

GSK FUNDING AGREEMENT

This GSK Funding Agreement ("**Agreement**") will be valid as of the date of last signature by the Parties and effective upon the publication date in the Register of Contracts (as defined in Clause 8.2 below) ("**Effective Date**") by and between **GlaxoSmithKline Biologicals SA** with registered offices at rue de l'Institut 89, 1330 Rixensart, Belgium, registered with the Legal Entity Register under number 0440.872.918 ("**GSK**") and **Institute of Microbiology of the Czech Academy of Sciences**, having offices at Videnska 1083, 14200, Praha, Czech Republic ("**Organization**"). As a condition of receiving the Funding for the Purpose, GSK and Organization (each referred to as a "**Party**" and collectively as the "**Parties**") agree to abide by all terms and conditions of this Agreement.

1. Funding and Purpose

- 1.1 The Parties agree that GSK will provide 20,000 EUR incl. Czech VAT (twenty thousand Euros) ("**Funding**") to the Organization to support the 14th International Bordetella Symposium, to be held from June 24, 2024 to June 28, 2024 at the Congress Center of the Czech Academy of Sciences in Praha, Czech Republic ("**Activity**"). The Funding will be allocated to logistic costs only (Conference ctr room, audio-visual, equipment, posterboards on-site web, graphic services, etc.), as further detailed in Exhibit A and as set out in Clause 1.2 below ("**Purpose**").
- 1.2 The Parties acknowledge and agree that the provision of Funding is in response to an unsolicited request from the Organization and that it will serve to support access to knowledge and/or education in life sciences and health care and to foster progress in the prevention, treatment or management of a disease and not for any other purpose or activity.
- 1.3 Payment will be made in accordance with the terms set out in Exhibit A attached to this Agreement.
- 1.4 Organization has offered other third parties, besides GSK, the opportunity to support the Activity. GSK's understanding is that it does not expect and will not receive any service, benefit or privilege in return for the Funding and in any event, GSK recognises that it may receive a minimal benefit, as would be provided by the Organization to other third parties that provide similar Funding.

2. General Terms

- 2.1 Organization confirms that the value of the Funding taken together with other support from GSK will be no more than twenty-five percent (25%) of the annual revenue of the Organization.
- 2.2 GSK's Funding pursuant to this Agreement shall not be passed in whole or in part, directly or indirectly, to any third party as a rebate or discount for the purchase of GSK products.
- 2.3 Organization acknowledges that it either perceives no actual or potential conflict of interest regarding the Funding, or that it has disclosed any such conflict of interest to GSK and has resolved it through Organization's normal conflict clearance and disclosure process.
- 2.4 Organization acknowledges that GSK is not providing the Funding in any way to promote or reward the selection, prescription, recommendation, favouring,

dispensing, use, purchase or reimbursement of GSK products, or to gain any other commercial advantage.

- 2.5 Organization understands and agrees that GSK shall have no influence or involvement in the content, organisation or preparation of any activities related to the Activity or in the selection of any participants, individual beneficiaries or awardees involved in the Activity. For sake of clarity, the names of the individual beneficiaries of GSK's Funding will only be disclosed to GSK if requested by GSK and only after the completion of the Activity, in accordance with Organization's reporting obligations under Clause 5.1.
- 2.6 Organization shall be responsible for all funded activities which shall be conducted by the Organization and its authorised subcontractors, employees and agents it deems appropriate.
- 2.7 Organization shall be responsible and pay for any taxes or other charges, including but not limited to any applicable value added taxes in respect of the Funding.
- 2.8 Organization represents and warrants that the Funding shall only be used for the Purpose and no other purpose, and that the Funding will not be used for expenses incurred before the effective Date nor for activities that occurred in the past, without GSK's prior approval.

3. Use of Funds

- 3.1 Organization agrees that the Purpose must not include entertainment, recreation or lavish accommodations or benefits that are disproportionate to the Activity.
- 3.2 Organization shall ensure that any travel, accommodation or meals which will be provided to participants during the Activity, if permitted under applicable laws, regulations and codes of practices, are incidental and secondary to the scientific activities and discussions. Travel, accommodation and meals that may be perceived as lavish or extravagant are expressly prohibited. GSK reserves the right to terminate this Agreement in the event that GSK, in its reasonable opinion, considers that such incidental transfers of value are disproportionate or otherwise affect, or may be perceived to affect, the scientific credibility of the Activity or GSK's corporate reputation.
- 3.3 In the event that the Activity, or any part thereof, is cancelled prior to completion, Organization shall return the Funding amount, or any unused portion thereof, to GSK within thirty (30) days of such cancellation.
- 3.4 In the event that the Activity is completed but the amount paid to Organization exceeds the actual amount incurred by Organization for the Activity, or the parts thereof that GSK agreed to fund, Organization agrees to refund the excess amount to GSK within ninety (90) days of the termination or expiration of the Activity.
- 3.5 Organization agrees that neither Organization nor its speakers shall in any way promote, stimulate or suggest off-label use of any GSK or third party product. In general, GSK reserves the right to terminate this Agreement and to request a total refund of any Funding paid to Organization in the event Organization breaches its aforementioned obligations.

4. Terms applicable to Government Officials, External Expert with Influence on GSK Business and to US and French Healthcare Professionals

4.1 No payments made by GSK pursuant to this Agreement may be used for the benefit of any Government Official or External Experts with Influence on GSK's Business ("EEiBs"). This limitation includes but is not limited to the provision or reimbursement of travel and accommodation (including meals), honorarium, per diem allowance, salary and benefits.

4.2 For the purpose of this Agreement, "**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: (a) any officer or employee of a government or any department, agency or instrumentality of a government (which includes public enterprises, and entities owned or controlled by the state); (b) any officer or employee of a public international organisation such as the World Bank or United Nations; (c) any officer or employee of a political party, or any candidate for public office; (d) 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; and/or; (e) any person acting in an official capacity for or on behalf of any of the above.

For the purpose of this Agreement, (i) members of advisory boards that make recommendations to government related to the use of GSK products and other business operations, (ii) members of formulary committees for government hospitals or other state-owned entities, (iii) individuals who make purchasing decisions for government hospitals or other state owned entities and (iv) individuals who have responsibility for allocating or influencing government funds, shall also be considered as Government Officials under this Agreement.

Government Official shall 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.

For the sake of clarity, individuals who are employed by, or receive payment from, a government-owned or funded hospital, clinic, university or other healthcare organisation where they are acting solely in their capacity as experts (e.g. HCPs prescribing, administering and supplying medicines), shall not be considered as Government Officials for the purpose of this Agreement.

For the avoidance of any doubt, **EEiBs (External Expert with Influence on GSK's Business)** shall mean designated external experts or close family members of external experts who have an actual or perceived influence that impacts GSK's business when they make or influence public (government) or private decisions on the approval, recommendation, prescription or use of GSK's medicines while sitting on advisory boards, formulary or purchasing committees, guideline committees (non-exhaustive list). This applies at the local, state, national or international level.

4.3 No payments made by GSK pursuant to this Agreement may be used for the benefit of any Healthcare Professional licensed to practice in the United States of America or in France, or employed in the United States of America or in France. For purposes of this Agreement, "**Healthcare Professional**" is defined as any individual who is authorized to prescribe, purchase, supply, administer or dispense medicines, vaccines or medical devices. This payment limitation includes but is not limited to

the provision or reimbursement of travel and accommodation (including meals), honorarium, per diem allowance, salary and benefits.

5. Additional Terms

5.1 Organization shall provide to GSK within twelve (12) weeks of the completion of the Activity and by 20 September 2024 at the latest, a summary and financial report covering the Activity and Purpose.

The report(s) must consist into a summary and financial report in a format substantially similar to the form attached hereto as Exhibit C, which shall include a final agenda or description of the Activity, a summary of the income and expenditures for the Purpose and an audit worthy itemisation and documentation of the use of the Funding. This obligation survives expiry of this Agreement.

5.2 Organization shall make every reasonable effort to ensure that:

- i) data regarding GSK's authorised product(s), or their competing products, are objectively selected and presented with a balanced view that is without commercial bias for or against such products and, to the extent possible, there is meaningful disclosure of limitations on data, e.g. ongoing research, interim analysis, preliminary data or unsupported opinion;
- ii) any discussion of product(s) will be balanced, objective and based on scientific methods generally accepted in the medical community;
- iii) there are meaningful opportunities for questioning or scientific debate.

5.3 The venue has appropriate conference facilities which are clearly separated from any entertainment, sports, tourist or leisure facilities.

6. Compliance with Applicable Laws

6.1 During the term of and in the performance of its obligations under this Agreement, each Party and its subcontractors, employees, and agents shall fully comply with all applicable laws, governmental regulations, including but not limited to anti-corruption laws and any industry codes and guidances. Organization's activities shall comply with all applicable laws and regulations including any activity(ies) engaged in through expenditures by Organization or through arrangements with third parties. No Party is authorised to take any action in the name of or otherwise on behalf of the other party which would violate any of the foregoing.

6.2 Organization agrees that the Funding will not be used to influence any actions in relation with GSK's business. Further, Organization agrees that it has not, and covenants that it will not, 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 Organization or GSK in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to Government Officials to secure or expedite a routine or necessary action to which we are legally entitled.

- 6.3 Organization shall inform GSK in writing, if, during the course of this Agreement, it is convicted of or pleads guilty to a criminal offence 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.
- 6.4 Organization represents and warrants that except as disclosed to GSK in writing prior to the commencement of this Agreement: (1) none of their significant shareholders (>25% shareholding) or senior management have influence over GSK's business; (2) no significant shareholders (>25% shareholding), members of senior management team, members of the Board of Directors, or key individuals who will be responsible for the provision of goods / services, are currently or have been in the past two years a Government Official with actual or perceived influence which could affect GSK business; (3) it is not aware of any immediate relatives (e.g. spouse, parents, children or siblings) of the persons listed in the previous subclause (2) 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; (4) it does not have any other interest which directly or indirectly conflicts with its proper and ethical performance of this Agreement; and (5) it shall maintain arm's length relations with all third parties with which it deals for or on behalf of GSK in performance of this Agreement. Organisation shall inform GSK in writing at the earliest possible opportunity of any conflict of interest as described in this Clause 6.4 that arises during the performance of this Agreement.
- 6.5 Organization shall ensure that all transactions under the Agreement are properly and accurately recorded in all material respects on its books and records and each document upon which entries such books and records are based is complete and accurate in all material respects. Organization must maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-books accounts.
- 6.6 Organization agrees that in the event that GSK believes that there has been a possible violation of the terms of this Agreement, GSK may make full disclosure of such belief and related information at any time and for any reason to any competent government bodies and its agencies, and to whomsoever GSK determines in good faith has a legitimate need to know.

7. Transparency

- 7.1 GSK or its affiliates may be required by applicable laws, industry codes of practice, or GSK policy to disclose specific information about the Funding such as, without limitation, the amount and Purpose of the Funding and the name and address of Organization. By signing this Agreement, Organization agrees to GSK or its affiliated companies publicly disclosing such information as required under any applicable laws, industry codes of practice, or GSK policy. To facilitate this process, Organization shall complete Exhibit B attached to this agreement when executing this Agreement
- 7.2 Organization agrees that it will publicly disclose the Funding in a meaningful way as determined by the Organization.
- 7.3 Organization also agrees that GSK will report information about the Funding to public authorities in accordance with applicable laws and regulations.

- 7.4 Organization shall require every Faculty Member, as defined below, to disclose all financial interest or other financial relationship with GSK or the manufacturers/promoters of products or providers of services discussed by such Faculty Member as part of the Activity. This shall include (without limitation) specifically identifying for the Activity audience or editors all instances where Faculty Member has acted as GSK advisory board members, GSK consultants, GSK speakers, or recipients of research grants from GSK.

For the purpose of this Clause, “**Faculty Member**” shall mean presenters, speakers, authors, moderators, chairpersons and planning committee personnel.

8. Publicity

- 8.1 As part of Organization’s disclosure obligation set out in the Transparency Clause above, GSK grants Organization a non-exclusive license to use and display the GSK name and logo solely for the purpose of disclosing GSK’s Funding. Organization will register with GSK and strictly follow the guidelines regarding the use of GSK’s logo included therewith (<https://www.gskbrandhub.com/>). Save as set out in this Clause Organization shall not have the right to use in any way the commercial or trade name, trademark(s), service mark(s), logos, or other property of GSK without GSK’s prior written consent. The GSK name and logo are and shall remain exclusively the property of GSK.
- 8.2 The Parties acknowledge that this Agreement is subject to obligatory publication under the Czech Act No. 340/2015 Coll., on Special Conditions of Effect of certain Contracts, Publication of these Contracts and on the Register of Contracts (Act on the Register of Contracts) and shall become legally binding upon the Organization only upon such publication in the Register of Contracts. The Parties have agreed that prior to publication of this Agreement, the Organization will remove or black out any and all provisions of this Agreement designated by the Parties as confidential information and provide the redacted Agreement to GSK for approval. The Parties have agreed that the following provisions are considered confidential, and the Organization is therefore obliged to black them out: (*).

9. Confidentiality

Organization agrees to keep confidential and not disclose, duplicate, use or permit the use of any GSK confidential or commercially sensitive information of which Organization may become aware. Organization shall indemnify GSK in respect of Losses (as defined in the Clause on indemnification) arising from any wrongful use or disclosure of any such information relating to GSK obtained pursuant to this Agreement.

10. Data Privacy

- 10.1 GSK holds certain information about the Organization and Organization representative, such as contact information, which GSK may share with its affiliated companies in conformity with the provisions of Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 and any other applicable Data Privacy laws and regulations. This information may be held or processed by GSK, its affiliated companies and selected third party suppliers anywhere in the world, to the extent necessary for the purposes described in this Agreement. GSK will

make every effort to protect this information from loss or unauthorised use or disclosure, including in countries outside of the European Economic Area where legal standards for the protection of personal information may be different from those that apply within the European Economic Area. Organization agrees to the holding, processing, transfer and use of its information as set out in this Agreement. The data controller is GSK.

- 10.2 In case Organization discloses to GSK certain personal data from the participants to the Activity (including without limitation attendees, speakers, moderators, personnel) as part of Organization's reporting obligations under Clause 5.1, Organization will be the data controller with respect to such data and GSK will be the data processor.

11. Indemnification

GSK shall not be in any way liable or responsible for any events, damages, costs, losses or claims of any kind ("**Losses**") that may arise because of the activities linked or connected with the Activity and or this Agreement. In addition to any other remedies which may be available to GSK by law or under this Agreement, Organization shall indemnify, defend and hold GSK, its officers, directors, agents and employees harmless from and against all Losses arising out of or in connection with (a) this Agreement, including any breach by Organization of any obligation, warranty, representation, promise or undertaking made by Organization under this Agreement, or (b) any negligence or wilful misconduct by Organization.

12. Liability

The liability of the Parties to each other under this Agreement (save in respect of Clause 11) is governed by the following terms:

- 12.1 Neither Party shall be liable to the other under this Agreement for any indirect or consequential loss.
- 12.2 Neither Party shall under any circumstances be liable to the other under this Agreement for any loss of profits, anticipated profits, savings, business or opportunity.
- 12.3 The exclusions and limitation of liability set out above do not apply to:
- i) liability arising from (i) death or injury to persons or property that was caused in whole or part by or (ii) any allegation that death or injury to persons or property was caused in whole or part by either (A) the negligence of that Party or any of its affiliated companies, subcontractors, suppliers or employees while acting in the course of their employment, or (B) any breach of the terms of this Agreement by that Party or any of its employees while acting in the course of their employment;
 - ii) liability arising as a result of fraud;
 - iii) any claim or fine relating to a breach of data protection law;
 - iv) liability arising as a result of a breach of the confidentiality restrictions under this Agreement;
 - v) a repudiatory breach of this Agreement by either Party; and
 - vi) anything else which cannot be excluded or limited by law, to which no limit applies.

13. Records, Inspection and Audit

GSK shall have the right during the terms of this Agreement to conduct an audit of Organization's activities under this Agreement to monitor compliance with the terms of this Agreement. In particular, Organization agrees that GSK has the right to conduct a review of the Organization's use of the Funding through a formal audit or a request for a certification (which may be in a form specified by GSK), past and current year reports or audited financial statements of the Organization, if available, to ensure it was consistent with the declared Purpose and also that GSK's limits for the provision of the Funding is not exceeded. Subject to Clause 5.1 of the Agreement, at GSK's request, Organization shall provide to GSK proper and audit worthy itemisation and documentation on the use of the Funding. Organization shall cooperate fully with such audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of GSK.

14. Notices

- 14.1 Notices given under this Agreement, shall be given in writing, by registered post or commercial courier, to the Party's addresses below. Notice shall be effective from receipt.
- 14.2 A Party may change its address details for receipt of notices by notice to the other Party.
- 14.3 All notices shall be sent to the following address:

If to GSK:

Contact Name	[REDACTED]
Contact Email	[REDACTED]
Contact Address	Rue de l'Institut 89
Contact City	Rixensart
Contact Post Code	1330
Contact Country	Belgium

If to Organization:

Contact Name	[REDACTED]
Contact Email	[REDACTED]
Contact Address	MBU AV ČR, Vídeňská 1083
Contact City	Praha 4
Contact Post Code	142 20
Contact Country	Czech Republic

15. Term and Termination

This Agreement shall commence on the Effective Date and shall expire on 29 June 2024. Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other. GSK shall be entitled to terminate this Agreement immediately on written notice to Organization if Organization breaches the terms of this Agreement or fails to perform its obligations under this Agreement. For clarity purposes neither Party shall have any claim against the other Party for termination of the Agreement, except that GSK may claim reimbursement of the Funding amount or any portion thereof not yet reasonably committed by the Organization at the time of such termination either by GSK or by the Organization.

The Organization, in case of termination by a Force Majeure Event as defined below, shall return to GSK any of the Funding amount paid by GSK which have not yet been spent by the Organization in connection with its Activity and any parts of the Funding amount which have not yet been paid by GSK to the Organization before such a termination will not be due by GSK.

To the extent that portions of the Funding paid by GSK have already been spent by the Organization, Organization will provide to GSK a detailed accounting report of all irrecoverable amounts within thirty (30) days of termination of the Agreement.

16. Force Majeure

No Party shall be held responsible or liable for any failure to perform its obligations under this Agreement if such failure is caused by a Force Majeure Event such as a fire, explosion, flood, earthquake, peril of the sea, strike or lockout, embargo, civil commotions, riots, wars, weather, governmental laws, orders or restrictions, national or regional emergencies, epidemic or pandemic situation, strikes, labour stoppages or slowdowns or other industrial disturbances, shortage of adequate power, materials or transportation facilities or any similar cause beyond such Party's reasonable control. The affected Party shall inform the other Party immediately of the occurrence of an event or force majeure and shall exert all reasonable efforts to eliminate, cure or overcome any such event and to resume performance of its obligations with all possible speed.

The Parties will discuss in good faith to find the best solution to limit the consequence of such events.

17. 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.

18. Entire Agreement

This Agreement including its exhibits 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.

19. Amendment and Variation

An amendment or variation of this Agreement shall be in writing and signed by each Party.

20. Survival

Any provisions in this Agreement which by their nature or effect are required or intended to survive, will survive the expiration or termination of this Agreement.

21. Counterparts

21.1 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.

- 21.2 This Agreement shall become effective only after each Party has executed and delivered its counterpart to the other Party.
- 21.3 An executed counterpart of this Agreement (the entire Agreement, not just a signature page) may be delivered by e-mail (in PDF / digital or other agreed format).

22. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the Laws of Belgium 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 into the Belgian Courts in Nivelles, Belgium.

23. Representations and Warranties

- 23.1 Organization represents and warrants that to the best of its knowledge, in connection with this Agreement, it respects the human rights of its staff and does not employ child labor, forced labor, unsafe working conditions, or cruel or abusive disciplinary practices in the workplace and that it does not discriminate against any workers on any ground (including race, religion, disability, gender, sexual orientation or gender identity); and that it pays each employee at least the minimum wage, provides each employee with all legally mandated benefits, and complies with the laws on working hours and employment rights in the countries in which it operates. Organization shall be respectful of its employees right to freedom of association and Organization shall encourage compliance with these standards by any supplier of goods or services that it uses in performing its obligations under this Agreement.
- 23.2 Organization also represents and warrants that to the best of its knowledge, in connection with this Agreement it complies with all applicable laws and regulations including without limitation laws and regulations relating to a healthy and safe workplace and laws and regulations relating to the protection of environment in which Organization operates.

This Agreement has been entered into:

For and on behalf of **GlaxoSmithKline Biologicals SA** by:

Name: [REDACTED]

Title: Head of External R&D

Email: [REDACTED]

Signature: _____

Date:

For and on behalf of **Institute of Microbiology of the Czech Academy of Sciences** by:

Name: Jiří Hašek

Title: Director

Email: hasek@biomed.cas.cz

Signature: [REDACTED]

Date: December 20, 2023

Name: [REDACTED]

Title: Professor

Email: [REDACTED]

Signature: [REDACTED]

Date: December 20, 2023

Exhibit A – Funding Details

1. Funding Amount: 20,000 EUR
2. Description of the Activity: 14th International BordetellaSymposium, to be held from June 24, 2024 to June 28, 2024 at the Congress Center of the Czech Academy of Sciences in Praha , Czech Republic.

The symposium will be organized in a hybrid format with to 250 participants expected to attend in-person and up to 100 additional participants attending on-line. This conference takes place every 2-3 years and attracts a broad and diverse crowd of basic scientists, epidemiologists, clinicians, vaccine manufacturers and regulators.

3. Description of the Purpose: GSK Funding will support logistic costs only (Conference ctr room, audio-visual, equipment, posterboards on-site web, graphic services, etc.)

For sake of clarity:

- GSK funding cannot be used to support registration, accommodation, costs for prominent emeritus and any social activity
- No cash transfer with GSK Funding shall be made by the Organization to the experts, consultants or any other third party involved in the Activity;
- No Transfer of Value (ToV) to US, French or UK HCPs, French speakers or any Government Officials / EEIBs is allowed with GSK funding;
- GSK funding cannot be used to cover entertainment costs;
- GSK funding cannot be used to cover costs already incurred.

4. Payment Terms:

The Funding amount shall become payable within sixty (60) days end of the month from the date of receipt of the relevant invoice by GSK, on the following bank account.

Bank name	Komerční banka, a.s.
Street	Na Příkopě 969/33
Zip code, City	114 07, Praha 1
Country	Czech Republic
Account name	Mikrobiologický ústav AV ČR v.v.i.
IBAN – account number	██
BIC code	████████
SWIFT code	████████████████████
VAT number	CZ61388971

5. GSK Representative:

Name: ██████████
Title: Head of External R&D

6. Organization Representative:

Name: ██████████
Title: Professor

Exhibit B

DISCLOSURE OF TRANSFERS OF VALUE

GSK has made an ongoing commitment to transparency in its dealings with healthcare professionals and healthcare organizations worldwide.

GSK is required to publicly disclose transfers of value it makes to healthcare professionals and healthcare organisations under the European Federation of Pharmaceutical Industries and Associations (EFPIA) Disclosure Code.

A **transfer of value** for this purpose includes the value of the Funding provided to Organization by GSK.

To enable GSK to accurately track and report this transfer of value, please complete or confirm the following details. This information (other than the email address) will be included in reports that GSK will publish on publicly accessible websites, along with details of the transfers of value made to Organization, to meet GSK's transparency reporting obligations.

Full Name of Organization	INSTITUTE OF MICROBIOLOGY OF THE CZECH ACADEMY OF SCIENCES, V. V. I.		
Registered Address	Street: VÍDEŇSKÁ 1083		
	Country: CZECHIA	City: PRAGUE	Postcode: 142 20
Unique local Identifier *	61388971	Email *	██████████

Please complete this information using BLOCK Letters * Optional

Please notify GSK if any of these details change.

Where Organization has previously supplied information for these purposes, the information above will be used to update the information Organization has previously provided. Disclosures will be made on the basis of the most recent information GSK has received from Organization.

Reports will be published annually on a publicly accessible GSK website or another platform, such as a central platform provided by local Industry Association/Regulatory Agency/Government and this publication will be maintained for at least 3 years. Details of GSK's transparency reporting can be found at: <https://www.gsk.com/en-gb/responsibility/operating-responsibly/>

Prior to publication/disclosure, GSK will provide Organization with a statement of the transfers of value it proposes to disclose against its name.

By executing this Agreement Organization acknowledges and agrees that these disclosures will be made.

Exhibit C - Post Activity Report Form

I. ACTIVITY REPORT		2023-299						
GRANT ID	2023-299 <i>Enter the dossier number you received via the portal or from the Grants and Donations Committee</i>							
ORGANIZATION	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;">Name</td> <td colspan="2" style="border: none;">Institute of Microbiology of the CAS, v.v.i.</td> </tr> <tr> <td style="border: none;">City, Country</td> <td colspan="2" style="border: none;">Prague, 142 20, Czech Republic</td> </tr> </table>		Name	Institute of Microbiology of the CAS, v.v.i.		City, Country	Prague, 142 20, Czech Republic	
Name	Institute of Microbiology of the CAS, v.v.i.							
City, Country	Prague, 142 20, Czech Republic							
ACTIVITY								
➤ Activity title <i>(same as in the portal)</i>	14th International Bordetella Symposium							
➤ Final dates:	From June 24, 2024 To June 28, 2024							
➤ Final venue	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;">Name</td> <td colspan="2" style="border: none;">IMG Conference Cennter of the Czech Academy of Sciences</td> </tr> <tr> <td style="border: none;">City, country</td> <td colspan="2" style="border: none;">Prague, Czech Republic</td> </tr> </table>		Name	IMG Conference Cennter of the Czech Academy of Sciences		City, country	Prague, Czech Republic	
Name	IMG Conference Cennter of the Czech Academy of Sciences							
City, country	Prague, Czech Republic							
➤ Final number of participants	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%; border: none;">[] participants, of which [] HCPs</td> <td style="width: 10%; border: none;"><input type="checkbox"/> NA</td> </tr> <tr> <td style="border: none;">[] speakers</td> <td style="border: none;"><input type="checkbox"/> NA</td> </tr> <tr> <td style="border: none;">[] participants supported with GSK fudning</td> <td style="border: none;"><input type="checkbox"/> NA</td> </tr> </table>		[] participants, of which [] HCPs	<input type="checkbox"/> NA	[] speakers	<input type="checkbox"/> NA	[] participants supported with GSK fudning	<input type="checkbox"/> NA
[] participants, of which [] HCPs	<input type="checkbox"/> NA							
[] speakers	<input type="checkbox"/> NA							
[] participants supported with GSK fudning	<input type="checkbox"/> NA							
➤ Summary of the activity / event supported by GSK <i>Provide a summary of the activities that took place. You can also provide your own separate report documents or the link to website(s).</i>	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;">Summary</td> <td style="border: none;">[]</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Separate report</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Website link, specify []</td> <td style="border: none;"></td> </tr> </table>		Summary	[]	<input type="checkbox"/> Separate report		<input type="checkbox"/> Website link, specify []	
Summary	[]							
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<input type="checkbox"/> Website link, specify []								

II. FINANCIAL REPORT		2023-299
➤ TOTAL COSTS OF THE ACTIVITY / EVENT	[] Currency: Select <i>Enter amounts with a period to separate decimals only; they will be returned in format #,##0.00 Ex: 1234567.89 → 1.234.567.89 and 123456789 → 123,456,789.00</i>	
➤ Funding received from GSK	20000 Currency: EUR <input type="checkbox"/> NA (in-kind contribution or equipment/vaccine donation)	
➤ Amount of GSK funding used	[] Currency: Select	
<i>NOTE: in case the Organization did not use the totality of GSK funding at the expiry of the agreement, a credit note must be sent to GSK, followed by actual reimbursement (GSK will send appropriate guidelines to the Organization).</i>		
<input type="checkbox"/> In name of the Requesting Organization, I confirm that GSK funding has been used according to the agreement signed by both parties on Click or tap to enter a date. <i>(Date of the agreement)</i>		

III. DATE AND SIGNATURE		2023-299
First name	[]	
Last name	[]	
Organization	Institute of Microbiology of the CAS, v.v.i.	
Function in the Organization	Professor	
Date <i>(Select the date from calendar)</i>	Click or tap to enter a date.	
<input checked="" type="checkbox"/> I certify that I am authorized to submit this document for the Requesting Organization		
Signature <i>You can either</i> <i>- insert your scanned signature before submitting the document in pdf format</i> <i>- or print the form, sign the section III "Date and signature", scan and submit the document in pdf</i>	[]	