

GENERAL TERMS AND CONDITIONS FOR MARKETING SERVICES AZS1.01d

These Terms and Conditions are to be read in conjunction with the purchase order (the "Purchase Order") between the AstraZeneca company identified in the Purchase Order (in this document called "ASTRAZENECA") and the supplier identified in the Purchase Order (in this document called the "Supplier") and shall govern the Agreement to the entire exclusion of the Supplier's terms or conditions. No variation to these Terms and Conditions shall have effect unless expressly agreed in writing and signed by a duly authorised representative of AstraZeneca

1. Definitions

- "Affiliate" shall mean any business entity which controls, is controlled by or is under common control of ASTRAZENECA. For the purpose of this agreement a business entity shall be deemed to "control" another business if it (a) possesses, directly or indirectly, the power to direct the management or policies of the business entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance or (b) to own, directly or indirectly, more than fifty percent (50%) of the outstanding voting securities or other ownership interest of such business entity or (c) in the case of a partnership, control of the general partner.
- "Agreement" shall mean this agreement and any and all schedules to this Agreement as the same may be amended, modified or supplemented from time to time.

2 Appointment

- 2.2 The Supplier will perform those services as may from time to time be assigned to the Supplier by ASTRAZENECA, (the "Services") as specified in the Purchase Order and any statement of work. The Services shall be performed at the times and locations mutually agreed between the parties to this Agreement.
- 2.3 Prior to the commencement of any Services the Supplier and ASTRAZENECA will agree a detailed statement of work which shall include a breakdown of all fees and costs applicable to the Services being offered and a relevant payment schedule (the "SOW"). All fees and costs shall be shown exclusive of VAT but shall be inclusive of other costs such as administration costs. This SOW and any associated schedules shall be deemed an offer. Increases to the fees and costs shall only occur if mutually agreed in writing by both parties. No offer shall be considered to be accepted by AstraZeneca until it is accompanied by an official AstraZeneca Purchase Order which bears an official AstraZeneca purchase order number..

3 Payment and Invoicing

- 3.1 In consideration of the Services performed pursuant to this Agreement the Supplier shall submit to ASTRAZENECA a detailed invoice for the fee payable according to the payment schedule in the SOW and as specified in the Purchase Order. Any Applicable VAT shall be shown separately.. The Supplier shall be responsible for ensuring that all invoicing occurs in a prompt and timely manner in order to meet the agreed payment schedule. ASTRAZENECA shall pay all undisputed invoices within 60 days from receipt, however ASTRAZENECA shall have no obligation to pay any invoices that are not received within 90 days of the due date of that invoice.
- 3.2 No out of pocket expenses incurred by Supplier or Supplier's employees in performing the Services shall be reimbursed by ASTRAZENECA unless this has been specifically agreed and included in the SOW. Where reimbursement is agreed, such out of pocket travel expenses must be reasonable and validly incurred by the Supplier's employees in performing the Services and vouched for by receipts or other evidence of actual payment. The Supplier agrees to comply with ASTRAZENECA's travel policy when incurring any such expenses. ASTRAZENECA shall not in any event be obliged to reimburse expenses which are in excess of the limits set out in the SOW. All such expenses shall be as charged to the Supplier and should be detailed on the invoice referred to at Clause 3.1 above.

4 Performance of the Services

- 4.1 The Supplier shall provide the Services in accordance with the statement of work and with the standards of care and skill to be reasonably expected of an expert competent in the field of providing services of the general nature of the Services.
- 4.2 The Supplier agrees to correct, free of charge, any errors in the Supplier's work which are not due to any error, act or omission of ASTRAZENECA and which either become apparent to the Supplier or which are notified to the Supplier in writing by ASTRAZENECA.
- 4.3 Subject to agreement with ASTRAZENECA, the Supplier may sub-contract the Services to a third party provided that; (a) the Supplier will be obliged to correct any errors in such third party's work free of charge as if it were the work of the Supplier, upon notification thereof to the Supplier by ASTRAZENECA and (b) that the Supplier shall ensure that any such third party shall enter into a written agreement with the Supplier which contains provisions no less advantageous to those contained herein. For the avoidance of doubt, ASTRAZENECA shall only be obliged to make payment to the Supplier in accordance with Clauses 3.1 and 3.2 above. The Supplier will be responsible for any payment to be made to such third party.
- 4.4 The Supplier will perform the Services at such locations as ASTRAZENECA may reasonably require
- 4.5 The Supplier shall ensure that all personnel performing the Services ("Staff") possess the necessary qualifications, knowledge and experience. If at any time ASTRAZENECA believes in its reasonable opinion that the Staff are unsuitable to perform the Services, the Supplier shall at the request of ASTRAZENECA and within a reasonable time period, replace such Staff with suitable personnel.
- 4.6 The Supplier recognises the importance of the relationship between its staff and AstraZeneca and the value to the Services of the Supplier's commitment of specific Staff to undertake the Services and agrees with AstraZeneca that the Staff shall perform the Services. No changes to Staff shall be made without ASTRAZENECA's prior written approval which shall not be unreasonably withheld. In the case of Staff who are no longer employed by the Supplier or are unable to perform the Services during the term of this Agreement the Supplier shall substitute staff of equivalent calibre to those Staff.

- 4.7 The Supplier shall take all reasonable steps to comply with any requests from ASTRAZENECA to amend or halt any plans or to reject or cancel any work in the process of preparation, insofar as this is possible within the scope of the Supplier's contractual obligations to its suppliers. ASTRAZENECA will be responsible for any charges properly incurred by Supplier in line with and at the appropriate time as required by the statement of work, prior to, or as a result of, the cancellation or amendment and which cannot be reasonably recovered by the Supplier. For the avoidance of doubt the Supplier shall be obliged to mitigate its losses at all times and ASTRAZENECA shall not be liable to pay any part of the fee in respect of the period after the cancellation or amendment.

5 Confidentiality

- 5.1 The Supplier shall at all times while this Agreement remains in force and for 10 years thereafter keep confidential any and all commercial and technical information relating to any of the existing or planned products, businesses, research and/or development activities, customers and suppliers of ASTRAZENECA and/or any subsidiary or associated company of ASTRAZENECA and all other information relating to ASTRAZENECA and/or any subsidiary or associated company of ASTRAZENECA and/or to any of the activities or financial affairs of ASTRAZENECA or any such subsidiary or associated company which it may acquire or to which it may have access during or by virtue of this consultancy and any information generated in connection with the consultancy ("the Confidential Information"). The Confidential Information shall be used by the Supplier for the sole purpose of providing the Services and shall not at any time while this Agreement is in force or thereafter be disclosed by the Supplier to any third party without the prior written consent of ASTRAZENECA. All Confidential Information shall remain at all times the property of ASTRAZENECA.
- 5.2 All Confidential Information and any other information in whatever form or medium supplied by ASTRAZENECA to the Supplier shall be delivered up immediately to ASTRAZENECA upon demand at any time while this Agreement remains in force or thereafter.
- 5.4 AstraZeneca acknowledges that as part of its business activities the Supplier may wish to provide, procure or carry out or procure the carrying out for a third party, of any services which relate to or are concerned with the development, manufacture, marketing, promotion or sale of any product which is either the same as, similar to, competitive with or which performs the same functionality in the same manner or in the same therapy area as any of the products or any part of them to which the Services relate ("Conflicting Services"). The Supplier will notify ASTRAZENECA prior to agreeing to carry out any Conflicting Services, and ASTRAZENECA shall not unreasonably withhold its consent provided Supplier can demonstrate that it has the relevant capacity and business processes and procedures in place in order to fully protect AstraZeneca's Confidential Information when dealing with any such Conflicting Services.

6 Intellectual Property

- 6.1 All designs, development, ideas, discoveries, inventions and information having possible application in any business of ASTRAZENECA or any of its subsidiary or associated companies designed, developed, discovered, invented, produced or originated in the course of or as a result of the provision of the Services by the Supplier shall be disclosed to ASTRAZENECA and shall be the sole and absolute property of ASTRAZENECA to deal with as ASTRAZENECA deems to be appropriate. All such designs, developments, ideas, discoveries, inventions and information shall be part of the Confidential Information. In the event ASTRAZENECA decides, at its discretion, to seek patent, copyright or other protection (whether in the United Kingdom or elsewhere) in relation to any of the same the Supplier shall co-operate fully with ASTRAZENECA in the filing of any necessary applications and in otherwise applying for, obtaining or maintaining patent, copyright or other protection subject to ASTRAZENECA bearing all necessary costs and expenses in relation thereto.
- 6.2 The Supplier will observe all copyright in written material, including computer software, belonging to ASTRAZENECA or any third party, and the Supplier will not make any unauthorised copies of such material or software.
- 6.3 The Supplier will indemnify ASTRAZENECA against any claim for infringement of Letters Patent, Registered Designs, Trade Marks or Copyright arising from the use by ASTRAZENECA of the Services supplied by the Supplier and against all costs and damages which ASTRAZENECA may incur in any action for such infringement or for which ASTRAZENECA may become liable in any such action.
- 6.4 Each party acknowledges that the other party owns certain inventions, processes, know-how, trade secrets, improvements and other Intellectual Property which have been independently developed by each party and which relate to that party's business or operations. It is acknowledged by the Intellectual property owned by either party on the date of this Agreement will remain the exclusive property of the owning party. The Supplier grants ASTRAZENECA and its Affiliates and their suppliers, employees, contractors, agents and advisors a non-exclusive, royalty free, worldwide perpetual licence to use such pre-existing intellectual property of the Supplier as is necessary to make use of the Services or anything arising therefrom for ASTRAZENECA's or its Affiliates' business purposes.

7 Relationship of the Parties

The relationship of the parties under this Agreement is that of independent contractors. The Supplier will not make any purchase or incur any liability on behalf of ASTRAZENECA nor in any way bind ASTRAZENECA nor do anything likely to cause the Supplier to be taken by third parties as acting as an agent of ASTRAZENECA except with ASTRAZENECA's specific prior written authorisation.

8 Termination

- 8.1 Unless the Purchase Order or statement of work specifies otherwise, this Agreement will continue until completion of the Services, subject to earlier termination as specified herein. ASTRAZENECA may at any time give the Supplier written notice of immediate termination of this Agreement in which case Supplier shall take all reasonable steps to amend or halt any plans or to reject or cancel any work in the process of preparation, insofar as this is possible within the scope of the Supplier's contractual obligations to its suppliers. ASTRAZENECA will be responsible for any charges properly incurred by Supplier in accordance with the agreed timelines for the provision of the Services, prior to, or as a result of, the cancellation or amendment and which cannot be reasonably recovered by the Supplier. For the avoidance of doubt the Supplier shall be obliged to mitigate its losses at all times and ASTRAZENECA shall not be liable to pay any part of the fee in respect of the period after the cancellation or amendment.
- 8.2 ASTRAZENECA may terminate this Agreement immediately by notice in writing if the Supplier shall:
- 8.2.1 commit any breach of any terms of this Agreement or of any of the policies, rules and regulations referred to herein;
or

- 8.2.2 be guilty through its officers, employees or agents of any misconduct and/or other conduct calculated to be prejudicial to ASTRAZENECA's interests or to the efficient performance of the Services; or
- 8.2.3 neglect, fail, refuse or be unable to perform all the Services hereunder to the standards reasonably required by ASTRAZENECA; or
- 8.2.4 become insolvent or make an arrangement with its creditors or have a liquidator or a receiver appointed or commence to be wound up (other than for the purposes of amalgamation or reconstruction).
- 8.3 Upon termination of this Agreement the Supplier shall immediately deliver up to ASTRAZENECA all copies of and other embodiments of any of the Confidential Information and all other correspondence, documents, specifications, and any other property belonging to ASTRAZENECA which may be in its possession.

9 Data Protection

- 9.1 For the purposes of this Clause 9, "personal data", "data controller", "data processor" and "process" will have the meanings set out in the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the "EU Directive").
- 9.2 Where the Supplier processes personal data on behalf of ASTRAZENECA for the purposes of this Agreement, the Supplier will be a data processor.. The Supplier warrants to ASTRAZENECA that it:
- 9.2.1 will process such personal data only on behalf of ASTRAZENECA for the purposes of performing this Agreement or in accordance with ASTRAZENECA's instructions from time to time.
- 9.2.2 will not appoint any sub- data processors without the prior written consent of ASTRAZENECA and in any event only provided such sub-data processors are engaged on terms providing equivalent rights to ASTRAZENECA against the sub-data processors and equivalent protection in relation to the personal data to those set out in this Agreement;
- 9.2.3 will take appropriate technical and organizational measures against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data including without limitation any security provisions which are advised to the Supplier by ASTRAZENECA;
- 9.2.4 will ensure that those employees who have access to personal data in providing the Services have undergone reasonable levels of training on data protection;
- 9.2.5 will not disclose any personal data to any third party without the prior written consent of ASTRAZENECA;and :
- 9.2.6 will not process such personal data outside the European Economic Area without the prior written consent of ASTRAZENECA and then subject to any reasonable additional restrictions set by ASTRAZENECA.
- 9.3 The Supplier agrees, and will procure that any sub-data processor agrees, that ASTRAZENECA or it's agents may at any time after giving reasonable notice require such reasonable rights of access and audit as may be required to assess the Supplier's or sub-data processor's compliance with Clause 9.
- 9.4 In the event of any unauthorized or accidental access to or use or disclosure of any personal data for which ASTRAZENECA is the data controller,, or the Supplier having reasonable belief that any such access, use or disclosure has occurred, Supplier shall (1) notify ASTRAZENECA immediately providing reasonable detail of the impact on ASTRAZENECA of the access, use and disclosure and the corrective action taken or to be taken and (2) will take any action required by applicable law pertaining to such access, use or disclosure.
- 9.5 The Supplier shall indemnify ASTRAZENECA against any fines, loss or damage which ASTRAZENECA may sustain or incur as a result of any breach by the Supplier of the provisions of this Clause 9.
- 9.6 Ownership in the personal data referred to in this Clause 9, and in the underlying intellectual property rights for such data, will remain with ASTRAZENECA and/or its licensors.

10 Notice

- 10.1 Any notice required by this Agreement to be given to either party shall be in writing and shall be served by sending the same by recorded delivery post to the address of the other party stated in this Agreement or such other address as may from time to time have been notified by a notice given in accordance with this clause.
- 10.2 Any notice given in accordance with Clause 10.1 which is not returned to the sender as undelivered shall be deemed to have been given on the second day after the envelope containing the same was posted.

11 Governing Law

This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

12 Amendment or Variation

Any amendment or variation to this Agreement should be made in writing and signed by both parties.

13 Warranties

13.1 ASTRAZENECA shall be relying upon the Supplier's skill, expertise and experience in providing the Services, the accuracy of all representations and statements made by the Supplier and the advice given by the Supplier in connection with the provision of the Services.

13.2 The Supplier represents and warrants that:

13.2.1 it has full capacity and authority to enter into this Agreement and to supply Services on the terms herein provided;

13.2.2 the provision and/or use of the Services will not in any way constitute and infringement or other violation of any Intellectual Property rights of any third party;

13.2.3 in all countries where the Services are provided or made available, it shall comply with all applicable laws and relevant regulations and it shall obtain and maintain at its own cost all necessary licences, consents and permits required for it to perform the Services

14 **Use of Name**

The Supplier shall not mention or otherwise use the name, insignia, symbol, trademark, trade name or logotype of ASTRAZENECA or any of its affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of ASTRAZENECA any such consent must be given for each occurrence.

15 **Assignment**

This Agreement and any obligations hereunder may be assigned or transferred by ASTRAZENECA to an Affiliate.

16 **Validity**

Should any of these terms and conditions become void or are otherwise unenforceable for any reason, the validity of the remaining provisions and of the provision in question to the extent that it is not void or otherwise unenforceable, shall not be affected thereby and the parties shall use their best endeavours to replace the provision which is void or unenforceable with a provision of similar effect.

17 **Code of Conduct**

The Supplier represents and warrants and undertakes that it will perform its agreement(s) with AstraZeneca and operate its business in compliance with all applicable laws and regulations and to ethical standards that are consistent with AstraZeneca's Global Expectations of Suppliers (<http://www.astrazeneca.com/responsibility>), as amended from time to time, in particular those principles in the section headed "Preventing Bribery, Corruption and Conflicts of Interest". Supplier further represents and warrants and undertakes that it will not take any action that will cause any AstraZeneca group company to be in breach of any applicable laws for the prevention of fraud, bribery and corruption, racketeering, money laundering or terrorism, including the US Foreign Corrupt Practices Act and the UK Bribery Act.

Upon AstraZeneca's reasonable request, Supplier shall allow AstraZeneca or (at AstraZeneca's reasonable discretion) a designated third party to audit Supplier's premises, sites and records to verify Supplier's performance and processes in relation to the maintenance of appropriate ethical standards, in accordance with the requirements of this Agreement. Where AstraZeneca requires the audit is to be undertaken by a designated third party, supplier agrees to arrange for the audit to take place and to pay the fees of the designated third party for such audit. Any audit report generated shall be the property of Supplier. Supplier agrees that AstraZeneca shall be entitled to review such audit report and all supporting documents in relation to the audit.

18 **Policies**

The Supplier shall adhere to all policies, procedures, regulations and rules which are applicable at any premises of ASTRAZENECA to which the Supplier may have access whilst providing the Services.

19 **Adverse Event Reporting Requirements**

19.1 Supplier shall be required to report Adverse Events to ASTRAZENECA in accordance with ASTRAZENECA policies and procedures, which includes employee training, compliance review and maintenance of records.

19.2 Adverse Event Training. Supplier employees and/or agents shall receive an Adverse Event Reporting Training Program developed and provided by ASTRAZENECA prior to beginning designated projects on behalf of ASTRAZENECA. Successful completion and documentation of this training is required annually for those employees and agents supporting ASTRAZENECA projects. Additional training may be required at ASTRAZENECA's discretion.

19.3 Procedure for Management of Adverse Event Information. ASTRAZENECA's Adverse Event reporting process requires that Supplier and its employees and/or agents shall collect and submit to ASTRAZENECA unless another entity to which the report is to be sent is specified in an SOW within one (1) business day and in accordance with agreed procedures set forth in the SOW for individual ASTRAZENECA projects, Adverse Event information (i) involving any ASTRAZENECA product that is subject of a SOW (ii) that Supplier or its employees and/or agents becomes aware of in the course of performing the Services.

19.4 Record Retention and Regulatory Inspections. Supplier shall maintain records of all Adverse Events reports received on source documentation or entered into any Supplier system and reported to ASTRAZENECA. Supplier shall also maintain records of successful adverse event training completion for all Supplier employees supporting ASTRAZENECA projects. ASTRAZENECA has the right to request that copies of such records are submitted to ASTRAZENECA on an as needed basis or within 24 hours in the event of a regulatory inspection. 19.5 Compliance Review. Supplier shall, on an ongoing basis, review its compliance with ASTRAZENECA's adverse event training requirements and reporting process. Supplier shall promptly notify ASTRAZENECA of any deviation from such training requirements or reporting process.

20 **Corporate Integrity Agreement Requirements**

- 20.1 Supplier agrees to ensure that any employee, agent, contractor or subcontractor of Supplier who is a "CIA Covered Person" shall abide by the applicable CIA requirements set forth in this Clause. A "CIA Covered Person" is any person involved in providing the following services for AstraZeneca in the US: (i) services that involve direct promotional interaction with US-based HCPs, such as contract sales personnel; (ii) call center personnel providing promotional or non-promotional information to HCPs; (iii) public relations firms and other suppliers authorized to communicate promotional or non-promotional information on behalf of ASTRAZENECA; (iv) management of promotional and non-promotional speakers, speaker programs, conventions, HCP conferences and advisory boards; (v) services of scientific personnel to develop and disseminate non-promotional information about ASTRAZENECA products; (vi) Contract Research Organizations and Academic Research Organizations contracting with HCPs to perform studies; and (vii) authorship of articles relating to marketed products sold in the US, including health economics and real world evidence articles. CIA Covered Persons do not include individuals who are engaged solely in the provision of technical IS or IT support or who work less than 80 hours per calendar year in the performance of CIA covered services.
- 20.2 Notice of CIA Covered Persons. Supplier shall provide the name, title, telephone number and email of any CIA Covered Person no later than 5 business days after an individual becomes a CIA Covered Person. Notice shall be sent to Commercial.Operations@astrazeneca.com.
- 20.3 Obligations of CIA Covered Persons. Within 30 days of becoming a CIA Covered Person, a CIA Covered Person will be required to take a minimum of four hours of training and certify that he or she has received, read, understood and will abide by ASTRAZENECA's Code of Conduct. The training and certification will be provided on ASTRAZENECA's corporate learning management system, AZLearn. CIA Covered Persons are required to report promptly to the ASTRAZENECA Ethics Helpline any suspected or actual policy violations committed during the performance of CIA Covered Services. Any such report can be made, on an attributed or anonymous basis, by calling the Helpline at (866) 99 ETHICS or via the website www.AZethics.com.
- 20.4 Screening. Supplier shall ensure that all CIA Covered Persons are not excluded, debarred, suspended or otherwise ineligible to participate in federal healthcare or procurement programs by querying the GSA's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>) and HHS's List of Excluded Individuals/Entities (http://oig.hhs.gov/fraud/exclusions/exclusions_list.asp).
- 21 Supplier Compliance Training**
- 21.1 Supplier shall ensure that all Supplier's employees and sub-contractors, if applicable who are assigned by Supplier to perform services for, or on behalf of ASTRAZENECA shall successfully complete any required compliance training as directed by ASTRAZENECA prior to commencing any such services for ASTRAZENECA.
- 21.2 Supplier shall permit ASTRAZENECA to audit Supplier's records regarding the successful completion of such mandatory compliance training.
- 21.3 Supplier shall designate one individual from Senior Management, or other responsible employee, acceptable to ASTRAZENECA, who shall be responsible for ensuring that Supplier's employees and subcontractors, if applicable, shall have successfully completed this mandatory compliance training and who shall certify in a form acceptable to ASTRAZENECA, that all employees and any subcontractors retained by Supplier to perform services for, or on behalf of, ASTRAZENECA, have successfully completed this mandatory compliance training prior to commencing any such services.
- 22 Contracts with healthcare professionals**
- Supplier shall not contract with or make any payments to healthcare professionals on behalf of ASTRAZENECA without ASTRAZENECA's prior written approval ASTRAZENECA. In the absence of such approval, ASTRAZENECA shall enter into a separate contract for services with each Healthcare Professional and shall be solely responsible for and shall made all payments to Healthcare Professionals under such contract with the exception of payments for primary market research and competitive intelligence services.