

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **2023-05-16**
SEC Accession No. [0001839882-23-012882](#)

([HTML Version](#) on [secdatabase.com](#))

SUBJECT COMPANY

Haleon plc

CIK: [1900304](#) | IRS No.: **000000000** | State of Incorporation: **X0** | Fiscal Year End: **1231**
Type: **SC 13D/A** | Act: **34** | File No.: [005-93722](#) | Film No.: **23928830**
SIC: **2844** Perfumes, cosmetics & other toilet preparations

Mailing Address

*BUILDING 5, FIRST FLOOR
THE HEIGHTS
WEYBRIDGE X0 KT13 0NY*

Business Address

*BUILDING 5, FIRST FLOOR
THE HEIGHTS
WEYBRIDGE X0 KT13 0NY
44 1932 822000*

FILED BY

GSK PLC

CIK: [1131399](#) | IRS No.: **000000000** | State of Incorporation: **X0**
Type: **SC 13D/A**
SIC: **2834** Pharmaceutical preparations

Mailing Address

*980 GREAT WEST ROAD
BRENTFORD MIDDLESEX X0
TW8 9GS*

Business Address

*980 GREAT WEST ROAD
BRENTFORD MIDDLESEX X0
TW8 9GS
011442080475000*

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

SCHEDULE 13D

(Amendment No. 1) *

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO § 240.13d-1(a) AND
AMENDMENTS THERETO FILED PURSUANT TO 240.13d-2(a)
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

Haleon plc

(Name of Issuer)

Ordinary Shares, nominal value £1.25 per share
(Title of Class of Securities)

405552100*

(CUSIP Number)

Victoria A. Whyte
GSK plc
980 Great West Road
Brentford, Middlesex TW8 9GS
England
Telephone: +44 (0)208 047 5000
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

May 16, 2023

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

*Represents the CUSIP of the Issuer's American Depositary Shares ("ADSs"), each representing two ordinary shares, nominal value £1.25 per share.

NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

1. GSK plc

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(see instructions)

(a)

(b)

3. SEC USE ONLY

SOURCE OF FUNDS (see instructions)

4. OO

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

CITIZENSHIP OR PLACE OF ORGANIZATION

6. England and Wales

7. SOLE VOTING POWER

262,727,073

8. SHARED VOTING POWER

955,320,110 (1)

9. SOLE DISPOSITIVE POWER

262,727,073

10. SHARED DISPOSITIVE POWER

1,008,132,722 (1) (2)

NUMBER OF SHARES
BENEFICIALLY OWNED BY
EACH REPORTING PERSON
WITH

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

11. 1,008,132,722 (1) (2)

CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

12. (see instructions)

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13. 10.9% (3)

14. TYPE OF REPORTING PERSON (see instructions)

CO

Footnotes:

(1) Includes (i) 262,727,073 ordinary shares, nominal value £1.25 per share ("Ordinary Shares") of Haleon plc (the "Issuer" or "Haleon"), which are held by Glaxo Group Limited ("GGL"), an indirect wholly owned subsidiary of GSK plc ("GSK"), (ii) 437,718,800 Ordinary Shares held by GSK (No. 1) Scottish Limited Partnership ("SLP 1"), a Scottish limited partnership controlled by GSK, (iii) 164,375,414 Ordinary Shares held by GSK (No. 2) Scottish Limited Partnership ("SLP 2"), a Scottish limited partnership controlled by GSK, and (iv) 90,498,823 Ordinary Shares held by GSK (No. 3) Scottish Limited Partnership ("SLP 3"), a Scottish limited partnership controlled by GSK (SLP 1, SLP 2 and SLP 3 together, the "SLPs").

(2) Includes 52,812,612 Ordinary Shares held by GSK's consolidated Employee Share Ownership Plan ("ESOP") trusts.

(3) Based on 9,234,573,831 Ordinary Shares outstanding as of March 1, 2023, as reported in the Issuer's Supplemental Prospectus furnished with the Securities and Exchange Commission (the "SEC") on March 24, 2023 (the "Prospectus").

Item 1. Security and Issuer.

This Amendment No. 1 to Schedule 13D (this “Statement”) amends and supplements the statement on Schedule 13D originally filed on July 27, 2022 (the “Schedule 13D”) with respect to the Ordinary Shares of Haleon, a public limited company incorporated under the laws of England and Wales. The Issuer’s principal executive offices are located at Building 5, First Floor, The Heights, Weybridge KT13 0NY, England. Unless otherwise indicated, each capitalized term used but not defined herein shall have the meaning assigned to such term in the Schedule 13D.

Item 2. Identity and background

The response set forth in Item 2 of the Schedule 13D is hereby amended by deleting Schedule 1 in its entirety and replacing it with Schedule 1 attached.

Item 4. Purpose of Transaction.

Item 4 of the Schedule 13D is hereby amended by (i) removing the heading and the seventh paragraph under the heading “Lock-up Agreement” and (ii) adding the following paragraphs immediately after the tenth paragraph (under the heading “Registration Rights Agreement”) and before the eleventh paragraph thereof:

Sale of Haleon Shares

On May 11, 2023, GGL, as the seller, entered into a secondary block trader agreement (the “Secondary Block Trade Agreement”) with Merrill Lynch International (the “MLI”) as the placement manager, pursuant to which MLI agreed to use its reasonable endeavors to procure purchasers for up to 240,000,000 Ordinary Shares at a price to be determined pursuant to an accelerated book building process. Pursuant to the terms of sale dated May 11, 2023, the number of Ordinary Shares sold was determined to be 240,000,000 at a price of 335 pence per Ordinary Share. The transaction closed on May 16, 2023 (the “Closing Date”).

In connection with the Secondary Block Trade Agreement, on May 11, 2023, GGL entered into a lock-up deed (the “Lock-Up Deed”), with Pfizer and the SLPs, and MLI. Pursuant to the Lock-Up Deed, GGL has agreed not, directly or indirectly, to offer, sell, lend, pledge or engage in any other disposal of Ordinary Shares for 60 days after the Closing Date. The Lock-Up Deed provides that the lock-up may be released during such period (which shall apply pro rata to Pfizer, on the one hand, and the GSK group (including the SLPs), on the other hand, in accordance with their relative ownership of Issuer shares as of the date of the release) upon MLI’s written agreement.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Schedule 13D is hereby amended by replacing it with the following:

- a. GSK beneficially owns 1,008,132,722 Ordinary Shares, which represents 10.9% of 9,234,573,831 Ordinary Shares outstanding as of March 1, 2023, as reported in the Issuer’s Prospectus furnished with the SEC on March 24, 2023. GSK has (i) the sole power to vote or direct the vote, and the sole power to dispose or to direct the disposition of 262,727,073 Ordinary Shares held by GGL, (ii) the shared power to vote or direct the vote, and the shared power to dispose or to direct the disposition of 692,593,037 Ordinary Shares held by the SLPs and (iii) the shared power to dispose or to direct the disposition of 52,812,612 Ordinary Shares held by the ESOP trusts.
- b. Except as described herein, no transaction in shares of Ordinary Shares were effected during the past 60 days by GSK. No person, other than (i) GSK, (ii) the SLPs, (iii) the GSK Pension Scheme, the GSK Pension Fund and the SmithKline Beecham Pension Plan (which each hold a limited partnership interest in a separate SLP) (together, the “GSK UK Pension Schemes”) and (iv) the ESOP trusts, is known to have the right to receive or the power to direct the receipt of dividends from, or any proceeds from the sale of, the shares of Ordinary Shares beneficially owned by GSK.

In addition, by virtue of the Orderly Marketing Agreement and the Lock-Up Agreement, GSK, the SLPs and Pfizer may be deemed to have formed a “group” for purposes of Section 13(d)(3) of the Act. Based on information contained in the Pfizer Schedule 13D filing (as defined below), the “group” may collectively be deemed to beneficially own an aggregate of 3,910,383,736 Ordinary Shares (including interests in Ordinary Shares held indirectly through holdings of ADSs), which represents approximately 42.3% of the Issuer’s outstanding Ordinary Shares. Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission that GSK, the SLPs and Pfizer are members of any such group. Pursuant to Rule 13d-4 under the Act, GSK expressly disclaims beneficial ownership of any securities of the Issuer held by Pfizer, and nothing herein shall be deemed an admission by GSK as to the beneficial ownership of any such securities. Pfizer has filed a separate statement of beneficial ownership on Schedule 13D pursuant to Rule 13d-1(k)(2) under the Act containing the required information for itself (the “Pfizer Filing”). GSK assumes no responsibility for the information contained in any filings by any other person, including the Pfizer Filing. Except as disclosed herein, this Schedule 13D does not reflect any Ordinary Shares or ADSs beneficially owned by Pfizer.

e. Not applicable.

Item 7. Material to Be Filed as Exhibits.

Descriptions of documents set forth on this Schedule are qualified in their entirety by reference to the exhibits listed in this Item 7.

Exhibit Name

- 9 [Secondary Block Trade Agreement dated May 11, 2023 between Glaxo Group Limited and Merrill Lynch International.](#)
- 10 [Terms of Sale dated May 11, 2023 between Glaxo Group Limited and Merrill Lynch International.](#)
- 11 [Lock-Up Deed dated May 11, 2023 among Glaxo Group Limited, Pfizer Inc., GSK \(No.1\) Scottish Limited Partnership, GSK \(No.2\) Scottish Limited Partnership, GSK \(No.3\) Scottish Limited Partnership and Merrill Lynch International.](#)

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SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: May 16, 2023

GSK PLC

By: /s/ Victoria A. Whyte
 Name: Victoria A. Whyte
 Title: Authorized Signatory

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Schedule 1

<u>Name</u>	<u>Business Address</u>	<u>Principal Occupation or Employment</u>	<u>Citizenship</u>
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Board of Directors

Sir Jonathan Symonds	980 Great West Road Brentford Middlesex TW8 9GS, England	Chairman and Company Director	British
Emma Walmsley	980 Great West Road Brentford Middlesex TW8 9GS, England	Executive Director and Chief Executive Officer	British
Julie Brown	980 Great West Road Brentford Middlesex TW8 9GS, England	Company Director and Chief Financial Officer	British
Elizabeth McKee Anderson	980 Great West Road Brentford Middlesex TW8 9GS, England	Company Director	US
Charles Bancroft	980 Great West Road Brentford Middlesex TW8 9GS, England	Company Director	US
Dr. Hal Barron	2000 Bridge Parkway Redwood City, CA 94065 United States	Company Director	US
Dr. Anne Beal	980 Great West Road Brentford Middlesex TW8 9GS, England	Company Director	US
Dr. Harry (Hal) Dietz	980 Great West Road Brentford Middlesex TW8 9GS, England	Company Director	US
Dr. Jesse Goodman	980 Great West Road Brentford Middlesex TW8 9GS, England	Company Director	US

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<u>Name</u>	<u>Business Address</u>	<u>Principal Occupation or Employment</u>	<u>Citizenship</u>
Urs Rohner	980 Great West Road Brentford Middlesex TW8 9GS, England	Company Director	Swiss
Dr. Vishal Sikka	980 Great West Road Brentford Middlesex TW8 9GS, England	Company Director	US

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GSK Leadership Team

<u>Name</u>	<u>Business Address</u>	<u>Principal Occupation or Employment</u>	<u>Citizenship</u>
Emma Walmsley	980 Great West Road Brentford Middlesex TW8 9GS, England	Chief Executive Officer	British
Julie Brown	980 Great West Road Brentford Middlesex TW8 9GS, England	Chief Financial Officer	British
Diana Conrad	980 Great West Road Brentford Middlesex TW8 9GS, England	Chief People Officer	Canadian
James Ford	980 Great West Road Brentford Middlesex TW8 9GS, England	SVP and Group General Counsel, Legal and Compliance	British & US
Sally Jackson	980 Great West Road Brentford Middlesex TW8 9GS, England	SVP, Global Communications and CEO Office	British
Luke Miels	980 Great West Road Brentford Middlesex TW8 9GS, England	Chief Commercial Officer	Australian
Shobana Ramakrishnan	980 Great West Road Brentford Middlesex TW8 9GS, England	Chief Digital & Technology Officer	US
David Redfern	980 Great West Road Brentford Middlesex TW8 9GS, England	President, Corporate Development	British
Regis Simard	980 Great West Road Brentford Middlesex TW8 9GS, England	President, Global Supply Chain	French & British
Philip Thomson	980 Great West Road Brentford Middlesex TW8 9GS, England	President, Global Affairs	British
Deborah Waterhouse	980 Great West Road Brentford	CEO of ViiV Healthcare	British

Middlesex TW8 9GS,
England

980 Great West Road
Brentford
Middlesex TW8 9GS,
England

Chief Scientific Officer

British

Tony Wood

SECONDARY BLOCK TRADE AGREEMENT, made on 11 May 2023

BETWEEN

Glaxo Group Limited (the “**Seller**”), a company incorporated in England and Wales under registered number 00305979 and whose registered office is at 980 Great West Road, Brentford, Middlesex, TW8 9GS; and

Merrill Lynch International (the “**Manager**”), a company registered in England and Wales and having its registered address at 2 King Edward Street, London, EC1A 1HQ.

WHEREAS

Subject to the terms and conditions set out in this secondary block trade agreement (the “**Agreement**”), the Manager agrees to use its reasonable endeavours to procure purchasers for up to 270 million ordinary shares (the “**Shares**”) in Haleon plc (the “**Company**”) (the “**Sale**”).

The Sale Shares will be sold outside the United States in reliance on Regulation S (“**Regulation S**”) under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”).

1. Purchase and Sale

- (a) The Seller hereby appoints the Manager to act as its agent for the purposes of effecting the Sale on the terms and subject to the conditions set out in this Agreement and the Manager accepts such appointment.

- (b) Subject to the terms and conditions of this Agreement, the Manager agrees to use its reasonable endeavours to procure purchasers for the Shares on an agency basis at a price per Share (the “**Purchase Price**”) to be determined pursuant to an accelerated bookbuilding process. The number of Shares to be sold (the “**Sale Shares**”) and the Purchase Price will be subject to agreement by the parties following completion of the bookbuilding process and shall be set forth in an executed version of the Terms of Sale (the “**Terms of Sale**”), which shall be substantially in the form set forth in Annex A hereto. The date of execution of the Terms of Sale shall be the “**Pricing Date**”.

- (c) The parties acknowledge and agree that the Sale shall not be an on exchange transaction that is subject to the rules of the London Stock Exchange Group plc (the “**London Stock Exchange**”).

- (d) The Manager shall release a Bloomberg announcement in a form and substance agreed in advance between the Seller and the Manager on the date hereof and the Pricing Date. The Seller shall have the right to make such additional releases as may be required under applicable securities law.

2. Closing

The Closing Date shall be the date set out in the executed Terms of Sale (the “**Closing Date**”).

On the Closing Date or at such other time and/or date as the Seller and the Manager agree, the Seller shall procure, with the reasonable assistance of the Manager, that the Sale Shares are credited through the facilities and in accordance with the procedures of Euroclear UK & International (Crest) to an account or accounts designated by Merrill Lynch International (acting as settlement agent on behalf of the Manager). Against delivery of the Sale Shares, Merrill Lynch International (acting as settlement agent on behalf of the Manager) shall pay or procure there to be paid an amount equal to the number of Sale Shares multiplied by the Purchase Price in GBP (the “**Gross Proceeds**”), in same-day funds on the Closing Date or at such other time and/or date as the Seller and the Manager agree to an account or accounts designated by the Seller, less all commissions, fees and expenses payable by the Seller under this Agreement.

3. Conditions Precedent to Closing

The obligations of the Manager hereunder shall be subject to the following conditions:

- (a) since the date of this Agreement and on or prior to the time of settlement on the Closing Date, there shall not have occurred or been disclosed by the Company:
 - i. any material adverse change in the condition, financial or otherwise, or in the earnings, assets, business, operations or prospects of the Company, or the Company and its subsidiaries taken as a whole; or
 - ii. any suspension or limitation of trading (a) in any of the Company's securities by the London Stock Exchange or the New York Stock Exchange, or (b) generally on the London Stock Exchange or the New York Stock Exchange; or
 - iii. any outbreak or material escalation of hostilities, act of terrorism, the declaration by the United Kingdom, any other member of the European Economic Area ("EEA") or the United States of a national emergency or war or other calamity or crisis; or
 - iv. the fixing of minimum or maximum prices for trading, or maximum ranges for prices by the London Stock Exchange or the New York Stock Exchange or any other governmental authority; or
 - v. any material disruption in commercial banking or securities settlement or clearance services in the United Kingdom, the United States, any member of the EEA and/or a general moratorium on commercial banking activities having been declared by the relevant authorities in the United Kingdom, the United States or any member of the EEA; or
 - vi. any material adverse change in or affecting the financial markets in the United States, the United Kingdom, any member of the EEA or in international financial, political or economic conditions, currency exchange rates or exchange controls,

that, in the good faith judgment of the Manager, following consultation with the Seller to the extent reasonably practicable in the circumstances, would make the placement of the Sale Shares or the enforcement of contracts to purchase the Sale Shares impracticable or inadvisable, or would materially prejudice trading of the Sale Shares in the secondary market;

- (b) The Seller's representations and warranties made pursuant to this Agreement being true and accurate as of the date hereof, the Pricing Date and the Closing Date; and
- (c) The Seller having complied with all of the agreements and undertakings and satisfied all of the conditions on its part to be performed or satisfied under this Agreement on or before the Closing Date.

The Manager (acting in good faith) may waive any of the foregoing conditions by notice to the Seller. In the event that (i) any of the events set out in paragraphs i. to vi. of condition (a) above occurs at any time between the date hereof and the Closing Date, or (ii) the Seller does not deliver the Sale Shares on the Closing Date, or (iii) any of conditions (b) through (c) above has not been satisfied or waived in writing on the dates specified therein, the Manager may elect (acting in good faith) to terminate this Agreement forthwith, provided that Clauses 5, 8, 9, 10, 11 and 12 shall survive such termination and remain in full force and effect. In the event that the Seller has delivered any Sale Shares to Merrill Lynch International (acting as settlement agent on behalf of the Manager) in accordance with Clause 2 and the Manager elects to terminate this Agreement pursuant to this Clause 3, the Manager shall procure as soon as reasonably practicable the transfer back of such Sale Shares to an account designated by the Seller.

4. Commission

In consideration of the services provided by the Manager under this Agreement, the Seller and Manager agree as follows:

- (a) the Seller shall pay, or procure the payment of, to the Manager on the Closing Date a base commission (the “**Base Commission**”) equal to 0.5% of the value of the Shares sold by the Seller at the Purchase Price;
 - (b) the Seller may, acting in its absolute discretion, determine to pay the Manager a discretionary commission (the “**Discretionary Commission**”) of up to 0.25% of the value of the Shares sold pursuant to this Agreement at the Purchase Price;
 - (c) The Manager shall be entitled to deduct, in accordance with Clause 2, the Base Commission from the amounts payable to the Seller pursuant to Clause 2; and
- The extent to which the Discretionary Commission (if any) is payable to the Manager shall be determined by the Seller,
- (d) acting in its absolute discretion. If the Seller so determines that any Discretionary Commission is payable to the Manager, the Seller shall pay such Discretionary Commission to the Manager by no later than 30 days following the Closing Date.

5. Expenses and Taxes

- (a) Each party shall be responsible for its own expenses, including legal fees and fees of other advisers incurred in connection with this Agreement and the Sale.
- The Seller will bear and pay, or indemnify the Manager or any other Relevant Person (as defined in Clause 8) in respect of,
- (b) any stamp, withholding, documentary, transfer, financial transaction or other similar duties or taxes, payable or incurred by the Seller or the Manager or any other Relevant Person or otherwise imposed on any such person on or in connection with the Sale and the execution, performance and delivery of this Agreement. This Clause 5(b) shall not apply to any such duty or tax which would not have been levied but for the presence of the Manager or Relevant Person in the territory which seeks to levy such duty or tax.
 - (c) The Manager shall be entitled to deduct, in accordance with Clause 2, the amounts due and payable to it pursuant to this Clause 5 from the amounts payable to the Seller pursuant to Clause 2.

6. Representations, Warranties and Undertakings of the Seller

- (a) The Seller hereby makes the representations, warranties and undertakings set out in Annex B to the Manager on and as of the date hereof, the Pricing Date and the Closing Date.
- The Seller acknowledges that the Manager is entering into this Agreement in reliance upon each of the representations, warranties and undertakings set out in Annex B. The Seller will promptly notify the Manager if at any time on or prior to the Closing Date any of the representations or warranties set out in Annex B ceases to be true and accurate in any respect or in the event that the Seller breaches any undertaking or fails to comply with any obligation under this Agreement.
- (b)

(c) To the extent not delivered together with the Sale Shares on the Closing Date, the Seller shall promptly pay or transfer to the Manager, for the benefit of the purchasers of the Sale Shares, all dividends, distributions and other rights declared, distributed or received in respect of the Sale Shares for which an ex-dividend date occurs on or after the Pricing Date.

(d) The Seller undertakes, at its own expense, to execute or procure to be executed all such documents and do all such acts and things as are necessary in order to give effect to the terms of this Agreement and to enable the sale and purchase of the Sale Shares to be carried out and given full force and effect.

(e) The Seller undertakes, except to the extent required by applicable law or regulatory requirement and save as permitted by this Agreement, not to disclose to any third party or publicly refer to the contents of this Agreement or the transactions contemplated by it prior to the Closing Date without the prior written consent of the Manager, except that the Seller may disclose such information to its advisers as necessary in connection with the Sale.

(f) All payments to be made by the Seller to any Relevant Person (as defined in Clause 8) shall be made without withholding or deduction for or on account of any present or future tax unless the Seller is compelled by applicable law to deduct or withhold such tax. In that event, the Seller shall pay such additional amounts as may be necessary in order that the net amounts received after such withholding or deduction shall equal the amounts that would have been received if no withholding or deduction had been made.

(g) If any payment to be made by the Seller to any Relevant Person (as defined in Clause 8) other than a payment of commissions payable under Clause 4 is subject to tax in relation to its receipt by the Relevant Person, the sum payable shall be increased to such amount as will ensure that after payment of any such tax the Relevant Person shall be left with a sum equal to the amount that it would have received in the absence of such liability to tax (after giving credit for any tax relief obtained, utilised and retained in respect of the matter giving rise to the payment).

(h) The Seller will give (or procure the giving of) such notices to, or make (or procure the making of) such announcements or filings with, the London Stock Exchange or any other agencies or bodies or persons, as shall be required to be made by the Seller under any applicable law or regulation in connection with the sale of the Shares in the manner contemplated hereunder.

7. Representations, Warranties and Undertakings of the Manager

(a) The Manager hereby makes the representations, warranties and undertakings set out in Annex C to the Seller on and as of the date hereof, the Pricing Date and the Closing Date.

(b) The Manager acknowledges that the Seller is entering into this Agreement in reliance upon each of the representations, warranties and undertakings set out in Annex C. The Manager will promptly notify the Seller if at any time on or prior to the Closing Date any of the representations or warranties set out in Annex C ceases to be true and accurate in any respect or in the event that the Manager breaches any undertaking or fails to comply with any obligation under this Agreement.

8. Indemnity

The Seller agrees to indemnify and hold harmless the Manager and its Affiliates, and the directors, officers, agents and employees of each of the foregoing and each other person, if any, controlling the Manager or any of its Affiliates (each a “**Relevant Person**”) from and against any and all losses, claims, damages, liabilities or properly incurred expenses which any Relevant Person may suffer or incur or, in each case, actions in respect thereof, related to or arising out of (i) any breach or alleged breach of the representations and warranties of the Seller contained in this Agreement, (ii) any failure or alleged failure of the Seller to perform its obligations under the Agreement or (iii) any Relevant Person’s role in connection herewith (including, in each case, actions arising out of the Sale contemplated by the Agreement but, in the case of (iii) only excluding any losses, claims, damages, liabilities or expenses to the extent they are finally judicially determined by a court of competent jurisdiction to have resulted from a material breach of this Agreement by the Manager or any such Relevant Person’s bad faith, negligence, wilful default or fraud), and the Seller will reimburse any Relevant Person for all properly incurred expenses (including legal fees and any irrecoverable VAT on any incurred expenses) as they are incurred by such Relevant Person in connection with investigating, preparing or defending any such action or claim, whether or not in connection with a pending or threatened litigation in which such Relevant Person is a party. If a Relevant Person is subject to tax in respect of any indemnity payable under this Clause 8, the sum payable shall be increased to such amount as will ensure that after payment of such tax such Relevant Person shall be left with a sum equal to the amount that it would have received in the absence of such charge to tax (after giving credit for any tax relief available in respect of the matter giving rise to the indemnity), provided that the Seller shall not be required to make any such payment in respect of any taxes which arise as a result of a material breach of this Agreement by the Manager or the bad faith, negligence, willful default or fraud of any Relevant Person. The obligations of the Seller under this Clause 8 shall be in addition to any liability that the Seller may otherwise have. As used in this Agreement, “**Affiliate**” shall have the meaning specified in Rule 501(b) of Regulation D under the Securities Act (“**Regulation D**”).

Each Relevant Person shall give notice as promptly as reasonably practicable to the Seller of any claim, proceeding, judgment or demand in respect of which indemnification may be sought under this Clause 8 (each a “**Claim**”), but failure to so notify the Seller shall not relieve the Seller from any liability hereunder and in any event shall not relieve the Seller from any liability which it may have otherwise than on account of the indemnity set out in this Clause 8. Such Relevant Person shall thereafter keep the Seller informed of all material developments in respect of the Claim and provide the Seller with such information and copies of such documents relating to the Claim as the Seller may reasonably request, provided that such Relevant Person shall not be under any obligation to provide the Seller with a copy of any such document which is or may be legally privileged, and further provided that the omission by the Relevant Person to provide information or documents, shall not relieve the Seller from any liability hereunder and in any event shall not relieve the Seller from any liability which it may have otherwise than on account of the indemnity set out in this Clause 8.

The Manager and the Seller agree that the indemnity letter entered into, on or about the date hereof, prior to the entry into this Agreement, (the “**Indemnity Letter**”) shall terminate upon entry into this Agreement and shall be superseded by the indemnity in this Agreement and shall be of no further force and effect (save in respect of any accrued rights or liabilities which, for the avoidance of doubt, shall be subject to Clause 12(g)).

9. Successors and Assigns

This Agreement shall be binding upon, and inure solely to the benefit of, the Manager and the Seller and, to the extent provided herein, any other Relevant Person and their respective heirs, executors, administrators, successors and assigns.

10. Third Party Rights

- Any person (other than the parties to this Agreement) who is given any rights or benefits under Clause 9 (a “**Third Party**”) (a) shall be entitled to enforce those rights or benefits against the parties in accordance with the Contracts (Rights of Third Parties) Act 1999.

- Save as provided in Clause 10(a), no person shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to (b) enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

- Notwithstanding the provisions of Clauses 10(a) and 10(b), the parties may amend, vary or terminate this Agreement in (c) such a way as may affect any rights or benefits of any Third Party which are directly enforceable against the parties under the Contracts (Rights of Third Parties) Act 1999 without the consent of such Third Party.

11. Law, Jurisdiction and Process Agent

- (a) This Agreement and the relationship among the parties to it (and any non-contractual obligation, dispute, controversy or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with English law. Subject to Clause 11(b), the parties irrevocably agree that the English courts will have exclusive jurisdiction in relation to this Agreement and the parties hereby submit to the jurisdiction of such courts.

- If a third party, not being a party to this Agreement, commences proceedings against any Relevant Person in any court of competent jurisdiction, arising out of or in connection with this Agreement or the transactions contemplated hereby (the “**Third Party Proceedings**”), nothing in this Clause 11 shall limit the rights of such Relevant Person to join the Seller as a party to such Third Party Proceedings or to otherwise bring proceedings against the Seller in connection with the Third Party Proceedings under this Agreement or otherwise in such courts in the jurisdiction in question, regardless of whether proceedings have been initiated or are ongoing in another jurisdiction. The Seller irrevocably waives any objection to any such court as is referred to in the foregoing sentence on grounds of inconvenient forum or otherwise with respect to the relevant proceedings and irrevocably agrees that a judgment or order of any such court in connection with such proceedings shall be conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.
- (b)

12. Miscellaneous

- (a) Time shall be of the essence of this Agreement.
- (b) The heading to each Clause is included for convenience only and shall not affect the construction of this Agreement.

- In the event any provision of this Agreement is found to be or becomes illegal, invalid or unenforceable, no other provision of this Agreement shall thereby be affected and the Agreement shall remain valid and enforceable in respect of all remaining provisions, and any invalid or unenforceable provision will be deemed to be replaced by a provision which as nearly as possible accomplishes the commercial purpose of the original.
- (c)

- This Agreement, including, for the avoidance of doubt, the Terms of Sale, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings (whether written or oral) between the Seller and the Manager with respect to the subject matter hereof.
- (d)

- (e) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

- (f) No variation or waiver to this Agreement shall be effective unless it is in writing and signed by or on behalf of the Seller and the Manager.

- This Agreement shall automatically terminate if the Terms of Sale are not executed by the parties hereto by the date two business days (being a day on which commercial banks are generally open for business in both London and New York) after (and excluding) the date of this Agreement, provided however that notwithstanding any such termination Clauses 5, 8, 9, 10, 11, and 12 shall continue in full force and effect.
- (g)

- (h) The indemnities, agreements, representations, undertakings and warranties, as set forth in this Agreement, shall remain in full force and effect and shall survive delivery of and payment for the Sale Shares.

- The terms of this Agreement do not constitute, and shall not be construed as, an agreement or commitment between the
- (i) Seller and the Manager relative to underwriting or the Manager making any principal commitment to purchase the Sale Shares.

The Seller acknowledges and agrees that the Manager is acting solely pursuant to a contractual relationship with the Seller on an arm's-length basis with respect to the Sale (including in connection with determining the terms of the Sale) and that in connection with the Sale and the process leading to such transaction, the Manager has neither acted as nor is a financial adviser or fiduciary of the Seller or the Seller's stockholders, creditors, employees, Affiliates or any other party. The Manager neither has assumed nor will assume an advisory or fiduciary responsibility in favour of the Seller with respect

- (j) to the Sale or the process leading to the Sale (irrespective of whether the Manager has advised or is currently advising the Seller on other matters) and the Manager has no obligation to the Seller with respect to the Sale except the obligations expressly set out in this Agreement. The Seller further acknowledges and agrees that the Manager and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Seller and that the Manager has not provided any legal, accounting, regulatory or tax advice with respect to the Sale. The Seller confirms that it has consulted its own legal, accounting, regulatory and tax advisers to the extent it deemed appropriate.

- (k) All payments in respect of services supplied pursuant to this Agreement are exclusive of any applicable VAT or any similar tax in any jurisdiction thereon, which shall be payable by the relevant party, in addition to the relevant payment, upon presentation to such party of a valid VAT invoice (if applicable).

The Manager shall treat as confidential all non-public information ("**Information**") regarding the Seller and the Company provided to it by the Seller during the term of this Agreement (if any) and will not, save to the extent necessary to perform its obligations under this Agreement, disclose any Information to a third party without the prior written consent of the Seller, except (i) as required by any judicial or regulatory process or applicable law or (ii) in connection with defending it or its

- (l) Affiliates against allegations or claims made or threatened by any third party arising out of or in relation to the transactions contemplated by this Agreement. The term "Information" does not include information which (a) is or becomes generally available to the public, (b) was available to the Manager on a non-confidential basis or (c) becomes available to the Manager from a third party source not known by the Manager to owe a duty of confidentiality to the Seller with respect to such information.

- Notwithstanding anything to the contrary in this Agreement, the liability of the Seller and its legal successors under the terms of this Agreement and/or the Indemnity Letter (other than in the case of fraud, fraudulent misrepresentation or wilful
- (m) default on the part of the Seller, or in relation to the warranties (a), (b), (c), (d) and (e) in Annex B hereto) shall not exceed the amount of the Gross Proceeds (less any commissions payable in accordance with Clause 4 (Commission)) received (or that would be received) by the Seller.

IN WITNESS WHEREOF this Agreement has been duly executed as of the day and year first before written.

For and on behalf of

Merrill Lynch International

By: /s/ James Palmer

Name: James Palmer
Title: Managing Director,
Head of EMEA ECM

For and on behalf of

GLAXO GROUP LIMITED

By: /s/ Subesh Williams

Name: Subesh Williams

Title: Appointed Attorney of
Glaxo Group Limited

ANNEX A

TERMS OF SALE

Further to the provisions of the SECONDARY BLOCK TRADE AGREEMENT DATED [●] between Glaxo Group Limited and Merrill Lynch International (the “**Agreement**”), the following terms of sale are agreed:

Number of Sale Shares: [●]

Purchase Price per Sale Share: [●]

Base Commission: [●]%

Closing Date: [●]

The Seller confirms the accuracy of the representations and warranties set out in Annex B of the Agreement, the Manager confirms the accuracy of the representations and warranties set out in Annex C of the Agreement and the Seller and the Manager confirm the provisions of the Agreement and acknowledge and agree that these Terms of Sale form part of and shall be read in conjunction with the Agreement.

Terms defined in the Agreement shall have the same meanings herein.

These Terms of Sale and the relationship among the parties hereto (and any non-contractual obligation, dispute, controversy or claim of whatever nature arising out of or in any way relating to these Terms of Sale or their formation) shall be governed by and construed in accordance with English law. The parties irrevocably agree that the English courts will have exclusive jurisdiction in relation to these Terms of Sale and the parties hereby submit to the jurisdiction of such courts.

IN WITNESS WHEREOF these Terms of Sale have been duly executed as of [●].

For and on behalf of

Merrill Lynch International

By: _____

Name:

Title:

For and on behalf of

Glaxo Group Limited

By: _____

Name:

Title:

ANNEX B

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE SELLER

- The Seller has taken all necessary corporate and other actions to authorise the execution, delivery and performance of this
- (a) Agreement; this Agreement has been duly executed and delivered by the duly authorised representatives of the Seller, and constitutes a legal, valid, binding agreement, enforceable against the Seller in accordance with its terms.
 - (b) The Seller has been duly incorporated and is validly existing as a corporation under the laws of the place of its incorporation.
 - (c) The execution, delivery and performance of this Agreement by the Seller does not contravene, result in a breach or violation of, or constitute a default under:
 - i. the constitutional documents of the Seller;
 - ii. any agreement or contract to which the Seller is a party or by which it or any of its assets is bound; or
 - iii. any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Seller or the Shares.

- (d) All consents, orders and approvals, if any, of any regulatory or governmental authority or agency having jurisdiction over the Seller or the transactions contemplated by this Agreement required to be obtained for the execution, delivery and performance of this Agreement by the Seller have been obtained and are in full force and effect.

- The Seller (or its nominee) has good and valid title to, and the legal right and power to sell and transfer) or to direct the sale and transfer of) the full beneficial and legal interest in, the Sale Shares, free and clear of all pledges, liens and encumbrances, equities, security interests or other claims binding upon the Seller; and upon the delivery of the Sale Shares to the Manager (or purchasers procured by the Manager or its Affiliates), good and valid legal and beneficial title to the Sale Shares, free and clear of all pledges, liens and encumbrances, equities, security interests or other claims will pass to the Manager (or purchasers procured by the Manager or its Affiliates). The Sale Shares are validly issued, fully paid and non-assessable, and when delivered to the Manager (or purchasers procured by the Manager or its Affiliates) in accordance with this Agreement, will have the same rights as, and rank *pari passu* with, all of the other Shares of the Company of the same class, including for the avoidance of doubt, rights to dividends to be declared or paid by the Company in respect thereof.
- (e)

- The Sale will not constitute a violation by the Seller of applicable ‘insider dealing’, ‘insider trading’ or similar legislation; the Seller is not aware of any non-public fact or circumstance that could reasonably be deemed to be material or, if made public, would or might reasonably be expected to have a significant effect upon the market price of the Shares, other than this Agreement and the transactions contemplated hereunder and the sale of the Shares by the Seller.
- (f)
 - (g) The Company is a “foreign issuer” (as defined in Regulation S).
 - (h) The Seller reasonably believes that there is no substantial U.S. market interest (as defined in Regulation S) in the class of securities to be offered or sold.

- None of the Seller, any of its Affiliates or any person acting on its or their behalf (except for the Manager or any other
- (i) Relevant Person, in respect of whom the Seller makes no representation) has engaged or will engage in any “directed selling efforts” (within the meaning of Regulation S) with respect to the Shares in the United States.

(j) None of the Seller, any of its Affiliates or any person acting on its or their behalf (except for the Manager or any other Relevant Person, in respect of whom the Seller makes no representation) has taken or will take, directly or indirectly, any action designed to cause or to result in, or that has constituted or which might reasonably be expected to cause or result in, the stabilisation or manipulation of the price of any security of the Company, and by entering into this Agreement the Seller is not seeking to create, or expecting there to be created, a false or misleading market in, or the price of, the Shares or any other security of the Company.

(k) None of the Seller, any of its Affiliates or any person acting on its or their behalf (except for the Manager or any other Relevant Person, in respect of whom the Seller makes no representation) has distributed and, prior to the later to occur of (i) the Closing Date and (ii) completion of the distribution of the Sale Shares, none of the Seller, any of its Affiliates or any person acting on its or their behalf (except for the Manager, as to which no representation is made) shall distribute, any offering or sales materials in connection with the offering and sale of the Shares.

The Seller will not directly or indirectly use the proceeds of the sale of Sale Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing or facilitating any activities or business of or with any person or entity that, at the time of such financing or facilitation, is a person with whom dealings are restricted by any sanctions administered by any of the Office of Foreign Assets Control of the U.S. Department of the Treasury, the European Union, Her Majesty's Treasury or the United Nations Security Council or any other relevant sanctions authority, or is or is located, organized or resident in a country or territory that is the subject of sanctions that broadly prohibit or restrict dealings with that country or territory (currently Cuba, Iran, North Korea, Sudan, Syria and the so-called People's Republics of Luhansk and Donetsk), in each case in any manner that will result in a violation of such sanctions by any person, including by any person participating in the transactions contemplated hereby. No provision of this Annex shall apply if and to the extent that it is unenforceable as a result of Council Regulation (EC) No. 2271/1996 of 22 November 1996 (or any law or regulation of the United Kingdom or any Member State of the European Union) and, in such case, the enforceability of the provision of this Annex shall not otherwise be affected.

ANNEX C

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE MANAGER

- The Manager has taken all necessary corporate and other actions to authorise the execution, delivery and performance of this
- (a) Agreement; this Agreement has been duly executed and delivered by the duly authorised representatives of the Manager, and constitutes a legal, valid, binding agreement, enforceable against the Manager in accordance with its terms.
 - (b) The Manager has been duly incorporated and is validly existing as a corporation under the laws of the place of its incorporation.
 - (c) The execution, delivery and performance of this Agreement by the Manager does not contravene, result in a breach or violation of, or constitute a default under:
 - i. the constitutional documents of the Manager;
 - ii. any agreement or contract to which the Manager is a party or by which it or any of its assets is bound; or
 - iii. any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Manager.

- All consents, orders and approvals, if any, of any regulatory or governmental authority or agency having jurisdiction over
- (d) the Seller or the transactions contemplated by this Agreement required to be obtained for the execution, delivery and performance of this Agreement by the Manager have been obtained and are in full force and effect.

- The Manager acknowledges and agrees that the Shares have not been and will not be registered under the Securities Act, and that the Manager, each of its Affiliates and any person acting on behalf of any of the foregoing has not offered or sold, and
- (e) will not offer or sell, any Shares (1) except in an “offshore transaction” (within the meaning of Regulation S) in accordance with Regulation S or (2) within the United States as part of their distribution at any time except in accordance with Rule 903 of Regulation S.
 - (f) Neither the Manager, nor any of its Affiliates nor any person acting on behalf of any of the foregoing have engaged or will engage in any “directed selling efforts” (within the meaning of Regulation S) with respect to the Shares in the United States.

- In relation to each Member State of the European Economic Area (each, a “**Relevant State**”), the Manager has not made
- (g) and will not make an offer of Shares to the public in that Relevant State, except that it may make an offer to the public in that Relevant State of any Shares at any time under the following exemptions under the Prospectus Regulation:

- i. to any legal entity which is a qualified investors as defined under the Prospectus Regulation;
- ii. to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation);
or
- iii. in any other circumstances falling within Article 1(4) of the Prospectus Regulation;

provided that no such offer of Shares shall require the Seller or the Manager to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an “offer to the public” in relation to the Shares in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the sale and any Shares to be offered so as to enable an investor to decide to purchase any Shares, and the expression “**Prospectus Regulation**” means Regulation 2017/1129 (and amendments thereto).

- (h) In relation to the United Kingdom, it has not made and will not make an offer of Shares to the public in the United Kingdom, except that they may make an offer to the public in the United Kingdom of any Shares at any time:
- i. to any legal entity which is a qualified investor as defined under Article 2 of the UK Prospectus Regulation;
 - ii. to fewer than 150 natural or legal persons (other than qualified investors as defined under Article 2 of the UK Prospectus Regulation); or
 - iii. in any other circumstances falling within Section 86 of the FSMA (as defined below).

provided that no such offer of the Shares shall require the Seller or the Manager to publish a prospectus pursuant to Section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression an “offer to the public” in relation to the Shares in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any Shares to be offered so as to enable an investor to decide to purchase or subscribe for any Shares and the expression “UK Prospectus Regulation” means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.

- The Manager has only communicated or caused to be communicated and will only communicate or cause to be communicated in the United Kingdom any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000, including any supplement and amendments thereto (the “**FSMA**”)) in connection with the sale of any Shares, in circumstances in which Section 21(1) of the FSMA does not apply to the Seller.
- (i)
- (j) The Manager has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Shares in, from or otherwise involving the United Kingdom.
- The Manager will use its reasonable endeavours to comply and procure that its Affiliates comply in all material respects with applicable laws, requirements and practices in any jurisdictions relevant to the transactions contemplated by this Agreement as are customarily complied with as a matter of best practice for an international bank soliciting investors for undertaking offerings of shares of this type in such jurisdictions or where failure to comply would constitute negligence, wilful default or fraud by or on behalf of the Manager.
- (k)
- (l) The Manager will perform its obligations under this Agreement in accordance with its policies on anti-bribery and anti-corruption.

TERMS OF SALE

Further to the provisions of the SECONDARY BLOCK TRADE AGREEMENT DATED 11 May 2023 between Glaxo Group Limited and Merrill Lynch International (the “**Agreement**”), the following terms of sale are agreed:

Number of Sale Shares: 240,000,000

Purchase Price per Sale Share: 335 pence

Base Commission: 0.50%

Closing Date: 16 May 2023

The Seller confirms the accuracy of the representations and warranties set out in Annex B of the Agreement, the Manager confirms the accuracy of the representations and warranties set out in Annex C of the Agreement and the Seller and the Manager confirm the provisions of the Agreement and acknowledge and agree that these Terms of Sale form part of and shall be read in conjunction with the Agreement.

Terms defined in the Agreement shall have the same meanings herein.

These Terms of Sale and the relationship among the parties hereto (and any non-contractual obligation, dispute, controversy or claim of whatever nature arising out of or in any way relating to these Terms of Sale or their formation) shall be governed by and construed in accordance with English law. The parties irrevocably agree that the English courts will have exclusive jurisdiction in relation to these Terms of Sale and the parties hereby submit to the jurisdiction of such courts.

IN WITNESS WHEREOF these Terms of Sale have been duly executed as of 11 May 2023.

For and on behalf of

Merrill Lynch International

By: /s/ James Palmer

Name: James Palmer

Title: Head of EMEA ECM

For and on behalf of

Glaxo Group Limited

By: /s/ Subesh Williams

Name: Subesh Williams

Title: Appointed Attorney of
Glaxo Group Limited

DATED 11 May 2023

GLAXO GROUP LIMITED

and

PFIZER INC.

and

GSK (NO.1) SCOTTISH LIMITED PARTNERSHIP

and

GSK (NO.2) SCOTTISH LIMITED PARTNERSHIP

and

GSK (NO.3) SCOTTISH LIMITED PARTNERSHIP

and

MERRILL LYNCH INTERNATIONAL

LOCK-UP DEED

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THIS DEED is made on 11 May 2023

BETWEEN

1. **PFIZER INC.**, a corporation incorporated under the laws of Delaware whose registered office is at 235 East 42nd Street, New York, New York 10017 (“**Pfizer**”);
 2. **GLAXO GROUP LIMITED**, a private limited company incorporated in England and Wales with number 00305979, having its registered office at 980 Great West Road, Brentford, Middlesex, TW8 9GS (“**GSK**”);
 3. **GSK (NO.1) SCOTTISH LIMITED PARTNERSHIP**, a private fund limited partnership registered in Scotland with registration number SL035527 and whose principal place of business is at 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ (“**SLP1**”);
 4. **GSK (NO.2) SCOTTISH LIMITED PARTNERSHIP**, a private fund limited partnership registered in Scotland with registration number SL035526 and whose principal place of business is at 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ (“**SLP2**”);
 5. **GSK (NO.3) SCOTTISH LIMITED PARTNERSHIP**, a private fund limited partnership registered in Scotland with registration number SL035525 and whose principal place of business is at 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ (“**SLP3**” and, together with SLP1 and SLP2, the “**SLPs**” and each an “**SLP**”);
 6. **MERRILL LYNCH INTERNATIONAL**, a private unlimited company incorporated in England and Wales with registered number 02312079, having its registered office at 2 King Edward Street, London, EC1A 1HQ (“**Bank of America**”),
- together the “**Parties**”, and each a “**Party**”.

BACKGROUND

- (A) GSK and Pfizer each hold, through their respective Groups, approximately 12.94% and 32% of the Haleon Ordinary Shares respectively. It is now intended that GSK sell up to 270 million Haleon Ordinary Shares in a Potential Sale. Pfizer has confirmed to GSK that the Pfizer Group does not intend to participate in the Potential Sale, such that the GSK Group is entitled to proceed with and complete the Potential Sale pursuant to and in accordance with the provisions of the Orderly Marketing Agreement.
- (B) The Parties have entered into this Deed for the purpose of restricting certain transactions in certain securities in Haleon by GSK, Pfizer, the SLPs and the relevant members of their respective Groups (including in relation to GSK, the SLPs) during the Lock-up Period, subject to the terms of this Deed and to any release of such restrictions pursuant to and in accordance with the terms of this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

“**Appointer**” means each Party that appoints an agent for the receipt of Service Documents pursuant to clause 14 (Agent for Service);

“Block Trade Agreement”	means a block trade agreement entered into or to be entered into between Bank of America and GSK on or around the date of this Deed;
“Business Day”	means a day (other than a Saturday or Sunday) on which banks generally are open in London for business;
“Civil Procedure Rules”	means the Civil Procedure Rules 1998, as amended;
“Closing Date”	means the closing date of the Potential Sale as agreed or to be agreed by GSK and Bank of America under the terms of the Block Trade Agreement;
“Companies Act”	means the Companies Act 2006;
“Employee Share Trusts”	means: <ul style="list-style-type: none"> (A) the GlaxoSmithKline Employee Trust; (B) the GlaxoSmithKline LLC Rabbi Trust; (C) the GSK 401(K) Plan Trust; (D) the Share Reward Plan trust (UK); (E) the Employees’ Share Participation Scheme trust (Republic of Ireland); (F) the GlaxoSmithKline Employee Share Plan trust (Australia); (G) the GlaxoSmithKline Group Employees Shareholding Association (Japan); and (H) any other plans or arrangements similar to one or more of those referred to in (A) to (G) above (for the avoidance of doubt, excluding any SLP or affiliate of any SLP);
“Governmental Entity”	means any supra national, national, state, municipal or local government (including any subdivision, court, administrative agency or commission or other authority thereof) or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority, including the European Union;

means:

“Group”

(A) in relation to GSK, the GSK Group;

(B) in relation to Pfizer, the Pfizer Group;

“GSK Group”

means GSK and its subsidiaries and subsidiary undertakings, parent undertakings and any subsidiaries and subsidiary undertakings of such parent undertakings from time to time, excluding the Employee Share Trusts (subject to [clause 2.3](#));

“Haleon”

means Haleon plc, a public limited company incorporated in England with number 13691224, having its registered office at 980 Great West Road, Brentford, Middlesex, United Kingdom, TW8 9GS;

“Haleon Ordinary Shares”

means ordinary shares in the capital of Haleon having the rights set out in Haleon’s articles of association as amended from time to time;

“Law”

means any statute, law, rule, regulation, ordinance, code or rule of common law issued, administered or enforced by any Governmental Entity, or any judicial or administrative interpretation thereof, including the rules of any stock exchange or listing authority;

“Lock-up Period”

means the period commencing on the Closing Date and ending on the date which is 60 days after the Closing Date;

“Orderly Marketing Agreement”

means the orderly marketing agreement entered into between GSK PLC, Pfizer and the SLPs on 1 June 2022, to which GSK was made party by a deed of adherence dated 25 July 2022;

“Pfizer Group”

means Pfizer and its subsidiaries and subsidiary undertakings from time to time;

“Potential Sale”

means the sale of up to 270 million Haleon Ordinary Shares by GSK under the Block Trade Agreement;

“Proceedings”

means any proceeding, suit or action arising out of or in connection with this Deed, or the negotiation, existence, validity or enforceability of this Deed, whether contractual or non-contractual;

“Service Document”	means a claim form, application notice, order, judgment or other document relating to any Proceedings;
“Takeover Code”	means the City Code on Takeovers and Mergers of the United Kingdom;
“Transaction Documents”	means the Orderly Marketing Agreement and the Block Trade Agreement; and
“Working Hours”	means 9.30 a.m. to 5.30 p.m. (local time) on a Business Day.

1.2 In this Deed, unless otherwise specified or the context otherwise requires:

- (A) references to clauses, sub-clauses and paragraphs are to clauses, sub-clauses and paragraphs of this Deed;

any reference to any statute or statutory provision or other regulation shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, supplemented, replaced or re-enacted and shall
- (B) include any subordinate legislation made from time to time under that statute or statutory provision, except to the extent that any amendment or modification made after the date of this Deed would increase or alter the liability of any Party under this Deed;
- (C) references to a **“company”** shall be construed so as to include any corporation or other body corporate, wherever and however incorporated or established;
- (D) references to a **“person”** shall be construed so as to include any individual, firm, company, corporation or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (E) references to a **“holding company”** or a **“subsidiary”** shall be construed as a holding company or subsidiary (as the case may be) as defined in section 1159 of the Companies Act;
- (F) references to a **“body corporate”** shall be construed as a body corporate as defined in section 1173 of the Companies Act;
- (G) the expression **“subsidiary undertaking”** shall have the meaning given in section 1162 of the Companies Act;
- (H) references to a **“party”** shall be construed so as to include a reference to that party’s successors and permitted assigns;
- (I) any reference to a **“day”** (including within the phrase **“Business Day”**) shall mean a period of 24 hours running from midnight to midnight;

- (J) references to times are to London time (unless otherwise stated);
- (K) the singular shall include the plural and vice versa, and use of any gender includes the other genders;
- (L) references to “**writing**” shall include any modes of reproducing words in a legible and non-transitory form;
- (M) references to “**including**” or “**includes**” shall mean including or includes without limitation;
- (N) a reference to any other document referred to in this Deed is a reference to that other document as amended, varied, novated or supplemented (other than in breach of the provisions of this Deed or that other document) at any time;
- (O) a reference to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be treated as a reference to any analogous term in that jurisdiction;
- (P) the rule known as the *ejusdem generis* rule shall not apply and accordingly:
 - (i) general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and
 - (ii) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words; and
- (Q) all headings and titles are inserted for convenience only and are to be ignored in the interpretation of this Deed.

2. LOCK-UP

2.1

Each of GSK, Pfizer and each of the SLPs undertakes to each of the other Parties that, during the Lock-up Period, it will not, and will procure that the members of its Group (including in relation to GSK, the SLPs) will not, directly or indirectly, offer, lend, mortgage, assign, charge, pledge, sell or contract to sell, sell options in respect of, or otherwise dispose of, directly or indirectly, or announce an offering of, any Haleon Ordinary Shares (or any interest, whether a legal or beneficial interest, therein or in respect thereof) or any other securities exchangeable for or convertible into, or substantially similar to, Haleon Ordinary Shares or enter into any transaction with the same economic effect as, or agree to do, any of the foregoing, and save that the above restrictions shall not prohibit any of GSK, Pfizer, each of the SLPs and/or each member of their respective Groups (including in relation to GSK, the SLPs) from:

- (A) accepting a general offer for Haleon Ordinary Shares made in accordance with the Takeover Code or providing an irrevocable undertaking to accept such an offer on a sale to an offeror which is named in a public announcement of a firm intention to make an offer;

- (B) transferring or otherwise disposing of Haleon Ordinary Shares pursuant to any compromise or arrangement under sections 895 to 899 of the Companies Act providing for the acquisition, by any person or group of persons acting in concert, of fifty per cent. (50%) or more of the equity share capital of Haleon;
- (C) transferring or otherwise disposing of Admission Shares pursuant to any offer by Haleon to purchase Haleon Ordinary Shares which is made on identical terms to all holders of Haleon Ordinary Shares;
- (D) transferring or otherwise disposing of Haleon Ordinary Shares in connection with a scheme of reconstruction under section 110 of the Insolvency Act 1986;
- (E) transferring or otherwise disposing of Haleon Ordinary Shares to any member of its Group, provided that prior to any such transfer or disposal the transferee shall have entered into a deed of adherence to be bound by the provisions of this Deed on the same terms prior to becoming the legal and/or beneficial holder of the Haleon Ordinary Shares, and further provided that, if the transferee ceases to be a member of its Group, it shall as soon as reasonably practicable (and in any event within five (5) Business Days) transfer such Haleon Ordinary Shares back to the transferor (or another member of the transferor's Group, provided that such further transferee shall also have entered into a deed of adherence to be bound by the provisions of this Deed on the same terms prior to becoming the legal and/or beneficial holder of the Haleon Ordinary Shares);
- (F) transferring or otherwise disposing of any rights granted in respect of a rights issue or other pre-emptive share offering by Haleon; or
- (G) transferring or otherwise disposing of Haleon Ordinary Shares in accordance with any order made by a court of competent jurisdiction, competent regulatory authority or as required by Law.

2.2

In the event that, during the Lock-up Period and following the request of any member of the Pfizer Group or the GSK Group in connection with a proposed action that would otherwise be prohibited by the restrictions set out in clause 2.1, Bank of America agrees in writing that the restrictions set out in clause 2.1 should not apply in whole or in part (such agreement not to be unreasonably withheld or delayed), then the restrictions set out in clause 2.1 shall not apply, provided that any such release from the restrictions set out in clause 2.1 shall apply pro rata to Pfizer and the members of the Pfizer Group, on the one hand, and GSK and the members of the GSK Group (including the SLPs) on the other hand, in accordance with their relative legal and/or beneficial ownership of Haleon Ordinary Shares as of the date of such release, or in such other proportions as Pfizer and GSK may mutually agree in writing. For the avoidance of doubt, any transfer or other disposition of Haleon Ordinary Shares that occurs: (i) during any release from the restrictions set out in clause 2.1 pursuant to the operation of this clause 2.2; or (ii) after the Lock-up Period, shall be subject to the terms of the Orderly Marketing Agreement.

2.3 For the avoidance of doubt, (i) the applicable members of the GSK Group (and any nominees holding Haleon Ordinary Shares on their behalf) and the Pfizer Group (and any nominees holding Haleon Ordinary Shares on their behalf) that hold Haleon Ordinary Shares shall retain all of their rights as members of Haleon (except for the restrictions expressly set forth in clause 2.1 herein) during the Lock-up Period, including the right to vote any Haleon Ordinary Shares that such holder is entitled to vote, and (ii) the restrictions set out in clause 2.1 shall not prohibit any transfer or other disposition of Haleon Ordinary Shares by any of the Employee Share Trusts; provided that if any member of the GSK Group transfers any Haleon Ordinary Shares to any Employee Share Trust or any person controlled directly or indirectly by one or more Employee Share Trusts, then such Haleon Ordinary Shares, and sales of such Haleon Ordinary Shares, will be subject to the restrictions set forth in this Deed in all respects to the same extent as all other Haleon Ordinary Shares held by the GSK Group.

3. DURATION AND TERMINATION

3.1 This Deed shall continue in force until:

(A) in the event that the Potential Sale does not close on or before 31 May 2023, 1 June 2023; and

(B) in the event that the Potential Sale closes on or before 31 May 2023, the date on which the Lock-up Period expires, upon which the provisions of this Deed shall automatically terminate.

3.2 Any termination of this Deed shall be without prejudice to any rights or obligations of the Parties which may have accrued prior to the date on which this Deed terminated.

3.3 Clauses 1 and 4 to 14 (inclusive) shall survive the termination of this Deed without limit in time (subject to any specific limits set forth in such clauses).

4. CONFIDENTIALITY

Subject to clause 8.3, the parties shall keep strictly confidential and shall not disclose to any third party the terms of this Deed or any transactions contemplated by this Deed (“**Confidential Information**”), except as and to the extent required by Law, in which case the Parties will, to the extent practicable, consult and cooperate with each other with respect to any disclosure, and provided that nothing contained herein shall prevent any Party from disclosing such Confidential Information to any of its financial, legal or other advisors or to any potential investor in any co-investment vehicle or any other institutional investor or underwriter in connection with proposed sales of Haleon Ordinary Shares, as long as each person receiving such Confidential Information agrees to treat such Confidential Information as confidential.

5. REMEDIES AND WAIVERS

5.1 No delay or omission by any Party in exercising any right, power or remedy provided by Law or under this Deed shall:

(A) affect that right, power or remedy; or

(B) operate as a waiver or variation of it.

5.2 The single or partial exercise of any right, power or remedy provided by Law or under this Deed shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

5.3 The rights, powers and remedies provided in this Deed are cumulative, may be exercised as often as the applicable Party considers appropriate and are not exclusive of any rights, powers and remedies provided by Law.

5.4 Notwithstanding any express remedies provided under this Deed and without prejudice to any other right or remedy which any Party may have, each Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach by it of the provisions of this Deed, so that in the event of a breach or anticipated breach of such provisions, the remedies of injunction, an order for specific performance and/or other equitable remedies would be available. Furthermore, each Party acknowledges and agrees that it will not raise any objection to the application by or on behalf of any other Party or any member of any Party's Group, as applicable, for any such remedies.

6. ASSIGNMENT

No Party may assign, transfer or create any trust in respect of, or purport to assign, transfer or create any trust in respect of, any of its rights or obligations under this Deed. Each Party is entering into this Deed for its benefit and not for the benefit of another person.

7. NOTICES

7.1 A notice under this Deed shall only be effective if it is in writing and in English. Notice by email shall be permitted.

7.2 Notices under this Deed shall be sent to a Party at its addresses for the attention of the individuals set out below:

Party and titles of individuals

Address

E-mail addresses

GSK

For the attention of:
Company Secretary of GSK

The registered office from
time to time of GSK

corpsec.gss@gsk.com

With a copy (not constituting notice) to: Claire Jackson

Slaughter and May, One
Bunhill Row, London EC1Y
8YY

claire.jackson@slaughterandmay.com

Pfizer

For the attention of: Andrew
J. Muratore

The registered office from
time to time of Pfizer

Andrew.J.Muratore@pfizer.com

With a copy (not constituting
notice) to: Jacob A. Kling

Wachtell, Lipton, Rosen &
Katz, 51 West 52nd Street,
New York, New York 10019

JAKling@wlrk.com

SLP1

For the attention of:
Company Secretary of GSK

The registered office from
time to time of GSK

corpsec.gss@gsk.com

With a copy (not constituting
notice) to: Claire Jackson

Slaughter and May, One
Bunhill Row, London EC1Y
8YY

claire.jackson@slaughterandmay.com

SLP2

For the attention of:
Company Secretary of GSK

The registered office from
time to time of GSK

corpsec.gss@gsk.com

With a copy (not constituting
notice) to: Claire Jackson

Slaughter and May, One
Bunhill Row, London EC1Y
8YY

claire.jackson@slaughterandmay.com

SLP3

For the attention of:
Company Secretary of GSK

The registered office from
time to time of GSK

corpsec.gss@gsk.com

With a copy (not constituting
notice) to: Claire Jackson

Slaughter and May, One
Bunhill Row, London EC1Y
8YY

claire.jackson@slaughterandmay.com

Bank of America

For the attention of: EMEA
Equity Capital Markets

Merrill Lynch International,
2 King Edward Street,
London, EC1A 1HQ

dg.ecm_emea_-_syndicate@bofa.com

provided that a Party may change its notice details on giving notice to the other Parties of the change in accordance with this clause 7.2.

7.3 Any notice given under this Deed shall, in the absence of earlier receipt, be deemed to have been duly given as follows:

- (A) if delivered personally, on delivery;
- (B) if sent by first class inland post, two Business Days after the date of posting;
- (C) if sent by airmail, six (6) Business Days after the date of posting; and
- (D) if sent by e-mail, upon generation of a receipt notice by the recipient's email server.

7.4 Any notice given under this Deed outside Working Hours in the place to which it is addressed shall be deemed not to have been given until the start of the next period of Working Hours in such place.

7.5 A notice under or in connection with this Deed shall not be invalid by reason of any mistake or typographical error or if the contents are incomplete, provided it should have been reasonably clear to the recipient what the correct or missing particulars should have been.

8. ANNOUNCEMENTS

8.1 No formal public announcement or press release in connection with the execution or subject matter of this Deed or any ancillary matter will be made or issued by or on behalf of any Party, without the prior written approval of the other Parties (such approval not to be unreasonably withheld, conditioned or delayed), except as permitted by the Orderly Marketing Agreement.

8.2 Nothing in clause 8.1 will prevent any announcement being made to the extent required by law, any listing authority, any stock exchange, any governmental authority or any other competent regulatory body, but the Party subject to the announcement requirement will promptly notify the other Parties of the requirement and provide every reasonable opportunity for the other Parties to comment on any announcement or release before it is made or issued (provided that this will not have the effect of preventing the Party making the announcement or release from complying with its legal and/or regulatory obligations).

8.3 For the avoidance of doubt, nothing in this Deed shall prohibit any Party or any member of its respective Group from making any disclosure or public statements regarding its intentions with respect to the Haleon Ordinary Shares that it holds.

8.4 The restrictions contained in this clause 8 shall continue to apply to each Party without limit in time unless otherwise agreed between the Parties.

9. COSTS AND EXPENSES

Except as otherwise set out in this Deed, each Party shall pay its own costs and expenses incurred in relation to the negotiation, preparation, execution and carrying into effect of this Deed. Each Party shall pay its own costs and expenses which arise and are incurred in the period following the date of this Deed in relation to this Deed.

10. FURTHER ASSURANCE

10.1 Each Party shall (at its own cost) and shall procure that the members of its Group (including in relation to GSK, the SLPs) shall (each at their own cost) do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Deed.

10.2 GSK and Pfizer shall procure that the members of their respective Groups shall comply with the terms of this Deed.

11. MISCELLANEOUS

11.1 This Deed, together with any Transaction Document entered into by any of the Parties and any other agreement or document entered into by any of the Parties in connection with this Deed, together constitute the whole and only agreement between the Parties relating to the subject matter of this Deed, any Transaction Document entered into by each of the Parties and any other agreement or document entered into by each of the Parties in connection with this Deed.

11.2 All terms of the Transaction Documents entered into by each of the Parties shall remain unchanged and in full force and effect and nothing herein shall amend, limit or otherwise modify the Parties' respective rights and obligations under such Transaction Documents, in each case except as, and only to the extent, expressly modified by this Deed.

11.3 This Deed may only be varied in writing signed by each of the Parties. If this Deed is varied:

- (A) the variation shall not constitute a general waiver of any provisions of this Deed;
- (B) the variation shall not affect any rights, obligations or liabilities under this Deed that have already accrued up to the date of variation; and
- (C) the rights and obligations of the Parties under this Deed shall remain in full force and effect, except as, and only to the extent that, they are so varied.

11.4 Nothing in this Deed and no action taken by the Parties under this Deed shall constitute a partnership, association, joint venture or other co-operative entity between the Parties or any of them. No Party has any authority or power to bind, to contract in the name of, or to create a liability for any other Party in any way or for any purpose save as specifically set out in this Deed.

11.5 This Deed may be executed in any number of counterparts, and by the Parties to it on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Deed, but all the counterparts shall together constitute but one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment shall be an effective mode of delivery.

11.6 If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this shall not affect or impair:

- (A) the legality, validity or enforceability in that jurisdiction of any other (or the remainder of a) provision of this Deed; or
- (B) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Deed.

11.7 Each of the provisions in this Deed is severable.

11.8 If and to the extent that any provision of this Deed:

- (A) is held to be, or becomes, invalid or unenforceable under the Law of any jurisdiction; but
- (B) would be valid, binding and enforceable if some part of the provision were deleted or amended,

then the provision shall apply with the minimum modifications necessary to make it valid, binding and enforceable. All other provisions of this Deed shall remain in force.

12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a Party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

13. GOVERNING LAW AND JURISDICTION

13.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Deed, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

13.2 The courts of England are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, arising out of or in connection with this Deed. Any Proceedings shall be brought only in the courts of England.

13.3 Each Party waives (and agrees not to raise) any objection, on the ground of *forum non conveniens* or on any other ground, to the taking of Proceedings in the courts of England. Each Party also agrees that a judgment against it in Proceedings brought in England shall be conclusive and binding upon it and may be enforced in any other jurisdiction.

13.4 Each Party irrevocably submits and agrees to submit to the jurisdiction of the courts of England.

14. AGENT FOR SERVICE

14.1 Pfizer irrevocably appoints Pfizer Limited, c/o UK Legal Department, Pfizer Ltd (IPC 3-1), Walton Oaks, Dorking Road, Tadworth, Surrey KT20 7NS and the SLPs irrevocably appoint GSK to be their respective agents for the receipt of Service Documents. The Appointers each agree that any Service Documents may be effectively served on them in connection with Proceedings in England and Wales by service on their respective agents effected in any manner permitted by the Civil Procedure Rules.

14.2 If an agent appointed under clause 14.1 at any time ceases for any reason to act as such, the Appointer whose agent has ceased to act as such shall promptly appoint a replacement agent having an address for service in England or Wales and shall notify the other Parties of the name and address of the replacement agent.

14.3 Where an Appointer fails to appoint a replacement agent in accordance with clause 14.1 any other Party shall be entitled to appoint a replacement agent to act on behalf of that Appointer by giving notice in writing of the name and address of the replacement agent to all other Parties (an “**Appointment Notice**”). Where multiple Parties each seek to appoint a replacement agent pursuant to this clause 14.3 the Party that first gives a valid Appointment Notice shall be deemed to have appointed the replacement agent specified in that Appointment Notice and any Appointment Notices given by other Parties in respect of that appointment shall be of no effect.

14.4 An Appointer shall be entitled at any time, by notice in writing to the other Parties, to replace an agent appointed in accordance with clause 14.3 with a replacement agent having an address for service in England or Wales. The provisions of this clause 14 applying to service on an agent apply equally to service on a replacement agent appointed under clauses 14.2, 14.3 or this clause 14.4.

14.5 A copy of any Service Document served on an agent or replacement agent (as applicable) appointed in accordance with clauses 14.1 to 14.4 (inclusive) shall be sent by post to that agent’s Appointer. Failure or delay in so doing shall not prejudice the effectiveness of service of the Service Document.

This document has been executed as a deed and delivered on the date stated at the beginning of this Deed.

SIGNED as a **DEED** by Subesh Williams as attorney for
GLAXO GROUP LIMITED in the presence of:

) Williams /s/ Subesh
) (Signature of attorney)
)
) _____ as attorney for
) **GLAXO GROUP LIMITED**

Witness's signature: /s/ Barry Rose

Name (print): Barry Rose

Occupation: Director, Corporate Development

Address: 26 Fulthorp Road
London, SE3 0SG

EXECUTED as a **DEED** by
PFIZER INC.
acting by Brian Byala who, in accordance with the
laws of the territory in which **PFIZER INC.** is
incorporated, is acting under the authority of **PFIZER
INC.**

)
)
)
)
)
)
)
)
)
)

/s/ _____ Brian
Byala
(Authorised signatory)

EXECUTED as a **DEED** on behalf of **GSK (NO.1) SCOTTISH LIMITED PARTNERSHIP** acting by its general partner **GSK GP 1 LIMITED** acting by two directors

) /s/Adam
) Walker
) Director of **GSK GP 1 LIMITED**
)
) /s/ **Tim**
) Woodthorpe
) Director of **GSK GP 1 LIMITED**

EXECUTED as a **DEED** on behalf of **GSK (NO.2) SCOTTISH LIMITED PARTNERSHIP** acting by its general partner **GSK GP 1 LIMITED** acting by two directors

) /s/Adam
) Walker
) Director of **GSK GP 1 LIMITED**
)
) /s/ **Tim**
) Woodthorpe
) Director of **GSK GP 1 LIMITED**

EXECUTED as a **DEED** on behalf of **GSK (NO.3) SCOTTISH LIMITED PARTNERSHIP** acting by its general partner **GSK GP 2 LIMITED** acting by two directors

) /s/Adam
) Walker
) Director of **GSK GP 2 LIMITED**
)
) /s/ _____ **Tim**
) Woodthorpe
) Director of **GSK GP 2 LIMITED**

EXECUTED as a **DEED** on behalf of **MERRILL LYNCH INTERNATIONAL**, in the presence of:

)
) /s/ Andrew
) Briscoe
) _____
) (Authorised signatory)
)
)

Witness's signature:

/s/ Arun Bir

Name (print):

Arun Bir

Occupation:

Investment Banking

Address:

Flat 5, 21 Bevenden Street, N1 6BH
