

1. SCOPE - ENFORCEABILITY

These general terms and conditions of sales (“GTS”) shall apply to any provision of ad-hoc market research and services related to non-interventional studies (“Services”) carried out by A+A to the benefit of the client (“Client”).

The GTS prevail over any other terms and/or conditions mentioned on any other document with the same subject matter. The reservations and modification of the GTS shall not be enforceable unless they are beforehand formalized in a written document and signed by a duly empowered representative of A+A.

2. PARTIES OBLIGATIONS

2.1. A+A will perform the Services in accordance with GTS and A+A’s business proposal concerned (“Agreement”).

In accordance with the professional codes of ethics and deontological regulations which apply to market research (ESOMAR, EphMRA, BHBA), A+A shall commit itself to a general best-efforts obligation. A+A shall exercise all the care and diligence necessary in the execution and fulfilment of the Services.

Client acknowledges and agrees that the response rates to study, surveys and market research projects cannot be predicted accurately, and that the results are estimates made from samples and are based on answers given by respondents over which A+A has no influence, and are therefore subject to a margin of error due to the statistical process of information.

A+A undertakes to comply with all applicable legislations, regulations, conventions, accepted industry standards and guidelines, codes of conduct, permits and licenses pertaining to the Services.

In particular, A+A shall comply with any transparency regulations in force in the country(ies) where the Services are provided.

2.2. Client undertakes to give to A+A any documents, information, materials, samples and/or items deemed necessary for the provision of the Services (“Clients’ Materials”). All Clients’ Materials given to A+A by the Client must comply with all laws and regulations in force and shall not violate the rights of a third party. Client shall provide necessary information concerning their utilization and the methods of transport and storage. The Client shall guarantee A+A against any legal action or claim by persons having incurred a loss or harm because of their utilization of these Client’s Materials.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. Any and all intellectual property rights that are and have been developed independently of this Agreement (“Background Intellectual Property”) by a party remain the property of that party.

Any results resulting from a syndicated project as defined by the EphMRA Code of conduct are part of Background Intellectual Property of A+A.

3.2. Except as otherwise set out in article 3, Client shall, upon receipt by A+A of full payment of the Services and results, be the exclusive owner of intellectual property rights attached to the results resulting from the Services. Client will be entitled to use the results for its bona fide and proper business purposes.

3.3. In the event of publication of all or part of the results, Client shall prior inform A+A and undertakes i) to mention the required legal information (for market research projects, those in light of ethical codes applicable), and in particular the name of A+A, and ii) to reflect the reality of the results provided by A+A. The publication draft must be submitted by the Client to A+A for prior approval. In any case, the Client shall not disclose any information to third parties which would be harmful to the commercialization, marketing or credibility of the results of A+A and A+A itself. In particular, the Client shall not disclose the results in a manner which exaggerates, distorts or misrepresents the information or data provided by A+A or in a manner likely to harm A+A’s reputation.

4. PRICE

In consideration of the Services and results provided by A+A, the Client will pay to A+A the amount agreed between the parties in A+A’s business proposal, excluding VAT. VAT will be paid in addition if applicable. Unless otherwise provided for in A+A’s business proposal or otherwise agreed in writing by the parties, the payment terms are as follows: 50% from acceptance of the order by the Client, the remaining 50% upon delivery of the final report of the results.

The payment of the invoices by the Client will take place thirty (30) days from the date of the invoice. In the event of late payment, A+A reserves the right to apply late payment penalties of 1 % (one percent) per month of delay or, to the extent applicable, the legal late payment rate.

Any additional services to those provided for in A+A’s proposal will be subject to additional cost.

5. PHARMACOVIGILANCE – REPORTING PROCEDURE

5.1. A+A undertakes to follow the BHBA standards (instructions, pharmacovigilance report form and reconciliation) for pharmacovigilance reporting, during the provision of the Services.

5.2. Any adverse event mentioned during the course of the Services should be reported by A+A to the Client Drug Safety Department within one (1) business day (or, at the latest, within three (3) calendar days in case the information are received after A+A business hours, on a Friday or the day before/during a weekend/bank holiday) after becoming aware of this pharmacovigilance case. At the end of fieldwork, A+A will send a reconciliation form to Client within a timeframe agreed between the parties.

5.3. A+A undertakes that all its personnel is informed of pharmacovigilance reporting procedure according to BHBA standards and shall provide Client with a valid certificate of compliance with these standards upon request. When the Client provides for a Client’s pharmacovigilance reporting training, A+A ensures that all its employees who will work on the Services and that could have access to pharmacovigilance reporting information will follow this training.

6. DATA PRIVACY

6.1. When General Data Protection Regulation 2016/679 of the European Parliament and of the Council of April 27th, 2016 (“GDPR”) does apply, each party shall comply with its obligations GDPR, and in any case with all applicable personal data protection laws.

Both parties declare that they have (i) performed all notifications and submitted all requests for authorization to their respective data protection authority as may be required for the processing of the personal data under their responsibility, and (ii) complied with all obligations applicable to the processing of personal data (including any data subject information obligation). In particular, when A+A receives from the Client, or from a third party acting on behalf of the Client, a file containing personal data of potential respondents that have to be contacted for the performance of the Services, the Client confirms and warrants to A+A the compliance of such file with the requirements of data privacy regulations, like GDPR, and warrants that the Client, as well as, if applicable, the third party acting on its behalf, have the necessary rights and permissions to transfer such file to A+A for the performance of the Services by A+A and its subcontractors.

6.2. A+A as dataprocessor will process personal data of project subjects (“Subject Personal Data”) only for the purpose of performing the Services on behalf of Client and only in accordance with Client’s documented lawful instructions.

6.3. According to market research rules, A+A cannot disclose to the Client any personal data that could allow to identify a project subject (e.g.: names of respondents) (except regarding pharmacovigilance legal obligations as long as the project subject has accepted such disclosure). Therefore, in order to maintain the anonymity of project subjects in accordance with to market research rules, Client delegates to A+A the management of the request from project subjects seeking to exercise any data subject right under GDPR. For files containing personal data of potential respondents sent to A+A by the Client or on its behalf, A+A shall inform the Client of any requests of persons that are on such list and that would like to exercise their data subject rights so that the Client may comply with such requests within the legal timeframe.

6.4. A+A shall, to the extent legally permitted, promptly notify the Client if A+A receives any requests relating to the processing of Subject Personal Data from applicable data protection authorities. To the extent Client, in its use of the Services, does not have the ability to address such a request, A+A shall, upon Client's request, provide commercially reasonable cooperation to assist Client (including, in so far as is possible, by appropriate technical and organizational measures) to respond to any such request. To the extent legally permitted, Client shall be responsible for any reasonable costs arising from A+A 's provision of any assistance or co-operation provided pursuant to this section, including any fees associated with provision of additional functionality.

If the Client has (i) to carry out data protection impact assessments and/or (ii) to provide information to data protection authorities to comply with law, A+A will provide reasonably requested information regarding A+A Services at Client's expense.

6.5. Client agrees that in order to provide the Services, A+A may engage sub-contractor(s) that could process Subject personal data on Client's behalf. Before involving them, A+A will submit to Client for prior approval said sub-contractors who have to process Subject personal data on Client's behalf. The Client shall provide its prior written approval within three (3) business days after submission by A+A of a request to involve a subcontractor.

In case this approval is provided after such time period or the proposed subcontractor is refused, A+A will not be liable of any delay regarding the conduct of the Services that is due to such delay or refusal.

Where the Client authorizes a sub-contractor, A+A will enter into a written agreement with such sub-contractor imposing data protection terms that require the sub-contractor to protect the Subject personal data to the same standard provided for by these GTS, to the extent applicable to the nature of the services provided by sub-contractor.

6.6. Client acknowledges and agrees that A+A may transfer and process Subject Personal Data anywhere in the world where A+A, its Affiliates or its sub-contractors maintain data processing operations, provided that A+A provides at all times an adequate level of protection for the Subject Personal Data processed and provided A+A inform the Client before the transfer, in accordance with the requirements of GDPR and this Agreement.

6.7. A+A shall delete all Subject Personal Data in its possession or control three (3) years after the end of the Services.

7. CONFIDENTIALITY

A+A and the Client undertake to maintain the confidentiality of any information and documentation, of whatever nature, concerning the other Party to which each party could have access when rendering Services, and that for a duration of 5 (five) years as from the end of the project.

Both parties shall take towards their employees all necessary measures to ensure the respect of confidentiality of all information and documents.

8. LIABILITY

A+A undertakes to perform the Services with the due diligence and care specific to a professional specializing in the Services offered. A+A shall be responsible for any direct damage that may be caused to the Client and/or its Affiliates arising from or in connection with the performance of Services either by A+A and/or its subcontractors.

The Client acknowledges that it has consulted all the documents and information related to the Services provided to it by A+A and declares that it is fully informed of the limits specific to market research, and in particular the limits that may apply to the results and the methodology used to obtain the results.

In the event that A+A's liability is incurred, the latter will be limited to the amount paid for the Services concerned. Under no circumstances will either party be liable for: (a) any loss of business, revenue, profits, or damage to goodwill, whether arising directly or indirectly, or (b) for any indirect, punitive, special, incidental or consequential damages.

9. FORCE MAJEURE

Neither party shall be liable to the other party or shall be in default of its obligations hereunder if such default is the result of a force majeure event as defined by law and case law.

10. TERM AND TERMINATION

10.1. The Agreement is binding upon the parties and their respective permitted successors and assignees as of the acceptance of A+A's proposal by Client and shall remain effective until the end of the provision of Services, unless otherwise specified in writing.

10.2 Notwithstanding the above, this Agreement may be terminated at any time by written notice with acknowledgement of receipt by any party if the other party fails to observe, perform, or otherwise breaches any of its obligations under this Agreement in any material respect in whole or in part, provided such failure continues for a period of one (1) months after receipt by the defaulting party of written notice thereof from the other party specifying such failure to cure.

Further, Client may terminate this Agreement at any time upon thirty (30) days' prior written notice to A+A.

10.3. In the event of early termination, the amount of Services and expenses payable under this Agreement, shall be limited to the pro-rated fees incurred for actual work ordered by the Client and properly performed through the effective date of termination, plus all actual costs incurred to complete activities associated with the completion of the Services.

11. APPLICABLE LAW - JURISDICTION

The Agreement is governed by and construed in accordance with French Laws. In the event of a dispute, exclusive jurisdiction is allocated to the courts with jurisdiction in Lyon, France, notwithstanding several defendants or the introduction of third parties.