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All research is conducted in accordance with the requirements of our Quality System, which confirms to ISO 20252:2019, the International Standard for Market Research.

## Quality Standards

Kantar Health considers that a total dedication to quality is central to the continuing success of the business.

Without exception, employee activity at all levels aims to provide a service to our clients that:

- Fulfills their requirements
- Gives them and us cause for satisfaction
- Ensures that the final product precisely meets the specifications eventually agreed
- Delivers excellence on time

Kantar Health's quality policy covers the formulation, implementation and maintenance of an effective quality assurance system. Our work is compliant with ISO 20252:2019, the International Standard for Market, Opinion and Social Research. We strictly follow Market Research Codes of Conduct, including but not limited to EphMRA, CASRO, MRA, BHBIA, MRS and ADM, and Data Protection legislations from each country.

Management is fully committed to the Quality System and recognizes that quality assurance and control depend on the everyday actions of those in its employ. The requirements of the Quality System are mandatory for all staff, all of whom receive a Quality System induction on joining the company.

Compliance is audited internally on a planned basis and once a year is subject to independent external audit for continued registration. Clients are asked to provide feedback to our Quality Manager on each project so that we can assess how well we are meeting client needs – and how to do even better.

## Report Assumptions

Sampling and weighting: Kantar Health makes every effort to estimate feasibility as accurately as possible. Due to the sensitive nature and limited size of the healthcare sample universe, Kantar Health might use all possible recruitment methods to achieve the desired sample size. Sample recruitment methods could include but are not limited to pre-recruited panel sampling, convenient sampling, snowball sampling, telephone/face-to-face recruitment in healthcare institutions, and obtaining sample from public domain, conference intercept, online patient forum, etc.

Kantar Health aims to control the length of time that must have elapsed since participants last participated, if ever, in a qualitative research project (e.g., group discussion or individual depth interview); hence, strict criteria (screen out respondents who participated in any market research on [subject] within the past three months) are usually applied first. However, because length of time

elapsed from last research participation is not usually required by our clients and if there is an impact on project feasibility due to small universe or specific targeted sample group, this criterion might be dropped.

The following items are available upon request if not provided in the deliverables already:

- Complete final questionnaire or discussion guide and recruitment screener used
- Sample frame, sampling procedure, estimation on representivity, recruitment methods, planned weighting procedures and estimated reliability on subgroups
- Approaches to analysis and the scope of analysis
- Details on data processing, such as coding, editing, data entry and file preparation
- (If applicable) In qualitative research projects, the type of venue used for interviews or group discussion
- (If applicable) If secondary analytical sources are to be used, the nature of the sources and their anticipated use
- Verbatim comments from interviews and/or group discussions subject to each country's data protection laws. An additional cost may be involved.
- Recordings of the interviews/group discussions in the format available by both parties, subject to each country's data protection laws, confidentiality requirements and informed explicit consent from the respondents. An additional cost might be involved.
- Subcontractor details

## Adverse Events Reporting

Kantar Health is well accustomed to carrying out adverse events reporting for our clients, according to our Global Health Adverse Events SOP.

All executives participating in the study have been trained on [BHBIA](#) adverse events training.

When our researchers are aware of any adverse events (as well as adverse drug reactions, including reports of use in pregnancy/lactation, overdose, misuse, abuse or lack of efficacy) connected with a company product from a healthcare professional or a patient involved in client-sponsored market research project, Kantar Health will record the appropriate details and pass them on to the client within one working day of the adverse event first coming to our attention.

Kantar Health will produce a reconciliation document at the end of the project.

All relevant personnel at Kantar Health and any subcontractors used are aware of adverse events/product complaint reporting responsibilities.

Kantar Health is able to comply with any client Adverse Events Reporting procedure.

## Kantar Health and Data Protection

Data Protection laws or regulations may affect the creation or handling of sample or provision of data. In particular, attention is drawn to section 9 of Kantar Health Inc.'s Standard Terms and

Conditions, which includes the duties of the party supplying the sample and the duties of the company in connection with personal data supplied by the client to the company.

## **Kantar Health and Other Standards and Legislation**

ISO27001: The Kantar Group operates an IT Computer and Network Security Standards Policy and reviews this in relation to compliance with the ISO27001 Standard.

ISO 14001: As a market information and insight provider, Kantar Health has a relatively low impact on the environment, and this has been recognized by our “low-impact” weighting in the FTSE4Good Index, of which we are a member. However, we recognize that we have a responsibility to lessen our environmental impact as much as possible. We have in place a group-level environmental policy, which states that Kantar Health is committed to achieving its business and organization goals while minimizing the negative effect its activities have on the environment.

Health and Safety: The group aims to provide and maintain a safe environment for all employees, customers and visitors to its premises and to comply with relevant health and safety regulation.

Acceptance of these reports is deemed to include acceptance of Kantar Health Inc.'s Standard Terms and Conditions of Contract. All surveys are conducted in accordance with the requirements of our Quality System, which conforms to ISO 20252:2019.

## **Kantar Health Inc. (the “Company”) Standard Terms and Conditions**

### **Definitions**

"Acceptance" means written, oral or other acceptance by a Client of a Report by the Company for the Service.

"Ad Hoc Service" means the bespoke market research services provided by the Company (i.e., either one-off bespoke services or bespoke continuous tracking services).

"Client" means the party to whom the Company provides the Service.

"Confidential Information" means in respect of the Service all information, data or material of whatsoever nature in any form, which either party discloses to the other pursuant to this Contract (including the Report and anything the receiving party creates that is derived from or based upon the information, data or materials disclosed to it by the disclosing party). It shall not include any information or materials that (a) are in or enter into the public domain (other than as a result of disclosure by the receiving party or any third party to whom the receiving party disclosed such information); (b) were already in the lawful possession of the receiving party prior to the disclosure by the disclosing party; (c) are subsequently obtained by the receiving party from a third party who is free to disclose them to the receiving party; or (d) are required to be disclosed by law or regulatory authority.

"Continuous Service" means the non-Ad Hoc Service or non-bespoke continuous market research service provided by the Company.

“Contract” means these terms and conditions together with the Report, which constitute the entire agreement between the parties. In the event of conflict these terms and conditions prevail over those in the Report.

“Deliverables” means survey results, reports, data, summaries, comments, discussion and/or analysis provided by the Company to Client pursuant to the Contract.

“Intellectual Property Rights” means copyright, database rights, trademarks, designs, patents and/or knowhow.

“Proposal” means the written proposal and/or quotation (exclusive of VAT or any local sales tax or any other applicable Tax, unless otherwise stated) provided by the Company to the Client, which proposal shall be valid for acceptance for one month from the date of issue.

“Service” means the Ad Hoc Service and/or Continuous Service (as the case may be) as specified in the Proposal.

“Tax” means all forms of tax, charge, duty, withholding, deduction, rate, levy and governmental charge (whether national or local) in the nature of tax whatsoever and whenever created, enacted or imposed by any governmental, state, federal, local municipal or other body, together with all related fines, penalties, interest, charges and surcharges, but excluding taxes on the Company’s revenues or profits.

In these terms and conditions a reference to the singular includes plural and vice versa (unless the context otherwise requires).

## 1 The Contract

1.1 The Client appoints the Company and the Company accepts such appointment to provide the Services and Deliverables upon these terms and conditions, which may only be changed by written agreement of the parties.

## 2 Payment of Fees

2.1 For Continuous Services payment of the basic annual fees will be made in four equal installments on January 1, April 1, July 1 and October 1 in any year, except that the first payment of such fees will be due on the Acceptance date. The second and subsequent payments will be due on the succeeding relevant quarter days.

2.2 For Ad Hoc Services payment of the fees shall be two-thirds on the Acceptance date and the balance on delivery of the Deliverables. If a Service is to be carried out in stages, with interim Deliverables, final invoices for each stage will be raised on delivery of relevant interim Deliverables.

2.3 All invoices shall be due on the invoice date and shall be subject to payment within 30 days. Any payment after this 30-day period shall entitle Company to charge interest at the rate permitted by statute from the invoice date to the date when the Company receives full payment. Client shall pay the interest promptly on demand.

2.4 The Company shall be entitled to recover reasonable expenses incurred pursuant to the provision of the Services subject to copy receipts being provided to Client upon written request, unless such expenses have been included in the fees.

2.5 For Services carried out wholly or in part outside the country quoted, if through any currency fluctuation the Sterling equivalent of the cost to the Company of any obligations incurred in respect of overseas work for the Client exceeds the cost shown in the Proposal, the Company shall be entitled to charge for such obligations at the exchange rate that is in operation at the time the payment is made abroad.

2.6 Where prices quoted in the Proposal refer to currency other than the quoted currency, the exchange rate shall be fixed at the spot rate for exchange of The Royal Bank of Scotland plc for the purchase of the relevant currency in London on the Acceptance date at 11am.

2.7 If any amount payable to the Company (or its nominee) pursuant to this Contract is subject to Tax, that amount shall be increased so as to ensure that the net amount received by the Company (or its nominee) shall, after Tax, be equal to that which would have been received had the payment and any increased payment not been subject to Tax.

### 3 Termination

3.1 Either party may terminate this Contract upon six months' notice.

3.2 Either party may terminate this Contract immediately for a material breach by the other that is incapable of remedy or, if capable of remedy, is not remedied within 45 days of written notification being given to the defaulting party.

3.3 For Continuous Services if (a) the number of Client subscribers falls below an acceptable level to the Company or (b) the Company is unable to or finds it impracticable to continue the Service or any part of it, it shall be entitled to terminate this Contract by serving one month's notice at any time. The Company will use its reasonable endeavors to complete any Deliverable in progress, and the Company will remain entitled to payment for completion of that Deliverable.

### 4 Change, Delay or Cancellation

4.1 If the Client requests changes to the Service the Company reserves the right to revise the Proposal and Report (including, without limitation, the fees).

4.2 If a Service is shortened, delayed, cancelled or terminated early by the Client, the final invoice will include the balance of the fees for providing the Service plus any reasonable costs and expenses incurred by the Company due to the Client's acts or omissions together with all non-cancellable third-party costs the Company has committed to. For example, the Client shall be liable for the costs and expenses incurred by the Company for pre-booked fieldwork, which is delayed, not used or not fully used by reason of the Client's acts or omissions.

4.3 The Client is responsible for the prompt delivery to the Company of all material owned by or in possession of the Client reasonably required by the Company to provide the Services and

Deliverables. If the Client fails to comply with this clause the Client shall be liable for the consequential delays and reasonable additional costs and expenses incurred by the Company in providing the Service.

## 5 Subcontracting

5.1 To assist the Company in providing the Service the Company shall have the right to subcontract any part of the Service and Deliverables after consultation to appropriate third parties, agencies or fieldworkers. The Company is only responsible for the quality of the service provided by subcontractors if those subcontractors have been selected and paid for directly by the Company. If the Client designates a specific subcontractor, then the Company shall not be responsible for the accuracy, completeness or quality of the work of that subcontractor.

## 6 Company's Obligations

6.1 The Company warrants that it shall use reasonable skill and care in providing the Service and Deliverables. However, the Client acknowledges and accepts that (a) the response rates to surveys/questionnaires cannot be predicted and are not guaranteed by the Company, (b) all figures contained in Deliverables will be estimates derived from sample surveys and subject to the limits of statistical errors/rounding up or down, and (c) that time is not of the essence. Client hereby acknowledges that it shall be solely responsible for the consequences of any action taken by it based on any document, recommendation or opinion provided by the Company and in no event shall the Company be liable to the Client for any loss or damage whatsoever with respect to any conclusions and/or recommendations made by the Company in relation to the Services or the Deliverables or any reliance thereupon by the Client unless otherwise stated within this Contract or as a matter of law.

6.2 The Company disclaims all other warranties, conditions and/or guarantees either express or implied, including, without limitation, warranties for merchantability, and fitness for a particular purpose.

6.3 The Company agrees to use all reasonable endeavors to comply with the Market Research Codes of Conduct, including but not limited to EphMRA, CASRO, MRA, BHBIA, MRS and ADM.

## 7 Intellectual Property Rights and Public Statements

7.1 For Continuous Services the Intellectual Property Rights in the Deliverables vest in the Company at all times. The Client will be entitled on the completion of the Service and after payment of all fees due to the Company to use the Deliverables for the bona fide and proper purposes of its business but shall not grant licenses to others.

7.2 For Ad Hoc Services the Intellectual Property Rights in the Deliverables vest in the Client subject to payment of all fees due to the Company in respect of such Deliverables, and the Company shall have the right to use without charge such Deliverables for their own internal use and in connection with any relevant legal dispute.

7.3 Notwithstanding Clause 7.2 above, at all times all knowhow and any intellectual property rights of whatsoever nature in and to any techniques, principles and formats and in all proprietary materials, software, programs, macros, algorithms, modules, methodologies and anything else used by or created by the Company in putting together a Report or carrying out the Services which are of a generic nature or otherwise not produced exclusively for the Client shall at all times remain the exclusive property of the Company.

7.4 The Client shall not disclose any Deliverable publicly in any manner that is likely to harm the Company's reputation or business. In particular, the Client agrees not to use the Deliverable in any manner that could or does exaggerate, distort or misrepresent the findings of or data supplied by the Company.

7.5 Any public statement, marketing material, press releases or the like that contain the whole or any part of the Deliverables shall only be (a) disclosed upon prior written consent of the Company (which consent shall not be unreasonably withheld), and (b) accompanied by an acknowledgement, such as "Data/figures/information supplied by Kantar Health."

7.6 Each party shall be entitled to list the other as its service provider or client in marketing/promotional material; except for this right the Client shall have no right to use the Company's name, trademark, logo or slogans without the prior written consent of the Company.

## 8 Confidentiality

8.1 The receiving party agrees that it shall (a) use the Confidential Information only to fulfill its obligations pursuant to this Contract; (b) treat all Confidential Information of the disclosing party as secret and confidential and shall not copy or disclose any such Confidential Information to any third party; (c) not, without the express written consent of the disclosing party, disclose the Confidential Information or any part of it to any person except to the receiving party's directors, employees, parent company, subsidiaries or agreed subcontractors, who need access to such Confidential Information for use in connection with the Services and who are bound by appropriate confidentiality and non-use obligations; and (d) comply promptly with any written request from the disclosing party to destroy or return any of the disclosing party's Confidential Information (and all copies, summaries and extracts of such Confidential Information) then in the receiving party's power or possession. Notwithstanding the foregoing, the receiving party may retain copies of Confidential Information to the extent required in compliance with applicable laws or regulations, provided that such copies shall be kept confidential in accordance with this clause 8.1.

## 9 Data Protection

9.1 In the event that the Service and/or Deliverables involve the supply to the other party of individuals' names and/or other personal data for the purpose of controlling or processing such data, the disclosing party shall obtain prior necessary consent from the relevant individuals or ensure that it otherwise has the right under the EU Data Protection Directive or other relevant local data protection laws and regulations to provide such data.

9.2 In connection with personal data supplied by the Client to the Company, the Company shall (a) process such data only for the purposes of providing the Services; (b) take such technical and organizational security measures against unauthorized and unlawful processing of, accidental loss



of, destruction of or damage to personal data as may be required, having regard to the state of technological development and the cost of any measures, to ensure a level of security appropriate to the harm that might result from such processing, loss, destruction or damage and the nature of the data to be protected; and (c) answer the Client's reasonable enquires to enable the Client to monitor the Company's compliance with this clause. The Client undertakes to comply with the Data Protection Act of 1998 and keep personal data supplied by the Company secure and only use such data in accordance with the eight data protection principles set out in the act. Subject to prior consent from an individual the Company reserves the right to re-contact an individual for participation in further surveys.

## 10 Limits and Exclusions of Liability

10.1 Unless otherwise agreed by a letter or fax that is executed by both parties, the Company's liability for any claims, demands, damages, costs (including legal costs) and expenses resulting from any tortious act or omission, and/or breach of the terms and conditions set out in the Contract is strictly limited to the greater of £50,000 and the amount of any fees receivable by the Company in respect of the specific Deliverable that is the subject of the potential claim.

10.2 Neither party shall be liable for the other's loss of profits, loss of turnover, loss of data, loss of business opportunities or consequential loss. Liability is not excluded for (a) fraudulent misrepresentations and/or (b) death or personal injury caused by the negligence of either party. The Company shall not be liable for any loss howsoever arising from or in connection with the Client's interpretation of the Deliverables and/or the consequences of any action taken by the Client based on any Deliverables. The Client acknowledges that the Report has been put together on the basis that if the Client requires additional protection or cover, the Client should take out its own insurance.

## 11 Product Testing

11.1 Notwithstanding anything to the contrary in this Contract where the Service involves testing or using the Client's products (including prototypes) and/or third-party products supplied by Client, the Client shall indemnify the Company from and against any losses, third-party claims, demands, damages, costs, charges, expenses or liabilities (or actions, investigations or other proceedings in respect thereof) that the Company may suffer or incur relating to or arising directly or indirectly out of or in connection with testing or using such products.

## 12 Miscellaneous

12.1 The obligations set out in clauses 2, 4.2, 7, 8, 9, 10, 11, 12.2, 12.5 and 12.6 shall survive termination.

12.2 Any notice given hereunder shall be by post or facsimile. In the case of the notice to the Company, notices shall also be copied to the Legal Department at the address shown below. Email notification is not sufficient.

12.3 The Company shall not be liable for failure to perform its obligations hereunder due to any reason beyond its reasonable control including, without limitation, fires, storms, riots, strikes, disease, shortages of materials, lockouts, wars, key employees not being available to perform the Services through death, illness or departure from the Company, floods, civil disturbances, terrorism



(or material threat of terrorism), governmental control, restriction or prohibition whether local or national.

12.4 The parties agree that they have not entered into this Contract in reliance upon any statement, representation, covenant, warranty, undertaking or understanding (whether negligently or innocently made) of any person (whether party to this Contract or not) except as expressly set out in this Contract. Nothing in this clause, however, shall exclude any liability on the part of either the Client or the Company for fraud or fraudulent misrepresentation.

12.5 The invalidity or unenforceability of any part of this Contract shall not affect the other provisions of this Contract.

12.6 English law governs this Contract and in the event of a dispute the parties agree to submit to the jurisdiction of the English courts, which shall be exclusive, save in respect of the enforcement of any judgment, where it shall be non-exclusive.

Registered Office: Kantar Health, 175 Greenwich Street, New York, NY 10048, USA (Federal ID number 13-4172170)