Parties Confidential Information.

4.7 Nothing in the Agreement shall give rise to a confidentiality obligation on the part of GSK or its Affiliates.

5. Excluded Information

5.1 Confidentiality and non-use obligations shall not apply to the following as established by reasonable, written proof:

i) information which at the time of disclosure is in the public domain; or
ii) information which, after its disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement; or
iii) information which the Receiving Party can establish was in its possession prior to disclosure or was subsequently and independently developed by employees of or on behalf of the Receiving Party without use, direct or indirect, of information required to be held confidential hereunder, or who had no knowledge of the Confidential Information disclosed; or
iv) information which the Receiving Party shall receive from a third party, provided however that the third party has the legal right to disclose the information to the Receiving Party, free of any confidentiality obligation.

6. Notification of Mandatory Disclosure

Notwithstanding any provision to the contrary, if the Receiving Party becomes obligated by Law to disclose any Confidential Information to third party, the Receiving Party shall immediately to the extent permissible notify Disclosing Party of such a requirement so that the Disclosing Party may seek an appropriate protective order or other remedy to narrow the scope of such requirement and or waive Receiving Party’s compliance with the provision of this Agreement.

7. Term of Obligation

This Agreement is made effective on the Effective Date and shall remain in effect until 10 September 2020.

8. Ownership

All Confidential Information is and shall remain the property of the Disclosing Party. Neither
the Agreement nor any disclosure hereunder shall be deemed to vest in the Receiving Party any license or ownership rights to the Confidential Information or under any Confidential Information or inventions, patents, know-how, trade secrets, trademarks or copyrights owned or controlled by the Disclosing Party or its Affiliates.

9. **Compliance with Applicable Law**

Receiving Party shall comply with all Laws applicable to the performance of its obligations under the Agreement. To the extent not prohibited by Law, Receiving Party will promptly notify Disclosing Party in writing of any investigation or inquiry into whether Receiving Party may have failed to comply with the Laws in relation to performance under this Agreement.

10. **Return of the Confidential Information**

Upon completion of the Agreed Purpose, a Receiving Party shall cease all use of the Confidential Information, and shall upon request, at the Disclosing Party's cost, promptly return to the Disclosing Party all of the Confidential Information (including copies thereof), which is in tangible form (including electronic imaging), or certify that all such Confidential Information has been destroyed, except that the Receiving Party shall be permitted to retain one (1) copy of the Confidential Information so that any continuing obligations may be determined.

11. **Use of Parties' Names**

Neither party may use the other’s name, trademarks or in any other way identify the other party in any other way identify any other Party without the other party's prior written consent.

12. **No Other Obligation**

Nothing in the Agreement or the disclosure of Confidential Information shall be construed, by implication or otherwise, as an obligation to enter into any further agreement.

13. **Warranties**

Except as expressly stated in the Agreement, neither Party makes any express or implied warranty or representation concerning the Confidential Information, including the accuracy or completeness of the Confidential Information.

14. **Notices**

14.1 Notices given under this Agreement, except for notices for Security Breaches, shall be given in writing, by registered mail or commercial courier, to the Party's addresses below. Notice shall be effective upon receipt.

14.2 Upon the discovery of any event that could reasonably be expected to compromise the security of GSK Confidential Information or upon discovering any suspected or actual Security Breach of GSK's Confidential Information, Sian Feller will send an e-mail to csir@gsk.com (with electronic receipt requested) notifying GSK promptly, Sian Feller shall work with GSK in good faith to identify a root cause and remediate any Security Breach.

14.3 A Party may change its address details for receipt of notices by notice to the other
Party. Such change shall take effect on [Business Day] after that notice is deemed received pursuant to this Clause.

14.4 A notice given under this Agreement is not valid if sent by e-mail with the exception of notices for Security Breaches. However, this is not intended to prohibit the use of e-mail for day to day operational communications between the Parties or their Affiliates.

14.5 All notices should be sent to the following address:

Sian Feller
sian.e.feller@gsk.com

15. Remedies for Breach

The Parties agree that should the Agreement be breached, money damages would be an inadequate remedy. Accordingly, the non-breaching party shall be entitled to seek, and a court of competent jurisdiction may grant, specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall be in addition to all other remedies available to the non-breaching party at law or in equity.

16. Assignment

This Agreement shall not be assigned by any Party without the prior written consent of the other Party, which consent may be withheld in the other Party’s sole discretion. Any assignment without such consent shall be void; provided, however, that any Party may without such consent assign this Agreement to an Affiliate; and provided further, that either Party may without such consent assign this Agreement in connection with the sale or transfer of all or substantially all of its business related to the subject matter of the Agreed Purpose or in connection with a merger or other consolidation with another entity upon giving written notice to the other Party.

17. Amendment and Variation

The Agreement may not be amended, modified, or released except in writing signed by each of the Parties.

18. Severability

If any provision(s) of this Agreement should be illegal or unenforceable in any respect, the legality and enforceability of the remaining provisions contained in it shall not be affected and the Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Agreement may be maintained.

19. Entire Agreement

This Agreement contains the full and complete understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior representations and understandings, whether oral or written. No course of dealing or usage of trade shall be used to modify the terms of this Agreement.
20. Waiver

Any delay in enforcing a Party's rights under this Agreement or any notice of waiver (only effective if in writing and signed) as to a particular default or other matter shall not constitute a waiver of such Party's rights with regard to the future enforcement of its rights under this Agreement.

21. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the Laws of England & Wales without reference to conflict of law principles.

Any, matter, dispute or legal action arising out of or in connection with this Agreement, whether contractual or non-contractual shall be brought in a court having jurisdiction in England.

22. Counterparts

22.1 This Agreement may be signed in counterparts each executed by at least one or more of the Parties. Each counterpart will be an original and all counterparts taken together will constitute one instrument.

22.2 This Agreement shall become effective only after each party has executed and delivered its counterpart to the other Party.

22.3 An executed counterpart of this Agreement (the entire Agreement, not just a signature page) may be delivered by e-mail (in PDF or other agreed format).

SIGNATURE PAGE TO FOLLOW
This Agreement has been entered into:

For and on behalf of GlaxoSmithKline Services Unlimited by:

Name: Sian Feller

Title: Head of External Engagement

Email: sian.e.feller@gsk.com

Signature:

Date: May 18 2020