

GENERAL TERMS AND CONDITIONS FOR MARKET RESEARCH SERVICES

The acceptance and subsequent execution of the research work to which this Offer relates implies full and unqualified acceptance of the following General Terms & Conditions. The only exceptions to the applicability of these General Terms & Conditions shall be those that have been previously agreed and accepted in writing by an authorised representative of each of the parties. This Offer is valid for 3 months after its submission to the Client. Services.

1.- SERVICES:

- a) The research study shall be carried out in accordance with the terms and conditions of this Offer, and fully comply with the with the UNE-ISO 20252 standard, and ISO:9001
- b) Research study to which this offer relates shall be carried out according to the specifications described in this document. Any change needs to be approved both by Ipsos and the Client. At the same time, any change required by the Client may have an impact on the budget and timing of the study.
- c) All Services performed pursuant to the Agreement shall be rendered in accordance with all generally accepted professional industry standards and practices applicable to the advertising and marketing research industry including, without limitation, the International Code of Marketing and Social Research Practice issued by the ICC and ESOMAR, Best Practices in the Pharmaceutical Industry (" Code Farmaindustria ") and ensures that the development of the study will continue as established in the same Likewise, the Agency meets and complies with the provisions of the Code of Conduct of the European Pharmaceutical Market Research Association (EphMRA).
- d) Ipsos is responsible for all data collection and data processing related to the research study. These activities will be carried out by Ipsos staff or by qualified outsourced suppliers.
- e) In qualitative research, unless otherwise stated, respondents shall be selected using a random recruitment method. Ipsos uses ANEIMO's SACC system to control participant's repetition. Unless otherwise stated, in-depth interviews and focus groups will be conducted at suitable venues for market research purposes. Topics to be covered by the discussion guide will be those specified in the objectives of this proposal.
- f) Unless not required by the study, data processing will include: data entry, coding of open ended questions according to a pre-established plan, data editing and cleaning by computer or manual processing, file preparation by Ipsos' standard software and data analysis using statistical methods adequate to the research

2.-TERM AND TERMINATION. The Agreement will become effective as of the date of approval of the project Client and shall remain in force until completion of the Services (the "Term"). Either party shall have the right to terminate the Agreement, effective immediately, at any time, if the other party fails to either perform any material obligation or to cure a material breach within fifteen (15) business days of receiving written notice by the non-breaching party to that effect. The termination provisions set out in this Section are not exclusive, and are in addition to, and not in limitation of either party's rights under the Agreement or at law.

3.-EFFECTS OF TERMINATION OR CANCELLATION. Upon termination of the Agreement for any reason the client is obligated to pay for services incurred by IPSOS up to the effective date of termination. In the event that the client would terminate the Agreement without cause and IPSOS had made 50% or more of the fieldwork, the client will be obligated to additionally pay 20% of the total price of services in respect of Anticipated cancelation.

4.-FINANCIAL TERMS.

- a) IPSOS will invoice the client for 70% of all services upon project acceptance, and the remaining 30% upon delivery of final results. All prices mentioned in the proposal will be incremented with the corresponding VAT or whichever applicable tax.

- b) All invoices shall be fully paid to Ipsos within 30 days of issuance date. Any invoice not paid in full within the agreed payment term will be incremented with a 1,5% monthly interest fee. Such interest fee will be calculated 30 days after the initial payment date and until the invoice has been paid in full. Failure to comply with the agreed payment terms by the Client may result in the suspension or cancellation of the work in progress, and pending information will not be delivered until a solution regarding the payments in question has been reached, without prejudice to subsequent measures to collect payment for the commissioned services.
- c) Payments will be in the currency specified in this offer. If the Project specifies that Ipsos shall invoice in a currency other than its national currency, then Ipsos shall have the right to increase all fees under the Agreement if, on the date payment is made by Client the rate of exchange of the two currencies has changed so that the value of the currency specified in the invoice compared to the national currency of Ipsos has increased by more than one percent (1%) from the date of the Agreement.
- d) In the event that Ipsos is required to incur any out of pocket or third party pass through expenses (including without limitation honoraria and focus group facility and moderator expenses) or additional costs (including without limitation travel and lodging) which are not set forth in the Sales Order, then, provided that Client is notified of and reasonably approves all such expenses in advance, Client shall reimburse Ipsos for such expenses within thirty (30) days of date of invoice.
- e) Purchase Order is required to commission the research, the Client shall communicate the Purchase Order number before commencement of research.

5.- PRODUCTS If the Client had to supply any product or material (samples, etc.), he shall do so in time and manner according to the specifications of this offer. If this is not complied with, Ipsos shall not be held responsible for not meeting the deadlines set forth in this offer. The Client shall warrant that the product is manufactured and handled in keepings with the effective legislation, and shall take responsibility for any liability that may arise from the use or consumption of the said product, assuming liability for any lawsuits and financial consequences related to the damages it may cause to respondents.

6.- CONFIDENTIALITY

- a) "Confidential Information" shall mean all information relating to the intellectual property and business practices of either party including, without limitation: (i) information relating to research and development, methodologies, processes, know-how, specifications; and (ii) business plans, financial information, products, services, costs, sources of supply, strategic, advertising and marketing plans, customer lists, pricing methods, project and commercial proposals (including the Proposal and the Sales Order and any information contained in those documents), personnel, and business relationships.
- b) Neither party receiving Confidential Information from the other party shall (i) use Confidential Information received from the other party under this Agreement for any purpose other than to fulfill its obligations under this Agreement; (ii) disclose such Confidential Information to any third party, except for those of its employees with a need to know the information in order to perform their obligations hereunder and provided that they are made aware of and agree to be bound by the obligations of confidentiality contained herein. The receiving party further agrees to use the same degree of care in safeguarding the confidential information as its uses for its own information, but in no event less than a reasonable degree of care. Upon written request, the receiving party shall return all Confidential Information to the disclosing party.
- c) The obligation of confidentiality, however, shall not apply to information which: (i) is, at the time of receipt or dissemination, or thereafter becomes generally available to the public; (ii) the receiving party possessed at the time of receipt thereof from the disclosing party, and was not acquired directly or indirectly from the disclosing party; (iii) is acquired or rightfully received and without confidential limitation by the

receiving party from a third party; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is required to be disclosed pursuant to court order or law requirement, provided that receiving party first gives the disclosing party reasonable notice of such court order or law requirement and an opportunity to oppose and/or attempt to limit such production.

7.- PERSONAL INFORMATION.

- a) Ipsos and Client shall comply with the provisions set out in the Spanish regulations regarding data protection.
- b) IPSOS guarantees the confidentiality of all personal data, including those supplied by the Client (either Client's own or third party's data), both before and after using them. Personal data will be used exclusively to provide the services described in this offer. If personal data is supplied by the Client, Ipsos shall be held responsible for data treatment according to clause 12 of Ley Orgánica 15/1999, and will use data only and exclusively according to the Client's instructions and to fulfil the obligations derived from this Offer, and shall not disclose such data to any third parties other than to carry out the work described in this offer. Both parties agree to take all the necessary technical and organizational measures to ensure the security of personal data so as to avoid any alteration, loss, treatment or unauthorized access, taking into consideration technological conditions, the nature of the stored data and the risks they may be exposed to. The Client ensures that personal data supplied to Ipsos for market research activities have been collected according to the relevant legislation related to data protection – specifically clauses 4 to 7 of Ley Orgánica 15/1999– and that the supplied data may be used for the type of treatment Ipsos is required to conduct.
- c) Pursuant to its applicable professional rules, Ipsos shall not be required to disclose the identity or any other personally-identifiable information ("Personal Information") relating to respondents to Client, except as permitted by and in accordance with such applicable professional rules. In any instance of such permitted disclosure, Client hereby agrees to maintain the confidentiality of any Personal Information disclosed to it. As a condition to the delivery of Personal Information of respondents to Client, Ipsos may require Client to execute Ipsos' Personal Information Disclosure Agreement in order to ensure compliance with this section and applicable industry rules.
- d) Client shall only disclose to Ipsos Personal Information about its customers or others in material conformance with (i) any statement or policy that Client provides to such data subjects concerning the use and disclosure of Personal Information and (ii) applicable law. By way of example and not limitation, in the event that Client, for the purposes of the Services, provides Ipsos with Personal Information, Client hereby warrants that the file conforms to all applicable legislation and regulations in force, and asserts that it has the rights and authorizations necessary to provide said Personal Information to Ipsos for use within the context of the Services. It is the responsibility of Client to complete the appropriate formalities so that Ipsos has the right to process any personal data. Ipsos accepts no liability and shall not bear any costs resulting from any failure by Client to fulfil the legal requirements in terms of data protection.

8.- OWNERSHIP.

- a) Unless otherwise stated, all data obtained in this research study will be the property of the Client, and may not be used by Ipsos for any other purpose, nor delivered to anyone but the Client, without his express written consent. All the information supplied to the Client by Ipsos to document the offer (clients, research experience, etc.) and specifically related to this offer shall not be used by the Client for any purpose other than to evaluate the adequacy of this offer, as it constitutes Ipsos' intellectual property. The client shall not facilitate copies to third parties or use the general design of the methodology without Ipsos' written consent.
- b) Client shall own the report(s), analysis, data or other deliverables identified in the Agreement prepared by Ipsos specifically for Client hereunder (the "Deliverables"). The Deliverables shall not include, and Ipsos shall retain the exclusive ownership of the following: (i) any proposal for the Services, excluding any Client confidential

information; (ii) Ipsos' trademarks, logos, copyrights and other intellectual property rights; (iii) Ipsos' know how, technologies, and proprietary methodologies, including, without limitation, processes, products, tools, formulae, algorithms, lesson learned presentations, models, databases, computer programs and software used, created or developed by Ipsos in connection with Ipsos' performance of Services under this Agreement, including without limitation, any derivatives, modifications or enhancements thereto; and (iv) all questions and questionnaires, except to the extent that Client has provided such material or if specifically provided for in the Agreement (collectively, "Ipsos IP"). Client acknowledges and agrees that all Ipsos IP shall remain the sole and exclusive property of Ipsos and, Client will not reverse-engineer, decompile or disassemble any Ipsos IP. Client further agrees that Ipsos may maintain data, including test level and respondent level information, obtained in the course of performing Services in Ipsos' databases for industry studies, benchmarking and validation of its professional norms and standards, provided that (i) such data will only be used or disclosed in an aggregated, manipulated form, and (ii) Ipsos will never identify the source of any such data or information as that of Client. In addition, Ipsos may retain one copy of the Deliverables for archiving purposes.

- c) At the end of the study, unless otherwise stated, Ipsos will provide the Client with a computer file covering all research results. Also, the study's detailed information will be made available to the client upon request.

9.- PUBLICITY AND USE OF DELIVERABLES.

- a) If Client or its agents wish to publish the Deliverables in the public domain including, without limitation, in advertising, marketing or promotional materials, press releases or press conferences, it must come to a written agreement with Ipsos on the form and content of the disclosure, as well as pledge to abide by ESOMAR regulations concerning the correct publication of research and surveys. Furthermore, at Ipsos' request, Client shall mention Ipsos as the source of the study in any such publication.
- b) The Deliverables shall not be used or presented in a misleading or illegal manner, or in any manner which would adversely impact upon the reputation or goodwill of Ipsos.
- c) Client shall inform Ipsos prior to the commission of the Services and the execution of the Sales Order if Client intends to use the Deliverables in connection with any dispute resolution, litigation, arbitration or other legal proceeding of any nature ("Litigation Purposes"). Client acknowledges that use of the Deliverables for Litigation Purposes may affect Ipsos' recommended methodological approach and study costs. In addition, if Client decides after the Services have been completed that it wishes to use the Deliverables for Litigation Purposes, it must first obtain the prior written consent of Ipsos, which Ipsos may withhold in its sole discretion.

10.- SUBCONTRACTING. Ipsos may, where appropriate, subcontract all or part of the Services to be provided hereunder to one of its approved suppliers or to an affiliate.

11.- NO JOINT VENTURE. Ipsos is an independent contractor and shall **NOT** be deemed a partner, joint-venturer, agent or legal representative of Client for any purpose whatsoever.

12.- FORCE MAJEURE. Under no circumstance shall Ipsos be responsible to Client for failure to provide the marketing research services or for its delay in performance in accordance with the Agreement due to any event or condition, not existing as of the date of signature of this Agreement, not reasonably within the control of Ipsos as of such date, which prevents in whole or in material part the performance by one of the parties of its obligations hereunder ("Force Majeure"). Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of State or governmental action, terrorism, riots, disturbances, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion or any other cause beyond Ipsos' reasonable control.

13.- GOVERNING LAW AND JURISDICTION The parties submit any ethical dispute which may arise between them to the arbitration of AEDEMO (the Spanish Association of Market and Opinion Research). The parties submit any dispute outside AEDEMO's jurisdiction to the Courts and Tribunals of Madrid city, waiving any other Jurisdiction which might otherwise apply.