



Austria



Belgium



Denmark



Finland



Czech Republic



France



Germany



Greece



Iceland



Poland



Estonia



Slovenia



Latvia



Lithuania



European Works Council

Constitution



Romania



Bulgaria



Ireland



Italy



Hungary



Netherlands



Norway



Portugal



Spain



Cyprus



Malta



Slovakia



Sweden



UK

Dated:

7th September 2011

BETWEEN:

GLAXOSMITHKLINE PLC

- AND -

THE EMPLOYEE REPRESENTATIVES

GLAXOSMITHKLINE EUROPEAN WORKS COUNCIL CONSTITUTION

THIS AGREEMENT is dated 7th September 2011

BETWEEN:

(1) **GLAXOSMITHKLINE PLC** on behalf of Glaxo Wellcome plc, SmithKline Beecham plc and their respective subsidiaries within the European Union and European Economic Area (collectively 'the Company')

and

(2) **THE 'EMPLOYEE REPRESENTATIVES (Section 3.3) represented by the Operating Sub-Committee (Section 4.1)'** set up in accordance with EEC Directive 94/45/EEC (the 'Directive') and the UK Transnational Information and Consultation Regulations 1999 (the Regulations). This agreement was subsequently renegotiated and signed in accordance with the provisions as laid down in the Directive 2009 /38/EC and the UK Transnational Information and Consultation (Amendment) Regulations 2010, and now becomes the GlaxoSmithkline European Works Council (EWC).

WHEREAS:

(A) Pursuant to section 15.5 of the 2008 agreement, the Management and Employee Representatives of the Operating Sub-Committee agreed to certain amendments to this agreement with effect from September 2011 based upon the Recast of the European Works Council Directive and the UK Transnational Information and Consultation (Amendment) Regulations 2010. The Management Representatives were mandated by the Company, and the Employee Representatives were mandated by the Employee Representatives to the full EWC, to agree to those amendments.

1. PURPOSE

In keeping with the spirit of both the Directive and recast Directive, the purpose of the EWC will be to share information and to provide an opportunity for timely consultation with the Employee Representatives on the Company's strategy and issues covered in this agreement, which are of a transnational nature as more specifically referred to in Clauses 2.2, 2.7, 2.8, 2.9, 5.1, 5.2 and 5.3 of this Agreement. This agreement will also provide the mechanisms for onward communications to all employees represented.

2. SCOPE OF THE AGREEMENT

2.1 This agreement will cover all employees of the Company within those countries which are member states of the European Union and the European Economic Area (hereafter 'Europe'). This will apply whether or not any particular country has in

place, also at the date of this agreement, legislation implementing the terms of the Directive.

- 2.2 The EWC will concern itself with those business issues set out in sections 5.1 and 5.2 which are Transnational matters (as defined in 2.9).
- 2.3 The Operating Sub-Committee, as defined in section 4.1, will be also informed about circumstances which have a substantial and adverse impact upon employment matters in only one country, as soon as the information and consultation process at a local level has been initiated.
- 2.4 In meeting its obligation to inform and consult the Company will continue to give priority to the provision of timely information and consultation at the in-Country business and unit level in line with national legislation and local practice and to ensure appropriate and direct communication with, and involvement of, those employees directly impacted by significant business issues.
- 2.5 The EWC will therefore be complementary to and not replace national or local systems of information, communication or bargaining, nor will it infringe on matters which are the prerogatives of, or which are exclusively dealt with in-Country.
- 2.6 This agreement will not interfere with the legal rights of employees, nor, subject to appropriate consultation, the rights of the Company to take and implement decisions concerning its business in Europe and its obligations to inform and consult its employees at national and local level.
- 2.7 **'Information'** means transmission of data by the Company to the Employees' Representatives in order to enable them to acquaint themselves with the subject matter and to examine it; information shall be given at such time, in such fashion and with such content as are appropriate to enable Employees' Representatives to undertake a detailed assessment of the possible impact and, where appropriate, prepare for consultations with Management Representatives.
- 2.8 **'Consultation'** means the establishment of dialogue and exchange of views between Employees' Representatives and Management Representatives, at such time, in such fashion and with such content as enables Employees' Representatives to express an opinion on the basis of the information provided about the proposed measures to which the consultation is related, without prejudice to the responsibilities of the management, and within a reasonable time as defined in 8.5, which may be taken into account within the Company. Consultation will be conducted in such a way that the Operating Sub-Committee can discuss with central management and obtain a reasoned response from central management to any opinion expressed by the EWC.
- 2.9 **Transnational matters:** matters shall be considered to be transnational where they concern the Community-scale ("European") undertaking or Community-scale group of undertakings as a whole, or at least two undertakings or establishments of the Community-scale undertaking or Community-scale group of undertakings situated in

two different Member States as defined in regulation 2 of The Transnational Information and Consultation of Employees (Amendment) Regulations 2010.

3. COMPOSITION OF THE EWC

- 3.1 The EWC will be a joint body composed of Employee and Management Representatives as specified in this section 3.
- 3.2 Within the EWC the Company will be represented by Management Representatives from the Company's major businesses in Europe, at least one of whom will be at Vice President/General Manager level. Other members of management may be requested to attend the EWC in order to address issues raised by specific agenda items.
- 3.3 Employee Representatives must be current permanent employees of the Company who have completed at least 12 months service with the Company at the date of their appointment.
- 3.4 Provided that the total number of Employee Representatives does not thereby exceed 33, entitlement to representation at the EWC by Employee Representatives will depend upon the number of employees employed by the Company within the countries concerned, as follows (see Appendix for numbers and the definition of employees):
 - 3.4.1 Countries with up to 1500 employees – the Operating Sub-Committee will agree the grouping with other countries for allocating representation
 - 3.4.2 Countries with 1501 employees, but not more than 2,500 employees - 2 representatives;
 - 3.4.3 Countries with 2,501 employees, but not more than 6,000 employees – 3 representatives;
 - 3.4.4 Countries with 6,001 employees, but not more than 8,500 employees – 4 representatives;
 - 3.4.5 Countries with 8,501 employees, but not more than 12,000 employees – 5 representatives;
 - 3.4.6 Countries with 12,001 employees, but not more than 15,000 – 6 representatives;
 - 3.4.7 Countries with more than 15,000 employees – 7 representatives.
- 3.5 In the event that the application of this formula would result in the total number of Employee Representatives exceeding 33, the Operating Sub-Committee will agree the changes necessary to ensure that the overall limitation of 33 Employee Representatives is maintained. No potential Employee Representative, whose

appointment to the EWC would cause the total number of Employee Representatives to exceed 33, will be so recognised until such agreement is reached.

- 3.6 A constituency within a single representative country will cover all businesses and employees in that country. For multiple representative countries, constituencies will be jointly agreed by the Employee and Management Representatives to the Operating Sub-Committee after appropriate consultation, to reflect the balance of businesses and employee numbers in that country. The process suggesting how to communicate in these circumstances is specified in section 12.
- 3.7 Employee Representatives will be selected or re-selected in the following manner:
- 3.7.1 The method of selection and re-selection of Employee Representatives will be in accordance with national law and local practice. In the absence of any national law, Employee Representatives will be selected in accordance with the procedure providing for the election/appointment of Employee Representatives under the subsidiary requirements of that country's national law implementing Council Directive 2009/38/EC.
- 3.7.2 Wherever there is more than one Employee Representative per country it is desirable that each major business within the country is represented before any of those businesses have more than one representative. For this subsequent representation, regard should be had to maintain a proper balance of interests between the major businesses in that country. Such allocation shall be determined by the size of employee population in each business in the country.
- 3.7.3 The major businesses for the purpose of this agreement could be Pharmaceuticals, Consumer Healthcare, Biologicals, Research & Development, Global Manufacturing & Supply and Global Support Functions.
- 3.8 Employee Representatives will cease automatically to hold that office if:
- they cease to be employees of the Company or any of its subsidiary companies;
 - they cease to be employed in the country which they represent; or
 - they cease to be mandated by the body which selected them in accordance with section 3.7.1.
- 3.9 Any person who has acted as an Employee Representative for four years from either selection or re-selection without their mandate being renewed must stand for re-election as set out in section 3.7.
- 3.10 A substitute may be elected for each Employee Representative in the same way and at the same time as for the Employee Representative and will act as a replacement if, for any reason, the Employee Representative concerned ceases to hold that position. Any replacement substitutes required will be elected in accordance with section 3.7 and local national practice.

- 3.11 The substitute representative, where one has been identified, will receive copies of meeting reports and minutes, however they will not be regarded as having any specific Employee Representative status as covered by this agreement. Nor are they expected to fulfil an active role in the cascade of information, other than when temporarily deputising for the Employee Representative concerned at any meeting of the EWC which that Employee Representative cannot attend for ill-health or other reasons and who has notified their local management and the Secretary to the EWC accordingly. Subject to prior management agreement, the Operating Sub-Committee, as set out below in section 4, may also invite the substitute to attend any meeting of the EWC as an observer where this will assist in the effective handover of responsibilities.
- 3.12 The Chair of the EWC will be appointed by the Company from amongst the regular Management Representatives.
- 3.13 The Secretary will be appointed by the Company, after consultation between the Joint Chairs and the Operating Sub-Committee (see section 4), and will be responsible for the EWC administration, including:
- Drafting and circulating the agenda in advance of the EWC meetings in accordance with sections 4.5 and 7.2;
 - Drafting summaries of EWC meetings for agreement with the Operating Sub-Committee in accordance with section 11.1;
 - Drafting non-verbatim minutes of EWC meetings and agreeing them with the Operating Sub-Committee; and
 - Distributing the agreed non-verbatim minutes, and distributing the summaries in accordance with sections 11.1, 11.2 and 11.4.

4. OPERATING SUB-COMMITTEE

- 4.1 A sub-committee of the EWC will be formed comprising six Employee Representatives (a seventh Employee Representative will be selected to act as a Substitute Floating Employee Representative in the event of absence of any of the other six Employee Representatives) and up to six Management Representatives (the "Operating Sub-Committee"). A quorum for meetings of the Sub-Committee will be at least three Management and three Employee members.
- 4.2 Preferably not more than one Employee Representative Member of this Operating Sub-Committee should be from the same country or major business covered by this agreement. Additionally and so far as is reasonably practicable, consideration should be taken as to the need for balanced representation on the Operating Sub-Committee with regard to their role and gender and the major business unit in which they work.
- 4.3 The Operating Sub-Committee will be chaired jointly by an Employee Representative and the Chair of the EWC. They will be regarded as the first point of contact and will

be expected to consult with their respective Operating Sub-Committee members on all matters.

- 4.4 The Employee Representative Operating Sub-Committee members, including the Employee Representative who will jointly chair Operating Sub-Committee meetings, will be elected by the Employee Representatives as a whole.
- 4.5 The Operating Sub-Committee will meet at least five (5) times each year (excluding meetings held in exceptional circumstances) and one of which will be held in conjunction with the Annual meeting of the EWC. A meeting schedule will be agreed for the full year during September of the preceding year. If the Employee Representatives of the Operating Sub-Committee believe that an additional meeting is required they will have the right to request an additional Operating Sub-Committee meeting, for the Management Representatives to agree to. Where agreed the necessary logistical arrangements will be made by the Secretary.
- 4.6 The Employee Representatives to the Operating Sub-Committee shall be able to meet without Management Representatives being present prior to the Operating Sub-Committee meetings and at other times during those meetings. In addition, two separate meetings of the Employee Representatives to the Operating Sub-Committee will be held each year. It may also be necessary for the Employee Representatives to the Operating Sub-Committee to meet on any other occasion without Management Representatives, especially in order to fulfil their obligation under 2.7 and 2.8, which is *'to undertake an assessment of the possible impact and where appropriate prepare for consultation'*. The request for additional meetings will be agreed with Management Representatives and where agreed the necessary logistical arrangements will be made by the Company.
- 4.7 The Operating Sub-Committee will carry out the following duties:
 - 4.7.1 It will agree the topics for the agenda and the format of the information to be provided, the timing, duration and location for meetings of the EWC;
 - 4.7.2 The Joint Chairs of the Operating Sub-Committee will be the first point of contact in the case of issues of exceptional circumstances referred to in section 5.3, and may call for a meeting of the Operating Sub-Committee to consult with management on the exceptional issues and to decide whether to request a meeting of those EWC Employee Representatives of countries directly affected by the exceptional circumstances or the full EWC in accordance with section 8.6 respectively; and
 - 4.7.3 The Joint Chairs will agree and co-sign the minutes of the EWC and Operating Sub-Committee Meetings. Protocols will be agreed by the Joint Chairs regarding the timely sign off and issue of the minutes.
- 4.8 All meetings of the Operating Sub-Committee will be conducted in English.

4.9 The Operating Sub-Committee will be provided with information concerning Company strategy as appropriate at their meetings, referred to in section 4.5, and the annual meeting of the EWC.

5 SUPPLY OF INFORMATION TO, AND ISSUES FOR CONSULTATION FOR, THE EWC

5.1 The EWC will be provided with information on the business progress and prospects of the Company at the annual meeting or as required. This includes information on those transnational issues covered by this agreement, as defined in 2.9.

5.2 The EWC will receive information and/or be consulted upon issues such as:

- the strategy, structure, economic and financial situation of the business in Europe;
- the probable development of the business, production and sales in Europe;
- the situation and probable trend in employment;
- the situation and probable trend in investments;
- substantial changes concerning the organisation;
- the introduction of new working methods or production processes and agency workers;
- transfers of production activities;
- mergers, cut backs or closures of undertakings, establishments or important parts thereof;
- and collective redundancies insofar as they affect the businesses' operations within Europe.

5.3 The EWC will also be informed and consulted in accordance with the procedure laid down in section 8 where there are exceptional circumstances – i.e. where the Company intends to implement decisions, and there are Transnational Matters which affect the employment interests of the employees to a significant extent and in particular, in the event of relocation, closure of parts of the Company's business or collective redundancies, which are part of a linked programme.

5.4 The Company will not be obliged to disclose information if that disclosure would plausibly cause serious harm to, or be prejudicial to the functioning of, the Company. If an agenda item is suggested by Employee Representatives which would involve the disclosure of such information that item will not be placed on the agenda. The Management Representatives on behalf of the Company will state in advance of the relevant meeting the reasons for their refusal to include the item in the agenda.

5.5 The Company may choose to provide information to the EWC and/or the Operating Sub-Committee, which it considers to be of a confidential nature. Whenever this occurs the Company will notify the EWC and or the Operating Sub-Committee and require the information to remain confidential. Such information will not be minuted and may not be reported upon.

6. LOCATION AND FREQUENCY OF EWC MEETINGS

- 6.1 There will be one scheduled meeting per year of the EWC. This will follow publication of the Company's annual results. In addition to the full EWC meeting an additional day will be allocated to Employee Representatives for training or other requirements as determined by the Employee Representatives. This additional day will be either the day before or after the annual main meeting.
- 6.2 The Employee Representatives to the EWC are entitled to meet, without Management Representatives being present, prior to the EWC meeting, and post the EWC meeting in order to disseminate the information and prepare for consultation, as agreed by the Operating Sub-Committee. For the purposes of the meeting they may set their own rules of procedure and elect their own officers. Before the rules of procedure are adopted the Management Representatives to the EWC will be given the opportunity to state their view.
- 6.3 The Operating Sub-Committee will determine the location of and arrangements for all EWC meetings, in accordance with section 4.5.
- 6.4 Additional meetings of the EWC may be held in exceptional circumstances. The procedure for this is set out in section 8.

7. PROCEDURE FOR EWC MEETINGS

- 7.1 The agenda will be set in accordance with section 4.7.1.
- 7.2 The final agenda will be issued by the Secretary to the EWC at least 10 working days before the EWC meetings.
- 7.3 The EWC meetings will be conducted in English, and all documentation will be prepared in English. The Company will provide interpreters subject to the individual needs of Employee Representatives. Where necessary documents will be translated into different national languages in a timely manner.

8. ADDITIONAL PROCEDURE FOR MEETINGS IN EXCEPTIONAL CIRCUMSTANCES

- 8.1 Where exceptional circumstances arise as outlined in section 5.3, central Management will consult with the Employee Representatives of the Operating Sub-Committee on how best to address the exceptional circumstance. This will be done by using the most timely and effective process available including Video-Tele Conferencing or Tele Conferencing.
- 8.2 Where there is an obligation on the Management Representatives to inform and consult the EWC on an exceptional circumstance, which is agreed to as defined in 8.3, the Operating Sub-Committee will convene and may invite the EWC Employee Representatives of the businesses in the countries directly impacted by the

exceptional circumstances to attend this meeting. Where additional EWC Employee Representatives attend, this will be referred to as a "Sub-EWC" meeting.

- 8.3 The Sub-EWC may request an exceptional meeting of the full EWC or of those Employee Representatives whose constituents are directly affected by the exceptional circumstances if it feels that is what the circumstances warrant.
- 8.4 The Operating Sub-Committee or Sub-EWC within or after any meeting to address exceptional meeting circumstances has the right and has the option to give an opinion concerning specific proposals or alternatives under consideration by the Company, on the basis of the information, prior to a final decision at the end of the meeting or within 10 days thereafter, which can be taken into account by the management. The Operating Sub-Committee can discuss with management and obtain a response, and the reasons for that response, to any opinion or proposals they might express.
- 8.5 At a meeting of either the Operating Sub-Committee or the full EWC, the Management Representatives attending the meeting will have the ability to influence issues or decisions to the items under discussion.
- 8.6 A summary of the content and outcome of Operating Sub-Committee meetings held in exceptional circumstances will be prepared by the Secretary. After its agreement with the Joint Chairs, the summary will be circulated to the members of the EWC.

9. CONFIDENTIALITY

- 9.1 Whilst the Company recognises the value of full and open dialogue and will pursue this approach whenever possible, it is essential that confidentiality must be observed with regard to business and corporate information, which is expressly provided to Employee Representatives and any experts in confidence.
- 9.2 The Employee Representatives, substitutes, guests and any experts who are consulted must agree to be bound by the provisions outlined in section 9.1.
- 9.3 Where an Employee Representative is in breach of his or her obligations under this section, he or she will be excluded from further participation in the EWC.

10. USE OF EXPERTS

- 10.1 The Employee Representatives of the Operating Sub-Committee or of the EWC may request an Expert of their choice in so far as that is necessary for the Operating Sub-Committee or the EWC to carry out their duties and obligations as laid down in this agreement. The Management Representatives may refuse such a request if they consider that such an expert will not assist the Operating Sub-Committee or EWC Employee Representatives in their duties or obligations as laid down in this agreement. Management may refuse a request if the requested expert has a conflict of interest of any kind.

10.2 The Company will meet all reasonable costs for the assistance of the requested expert. Where more than one expert is requested this will be agreed with Management Representatives and the additional costs will be covered by the company.

11. PROVISION OF INFORMATION TO THE WORKFORCE AS A WHOLE

11.1 The Secretary will prepare a summary giving the key points of the content and outcome of EWC Meetings, which will be agreed with the Operating Sub-Committee before the end of the meeting concerned.

11.2 When the summary and / or the minutes has been agreed, the Secretary to the EWC will distribute it to the Employee Representatives and to a member of senior management in each business in each country covered by this agreement, for dissemination to employees via the established in Country communication channels. The Employee Representatives and local management will consult on the appropriate process of translation and dissemination.

11.3 In the event of difficulties arising, the matter will be referred, initially, to the Secretary and, if necessary, to the Chair, of the EWC for resolution.

11.4 The non-verbatim minutes of the EWC meetings will be distributed, as outlined in section 11.2, within 15 working days, so far as this is possible given the requirement for Operating Sub-Committee approval in accordance with section 3.13.

12. FACILITIES PROVIDED TO THE EWC

12.1 The EWC will be provided with 'the means required' to apply their rights arising from this agreement.

12.2 The Company will allow Employee Representatives, jointly or individually, reasonable time off (with pay) during normal working hours, and will provide such facilities as are reasonably required, including appropriate training, to enable the EWC and the Operating Sub-Committee to carry out their tasks.

12.3 The operating expenses of the EWC will be borne centrally by the Company. The costs of the individual Employee Representatives in attending meetings, such as the costs of travel and subsistence, will be paid by the Company in the country in which the particular Employee Representative is based. Other expenses associated with holding EWC meetings will be met by the Company centrally. The Company will only be responsible for fees, including experts' fees, incurred by the EWC or the Operating Sub-Committee as specified in section 10.

12.4 The EWC Employee Representatives have a responsibility to communicate to inform local Employee Representatives, or in their absence their constituents, the outcomes and issues discussed at the EWC and also potential issues or decisions that could potentially affect the workforce. In order to do this the EWC Employee Representatives will be afforded reasonable time (with pay) to communicate with

their constituents and give them the opportunity to express their views and opinions. The views and opinions established during this process will be communicated back to the Operating Sub-Committee for further consideration.

13. EMPLOYMENT PROTECTION

13.1 Employee Representatives to the EWC will be entitled to the employment protection as laid down by the national law of the country in which they are based. They will similarly be subject to the same standards of conduct as other employee representatives in their country of employment.

13.2 Statements made or actions taken by Employee Representatives in the course of carrying out their legitimate duties as Employee Representatives in accordance with this agreement will not in any way affect their employment position with the Company.

14. CHANGES IN EMPLOYEE NUMBERS OR COMPANY STRUCTURE

14.1 Subject to the limitation on the total number of Employee Representatives specified in sections 3.4 and 3.5, if there is a change in employee numbers within a particular country, so that the number of Company employees in that country no longer corresponds to the number of Employee Representatives allocated to it under section 3.4, the following will apply:

14.1.2 If a single representative country becomes entitled to additional Employee Representatives, he/she will be appointed in the first instance from the substitute Employee Representative for that country. If there are insufficient substitutes to fill the available vacancies, additional Employee Representatives will be selected according to national law and local practice.

14.1.3 Where a multi-representative country's headcount passes a trigger point set out in section 3.4 the additional Employee Representative/s will be elected according to national law and local practice.

14.1.4 If a country's workforce is reduced so that it has too many Employee Representatives the number will be reduced by agreement between the Employee Representatives for that country.

14.2 In all cases set out above, the Operating Sub-Committee will consult, to determine whether any change is appropriate and, if so, the timing of such change to the country's representative numbers. They will consider such matters as the further duration of the agreement in coming to a conclusion on this matter. Until the appropriate adjustments take place, the Employee Representative(s) from the country concerned will represent the changed workforce composition.

If an undertaking becomes part of the Company during the period of this agreement and as a result additional employees become employed by the Company, these employees will be represented by existing Employee Representatives for that

country. If the increase in employee numbers means that a country or countries become entitled to additional Employee Representatives, they will be appointed in accordance with section 14.1. If the undertaking concerned has a European Works Council, the Operating Sub-Committee will have discussions with the counterpart committee of the undertaking as legally permissible to explore the optimal arrangements for representation.

15. DURATION AND RE-NEGOTIATION OF THE AGREEMENT

- 15.1 Initially, the agreement will remain in place for four years. Should it become necessary to make modifications during the period of the agreement, the EWC may make such modifications by mutual agreement. The Secretary will re-issue this agreement with the appropriate amendments, which will become effective from the date of re-issue.
- 15.2 A thorough review of these provisions will take place at the meeting of the EWC held just prior to the expiry of the agreement.
- 15.3 At the end of the four year period, the agreement will automatically continue for a further four years unless either a majority of Employee Representatives to the EWC or the Management Representatives give notice of their intention to terminate the agreement and seek re-negotiation. This notice must be given at least six months before the agreement is due to come to an end. The notice must identify the area the party in question wishes to re negotiate.
- 15.4 Any re-negotiation of this agreement will be between the Employee Representatives or their nominees from within the EWC and the Management Representatives to the EWC. The agreement will continue pending the outcome of the re-negotiations. If no agreement can be reached following the negotiation process, and both parties agree that they wish to terminate this agreement, the agreement will be dissolved and replaced by the Subsidiary Requirements as laid down in Directive 2009/38/EC.

16. LANGUAGE/OFFICIAL VERSION OF AGREEMENT

The official versions of this agreement and of all documents relating to the operation of the EWC for the purposes of interpretation or definition will be the English-language versions.

17. RESOLUTION OF ISSUES

- 17.1 In the event of a disagreement arising on this agreement, the following procedure will be followed:
- Stage 1 – The Operating Sub-Committee will be responsible for discussing and resolving the matter.
 - Stage 2 – If the disagreement is still not resolved, the Operating Sub-Committee may agree to refer the matter to conciliation and or mediation to an independent third party to help facilitate a resolution.

- Stage 3 – In the event the disagreement is still not resolved the matter will be dealt with in accordance with relevant UK legislation.

17.2 Stages 1 and 2 of this procedure will last no longer than 30 days after the initial disagreement arises unless it is agreed by both parties to extend this period.

18. JURISDICTION

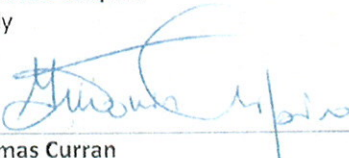





18.1 This Agreement shall be governed by and interpreted in accordance with the Laws of England including the Transnational Information and Consultation of Employees (Amendment) Regulations 2010, as amended or re-enacted from time to time.

Appendix to GSK "EWC" Constitution			
Entitlement to Representation – by Country (3.4 refers)			
Country	Businesses	*Number of Employees	EWC Representation From End June 2011
Czech Rep.	P, R, CH	240	1
Hungary	P, B, R, CH	445	1
Austria (inc. Switz.)	P, R, CH	277	1
Netherlands	P, R, CH	312	1
Greece	P, R, CH	353	1
Ireland	P, M, CH, R	1,383	1
Poland	P, M, CH, R	1,504	2
Portugal	P, R, CH	227	1
Spain	P, M, R, CH	1,918	2
Italy	P, M, R, CH	1,944	2
Germany	P, M, R, CH, B	2,190	2
Belgium (inc. Lux.)	P, B, M, CH, R	6,499	4
France	P, M, R, CH, B	3,909	3
UK	P, M, R, CH, Corp	14,248	} 6
Cyprus	P	32	
Malta	P	20	
Romania	P, M, R, B, CH, D	970	1
Estonia	P, R, CH	61	} 1
Latvia	P, CH	56	
Lithuania	P, R, CH	85	
Iceland	P	10	} 1
Finland	P, R, CH	89	
Norway	P, R, CH	103	
Sweden	P, R, CH	124	} 1
Denmark	P, CH	175	
Slovakia	P, CH	143	} 1
Slovenia	P, CH	68	
Bulgaria	P, CH, R, D	138	
TOTALS		37,523	33
<u>Key to Businesses</u> P = Pharmaceuticals R = Research & Development M = Global Manufacturing & Supply CH = Consumer Healthcare B = Biologicals Corp = Corporate D = Distribution			






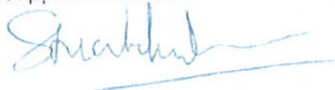
Definition of employees: All employees employed directly by GSK including GSK temporary contracts, trainees, apprentices, employees in the passive phase of their employment and those in maternity/paternity leave.

Signed by:

Employee Representatives (members of the Operating Sub-Committee)

Antonio Crispino Italy 	Boudewijn Coumou The Netherlands 
Tomas Curran Ireland 	Jean-Jacques Riguelle Belgium 
Gerhard Roethlingshoefer Germany 	Denis Suire France 

Management Representatives

Hervé Balmes Senior Vice President, Human Resources, Pharmaceuticals Europe 	Pierre Braconnier Vice President, Human Resources, HR Services Belgium, GSK Biologicals 
Ian Cardwell Senior Vice President, Human Resources, Global Manufacturing and Supply 	Lorraine Doll Employee Relations Director, Human Resources, Research and Development 
Jan Fenton Vice President, Human Resources, Consumer Healthcare Europe 	Stuart Hepburn Vice President, Human Resources, Corporate and Global Support Functions 

Endorsed by:

Jonathan Hayward EMCEF 	Francois Vincent FECCIA 
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