

# HCP SUPPORT AGREEMENT

## Terms and Conditions

### 1. Definitions

In these terms and conditions the following terms have the following definitions:

- 1.1. "Hospitality" includes any accommodation, travel, food and drink provided by, or on behalf of, Theramex to HCPs, must only be provided in relation to an authorised event. The hospitality provided must be modest in nature, in proportion to the length and time of day of the meeting, and secondary to the meeting;
- 1.2. "Agreement" means these terms and conditions;
- 1.3. "Date" means the date of the Meeting;
- 1.4. "Beneficiary", "Delegate" or "you" means the individual entering into this Agreement;
- 1.5. "Joining Instructions" means the document provided to you prior to your attendance; this will provide details of your arrangements to attend;
- 1.6. "Event" means the event, meeting, congress or symposium;
- 1.7. "Registration" means when you register for the event; and
- 1.8. "Venue" means the location of the Meeting.

### 2. HCP Sponsorship Requirements

- 2.1. You confirm that you hold a higher medical education or doctorate degree, have relevant expertise or specialty, have a legitimate need for the education provided at the meeting, and are fluent in the language of the meeting.
- 2.2. You are required to attend the core dates of the event.

### 3. Event Details

- 3.1. The Meeting will take place at the Venue on the Date(s) detailed above.
- 3.2. Theramex will provide travel and hospitality in compliance with the ABPI Code of Practice and applicable laws.
- 3.3. If relevant, Theramex will be responsible for arranging your flights, reasonable accommodation, registration fees, evening meals arranged by Theramex and transfers outlined during online registration.
- 3.4. If you are making your own travel arrangements, you are responsible for ensuring that your travel arrangements will enable you to arrive and depart in time to attend the Meeting for the full duration.
- 3.5. Single occupancy accommodation will be provided for each attendee for the period specified during registration.

### 4. Event Requirements

- 4.1. You must not:
  - 4.1.1. leave or fail to attend any relevant session;
  - 4.1.2. bring a guest; or
  - 4.1.3. Engage in lavish hospitality or side trips.
- 4.2. You must attend all organised Session Reviews held during any Meeting as specified in your Joining Instructions, to share details of sessions and knowledge gained with other delegates.
- 4.3. You must collect any registration materials.

### 5. Hospitality

- 5.1. Where possible and practical all travel, accommodation and meal payments should be made by Theramex on a non-refundable, non-transferable and non-changeable basis directly with the airline, hotel, train company or other provider.
- 5.2. Where it is impractical or not possible to make arrangements as described in 5.1, you may be reimbursed for actual and reasonable travel costs, accommodation and meals incurred if approved by Theramex in connection with the performance of this agreement and in line with the rules set out in 5.4-5.7

# HCP SUPPORT AGREEMENT

5.3. Expenses must only be reimbursed upon presentation of appropriate receipts or other documentation.

5.4. Reimbursement will be made on the bank details provided above. These must be the Beneficiary's or their direct employer's bank account.

5.5. Flights:

5.5.1. In the event that the proposed Journey Time is equal to or less than six (6) hours, Theramex will provide non-flexible economy class, or equivalent, air travel to delegates sponsored to attend the Meeting.

5.5.2. In the event that the proposed Journey Time is greater than six (6) hours, Theramex will provide nonflexible premium economy class, or equivalent, air travel to delegates sponsored to attend the Meeting;

5.5.3. To make amendments to your flight arrangements once the ticket has been issued on behalf of Theramex, you will be responsible for any costs incurred because of the changes.

5.6. Car Travel: Theramex will reimburse you on a petrol or diesel consumed basis (per mile) at the current rate set by HMRC, once Theramex has been provided with a completed Expense Claim Form.

5.7. Rail Travel: Theramex will reimburse reasonable rail tickets where required for your journey to the Meeting, once Theramex has been provided with the relevant receipts and a completed Expense Claim Form. Theramex will not reimburse 'Anytime', 'First Class' or equivalent rail travel tickets.

5.8. Accommodation: must be booked by Theramex travel provider. In an appropriate hotel, up to 4 stars, within reasonable distance from the Venue.

## **6. Additional Beneficiary responsibility**

6.1. It is your responsibility to:

6.1.1. arrange appropriate travel and medical insurance to attend the Meeting;

6.1.2. arrange appropriate vaccinations;

6.1.3. ensure passports are valid for travel to your destination;

6.1.4. apply for relevant visa or electronic travel authorisation applications; and

6.1.5. locum requirements.

6.2. Theramex will not reimburse you for any expenditure or costs incurred in relation to the requirements set out at clause 6.1.

## **7. Other Expenses**

7.1. Personal expense items, including but not limited to, telephone calls, drinks, snacks, laundry, and pay-perview

television, are the responsibility of the individual and you should settle these expenses when checking out of the Accommodation.

7.2. Delegates travelling to congresses or meetings being held outside of the UK are responsible for organising and paying for their own arrangements to and from the airport of departure.

7.3. If you do not avail of the services organised by Theramex, any costs incurred as a consequence are your responsibility.

## **8. General Conditions applicable to your support**

8.1. Theramex will not arrange or facilitate trip extensions or other deviations from the planned itinerary.

8.2. This Agreement is personal and is not transferable and provision cannot be made for accompanying persons, even where there is an oier to cover additional costs.

8.3. Theramex will not arrange or facilitate travel, lodging or meals for anyone else including spouses or guests to permit their attendance at any Theramex-sponsored Meeting.

8.4. Should your circumstances change and you are unable to continue with the originally agreed travel plan, Theramex will need to consider any requests for changes on a case-by-case basis. Due to limited places and budget control, it will not always be possible for Theramex to support any changes in logistical arrangements once these have been confirmed.

8.5. Places may be limited and will be allocated on a first-come-first-served basis on receipt of a completed registration.

# HCP SUPPORT AGREEMENT

8.6. Your Registration is subject to Theramex's due diligence checks, which aim to ensure that no conflict of interest exists which may preclude or limit your participation. You agree to disclose to us any position you hold where there is a potential ability to influence Theramex's business.

## 9. Ethics and Anti-Bribery

9.1. The Sponsorship described in this letter is subject to each party understanding that it is not an inducement to prescribe, supply, administer, recommend, buy or sell any medicine.

9.2. You agree that you have, and will continue to, comply with all applicable legal and ethical rules and workplace regulations that apply to your participation in any Meeting.

9.3. If you are a member of any governmental or hospital committees which may handle matters related to Theramex's business, you agree that you:

9.3.1. have taken and will continue to take, all appropriate steps to fully comply with all Committee rules that relate to disclosure of your relationship with Theramex; and

9.3.2. will decline from deliberating and decision-making on matters that may impact Theramex's business.

9.4. You will promptly inform Theramex of any changes to this representation so that we may review this sponsorship and take appropriate measures to resolve them, including terminating the sponsorship.

9.5. You have disclosed this sponsorship and the expenses covered by Theramex to your appropriate supervisory authority, in the event that acceptance of this sponsorship is not governed by any applicable legal and ethical rules.

9.6. In the performance of this Agreement, you and Theramex shall adhere to business practices that are in accordance with the letter and spirit of applicable laws (including, but not limited to ABPI Code and UK Bribery Act 2010, and related legislation).

## 10. Transparency

10.1. The parties acknowledge that Theramex is required, by the ABPI Code of Practice for the Pharmaceutical Industry (the "ABPI Code"), to document and publicly disclose certain transfers of value made to health professionals and healthcare organisations, and these include information about the payments or other transfers of value provided to you under this Agreement such as registration fees, travel and accommodation expenses. Accordingly, Theramex shall publicly disclose transfers of value to you for the purposes of its legitimate interests in transparency, which may include:

10.1.1. storing, processing and using such information relating to you and arising out of this Agreement for the purposes of its business (including, without limitation, your name and the amount and/or value of the transfer made to you under this Agreement);

10.1.2. disclosing such information to the ABPI, as required by the ABPI Code to monitor the activities of member companies and those agreeing to abide by the ABPI Code to ensure compliance with the terms and spirit of the ABPI Code, particularly in relation to the prohibition of inducements to supply or prescribe particular products; and

10.1.3. transferring such information to other affiliates and/or to any third party providing services to Theramex for the purpose of storage, use and public disclosure of such information and/or to comply with codes of practice and laws applicable concerning transfers of value made to health professionals and healthcare organisations.

## 11. Data Privacy

11.1. All personal data will be stored and processed in accordance with Data Protection Law. For the purposes of this Clause, "Data Protection Law" means any applicable data protection or privacy laws to which either party, as applicable, is subject in connection with this Agreement. If applicable, Theramex may be required to retain or disclose your data to comply with legal or regulatory requirements.

11.2. If you wish to inform Theramex that personal information about you requires updating, amending or deleting, or you wish to object to the disclosure of your transfer of value data, you should email [data.privacy@theramex.com](mailto:data.privacy@theramex.com).

# HCP SUPPORT AGREEMENT

## **12. Governing Law**

15.1 This Agreement and your and our rights and obligations under it will be governed by the laws of England and Wales.

## **13. Entire Agreement**

16.1 This Agreement constitutes the entire agreement between you and us and supersedes all prior agreements.

These terms and conditions shall govern our relationship.

## **14. Assignment**

7.1 This agreement is personal to you and may not be assigned or otherwise transferred to another individual,

without obtaining Theramex's prior written approval.