

Kantar Health ISO 20252 Standards

All surveys are conducted in accordance with the requirements of our Quality System, which conforms to ISO 20252:2019. This certification applies to Kantar Health Marketing Insights consulting and research work in all geographies, including Europe, Asia-Pacific and North America. Receiving ISO 20252 certification is the culmination of a year-long continuous, quality initiative undertaken by Kantar Health and ensures that our clients receive the benefits of a global and consistent approach toward quality.

1 Quality Standards

1.1 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:

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

1.2 Kantar Health 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, Insights Association, BHBIA, MRS, Intellus and ADM, Sunshine Act, EFPIA Transparency Code and Data Protection legislations from each country.

1.3 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.

1.4 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.

1.5 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.

2 Proposal Assumptions

2.1 Objectives and methodology of the research project: Kantar Health aims to provide the most appropriate methodology to respond to the research objectives. However, if any unexpected circumstances occur, Kantar Health might use an alternative methodology or follow-up method to meet research objectives.

2.2 Reporting and presentation of results: If not specified, the final report will be provided in PowerPoint format and delivered to the client via email. Presentation will be arranged upon request.

2.3 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.

2.4 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.

2.5 Upon request, details on sample frame, sampling procedure, estimation on representivity, recruitment methods, planned weighting procedures and estimated reliability on subgroups will be made available to the client if not specified in the proposal already. Incidence rate is estimated; if it will change the price quotation, Client will be notified in advance.

2.6 The following items are available upon request if not included in the Proposal:

- (i) Topic areas of the questionnaire or discussion guide to be used
- (ii) Approaches to analysis and the scope of analysis
- (iii) Details on data processing, such as coding, editing, data entry and file preparation
- (iv) (If applicable) In qualitative research projects, the type of venue to be used for interviews or group discussion and whether or not viewing facilities are to be available
- (v) (If applicable) If secondary analytical sources are to be used, the nature of the sources and their anticipated use

(vi) Verbatim comments from interviews and/or group discussions can be provided as deliverables subject to each country's data protection laws. An additional cost may be involved.

(vii) 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.

(viii) Subcontractor details (see clause 6 in Standard Terms and Conditions). Subcontractors are often not decided until the project is commissioned. Hence, this information might be available only upon commissioning.

3 Adverse Events Reporting

3.1 Company shall carry out adverse events reporting in line with the relevant industry standard and as applicable and as provided for in the Statement of Work.

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

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

3.4 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.

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

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

3.7 Kantar Health can comply with any client designated Adverse Events Reporting procedure.

4 Statement of Applicability – (SoA) Required for ISO 20252:2019

Kantar Health has elected to include the following research services to be attested to this document in accordance with Annexes A, B, C, D, E and F in the ISO quality manual. For the same Annexes exclusions do apply where the activities as described in the column 'Excluded' will be excluded and outsourced to approved third party subcontractors in the described regions in the Explanation column.

Details of Kantar Health attested annexes are described as follows:

Annex	Attested	Excluded	Explanation

<p>Annex A: Sampling including access panels</p>	<p>Yes: Annex A.1 – A.4</p> <p>Kantar Health does confirm with clients the research design and methods to be used to select samples for research designs in all countries in the scope of ISO certification.</p>	<p>A.5 Access Panels</p>	<p>None of the local offices of Kantar Health in the scope is actively managing access panels.</p>
<p>Annex B: Fieldwork</p>	<p>Yes: Kantar Health does offer data collection for qualitative projects/moderation using telephone data collection/CATI and Face-to-Face fieldwork methodologies.</p>		<p>Telephone data collection/CATI:</p> <p>Fieldwork activity is only offered directly in South Korea, Taiwan, and India. It is fully outsourced to third parties in other units.</p> <p>Face-to-Face Interviewing:</p> <p>Fieldwork activities are fully included in France, UK, Spain, Taiwan, South Korea and India. In all other units this data collection methodology is excluded and may be done as a single event either directly or as a subcontracted service.</p>
<p>Annex C: Physical observation</p>	<p>Yes: Kantar Health does include data collection using physical observation methodologies (i.e. collection of data by Physical observation of activities (e.g., mystery shopping) without the use of direct questioning,</p>		<p>Kantar Health does offer data collection using physical observation methodologies whether provided directly by Kantar Health or as subcontracted service.</p>

	<p>questionnaires or discussion guides directly in the following countries</p> <ul style="list-style-type: none"> • Taiwan • China 		<p>Activity is fully included in Taiwan and China. In all other units this data collection methodology is excluded and may be done as a single event either directly or as a subcontracted service.</p>
Annex D: Digital observation	<p>Yes: Kantar Health does offer data collection fieldwork using passive methodologies (i.e. collecting comments from social media, Observation and/or tracking of online behavior) in the following countries:</p> <ul style="list-style-type: none"> • UK • Spain <p>This included how the sites, individuals or authors within them and their comments or posts were selected for inclusion in the research and /or how the comments and/or posts were collected (e.g., from questionnaires or user-generated content).</p>	<ul style="list-style-type: none"> • U.S. • UK • Germany • France • Italy • Spain • Australia • China • India • Singapore/Malaysia 	<p>Fieldwork activity is fully included in UK and Spain. In all other units, fieldwork for this data collection methodology is excluded and may be done as a single event either directly or as a subcontracted service.</p>
Annex E: Self-completion	<p>Yes: Kantar Health does offer data collection using self-completion methodologies including CAWI Interviewing with or without the use of panels (on- or offline), directly in the following countries:</p>		<p>CAWI Interviewing:</p> <p>Performed in South Korea and Taiwan only. All other units fully outsource this methodology to third parties.</p>

	<ul style="list-style-type: none"> • South Korea • Taiwan 		<p>Postal Research:</p> <p>Excluded and may be done as a single event either directly or as a subcontracted service.</p>
<p>Annex F: Data management and processing</p>	<p>Yes: Kantar Health provides data management and processing using standard systems/applications including cloud- based applications and software to collect, store and archive market research related data. Procedures are covering data entry, coding, editing, weighting, file preparation, statistical analyses (i.e. done with SPSS) and tabulation, and all other aspects of data management and processing. Kantar Health does not offer software development services.</p>		<p>All notes to Annex F:</p> <ul style="list-style-type: none"> - Hard copy data entry is fully outsourced to third parties in France, Singapore/Malaysia and China - Coding & Data Editing is fully outsourced to third parties Singapore/Malaysia - Data management and processing of data table is fully outsourced to third parties in the U.S. and Singapore/Malaysia

5 Terms and Conditions

Acceptance of this Proposal is deemed to include acceptance of Kantar Health Standard Terms and Conditions.

5.1 Definitions

"Acceptance" means written, oral or other acceptance by a Client of a Proposal or Statement of Work by the Company for the Services. If a Client operates a purchase order system, then

Acceptance will only apply on receipt by the Company of the Client purchase order number for the agreed fees as per the applicable Statement of Work.

"Ad-hoc Services" means one-off bespoke or custom market research and/or consultancy services provided by Company which are not Continuous Services.

"Background Intellectual Property Rights" means all Intellectual Property Rights owned by the Company or Sub-Contractors prior to this Contract or developed separately from it.

"Client" means the party to whom the Company provides the Services as per the applicable Statement of Work.

"Company" shall mean the designated Kantar Health or Evidencias legal entity in the Proposal contracting with the Client under these Terms and Conditions. Kantar Health legal entities include Kantar Health LLC, Diamond (KH) UK AssetCo Limited, Kantar Health SAS, Diamond (KH) Germany HoldCo GmbH, Kantar Health Srl, Diamond (KH) Spain LocalCo, S.L., Diamond (KH) China AssetCo, Diamond (KH) Singapore Private Limited, Diamond (KH) Taiwan HoldCo Limited, Diamond (KH) Korea AssetCo Ltd., Diamond (KH) Israel EmployerCo Ltd., Kantar Health do Brasil Pesquisa E Consultoria em Saúde Ltda., and ZEG-Zentrum für Epidemiologie und Gesundheitsforschung Berlin GmbH.

"Confidential Information" means all information, data or material of whatsoever nature in any form, which either party, discloses to the other pursuant to this Contract (including the Proposal and anything the receiving party creates which 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 which: (a) is in or enters 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 Services" means bespoke continuous or tracking market research and/or consultancy services and which are not Ad-hoc or Syndicated Services provided by the Company.

"Contract" means these terms and conditions together with the detailed services as included in the applicable Statement of Work constitute the entire agreement between the parties. In the event of a conflict; these terms and conditions prevail over those in the Proposal.

"Data Protection Legislation" means all laws and regulations, including laws and regulations of the European Union ("EU"), the European Economic Area ("EEA") and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Contract.

"Deliverables" means survey results, reports, data, summaries, comments, discussion, and/or analysis provided by the Company to Client as set out in the applicable Statement of Work.

“**GDPR**” means EU General Data Protection Regulation 2016/679 and the terms: “**Controller**”, “**Data Subject**”, “**Personal Data**”, and “**Processing**” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

“Initial Term” means the agreed minimum period of the Services as outlined in the applicable Statement of Work.

“Intellectual Property Rights” means inventions, patents, moral rights, copyright, database rights, trade marks, designs and/or all know how or intellectual property rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world in any techniques, principles and formats and in all proprietary materials, software, programs, macros, algorithms, modules, methodologies and anything else used or created in connection to the Services.

“Proposal” means the written proposal and/or quotation (exclusive of VAT unless otherwise stated) provided by the Company to the Client, which proposal shall be valid for acceptance for 1 month from the date of issue.

“Services” means the Ad-hoc Services and/or Continuous Services and/or Syndicated Services (as the case may be) as specified in the applicable Statement of Work.

“Statement of Work” means the document entered into by the parties which outlines their agreement in respect of the detailed Services and/or Deliverables and their related fees.

“Syndicated Services” means market research services which are either commissioned by the Company (or other Kantar Companies) or commissioned by and/or conducted for more than one Client and which includes subscription services.

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

5.2 1 The Contract

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

1.2 Any changes to the agreed Services or Deliverables may incur additional fees and/or expenses which will be agreed in writing between the Company and the Client prior to such changes being implemented.

5.3 2 Payment and Fees

2.1 Unless otherwise agreed in writing, for Continuous Services and Syndicated Services payment of the basic annual fees will be made in quarterly instalments in advance, commencing on the date of Acceptance and quarterly at the beginning of each quarter thereafter.

2.2 For Ad-hoc Services invoicing of the fees shall be based upon the duration of the Services as follows:

a) Statements of Work with a duration of less than 2 months 60% on Acceptance and 40% on completion; b) Statements of Work with a duration of between 2 and 6 months 50% on Acceptance, 40% on commencement of fieldwork and 10% on completion; and c) as otherwise outlined in the Statements of Work.

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 Unless the Proposal or Statement of Work details otherwise, all fees are quoted exclusive of Value Added Tax (VAT) (or any other equivalent sales tax or applicable withholding taxes). If any such taxes are due then the Company shall include such amounts on the invoice over and above the agreed fee.

2.5 Except where already included within the agreed fees; the Company shall be entitled to recover reasonable expenses incurred pursuant to the provision of the Services. Any such expense recharge invoices will include a breakdown. The Client reserves the right to request on an ad-hoc basis copy receipts for any individual items greater than £250.

2.6 For Services carried out wholly or in part outside the UK, 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 Statement of Work, the Company shall be entitled to charge for such obligations at the exchange rate which is in operation at the time the payment is made abroad.

2.7 Any prices quoted in a currency other than GBP Sterling in the Proposal are indicative only. At the time of Acceptance the Company may either enter into a forward contract with its bank based upon the project specific invoicing schedule and contractual payment terms to finalise the non-GBP fees for the Statement of Work, or they reserve the right to change the final price if the exchange rate moves by +/- 3% during the course of the Statement of Work. The Company also reserves the right to recharge any foreign currency losses or bank charges incurred as a result of payment not being received in line with the contractual payment terms on any such forward contracts.

5.4 3 Term and Termination

3.1 The Contract duration will be specified in the applicable Statement of Work.

3.2 Subject to clause 4.2; either party may terminate this Contract for convenience by giving the other party: (i) three (3) months' prior written notice in respect of Ad-Hoc Services; and (ii) 6 (six) months' prior written notice in respect of Continuous Services and Syndicated Services; provided no such termination may be effective earlier than the expiry of the Initial Term, if specified in the applicable Statement of Work.

3.3 In addition, in respect of Continuous Services or Syndicated Services, the Company shall be entitled to terminate such Services on 1 month's prior written notice where, in the Company's

reasonable opinion, the continued provision of such Services to the Client is not commercially viable (for example, where the number of subscribers to such Services falls below an acceptable level).

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

5.5 4 Change, Delay or Cancellation

4.1 If, the Client requests changes to the Services the Company reserves the right to revise the fees and timelines accordingly.

4.2 If Services are shortened, delayed, cancelled or terminated early under clause 3.2 above by the Client, the final invoice will include, the balance of the fees for providing the Services to the date of termination plus any reasonable costs and expenses committed by the Company prior to the change in Services, and/or any set-up costs not yet recovered, and/or recovery of any discounts which were conditional upon the original agreed scope (if applicable).

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 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 Services.

5.6 5 Adverse Events Reporting

5.1 Company shall carry out adverse events reporting in line with the relevant industry standard and as applicable and as mentioned in the Statement of Work. Kantar Health will report to Client an adverse event within one business day of first becoming aware of such a reportable event.

5.2 Kantar Health will cover up to ten adverse event reporting cases per country for each wave/ study. In such cases where the number of reportable adverse events exceed this amount, Kantar Health may pass the added cost on to the Client.

5.7 6 Subcontracting

6.1 To assist the Company in providing the Services the Company shall have the right to subcontract any part of the Services after consultation to appropriate third parties, agencies or fieldworkers. The Company may outsource the following services (but not limiting to) depends on project specification - fieldwork, hosting and scripting, coding, data editing, data processing, etc. where applicable. The Company is only responsible for the quality of the services 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.

5.8 7 Company's Obligations

7.1 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, (c) if conclusions and/or recommendations are required of the Company as part of the Services, such conclusions and/or recommendations are solely and exclusively an opinion of the Company and are based on variable assumptions used in the field of market research and forecasting and based on a controlled test environment. Whilst they are the result of careful analysis and thorough work procedures, they constitute a single factor among many to be taken into account by the Client; (d) Client shall be solely responsible for the consequences of any action taken by it based on the Deliverables or pursuant to its interpretation of the Deliverables; and (e) the Company shall use its best endeavours to meet the agreed timelines, however, the Client recognises that these dates are estimates only and Company shall not be responsible for any loss or damage as a result of a failure to meet such dates.

7.2 The Company disclaims all other warranties, either express or implied, including warranties for merchantability, and fitness for a particular purpose.

7.3 The Company agrees to use all reasonable endeavours to comply with the MRS Code of Conduct (www.mrs.org.uk), ESOMAR, EphMRA, Insights Association, MRA, BHBIA, Intellus, ADM, EFPIA and Transparency Code, where applicable to the Services.

5.9 8 Intellectual Property Rights and Public Statements

8.1 The Company shall own all Intellectual Property Rights, title and interest in the Proposal including all ideas, solutions and methodologies, unless subsequently purchased by the Client in an applicable Statement of Work, in which case clauses 8.2 through to 8.8 shall apply.

8.2 The Company shall own the Intellectual Property Rights in the Background Intellectual Property Rights.

8.3 For Syndicated 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 Services and after payment of all fees due to the Company to use the Deliverables for the bona fide and proper internal purposes of its business but shall not grant licences to others.

8.4 For Ad-hoc and Continuous 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 internal use and in connection with any relevant legal dispute. It is understood and agreed that Company retains all rights, title and interest in and to the Background Intellectual Property Rights. Company hereby grants to Client a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of this Contract), irrevocable, fully paid, royalty-free license to use the Background Intellectual Property Rights to the extent they are included in, and as necessary to use and exploit internally, the Deliverable(s) and solely as incorporated in such Deliverable(s). Further, all materials and intellectual property owned by third parties (such as third party data, images and software) shall remain the sole and exclusive property of such third parties, except as may be otherwise provided in an applicable agreement with such party, and subject to their license terms.

8.5 The Client shall not disclose the Deliverable publicly in any manner that is likely to harm the Company's or Kantar Companies' 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.

8.6 The Client understands that it must inform the Company in writing prior to the commencement of any work if it intends to make any advertising, public statement, marketing material, press releases or the like ("public statement") that contain the whole or any part of the Deliverables or any part of the Services.

8.7 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".

8.8 The parties 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, trade marks, logos, or slogans without the prior written consent of the Company.

5.10 9 Confidentiality

9.1 The receiving party agrees that it shall (a) use the Confidential Information only to fulfil its obligations pursuant to this Contract; (b) treat all Confidential Information of the disclosing party as secret and confidential and shall 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 (c) comply promptly with any written request from the disclosing party to destroy or return any of the disclosing party's Confidential Information except that the receiving party may retain a copy for legal purposes along with any copies retained within their computer system's back-up media taken as part of their standard disaster recovery procedures and so long as this clause 8 continues to apply to any such copies.

5.11 10 Data Protection

10.1 Both parties shall comply with their respective obligations under Data Protection Legislation in connection with the performance of their obligations under this Contract.

10.2 In the event that the Services and/or Deliverables involve the supply to the other party of Personal Data for the purpose of controlling or Processing the disclosing party shall prior obtain the necessary consent from the relevant individuals or ensure that it otherwise has the right under the Data Protection Legislation or other relevant local data protection laws and regulations to provide such data.

10.3 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 organisational security measures against unauthorised 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.

10.4 The Client warrants and undertakes that where it provides Personal Data to the Company it has lawfully obtained such Personal Data and has, without limitation to the generality of the foregoing obtained all necessary consents from Data Subject or that it has another appropriate legal basis to be able to Process such Personal Data in accordance with this Contract.

10.5 The Company shall reasonably cooperate with the Client in meeting the relevant requirements of Data Protection Laws (including, where applicable, article 28(3)(h) of the GDPR) in relation to Personal Data provided by the Client to the Company. Client accepts that certain sensitive information in relation to IT and security will be redacted before being audited and may only be audited at the Company's premises. With the Company's agreement, this audit may cover documents only or may include a supervised and controlled onsite audit, subject to Customer notifying Supplier of the identity of the Independent Auditor and that such Independent Auditors have entered into an appropriate confidentiality agreement with the Company. Audits shall take place no more than once in any calendar year. Costs of the audit, including appointment of the Independent Auditor, will be borne by Client. Company shall be entitled to review and retain any audit report, prepared by Independent Auditor and to consult the Independent Auditor on the content, prior to the report being submitted to the Client. For the avoidance of doubt, all confidential information of Company obtained pursuant to any audit shall be maintained in confidence and may not be disclosed to any third party. Neither the Independent Auditor or Client shall be permitted to perform penetration tests, vulnerability scans, or otherwise interrogate the Company's network or information technology systems. In no circumstances shall Client or Independent Auditor have access to (a) individual payroll and personnel files; (b) individual expenditure or records relating to the Company's other Customers; (c) any of the Company's overhead costs; or (d) the Company's server rooms or IT systems. Where "Independent Auditor" means an auditor from PWC, Deloitte, KPMG or Ernst & Young or another mutually agreeable internationally recognized auditing firm.

5.12 11 Limits and Exclusions of Liability

11.1 Neither party shall be liable for the other's loss of profits, loss of turnover, loss of data, loss of business opportunities, or indirect 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; and/or (c) any loss which may not be limited by law. The Company shall not be liable for any loss howsoever arising from or in connection with the Client's interpretation of the Deliverables.

11.2 Save in relation to the indemnity liability pursuant to clause 11, either party's maximum aggregate liability however so arising under or in connection with this Contract whether in contract, tort, (including negligence), breach of statutory duty or otherwise shall not exceed the higher of £50,000 or the amount of the fees in the applicable Statement of Work giving rise to the claim

5.13 12 Product Testing

12.1 Notwithstanding anything to the contrary in this Contract where the Services involve testing or using the Client's products (including prototypes) and/or third party products supplied by Client, the

Client shall indemnify the Company and other Kantar Companies from and against any losses, third party claims, demands, damages, costs, charges, expenses or liabilities (or actions, investigations or other proceedings in respect thereof) which the Company and other Kantar Companies may suffer or incur relating to or arising directly or indirectly out of or in connection with testing or using such products.

5.14 13 Miscellaneous

13.1 The obligations set out in clauses 2, 4.2, 8, 9, 10, 11, 12, 13.2, 13.8 and 13.9 shall survive termination.

13.2 Any notice given hereunder shall be by post. In the case of the notice to the Company, notices shall also be copied to Chief Finance Officer at the address for the Company as in the Company definition. Email notification is not sufficient.

13.3 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, lock-outs, wars, key employees not being available to perform the Services through death, illness or departure from the Company, floods, civil disturbances, terrorism, Governmental control, restriction or prohibition whether local or national.

13.4 Subject to 11.1 with respect to fraudulent misrepresentation, 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.

13.5 Other than in the course of a bona fide public recruitment exercise, neither party shall, without the prior written consent of the other, at any time from the date of the Contract to the expiry of twelve months after the last date of supply of the Services, solicit or entice away from the other party or employ (or attempt to employ) any person who is engaged as an employee of the other party involved in material aspects of the provision or receipt of the Services

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

13.7 No term of this Contract shall be enforceable by a third party.

13.8 This Contract shall be governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction save in respect of enforcement where their jurisdiction shall be non-exclusive.

Notwithstanding the foregoing, Contracts performed from the United States of America shall be governed by and construed according to the laws of the State of New York without regard to conflicts of law principles, and any legal proceeding shall be brought in the courts of the State of New York, to the exclusion of any other forum.

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