



## GENERAL TERMS AND CONDITIONS OF AGREEMENTS

(as applicable from 01.03.2024r.)

### CHAPTER 1 | GENERAL CONDITIONS

1. These General Terms and Conditions of Agreements (hereinafter referred to as the 'GTCA') shall apply to any agreements, arrangements and understandings under which Boehringer Ingelheim Sp. z o.o. (hereinafter referred to as the 'Company') shall cooperate with contracting parties, (hereinafter interchangeably: service providers), as of 01.03.2024.
2. The GTCA shall not apply to agreements, arrangements and understandings under which the Company sponsors conferences for healthcare professionals (HCPs). In that regard, the 'General Terms of Conference Sponsoring' shall apply instead.
3. The GTCA are available on the Company's website at <https://www.boehringer-ingelheim.com/pl/dokumenty>.
4. The Company is not bound by any contractual provisions or general terms and conditions applied by contracting parties. Any deviations from the GTCA must be made in writing, otherwise they shall be null and void.
5. In the event of a discrepancy between an agreement and the GTCA, the provisions of the GTCA shall apply, unless otherwise agreed by the parties to the agreement.

### CHAPTER 2 | OFFERS, ORDERS, SUBCONTRACTORS

1. The sending of samples, offers and price information by contracting parties is free of charge and non-binding upon the Company.
2. Orders are binding only if they are made in writing or confirmed in writing by the Company. For the purposes of the GTCA, correspondence sent by fax or email shall be deemed to be in written format.
3. Orders made by the Company shall be deemed accepted if a contracting party does not object to it by submitting changes to the order within three (3) business days from the date of receipt of the order. If the order execution deadline is shorter than three (3) business days, the period for submitting changes to the order by the contracting party shall be one (1) business day shorter than the order execution deadline. Changes to and cancellations of an order must be made in writing.

### CHAPTER 3 | EXECUTION OF ORDERS

1. The contracting party agrees to execute an order within the agreed time limit. Partial execution of an order or execution thereof at a later time requires the explicit consent of the Company. If the deadline is not agreed, the order should be executed immediately. The contracting party must notify the Company immediately of any potential delays, providing information about their duration and causes, as well as about the new deadline for execution of the order, to which consent must be obtained by the contracting party.
2. Unless otherwise stipulated in an order which consists in the delivery of products, the delivery shall be based on the DAP (Delivered at Place) rule within the meaning of INCOTERMS 2010, at the cost and risk of the contracting party. The contracting party agrees to act in accordance with legal (in particular, export and customs clearance – if applicable) and technical requirements relating to the delivery. A delivery to the Company must be appropriately marked so that the delivered products can be easily identified. In particular, it is necessary to include the proof of delivery, the order number, the subject of the order and the consignee. The products ordered must also meet EU requirements in terms of proving their origin; the contracting party is obliged to present a certificate of origin without being requested to do so by the Company.
3. In the event of late or incomplete execution of an order, the Company is entitled to withdraw from the agreement or to demand that the order be executed on preferential terms. Additionally, in the event of delayed execution of an order, the Company is entitled (without prejudice to possible claims for damages, including those in excess of the contractual penalty) to demand payment of a contractual penalty of 1% of

the order value for each week of delay in the order completion, which shall, however, not be higher than 5% of the order value.

4. The contracting party confirms that all deliveries will comply with the applicable national and Union laws.
5. A breach by a contracting party of the provisions of this Chapter shall entitle the Company to withdraw from the agreement or to cancel the order.
6. The contracting party may not subcontract the Services in whole or in part without the prior written consent of BI. BI's consent may be subject to certain conditions, such as Subcontractor's agreement to comply with all or certain provisions of the agreement and/or BI's authority to enforce the Subcontract directly against Subcontractor

#### **CHAPTER 4 | SHIPMENT, PRICES, INVOICES, PASS-THROUGH COSTS**

1. The Company shall promptly inform the contracting party in writing of any defects in the delivery after their identification. Previously non-disclosed defects entitle the Company to make guarantee claims, claims for damages or statutory warranty claims within the time limits specified in the provisions of the Civil Code. Payment for the execution of an order does not constitute confirmation of the correct completion of the order.
2. The prices set for the execution of an order are the maximum prices which the Company is willing to pay for such execution. In the case of consignment, the prices shall cover all the costs of shipment and packaging. The prices do not include value added tax.
3. the payments shall be made within thirty (30) calendar days from the date of delivery and submission of a duly issued VAT invoice.
4. Invoices must be issued in accordance with the law, otherwise they will not be forwarded for payment but returned to the contracting party instead.
5. Currency exchange rate risks (including exchange rate fluctuations), and bank charges shall be borne by the contracting party.
6. The date of debiting the Company's bank account will be considered the date of payment.
7. None of the payments under or in connection with the agreement shall include Taxes, and each contracting party shall be responsible for the payment or withholding of any Taxes on its side imposed by a tax or other authority, unless otherwise provided in the GTC or the agreement.
8. The expression 'Taxes' means all forms of prepaid or final calculated national and foreign taxes, fees, tributes and levies of any type (such as, but not limited to, sales, use, excise, stamp duty, transfer tax, property tax, value added tax, value added tax, withholding tax and franchise tax) including any interest, penalties and surcharges payable in relation to such taxes, fees, tributes and levies.
9. The contractor undertakes that in the case of cost elements that are passed on (re-invoiced) by him, arising from services not directly provided by the Contractor but outsourced to other entities (including, but not limited to, those related to: delivery, accommodation, production, or transport), he will not add any additional receivables for his benefit, nor will he derive any profit other than the remuneration established under contracts, agreements, and understandings.
10. In every instance where the Contractor contracts any activities with third parties, he is obliged to present to BI the details of the proposed terms before these activities are undertaken. The information provided to BI as part of the presented proposal should include a detailed description of individual services, their implementation schedule, and their costs.

#### **CHAPTER 5 | GUARANTEE, LIABILITY, INSURANCE**

1. If cooperation involves the delivery of products by the contracting party, it shall ensure that the products are properly manufactured and made of appropriate materials, taking into account the latest state of the art and the highest standards. The contracting party shall guarantee that the delivered products are fully compliant with the samples, models and descriptions provided by it. Information provided by the contracting party in the course of trade negotiations, in particular in catalogues, advertising materials, statements, data sheets and/or other product descriptions, shall be regarded as contractually agreed essential product characteristics. Therefore, the contracting party guarantees that the products will comply

with the contractual characteristics and, unless otherwise agreed, they will have the characteristics which are typical for or expected from products of the same type and quality.

2. In the event of a defective delivery, the Company is entitled to demand that corrective measures be taken and/or that the products be replaced without any costs on the part of the Company, to be given a reasonable price discount, to cancel the order in full or in part. Any expenditure incurred by the Company, such as cost of transport, travel, labour, materials or costs of any works which exceed the standard inspection of the delivered products, shall be borne by the contracting party. If the contracting party fails to comply with the Company's demand to remedy a defect within a reasonable time limit specified by the Company, the Company may perform the required activities by itself or subcontract their performance to a third party at the contracting party's expense. Minor defects may be corrected immediately by the Company without calling the contracting party, at the latter's expense. Should the Company exercise the right to withdraw from the agreement, the products will be returned to the contracting party, to their place of origin, at the cost and risk of the contracting party. The Company also has the legal right to claim compensation for damage caused by non-performance of the agreement or for damage which is not caused by the object of delivery itself.
3. The contracting party shall be liable under warranty if a physical defect is found within two (2) years from the date of release of the products to the Company. In the case of agreements for specific work and for the provision of services, the deadline shall run from the time of acceptance of the deliverables, i.e. upon the transfer of risk.
4. The contracting party shall be liable towards the Company for all types of irregularities, including in particular for any acts and omissions of its employees or collaborators. The contracting party shall also be liable for any acts and omissions of subcontractors as for its own acts and omissions.
5. The contracting party shall indemnify the Company and hold it harmless from any claims (regardless of the legal basis) made by the Company's contractual partners or other third parties for any breach (intentional or not) arising from the contractual arrangements or other obligations of the contracting party. This applies in particular to claims for product liability which arise from a defective product of the contracting party, regardless of who is considered to be the manufacturer of the final product, pursuant to the provisions on product liability. The contracting party shall have the burden to prove that the products delivered to the Company were not defective. The indemnification shall also cover any costs and expenses arising from such claims (including costs of any litigations or withdrawal of products from the market).
6. The contracting party shall be responsible for maintaining at its own expense, throughout the term of the agreement, insurance cover provided by a reputable insurance company, for a sum that is reasonable and customary in the market in which it operates and sufficient to cover all damages and losses (including indirect losses) caused by the Service Provider, its personnel, Affiliates or Subcontractors in the course of its business, per occurrence. The sum insured must not be exhausted on the effective date of this agreement and must be available in the total amount twice. The parties agree that the lack of insurance cover on the part of the contracting party, the impossibility of obtaining such cover or the situation where such cover is insufficient, shall not relieve the contracting party of any of its obligations under the agreement.
7. BI shall have the right to require the contracting party to provide an appropriate confirmation of insurance coverage issued by its insurer. The contracting party is obliged to provide such confirmation of insurance coverage without undue delay upon BI's request.

## **CHAPTER 6 | ADDITIONAL PROVISIONS ON THE PERFORMANCE OF SERVICES**

1. The nature, scope and costs of services are described in detail in an order or in the confirmation of performance of the services. In the event of changes, the parties must agree on a change in the order. Otherwise, the contracting party may not request any remuneration for the performance of the changes. The contracting party must immediately inform the Company in writing of any changes, immediately upon becoming aware of them. The remuneration for the services will be determined as a lump sum or on an hourly basis; in the latter case, the maximum number of hours of service will be agreed. In the case of services settled on the basis of an hourly rate, only hours actually worked can be the basis for the settlement. Payment will be made against detailed specifications to be approved by the Company.

2. The contracting party warrants that it will provide the services in accordance with its best knowledge and technology. The provisions concerning guarantee contained in Chapter 4 will apply accordingly. The contracting party warrants that it will use only qualified personnel to provide the services. These employees will be listed in detailed specifications. The contracting party shall not change the employees without a valid reason or without the prior written consent of the Company. The contracting party agrees to immediately obligate its employees, contracting parties etc. involved in the performance of the services to comply with the same confidentiality principles as those applicable under these GTCA.

## **CHAPTER 7 | TRANSFER OF OWNERSHIP, INTELLECTUAL PROPERTY RIGHTS**

1. The ownership of delivered products shall be transferred to the Company after payment of the remuneration/price. The contracting party warrants that the products are free from physical and legal defects and are not encumbered with third party rights. The retention of title shall not be extended or transferred to the supplier.
2. All Documentation, substances, know-how, inventions and discoveries and other results, whether or not protected, created or produced under the agreement or the Order, which the Service Provider develops or produces alone or jointly with others, as well as all copyrighted material resulting from the performance of the Services (collectively, the 'Results') and all intellectual property rights relating thereto shall remain the exclusive property of BI. BI shall have the exclusive right to publish and exploit the Results at no additional charge.
3. 'Intellectual Property Rights' ('IPR') means patents, trademarks, service marks, copyrights, trade names and domain names, goodwill and rights of action for imitation, rights in connection with the fight against unfair competition, database rights, design rights know-how and trade secrets, whether or not registered, including all applications (and rights to file) for the grant, renewal or extension of such rights, and any related or equivalent rights or forms of protection that exist now or may exist in the future anywhere in the world.
4. To the extent permitted by the Applicable Regulations, the Service Provider hereby assigns to BI, and permits BI to assign to it, all rights and interests in the IP created in any form during the term of the agreement.
5. In the event that inventions are developed in connection with the Services that may be patentable ('inventions'), the Service Provider must notify BI in writing. The Service Provider is obliged to provide in such notification the name(s) of all inventors, including a brief description of the invention. At BI's request, the Service Provider is obliged to obtain title to the invention in question from the inventors thereof and then transfer all rights therein to BI without restriction and without additional compensation.
6. BI shall have the right to apply for the protection of the IPR created under the agreement worldwide on its own behalf and at its own expense. To the extent required, the Service Provider shall promptly sign all applications, assignment documents and other instruments deemed necessary by BI to acquire and maintain the IP created under the agreement and shall provide all necessary support, also after the expiry or termination of this agreement, to confirm such assignment and to transfer to BI the exclusive ownership right concerning the IPR in question.
7. With regard to works subject to copyright protection, the agreement shall be deemed to be a contract of work between the parties. To the extent permitted by applicable law, the Service Provider is obliged to provide a final and irrevocable waiver of personal copyright or rights equivalent thereto relating to the Results by its employees, Affiliates and Subcontractors. Such rights shall be waived in favour of BI or its Affiliates, Assignees or Licensees.
8. To the extent of the non-transferable IPR, the Service Provider hereby grants BI a worldwide, exclusive, irrevocable, unrestricted and unencumbered licence, which BI may assign or sublicense to its Affiliates or third parties. The above licence is perpetual and unlimited in terms of fields of exploitation, which include, but are not limited to, publication, dissemination, copying, modification, translation, synchronisation (where applicable), use and storage in databases or electronic media (CD-ROM, Internet, databases, etc.). The above rule also applies to labels (brands, titles, logos, etc.) that may be developed in connection with the Services.

9. The Service Provider undertakes to enter into the necessary agreements to achieve the above effect with any entities involved in the provision of the Services, including but not limited to employees, external collaborators (so-called freelancers), Affiliates or Subcontractors prior to their involvement in the provision of the Services.
10. If, in connection with the provision of the Services by the Service Provider or its Affiliates or Subcontractors, the Service Provider or its Affiliates or Subcontractors intend to use or adapt any work product to which intellectual property rights or other proprietary rights owned by or licensed to a third party relate, Service Provider or its Affiliates or Subcontractors shall (unless otherwise agreed in writing) notify BI and use reasonable endeavours to obtain for BI a non-exclusive licence to use such third party work product for the purposes indicated in the relevant Offer, and shall provide BI with the relevant licence terms specified by such third party.
11. The Service Provider represents and warrants that the Results, as well as all materials, designs and other information provided by the Service Provider, including the use thereof, do not infringe any intellectual property rights belonging to third parties. The Service Provider is obliged to assume responsibility and indemnify BI and its Affiliates against any claims and liability that arise from actual or alleged infringement in this respect. In the event of such infringement, BI may, at its sole discretion, require the Service Provider (a) to obtain the relevant rights at the Service Provider's expense, (b) to modify or replace the Result or any part thereof in such a way that it does not cause infringement, or (c) to refund the Price, including interest, upon BI's return of the infringing deliverable or result.
12. Intellectual property rights belonging to either party prior to the conclusion of this agreement shall remain the exclusive property of the party in whose possession they remained. Improvements to Intellectual Property previously owned by the Service Provider shall belong to the Service Provider, except where such improvements are subject to the agreement. The Service Provider shall grant to BI and its Affiliates a worldwide, non-exclusive, irrevocable, unrestricted, deemed sublicenseable and royalty-free licence to use the Intellectual Property previously owned by the Service Provider and its improvements to the extent necessary for the unencumbered use or exploitation of the Service Results in accordance with the terms of the agreement.
13. To the extent applicable and unless otherwise agreed by the parties, all Results shall be marked '©Boehringer Ingelheim' with an indication of the year of their creation.
14. All domain name/SSL certificate requirements (registration, application and transfer) are to be forwarded exclusively to Domain.names@boehringer-ingelheim.com. This also applies to domains relating to the Services, unless otherwise expressly agreed by the parties. Mobile device applications belonging to BI or presented on behalf of BI may only be uploaded to the network via BI developer accounts.
15. Any material provided to the Service Provider by BI for the Services may only be used by the Service Provider in the course of and for the purpose of performing the Services under the agreement during the term of the agreement. BI does not grant any licence, sub-licence or right to use such materials for any other purpose.
16. The provisions of this paragraph shall survive the expiry or termination of the agreement in accordance with its terms.

## **CHAPTER 8 | CONFIDENTIALITY**

1. 'Confidential Information' shall mean all Documentation, other information, know-how provided by BI and/or its Affiliates and/or produced under the agreement.
2. You shall keep all Confidential Information confidential and shall not disclose Confidential Information to any third party without BI's prior written consent, and shall not use Confidential Information for any purpose other than to provide the Services.
3. Notwithstanding the foregoing, there is no obligation on the Service Provider to keep confidential or to refrain from using Confidential Information which:
  - a. Are publicly known and accessible other than through their prior unauthorised disclosure by the Service Provider,
  - b. are already in the Service Provider's possession at the time of their disclosure through no fault of the Service Provider,
  - c. were independently discovered or created by the Service Provider prior to their disclosure by BI, and

- d. were obtained by the Service Provider from a third party not bound to BI by a duty of confidentiality.
4. If a contracting party is required by law to disclose Confidential Information pursuant to an order of a court, authority or regulatory body, the contracting party shall promptly notify BI in writing before such disclosure occurs to the extent permitted by law and practicable, and shall use all reasonable efforts to minimise the extent of such disclosure.
  5. The contracting party shall not decompile, process or otherwise analyse any part of BI's Confidential Information without BI's express written consent.
  6. Upon termination of the agreement or at BI's request, the contracting party must immediately return to BI or destroy any Confidential Information without retaining any copies.
  7. Subject to the necessary-knowledge access condition, if the contracting party's employees, Affiliates or Subcontractors need access to Confidential Information in the course of providing the Services, the contracting party must, before granting such access, bind its employees, Affiliates or Subcontractors to confidentiality and non-disclosure of such information at least as broadly as provided in this agreement, but this does not relieve the Service Provider of its obligations under this agreement. For the avoidance of doubt, it is agreed that the Contractor shall remain responsible for all related acts and omissions of its employees, Affiliates or Subcontractors.
  8. You agree to protect Confidential Information (including but not limited to patent information, scientific and technical information) from unauthorised access by third parties. If Confidential Information is transmitted by e-mail, BI offers the relevant technology for this purpose free of charge at <http://guides.boehringer-ingelheim.com>.
  9. You may not use the name or logo of BI or BI Affiliates in press releases, product advertisements, or for any other promotional purpose, without BI's prior express written consent.
  10. The confidentiality protection provisions of this paragraph shall continue in full force and effect after the expiration or termination of the agreement for a period of 15 (fifteen) years after the expiration or termination of the agreement, as may be extended by the parties.

## **CHAPTER 9 | COMPLIANCE, INDUSTRY CODES**

1. The contracting party warrants that it will respect the basic principles of corporate The contracting party warrants that it will respect applicable legislation, including labour, environmental and health and safety legislation, in addition to the basic principles of corporate responsibility, labour standards and anti-corruption standards in line with the **BOEHRINGER INGELHEIM SUPPLIER CODE OF CONDUCT**<sup>1</sup>. and that it has instructed its managers, employees, collaborators and all subcontractors about the obligation to comply therewith. In order to ensure proper operation, the contracting party agrees to take all necessary measures to avoid illegal activities, especially those detrimental to the Company. In particular, the contracting party acknowledges that, in its performance of an agreement, the contracting party's managers, employees, collaborators and subcontractors will fully comply with the applicable laws.
2. The Contractor makes every effort to ensure occupational health and safety. As part of its activities, the Counterparty implements a policy aimed at identifying and preventing threats to health and safety. The contractor implements a policy of management and improvement in the production process, which aims to reduce the environmental impact of the product throughout the life cycle of the products and services it provides. The contractor guarantees compliance with our sustainable development principles in the areas of ethical business management, environmental protection, climate protection, social human rights, as well as implementation of sustainable supply chain management.
3. Also, the contracting party must respect the global human rights and corporate accountability principles, in line with the general UN GLOBAL COMPACT <sup>2</sup> rules in force at the time of placing an order.
4. The Company is a signatory to the of Good Practice INFARMA TRANSPARENCY CODE OF GOOD PRACTICE <sup>3</sup> and other industry codes laying down the rules of sharing information on cooperation with HCPs and

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<sup>1</sup>[https://www.boehringer-ingelheim.pl/sites/pl/files/documents/poland\\_pdf/supplier\\_code\\_of\\_conduct\\_2020\\_pl.pdf](https://www.boehringer-ingelheim.pl/sites/pl/files/documents/poland_pdf/supplier_code_of_conduct_2020_pl.pdf)

<sup>2</sup> <https://www.unglobalcompact.org/what-is-gc/mission/principles>

<sup>3</sup> <https://www.infarma.pl/etyka/kodeks-dobrych-praktyk/>

healthcare organisations. With a view to ensuring the transparency of its activities, the Company stipulates that, if the other party to an agreement establishes cooperation with HCPs or healthcare organisations so as to enable or facilitate the other party's fulfilment of the obligations, the Company will publish information about the existence of such cooperation and about the resulting amount of consideration provided to a healthcare professional (subject to his/her consent) or to a healthcare organisation.

5. The Company informs that the following types of consideration will be published on the website:
  - a. in the case of HCPs – costs of registration fees, travel and accommodation for congresses, conventions and symposia, as well as remuneration for any services provided by a healthcare professional to the Company,
  - b. in the case of healthcare organisations – donations, grants and other unpaid benefits, including funds and benefits in kind, costs of registration fees, travel and accommodation during events, such as information, promotional, scientific or professional meetings, congresses, conferences, symposia, as well as remuneration for any services provided by a healthcare organisation.
6. The contracting party hereby acknowledges the foregoing and ensures that it does not object to the Company's activities taken pursuant to paragraphs 3 and 4 above. The contracting party warrants that it will cooperate with the Company in so far as it is necessary for the Company to fulfil its obligations under the INFARMA TRANSPARENCY CODE OF GOOD PRACTICE.
7. If a provision of the agreement is stricter than a provision of the INFARMA CODE OF PRACTICE, then the provisions of the agreement shall apply.

#### **CHAPTER 10 | ANTI-CORRUPTION CLAUSE**

1. The contracting party represents and warrants that it shall fully comply with all applicable anti-corruption regulations, including in particular, the applicable provisions of law as well as industry and professional codes. Without prejudice to the above, the contracting party in particular declares that it will not, directly or indirectly, in connection with the Company's business or in connection with an agreement:
  - a. offer, promise, give or participate in providing financial or personal benefits or any facilities to Public Officers, who are natural persons or legal persons related to them, or to any third parties in exchange for any action or advice aimed at meeting, obtaining or maintaining (a) regulatory requirements, (b) any economic activity, including any commercial transactions to which the Company is a party or which are otherwise linked with the agreement (c) any other unjustified advantages;
  - b. provide any financial benefits to Public Officers, without a prior consent of the Company, regardless of whether such a benefit may constitute a prohibited financial advantage, including a bribe;
  - c. provide any financial benefits to subcontractors, agents or to other third parties in order to offer, promise, give, receive, seek or participate in the provision of the above-mentioned benefits, or to reward anyone for the provision of the above-mentioned benefits (including bribes) to Public Officers; or
  - d. request or accept offers or any financial or personal benefits from any natural or legal person for himself or for a third party, in exchange for granting another natural or legal person unfair preferences in the purchase of goods or services in connection with the agreement.
2. For the purposes of the GTCA the term 'Public Officer' shall mean any official or employee of domestic or foreign government institutions, any department, organisation, political party or derivatives of those institutions (including officials and employees of units controlled by government organisations) or an official or employee of any public international organisation as well as any person acting for or on behalf of the above-named domestic and international institutions, as well as health professionals working in entities engaged in healthcare activity, supervised, controlled (also through capital) and financed by the State Treasury or a local government units.
3. The contracting party should immediately notify the Company of any suspected past, present or future potential breaches of the provisions of this Anti-Corruption Clause. If the contracting party has any doubts

as to whether particular conduct in fact infringes this anti-corruption clause, it shall be obliged to contact the Company and not to take any decisions or actions pending receipt of the Company's decision in this regard.

4. The contracting party will ensure that its employees, collaborators, subcontractors or agents are properly trained on this anti-corruption clause.
5. The contracting party acknowledges and agrees to the audit of documentation maintained by it in connection with the conclusion of the agreement, to be carried out by the Company, at Company expense, at any time, sufficiently in advance, in order to ensure that the documentation complies with the agreement and with the applicable provisions of the law, while maintaining a high level of confidentiality of data obtained during the audit. Additionally, at the Company's request, the contracting party shall confirm (in the form required by the Company) compliance with the agreement and the applicable law.
6. Any breach of this Anti-corruption Clause by the Service Provider constitute a material breach of this agreement. Regardless of any other sanction provided by law or hereunder, the ordering party may terminate this agreement for justified reasons and with immediate effect.
7. The contracting party is aware of the fact that the Company rejects cooperation with other entities which are involved in bribery or any other form of corruption or fraud, also in connection with tender proceedings and negotiation of agreements.
8. The contracting party shall release the Company from any liability for damages (including lost profits) arising out of a breach of this anti-corruption clause or any applicable laws by the contracting party, its employees, collaborators, subcontractors or agents.

#### **CHAPTER 11 | PROCESSING OF PERSONAL DATA**

1. In connection with the conclusion and performance of the agreements, the Company may process the following personal data:
  - personal data of the other party to the agreement: name, surname, Tax ID No (NIP), Statistical ID No (REGON), Central Registration and Information on Business (CEIDG) number, residence address, business address, mailing address, email address, telephone number, fax number.
  - personal data of employees or collaborators of the other party to the agreement: name, surname, business email address, business phone number, job position.
2. The personal data referred to in par. 1 will be processed for the purpose of:
  - conclusion and performance of the agreement between the Company and the other party thereto, art. 6 section 1 letter b EU Regulation 2016/679 of 27 April 2016 ("GDPR").
  - business contacts, which is the legitimate interest of the administrator in connection with the implementation of the contract, Art. 6 section 1 letter f GDPR.
  - establishment, exercise or defence against claims which the Company or the other party thereto may have in relation to each other in connection with the agreement, Art. 6 section 1 letter f GDPR.
  - the Company's fulfilment of its legal obligations, in particular those arising from the provisions of pharmaceutical law and tax law, Art. 6 section 1 letter f GDPR.

The controller of personal data processed for the purposes indicated in par. 1 is Boehringer Ingelheim sp. z o.o. with its registered office in Warsaw, ul. Dziekońskiego 3, 00-728 Warsaw.

3. Contact the Data Protection Inspector, mail address: [iod.waw@boehringer-ingelheim.com](mailto:iod.waw@boehringer-ingelheim.com) or in writing to the address of the Administrator's registered office.



**Inspektor Ochrony Danych BI**

mail: [iod.waw@boehringer-ingelheim.com](mailto:iod.waw@boehringer-ingelheim.com)

phone number: +48 22 699 0 699

writing to: BOEHRINGER INGELHEIM sp. z o. o., ul. Dziekońskiego 3, 00-728 Warszawa

4. When obtaining data, the administrator informs about the data that is necessary for the implementation of the contract. Failure to provide this data results in the inability to conclude a contract. Providing other data is generally voluntary.



5. The data will be processed for the following periods:
  - processing for the purpose of performance of the agreement between the Company and the other party thereto – for the term of the agreement,
  - processing for the purpose of establishment, exercise or defence against claims which the Company or the other party to the agreement may have in relation to each other in connection with concluded agreements – for a period of three years from the performance of the last action thereunder which may be the subject of a claim.
  - processing for the purpose of the Company's fulfilment of its legal obligations arising from the provisions of pharmaceutical law and tax law – for the term of the agreement and for the period required by the above laws.
6. Anyone whose personal data is processed by the Company shall have the right to access their personal data, request its rectification, erasure and restriction of processing, the right to object to further processing, the right to data portability and the right to lodge a complaint with a personal data protection authority. W celu uzyskania dalszych informacji o przysługujących prawach i sposobach ich realizacji, lub w razie jakichkolwiek innych pytań lub żądań, prosimy o kontakt z administratorem lub inspektorem ochrony danych.
7. For further information about your rights and how to exercise them, or in case of any other questions or requests, please contact the administrator or data protection officer.
8. The expected recipients of the data are entities to which the Company entrusts the processing of data, to the extent that it is necessary to achieve the purposes of processing this data, in particular entities such as: suppliers of IT tools, companies providing accounting and tax advisory services for the Administrator, consulting, companies providing services in the field of printing, shipping, archiving or destruction of documents.
9. In connection with the use of IT systems within the BI Group, we transfer personal data to recipients in third countries, but we ensure that the data is appropriately secured. We cooperate only with entities in third countries, on the basis of Standard Contractual Clauses approved by the European Commission, while maintaining the necessary data security requirements.
10. If, in connection with the implementation of the contract, it is necessary to outsource data processing activities to the other party to the contract, the parties will sign a data entrustment agreement in accordance with Art. 28 GDPR

## **CHAPTER 12 | COOPERATION WITH THE HEALTH PROFESSIONS AND HEALTHCARE ORGANISATIONS**

1. The Cooperation, including on a contractual basis, between the pharmaceutical industry and medical professionals and healthcare organisations ('Recipients') is subject to certain Regulations. These Regulations also apply when the Service Provider engages a Recipient in the provision of the Services. Accordingly, the Service Provider is obliged to include any mandatory provisions in its contracts with Recipients in accordance with the applicable Regulations. BI is obliged to provide the Service Provider with advice on the required approval process and on the mandatory provisions.
2. Any transfer of benefits to the Recipient may be subject to notification/disclosure obligations under the Regulations of specific countries, e.g. the USA or European countries. As the scope of information subject to notification/disclosure may vary depending on the Recipient's country of origin, the BI is obliged to inform the Service Provider of the scope of such information ('mandatory information') in each case.
3. The Service Provider is obliged to support the BI in complying with its notification/disclosure obligations. Prior to entering into a contract with a Recipient, the Service Provider is obliged to provide BI with the required information for the purposes of the fair market value check approval process (if required). BI is required to provide the Service Provider with the mandatory information for the purpose of submissions and to provide a template for the expense report ('template form for recording expenses') The Service Provider is required to send the completed template form for recording expenses to BI as soon as possible after the transfer of the value to the Recipient, but no later than 31 December of the relevant year.
4. Prior to the transfer of data to BI during the approval process or the conclusion of a contract between the Service Provider and the Recipient (whichever event occurs first), the Service Provider must inform the Recipient of BI's reporting/disclosure obligations and obtain the Recipient's consent to use the mandatory

information for general report preparation in this respect. If required by applicable Data Protection Legislation, BI is obliged to obtain the Recipient's consent directly for the disclosure of his/her personal data in such report.

### **CHAPTER 13 | FINAL PROVISIONS**

1. The agreement and any disputes and claims arising out of or in connection with the agreement, its subject matter or conclusion (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of Poland. The parties irrevocably submit to the exclusive jurisdiction of the court having jurisdiction over the registered office of the Company in the settlement of any disputes or claims arising out of or in connection with the agreement, its subject matter or conclusion (including non-contractual disputes and claims).
2. Force majeure (including: employee disputes, involuntary business interruptions, riots, official precautions and other unavoidable incidents) shall release the Company, for the duration of force majeure, from the obligation to timely accept the subject matter of the agreement. In the case of such incidents and for two (2) weeks after their occurrence, without prejudice to any other rights of the Company, the Company shall be entitled to withdraw from the agreement without having to pay any compensation, if such incidents are significantly long.
3. If any part of the GTCA is or becomes invalid, this will not affect the remainder of the GTCA or the agreement itself. The parties will replace the invalid provision with the one which reflects the initial economic and legal intentions as closely as possible.
4. Statements on behalf of the Company are binding only if made by authorised representatives, i.e. members of the management board, commercial proxies or agents.
5. Matured receivables of the contracting parties must not be set off against the Company's receivables.
6. Failure by the Company to exercise its rights defined in the GTCA shall not constitute a waiver of the rights. The Company reserves the right to exercise the above rights at a later time or to assert them.
7. In matters not covered by the provisions of these GTCA, the generally applicable provisions shall apply.
8. The Company is entitled to amend the GTCA unilaterally, without the contracting party's consent, provided that the contracting party is informed at the email address indicated for contact, at least 14 days prior to the planned date of amending the GTCA. If the contracting party does not accept the planned changes to the GTCA within 14 days of the Company's notification to the contracting party, the contracting party shall be entitled to terminate the agreement or any other arrangement with immediate effect.

**INTRODUCED CHANGES:**

1. Insertion of a clause in Chapter 9, paragraph 2