



**GENERAL TERMS and CONDITIONS**

**CANADA**

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## **Introduction**

Boehringer Ingelheim Canada Ltd. and Boehringer Ingelheim Animal Health Canada Inc., hereinafter referred to as “BICA”, purchase orders are based exclusively on the General Terms and Conditions, hereinafter known as “GTC”, set forth below. These GTC’s shall constitute an integral element of any purchase order. Any terms and conditions of the Vendor that conflict with or deviate from our GTC shall be deemed rejected by BICA, unless BICA has expressly consented to them in writing. BICA’s GTC shall apply even if BICA unconditionally accepts or pays for goods or services despite having knowledge of the Vendor’s terms and conditions which conflict with or deviate from its own General Terms and Conditions of purchase.

## **Scope**

These GTC shall apply exclusively to “business persons” representing the Vendor absent to prior BICA agreements with the Vendor. They shall also apply to all future transactions with the same Vendor (the applicable version shall be the version in force at the time the contract was formed/the purchase order was placed).

## **Services; Statement of Work; Purchase Order**

1. BICA hereby engages the Vendor to render and the Vendor hereby agrees to furnish project services on a non-exclusive basis to perform services for one or more projects in accordance with and subject to the terms and conditions of this Agreement.
2. The scope of services, associated costs and schedule of deliverables shall be performed as set forth in a detail Statement of Work (“SOW”). The SOW shall be effective upon Vendor’s acceptance of a Purchase Order referring to and incorporating the SOW in its entirety or by reference (the “PO”).
3. BICA shall issue the PO electronically to Vendor. The Vendor shall not perform services or incur costs or liabilities of any kind without having accepted a BICA approved PO incorporating the provisions of the agreed upon SOW. In no event will BICA be liable for any services performed or costs or liabilities incurred by the Vendor without the signed agreed upon SOW and issuance of the PO. The PO will be deemed accepted by the Vendor upon the Vendor’s commencement of the services specified in the PO. Any acceptance of the PO is limited to acceptance of the express terms contained therein. Additional or different terms or any attempt by the Vendor to vary in any degree any of the terms of the PO shall be deemed material and are hereby objected to and rejected but shall not operate as a rejection of the balance of the PO.
4. The SOW may be revised from time to time during the term of this Agreement by mutual written agreement and by written Amendment signed by both Parties. The PO may be revised from time to time by securing an approved revised PO or Change Order from BICA, which is accepted by the Vendor in the same manner as set forth in this section. “Change Order” means an amendment to the SOW, which describes any change in the details of the SOW, including, without limitation, changes to the budget, timelines, or scope of services. In the event of a conflict between the terms of this Agreement, the PO, and the SOW, the terms of these documents will take precedence according to the following order: (1) Master Services Agreement; (2) this agreement.
5. In the situation where the agreement has been cancelled or the SOW has been revised and agreed to by both parties, BICA shall compensate the Vendor for all proper charges for such work up to the date BICA directed the Vendor to modify or cease work and for expenses incurred as a result of BICA’s modifications or cancellations of such services.

6. Vendor shall not, on behalf of BICA, arrange, manage or book any venues or hotels without the written authorization from BICA's Sourcing Manager(s) as any and all meeting logistics are to be managed by BICA's preferred travel meetings and events vendor.
7. Film, promotional and incentive items, media, print and the production of other specific items will be handled by BICA, through preferred Vendors for these services. In the event that the Vendor is asked to perform these services, estimates (Client Estimates) must be submitted on a project by project basis, for BICA's approval before any production work is commenced unless otherwise waived by BICA. A revised estimate shall be submitted when it appears during the course of a project. Any production done by the Vendor must be supported by at least three (3) bids attached to the original estimate unless otherwise agreed by BICA. Payment of production invoices require the appropriate purchase order number which will be issued on a project by project basis.

### **Invoices**

1. Vendor shall invoice the organization name that appears on the PO for services as set forth in the SOW or PO.
2. Except as otherwise provided in this Agreement and/or the PO, the failure of Vendor to make demand for payment within twelve (12) months of completing the services under the PO shall be considered a waiver by the Vendor of its rights to receive payment.
3. All invoices need to be in PDF format and should be emailed to: [PDFInvoices.CA@boehringer-ingelheim.com](mailto:PDFInvoices.CA@boehringer-ingelheim.com)

### **Payment**

1. All projects undertaken by the Vendor will be defined by a scope of work/quotation with specific timelines and deliverables. Any requested milestone payments are to be coordinated to defined deliverables. Project initiation payments are not to exceed 30% of total projected project cost. All projects must be approved by issuance of a purchase order prior to the commencement of any work.
2. Payments are net 30 days from date of invoice. All payments to the Vendor will be made by cheque or EFT (Electronic Funds Transfer).
3. In exchange for providing the services, BICA shall pay Vendor the fees and project expenses set forth in the attached SOW and/or PO. "Pass-through Costs" shall mean external costs incurred by Service Provider in connection with the Services (e.g., subcontractor costs, venue fees, media buys, equipment, software, and data costs, etc.). BICA will reimburse the Vendor for reasonable, documented transportation, lodging or meal expenses that have been approved by BICA. The Vendor agrees that all project and travel or other expenses incurred by the Vendor or any Vendor Personnel and reimbursable by BICA will be reimbursed at actual cost without any profit, overhead, or general administration charges or other mark-up, except as specifically set forth herein or in the SOW. Discounts received by Vendor which are based on the pass-through costs incurred by the Vendor in connection with the performance of obligations under this Agreement shall be passed on to BICA and the Vendor shall credit BICA its pro rata portion of any rebate or other concession provided by any third party supplier. The Vendor will provide supporting documentation/receipt copies with the invoice for all pass-through costs. The Vendor will not be reimbursed for travel to and from BICA's place of business, unless specifically set forth in the SOW and/or PO. Further, Vendor will not be reimbursed for any payment to a

consultant or subcontractor that is not specified in the SOW and/or PO, project budget approved by BICA or otherwise pre-approved by BICA in writing. All third party expenses in the creation or production of programs must be included in the project proposals.

4. BICA will not be liable for (i) payment of any fees in excess of the amount set forth in the accepted PO or (ii) reimbursement to the Vendor for any expenses not specifically included in the SOW, except pursuant to a written amendment to the SOW executed by BICA and the Vendor and a revised PO issued by BICA and accepted by the Vendor.
5. If the ordered goods or services are subject to final acceptance then BICA reserves the right to hold back payment prior to approval of the goods or services.
6. BICA shall not be deemed to have any payment obligation as long as it is not in possession of a verifiable invoice conforming to its PO. The Vendor's invoice must conform in each case to the requirements under the tax laws in force at the time the invoice was issued. The following mandatory details must be stated in every invoice:
  - Name, address and if applicable Tax ID or VAT-ID of provider
  - Name and address of Boehringer Ingelheim legal entity (Boehringer Ingelheim Canada Ltd. or Boehringer Ingelheim Animal Health Canada Inc.).
  - Boehringer Ingelheim Contact / Business Partner Name
  - Date of invoice
  - Our BI purchase order (PO) number and PO line with reference to your invoice item (if applicable)
  - Amount and description of services provided
  - Date and Delivery of Services / Goods
  - Amount due and currency
  - Notice regarding reverse charge procedure / Credit note (if applicable)
  - Taxes (Amount of tax, Supplier's GST/HST and QST registration numbers)
  - Due date
  - Where a PO number is not available, ensure a contact name within BI is provided (first name and last name– preferably including email address)
7. In the event an invoice is reissued, the due date for payment shall be determined by the date of receipt of the second invoice.

### **Withholding Tax**

Under Regulation 105 of the Canadian Income Tax Act, as a purchaser (BICA) of services provided in Canada by a non-resident (the Vendor), BICA will deduct or withhold 15%. Additionally, under Regulation 1015R8 of the Quebec Taxation Act, if the services are performed in the province of Quebec by a non-resident (the vendor), we must deduct a further 9%. The vendor must identify and separate out the amounts charged for services provided in Canada and Quebec when any invoice is provided to BICA. The above noted rates are subject to change as required by Canadian Regulation 105 of the Income Tax Act and Regulation 1015R8 of the Quebec Income Tax Act.

**Delivery periods**

1. The delivery period stated in the Statement of Work (SOW) shall be deemed binding. If a SOW does not exist then the delivery period stated in the PO is deemed binding.
2. The Vendor shall without undue delays notify BICA in writing when circumstances arise or become apparent which make it clear that the Vendor will be unable to adhere to the agreed delivery period. Whenever it provides such notice, the Vendor shall indicate the reasons for the delay and the anticipated duration thereof.
3. Where the delay is due to a lack of documents or materials to be provided by BICA, the Vendor shall be entitled to rely on this fact only if it has previously issued a written reminder to BICA and the documents or materials are not provided to the Vendor within a reasonable time.
4. If, for reasons that are within the Vendor's sphere of responsibility, the delivery does not occur within agreed delivery period. BICA shall be entitled to demand compensatory damages in lieu of performance of the contract or to procure contractual cover from a third party. BICA's right of rescission shall remain unaffected thereby.

**Export Control**

Vendor agrees and covenants that if it intends to provide information, goods, materials, services or technology (hereinafter referred to as "Item") to BICA that Vendor knows or, after diligent review, has reason to assume may be subject to restrictions by Canadian or other applicable export laws (e.g. license requirements, sanctions programs), that Vendor shall notify promptly BICA of these restrictions prior to the export, re-export, transfer, disclosure or supply. Vendor shall inform BICA, to the extent known to Vendor, where the controlled Item is listed (e.g. on the Commerce Control List) and what restrictions apply to the export, re-export, transfer, disclosure or supply of the controlled Item under the applicable export laws.

Vendor shall obtain and maintain, at its own expense, any governmental consents, authorizations, approvals, filings, permits or licenses required for Vendor to export, re-export, transfer, disclose or supply any Item under this Agreement. Vendor further agrees to cooperate with BICA by providing upon request information and other assistance necessary for the export classification (including EAR99 if applicable), export documentation and export licensing, if required, for the controlled Item.

In any event, Vendor hereby agrees that it will not export, re-export, transfer, disclose or supply controlled Items without the express prior written consent of BICA.

**Passage of Risk / Transport Insurance / Packaging**

Unless otherwise agreed, risk shall pass to BICA pursuant to the international Incoterms clause "DAP" (Incoterms 2010) at the time of delivery to the BICA place of receipt stated in the purchase order.

In the case of technical systems and machines, the passage of risk shall not take place until the corresponding formal acceptance inspection and functional testing have been completed and BICA has confirmed the functionality of the goods supplied to it.

The Vendor must ensure that all packaging and declarations (in accordance with any applicable requirements of law) are such that they are suitable and adequate for transport.

The parties hereby agree that the use of wood products (in particular: pallets), which have been treated with or come into contact with substances apt to have an adverse impact on the quality of the goods to be supplied/processed (in particular: halogenated phenolic preservatives), is prohibited over the entire supply chain. The Vendor shall impose corresponding obligations in favour of BICA upon its suppliers and/or permitted sub-Vendors. The imposition of obligations of this kind shall have no effect on the Vendor's liability to BICA.

Unless otherwise expressly agreed, the Vendor shall arrange for transport insurance. No forwarding and cartage insurance may be charged. BICA hereby declares that it is a so-called 'waiver customer'.

### **Vendor Personnel**

1. The Vendor shall appoint a "Project Manager" to be responsible for its performance of the SOW. The Project Manager shall be identified in the SOW. The Project Manager shall coordinate performance of such SOW with a representative designated by BICA, which BICA representative shall have responsibility over all matters and for all communications related to such SOW on behalf of BICA. Vendor shall engage the Project Manager, and such employees, agents, consultants and subcontractors, or other third parties ("Vendor Personnel") reasonably necessary to assist the Vendor in providing the services at the Vendor's own cost, unless otherwise pre-approved by BICA in writing. The Vendor shall only use adequately qualified and trained Vendor Personnel capable of carrying out the services. The agents, consultants and subcontractors specifically identified in the PO are hereby approved by BICA. Any additional agents, consultants and/or subcontractors and any change in an agent, consultant or subcontractor must be pre-approved by BICA in writing, which, for purposes of this Section 5.1 only, may include an e-mail transmission by BICA. Each agent, consultant and subcontractor shall agree to be bound by the terms and conditions of this Agreement. Notwithstanding the foregoing, the Vendor shall remain liable and responsible for the acts and omissions of all Vendor Personnel, including but not limited to those relating to confidentiality and reporting obligations hereunder.
2. The Vendor may not assign this Agreement or any obligations contained herein to any third party or affiliated company without the prior written consent of BICA; provided that, the Vendor may assign this Agreement in connection with sale of substantially all of its assets or the business to which this Agreement relates without such prior written consent; provided further that, the Vendor shall give BICA prompt notice thereof and BICA shall have the right to terminate this Agreement upon receipt of such notice. Vendor shall not subcontract any of the services without prior written consent of BICA, and any consent by BICA to use by Vendor of Subcontractors, third-party agents, or affiliated companies for services shall not relieve Vendor from its obligations under this Agreement.
3. The Vendor shall use its best efforts to ensure that Vendor Personnel assigned to perform the services remain assigned until the services are complete. The Vendor agrees to provide to BICA, as soon as possible, notice of termination of employment of any Vendor Personnel assigned to perform the services due to death, illness, maternity leave, voluntary termination, resignation, disability or other causes beyond the Vendor's reasonable control. In such event, Vendor shall identify a suitable replacement within five (5) business days following such notice to BICA, subject to BICA's prior written approval. BICA reserves the right to request the replacement of any Vendor Personnel assigned to perform the services who, in BICA's sole judgment, are

not performing satisfactorily or who are otherwise unsuitable. In the event of such a request, Vendor shall provide suitable replacements within five (5) business days of the request at no additional expense.

4. During the term of this Agreement and for a period of twelve (12) months following its expiry or termination, which this provision will survive, neither Party will solicit or offer employment to any of the other Party's employees or consultants involved in the provision of services by the Vendor under this Agreement, without the other Party's prior written approval.

### **Independent Contractor**

For the purposes of this Agreement, Vendor and BICA are independent contractors and are not agents, joint venturers, or business partners of the other. Neither Party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of the other Party, or to bind the other Party in any manner whatsoever. Each Party is solely responsible to select, engage and discharge its employees and other personnel, to determine and pay their compensation, taxes and benefits, and to otherwise direct and control their services and determine all matters. Except as specifically set forth in this Agreement, nothing contained in this Agreement shall impose an obligation of exclusivity on one Party by the other. Vendor Personnel performing services under this Agreement shall at all times be under Vendor's exclusive direction and control and shall be employees, agents or sub-contractors of Vendor. The Parties hereby acknowledge and agree that BICA shall have no right to control the manner, means, or method by which Vendor performs the services called for by this Agreement. Rather, BICA shall be entitled only to direct Vendor with respect to the elements of services to be performed by Vendor and the results to be derived by BICA, to inform Vendor as to where and when such services shall be performed, and to review and assess the performance of such services by Vendor for the limited purposes of assuring that such services have been performed and confirming that such results were satisfactory.

### **Warranties and Indemnification**

1. The Vendor covenants and warrants that it will use its best efforts to carry out its responsibilities in a competent and professional manner. The Vendor further covenants and warrants that with respect to its work product it will obtain all required consents for the use of material of others, and that in carrying out the Services.
  - The Vendor will do so within the timelines and at the deadlines agreed upon, and with all reasonable care and skill in accordance with all applicable laws and regulations and the provisions of the Agreement and the SOW's;
  - Any deliverables, data, reports and other information provided to BICA hereunder shall be prepared in accordance with best practices applicable to the Services and delivered in a form defined in the Agreement or the PO or otherwise agreed to by BICA in writing;
  - The Vendor further covenants and warrants that will respect to its work product it will obtain all required consents for the use of materials of others.
2. The Vendor shall indemnify and hold harmless BICA from and against any and all third party (whether governmental or non-governmental) claims, demands, causes of action proceedings or investigations (collectively "Claims"), and all reasonably foreseeable damages, liabilities, costs and expenses including, not limited to, settlement costs and attorney's fees associated therewith (collectively "Expenses"), arising directly from (i) the Vendor's breach of this Agreement; or (ii) the Vendor's tortious acts or omissions; or (iii) any material



furnished by the Vendor, involving (a) libel, slander, or defamation (unless such material was approved in writing by BICA), or (b) infringement of copyright, or (c) piracy, plagiarism, or idea misappropriation, or (d) invasion of rights of privacy.

3. The foregoing indemnification, however, shall not extend to any Claims and Expenses arising from (i) BICA's unauthorized use or publication of third party materials provided by the Vendor to BICA with written notice any restriction in use of the third party material; (ii) material created by the Vendor which is substantially changed by BICA; (iii) material created by the Vendor based on information provided by BICA which is used by the Vendor in good faith without substantial change; (iv) representations or statements made in advertising material prepared by the Vendor concerning the use or benefits of the Products, based upon information furnished by BICA to the Vendor about BICA's business and products; or (v) risks about which the Vendor has advised BICA in advance through writing, clearly and specifically identifying such risks, and which BICA has assumed by authorizing the Vendor to proceed.
4. BICA shall indemnify and hold the Vendor harmless from and against any and all third party (whether governmental or non-governmental) claims, demands, causes of action, proceedings, or investigations (collectively "Claims"), and all damages, liabilities, costs and expenses (including settlement costs) and expenses including, but not limited to, settlement costs and reasonable attorney's fees associated therewith (collectively "Expenses") (i) arising from (a) BICA's failure to perform in accordance with this Agreement, or (b) BICA's tortious acts or omissions, including, but not limited to, the willful unauthorized use or improper use by BICA of the materials provided by the Vendor, or (c) any inherent properties of or defects in the Products, (d) the marketing, sale or use of the Products beyond the control of the Vendor; or (ii) arising solely as a result of any inaccurate information furnished by BICA to the Vendor about the BICA's business and products, which information shall have been reasonably relied upon as accurate by the Vendor.
5. In case any action, proceeding or claim shall be brought against one of the parties hereto (an "Indemnified Party") based upon any of the above Claims or Expenses and in respect of which indemnity may be sought against the other Party hereto (the "Indemnifying Party") such Indemnified Party shall promptly notify the Indemnifying Party in writing. The failure by an Indemnified Party to notify the Indemnifying Party of such claim shall not relieve the Indemnifying Party of responsibility under this paragraph, except to the extent such failure adversely prejudices the ability of the Indemnifying Party to defend such claim. The Indemnifying Party at its expense, with counsel of its own choice, shall defend against, negotiate, settle or otherwise deal with any such claim, provided that the Indemnifying Party shall not enter into any settlement or compromise of any claim which could lead to liability or create any financial or other obligation on the part of the Indemnified Party without the Indemnified Party's prior written consent. The Indemnified Party may participate in the defence of any claim with counsel of its own choice and at its own expense. The parties agree to cooperate fully with each other in connection with the defence, negotiation or settlement of any such claims. In the event that the Indemnifying Party does not undertake the defence, compromise or settlement of any claim, the Indemnified Party shall have the right to control the defence or settlement of such claim with counsel of its choosing.

### **Digital Communications**

1. With respect to any activity in the area of Social Media (eg. Facebook, Xing, LinkedIn, Twitter, YouTube, Instagram, Pinterest, Snapchat, WhatsApp, etc.), in particular with respect to the use of any Social Media

channel, the Vendor will not act or engage or communicate in the Social Media on behalf of the Company or any affiliate of the Company unless otherwise explicitly agreed in the relevant SOW or PO.

2. Vendor and BICA consider the acceptance of this Agreement to constitute express consent under Canada's Anti-Spam Legislation for the purposes of sending to one another commercial electronic messages (CEMs). Vendor consents to receive CEMs during the term of the SOW and thereafter until such time as the consent is revoked. Consent can be revoked at any time in writing or by going to <http://unsubscribe.boehringer-ingelheim.ca>

### **Anti-Bribery and Anti-Corruption (ABAC)**

1. The Vendor represents and warrants that it, its owners, directors, officers, employees, sub-contractors and agents will act in full compliance with any applicable ABAC laws and regulations, industry and professional codes of practice including the Criminal Code of Canada.
2. Without limiting the generality of the foregoing, the Vendor represents and warrants in particular that Vendor, its owners, directors, officers, employees, sub-contractors and agents will not directly or indirectly in connection with the business of BICA or with this Agreement:
  - offer, promise, pay or arrange for payment or giving of a bribe or any benefit, advantage or anything of value to any Public Official, individual, entity or any other third party in exchange for an improper advantage in any form either directly or indirectly in order to fulfil, obtain or retain (i) regulatory requirements, (ii) any kind of business including any commercial transaction to which BICA is a Party, or which is otherwise in connection with this Agreement or (iii) any other improper advantage;
  - transfer anything of value to a Public Official without the prior approval of the BICA Contact Person(s) named in signature block of this agreement, regardless of whether or not such transfer might constitute a bribe;
  - transfer anything of value to sub-contractors, agents or any third party for the purpose of offering, promising, paying, receiving, soliciting, or arranging for the payment of, or reimbursing anyone for payment of, a bribe or a transaction of anything of value to a Public Official;
  - or request, accept a promise of or receive any payment, benefit or advantage from any individual or entity for oneself or for a third party in return for giving another person or entity unfair preferences in the procurement of goods or commercial or other services in connection with this Agreement.
3. For the purpose of this Agreement, "Public Official" means any officer or employee of a local or foreign government or any department, agency, political party, institution, or instrumentality thereof (including officers and employees of government controlled entities), or of a public international organization as well as any person acting in an official capacity for or on behalf of any such government, department, agency, institution or instrumentality, or for or on behalf of any such public international organization as well healthcare professionals, working in healthcare institutions, in which the central, regional or local government owns an interest or has control or which are paid partly or as a whole by the government.
4. Vendor Shall report any suspicion of past, current or potential violations of this Section to the BICA Contact Person(s) named on the signature block of the agreement.
5. If Vendor is in doubt whether a certain act violates its obligations under this Section, Vendor shall contact the Boehringer Ingelheim Canada and shall delay the decision before taking the action.

6. Vendor shall ensure that its directors, officers, employees, sub-contractors and agents receive appropriate ABAC training
7. Vendor agrees that BI shall have the right, at its cost, at any time upon reasonable prior notice, to audit Vendor's records to ensure its compliance with the provisions of this Agreement and applicable laws and regulations by ensuring high level of confidentiality. In addition, upon BI's request from time to time, Vendor agrees to certify compliance with the foregoing in a form suitable for BI.
8. Vendor is aware of and acknowledges that BICA will exclude any potential contractual partners who engage in bribery, collusive practices or any other form of corruption or fraud from bids for tenders and future contracting.
9. Vendor shall indemnify and hold BICA harmless for any loss or damage resulting of a breach by the Vendor, its directors, officers, employees, sub-contractors and agents of this Section 10 or of any applicable laws and regulations

### **Privacy and Data Protection**

The parties acknowledge that all personal information and personal health information ("Personal Information") provided to it hereunder is subject to Canada's Personal Information Protection and Electronic Documents Act ("PIPEDA") and/or the Province of Ontario Personal Health Information Protection Act, 2004, S.O. 2004, c. 3 ("PHIPA") and/or other provincial privacy legislation ("applicable Data Protection Legislation"). The Vendor warrants that the Vendor alongside the Vendor's employees, agents, and representatives shall adhere to and comply with the applicable Data Protection Legislation. To the extent that the Vendor collects, processes or uses personal data on behalf of a BICA when rendering the Services, the Vendor shall, upon BICA's request, enter into any additional contractual arrangement which is, in BICA's reasonable opinion, required by applicable Data Protection Legislation. Such contractual arrangements may include (i) BICA's standard data processing agreement, and/or any other agreement that competent data protection authorities have declared to be compulsory or acceptable to comply with the applicable Data Protection Legislation obligations.

### **Confidential Information**

1. For purposes of this Agreement, the term "Confidential Information" includes (i) any and all information developed or received by the Vendor pursuant to its engagement hereunder or disclosed to the Vendor in connection with negotiations of the SOW or proposal hereunder which is not generally known to the public or within the industries or trades in which BICA competes; (ii) BICA's products, proprietary technologies, pharmaceutical and chemical compounds and any other products developed, manufactured, distributed, or otherwise exploited by BICA, together with the software and all other equipment, components, devices, data, specifications, designs, test results, formulas, algorithms, ideas, concepts, know-how, methods, techniques, documentation, and other information and materials of any sort related thereto; (iii) any and all source code, object code, concepts, techniques, information, and materials of any sort relating to software or firmware products used, developed, or otherwise exploited by BICA; (iv) any and all ideas, concepts, know-how, methods, techniques, structures, information, including without limitation all specifications and test data, and materials relating to the research, design, development, engineering, invention, patent, patent application, manufacture, or improvement of any and all chemical compounds, pharmaceuticals, medical devices, products or information, computer, electronic, or other equipment, components, circuitry, or devices of any

sort, which is or are constructed, designed, improved, altered, or used by BICA; (v) any and all internal business procedures and business plans, client and marketing information and materials, customers, prospective customers, licensing techniques, vendor information, purchasing information, financial information (including BICA's price lists, fees, sales data and rates for services and other billing or collection related information), service and operational manuals, ideas for new products and services, strategic data, forecasts, and any other information which relates to the way BICA conducts its business; (vi) any and all information and materials in BICA's possession or under its control from any other person or entity which BICA is obligated to treat as confidential or proprietary; (vii) any information, including a formula, pattern, compilation, program, device, method, technique, or process that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and (viii) Personal Information.

2. The Vendor and Vendor Personnel shall keep in strictest confidence, both during the term of this Agreement and subsequent to termination of this Agreement, and shall not for any reason, except as directed by BICA in writing, disclose, communicate or divulge to any person, firm or corporation, or use, directly or indirectly, for their own benefit or the benefit of others, any Confidential Information of BICA which the Vendor and Vendor Personnel may acquire or develop in connection with or as a result of the performance of the services hereunder. Upon termination of this Agreement, for any reason whatsoever, the Vendor and Vendor Personnel shall deliver to BICA or destroy, as directed by BICA, at the Vendor's own expense, all materials containing Confidential Information as well as any other matter in their possession or control relating to any of the services performed hereunder and shall keep no copies, summaries or analyses of any kind, regardless of the format in which such information exists or is stored. The Vendor shall promptly send BICA a written certification signed by an authorized representative of the Vendor acknowledging that all Confidential Information has been returned to BICA or destroyed as directed by BICA.
3. BICA agrees to treat any confidential information provided by the Vendor in the same confidential manner and subject to the same use and disclosure limitations to which the Vendor and Vendor Personnel are subject to with respect to BICA's Confidential Information during the term of this Agreement and for five (5) years following termination or expiration thereof.
4. The obligations of confidentiality and non-disclosure set forth in this Section shall not apply to:
  - Information which at the time of disclosure or discovery is in the public domain;
  - Information which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement;
  - Information which either Party can establish by reasonable proof was in its possession at the time of disclosure by the other Party and was not acquired, directly or indirectly, from the other Party or subject to restriction; or
  - Information which either Party receives from a third party provided, however, that such information was not obtained by said third party, directly or indirectly, from the other Party and that said Party has a right to disclose such information.
  - The provisions of this Section shall not prevent the BICA or Vendor from disclosing Confidential Information to a competent judicial or regulatory authority to the extent that the disclosing Party can show that such disclosure is required by any law, regulation or judicial process, provided that the

disclosing Party shall give the other Party (BICA or Vendor) reasonable advance notice of any such proposed disclosure, shall use its reasonable efforts to obtain a protective order or agreement with any person obtaining access to the Confidential Information protecting the confidential nature of the Confidential Information, and shall advise the other Party in writing of the manner of such disclosure.

### **Information Protection**

The Vendor represents and warrants that it will, and it will cause all Vendor Personnel to promptly report to BICA any breach of data security, loss, compromise, or unauthorized use, unauthorized access, attempted unauthorized access, or disclosure of any part or all of BICA's Confidential Information including, but not limited to, any Personal Information. Such notice shall be given as soon as possible and, in any event, within twenty-four (24) hours of the first day that the Vendor or such Vendor Personnel knows of the loss, compromise, or unauthorized use or disclosure. Notice shall be given in writing, to the Chief Privacy Officer. For purposes of this Agreement, (i) unauthorized use means the sharing, employment, application, utilization, examination or analysis of any Confidential Information or Personal Information not authorized under this Agreement, and (ii) unauthorized disclosure means the release, transfer, provision of, access to or divulging in any other manner, any Confidential Information or Personal Information, except as expressly permitted hereunder or under applicable law in the province or country of performance of services or origin of such Confidential Information or Personal Information. Use or disclosure of Confidential Information or Personal Information is unauthorized if it (i) violates the provisions of this Agreement; (ii) constitutes a breach of Canada's Personal Information Protection and Electronic Documents Act ("PIPEDA") and/or the Province of Ontario Personal Health Information Protection Act, 2004, S.O. 2004, c. 3 ("PHIPA") (iii) constitutes a violation of any BICA policy related to the protection and confidentiality of such Confidential Information or Personal Information of which the Vendor has been advised in writing. The Vendor agrees to use its best efforts to mitigate the effects of any breach, to promptly propose correction action to BICA and to promptly undertake all corrective action as approved or requested by BICA.

### **Ownership of Deliverables**

1. All rights, title and interest in and to all materials, documents, presentations, reports, information, data, results, analyses, summaries, and suggestions of every kind and description supplied to the Vendor by BICA or generated or developed by the Vendor under this Agreement or the SOW including, without limitation, work product ("Deliverables") shall be the sole and exclusive property of BICA, and BICA has the right to make whatever use it deems desirable of the Deliverables. In the event of new vendor selection, the Vendor shall transfer all materials and data to new vendor at no cost to BICA. All Deliverables will be transferred to BICA or new vendor, in the case of new vendor selection, in an electronic format that is reasonably acceptable to BICA. At all times, BICA shall be the exclusive owner of all proprietary rights of any kind or nature existing under the laws of any jurisdiction in the Deliverables, regardless of the state of completion or actual delivery of such Deliverables. BICA has all rights, title and interest in and to the Deliverables, including the sole and exclusive right to secure and own copyrights and renewals throughout the world, and, accordingly the Vendor's execution of this Agreement will constitute an assignment of its copyrights in all said work and its agreement to cooperate with BICA by executing any documents or otherwise, by assisting BICA in asserting or establishing its proprietary rights and copyrights in the Deliverables. BICA has exclusive, worldwide, unlimited rights to all Deliverables created pursuant to this Agreement except as otherwise specifically

provided in this Agreement. The Vendor agrees that BICA has the exclusive rights to publish or otherwise disseminate the results of the services, including, without limitation, any work product produced by the Vendor and the Vendor shall have no publication rights with respect to such results.

2. From time to time, instances may arise in which third parties own proprietary rights in materials proposed to BICA by the Vendor as part of the Deliverables pursuant to this Agreement. In all such instances, the Vendor shall immediately, fully and clearly, inform BICA of such third party's rights in writing. The Vendor will proceed only with BICA's written authorization upon being provided by the Vendor with documentation evidencing permission for the Vendor and BICA to use such third parties rights in the Deliverables. Such authorization shall constitute a nonexclusive, worldwide, royalty-free license for BICA to use such third party's rights in connection with the work developed by the Vendor under this Agreement or the SOW, including the right to make derivative works.
3. Limitations of rights for use of any third party's intellectual property shall be clearly defined and communicated to BICA in writing for its consent in accordance with this Section. For the avoidance of doubt, the third party permission obtained by the Vendor shall include without limitation all necessary releases, licenses, permits and other authorizations to use the name, likeness, photographs, copyrighted material, quotes, data adaptations, artwork, or any other property or right belonging to any third party for use in marketing communications, education and public relations for BICA for the appropriate time frame/duration of the campaign and/or the use intended (e.g., use of photograph on the web versus use in a print ad). BICA agrees to abide by the terms of such releases, licenses, permits, and other authorizations, provided it has approved use of such materials in accordance with this Section.
4. BICA acknowledges that Vendor will own all rights, title and interest to all materials, tools, templates, methodologies, processes, know-how and proprietary information and technology owned by the Vendor prior to the date of this Agreement and used by the Vendor in performance pursuant to this Agreement, and any and all improvements, updates, modifications and derivative works related thereto and not related to the completion of the services hereunder (collectively, the "Underlying Vendor Intellectual Property"). The Vendor acknowledges that it shall not acquire any right, title or interest in or to any of BICA's Confidential Information, even if incorporated into any such Underlying Vendor Intellectual Property. To the extent any Underlying Vendor Intellectual Property would or could limit BICA's use of such Deliverables. Vendor grants BICA a royalty-free, perpetual, non-exclusive license to use Underlying Vendor Intellectual Property solely as may be required to use such Deliverables.
5. When developing materials that utilize BICA's trademarks, trade names or logos, Vendor shall comply with BICA's Corporate Logo Guidelines and any other design guidelines provided to Vendor in writing or via the internet at <http://cd.boehringer-ingelheim.com>. Vendor is invited to register at the Corporate Design website and subscribe to the "News" section in order to be notified and informed of any changes to the guidelines.
6. Domain names and SSL-certificates relating to BICA, its business or its products shall be registered and/or applied for by BICA only, not by Vendor. Any requests for or other communications regarding domain names/SSL-certificates (registrations, applications or transfers) shall be addressed to [domain.names@boehringer-ingelheim.com](mailto:domain.names@boehringer-ingelheim.com) exclusively.

**Conflicts of Interest**

1. BICA acknowledges that during the term of the agreement and the PO's issued pursuant hereto, the Service Provider may also be engaged by other clients.
2. During the term of this agreement and until the termination of this Agreement, the Vendor Personnel rendering services pursuant to this Agreement, will not, in Canada, provide similar services of the same class of drug (for which the services are rendered) with the same indication in the same therapeutic area, acting by the same mechanism of action, for any other person competing, directly or indirectly, with BICA products for which Vendor is then providing services, unless the Vendor has received a written agreement by BICA to do so, which consent shall not be unreasonably withheld or delayed. This restriction shall not apply to Vendor's "back office" support personnel performing general operations, editing, administration, finance or similar support tasks
3. Vendor warrants and represents that no amount has been or will be paid to or shared with, directly or indirectly, any BICA employee, officer, board member or representative as wages, compensation, gifts, or otherwise.
4. To the extent that Vendor becomes reasonably aware, Vendor also agrees to disclose via email to BICA Sourcing the name(s) of any BICA employee, consultant, independent contractor, officer, board member, or representative who is an immediate family member (spouse, child, grandchild, sibling, parent, or grandparent) of anyone who owns, directly or indirectly, any interest in the Vendor. Should this situation change during the time of this Agreement, the Vendor will advise BICA Sourcing via email of such change immediately.

**Financial Audit**

1. Scope. At any time during the term of this Agreement and for seven (7) years thereafter, upon reasonable notice to the Vendor, BICA and its representatives, including any independent public accountant engaged by BICA and reasonably acceptable to the Vendor, shall have the right to audit the Vendor's financial records relating to services / work / activities performed hereunder and all pass-through costs to be reimbursed by BICA under this Agreement. Such records may include accounts, invoice records, invoices from third parties, contracts with third parties, travel and expense reports and receipts, and payments relating to this Agreement. Such records may also include agreements with third party providers, such as couriers, to enable a review of any existing discount and rebate terms. To the extent such records are not separable from other customer records or deemed confidential, the Vendor will give reasonable access to the records to an independent public accountant selected by BICA who will audit the records pertaining to the services / work / activities and pass-through costs and may disclose the results of the audit only to the extent it relates to the services / work / activities. In no event shall other customer information be disclosed to BICA. This audit right shall not be exercised by BICA more than once (1) in each calendar year.
2. Refunding to BICA. In the event an audit reveals that BICA has been overcharged, the Vendor shall, within thirty (30) days of such audit report, refund such overcharge to BICA. The fees and expenses for such auditing shall be borne by BICA, unless such examination shall reveal an overpayment of 1% (one percent) or more of the amount properly payable. In such event, the fees and expense for such auditing shall be borne by the Vendor and shall be paid within thirty (30) days following request by BICA.
3. Survival. The provisions of this clause shall survive the expiration or termination of this Agreement.

### **Authority Inspections**

1. Notification. The Vendor will notify BICA immediately by telephone or facsimile if, in connection with the Vendor's activities under this Agreement, the Vendor is contacted by a governmental or regulatory authority (the "Authority") for any safety or quality related queries or actions concerning any Boehringer Ingelheim product(s), including but not limited to, product recalls, authority restrictions, inspections, investigations and pharmacovigilance related activities.
2. Copies. In accordance with applicable law, the Vendor will provide in writing and in a timely manner to BICA copies of all materials, correspondence, statements, forms and records which the Vendor receives, obtains or generates pursuant to any such Authority query or action, including an English translation of such documents, or, in case of mere verbal communication with the authority, an English "contact report" within forty-eight (48) hours upon receipt.
3. Attendance and Correspondence. The Vendor shall permit BICA to attend any such inspections unless prohibited by law or the competent Authority. If any proposed correspondence from the Vendor to an Authority relates directly or indirectly to the Vendor's activities under this Agreement, BICA will have the right to review such correspondence and request reasonable revisions thereto. Prior to the submission of any correspondence to an Authority the Vendor shall obtain written approval from BICA.

### **Product Enquires**

1. Definition. "Product Enquiry" shall mean any request for information by health care providers, health care organizations, governmental or regulatory authorities, patients or other third parties related to specific medicinal products and its related indication(s).
2. Reporting. The Vendor shall forward any and all Product Enquiries, within one (1) business day after receipt to BICA. The Vendor shall report the Product Enquiry as it has been received, without screening, selection or processing, either by fax or e-mail to the following BICA Medical Information (MI) contact including the date of receipt: Contact information is found on the Boehringer Ingelheim (Canada) web page under "Contact". Upon request by BICA, the Vendor will request further information regarding the Product Enquiry and forward it to BICA.
3. Training Obligation. The Vendor is responsible to ensure that any and all personnel, who might receive a Product Enquiry, are adequately informed and trained to comply with the reporting obligations stated above.

### **Drug Promotion; Product and Health Information**

1. Definitions.
  - "Drug Promotion" shall mean any activity undertaken, organized or sponsored by a Boehringer Ingelheim entity which is directed at healthcare professionals, consumers, or patients to promote the prescription, recommendation, supply, administration, sale or consumption of pharmaceutical/medicinal products marketed by Boehringer Ingelheim through all media, including the internet. This also applies to scientific information when distributed in relation to the promotion of pharmaceutical/medicinal products.
  - "Product and Health Information" shall mean any health and/or disease related information pertaining to a specific pharmaceutical/medicinal product, irrespective of the medium of communication or



distribution used, with the exception of information intended for submission to authorities as part of a regulatory dossier and/or treatment recommendations for single patients.

2. **Compliance.** The Vendor shall ensure that any Drug Promotion as well as Product and Health Information complies with all applicable laws and regulations including, without being limited to, drug, advertising and data protection law. As regards Product and Health Information the Vendor shall further ensure that this information (i) is unbranded in relation to the product(s) (i.e., scientific branding such as trial acronyms and colour codes may be used), and (ii) is accurate, fair balanced, objective, non-promotional in nature and does not contain any treatment recommendations.
  - Review and Approval. The Vendor shall not distribute externally any Drug Promotion or Product and Health Information without the prior approval of BICA. Prior to any proposed communication or distribution of any Drug Promotion or Product and Health Information the Vendor shall first submit to BICA such proposed Drug Promotion or Product and Health Information, including the following information, as applicable,
    - promotional and scientific objectives
    - intended audience(s),
    - scientific references used to support proposed claims,
    - initiation and end dates of the activity,
    - frequency of use/interaction,
    - contracts with external experts (health care providers / health care organizations),
3. At least fourteen (14) days in advance of the proposed date of communication or distribution for review and approval by BICA. Upon request by BICA, the Vendor should provide further information to BICA.
4. **Training Obligation.** The Vendor is responsible to ensure that any and all personnel responsible for Drug Promotion and Product and Health Information are adequately informed and trained to comply with the Vendor's obligations under this clause.

### **Term and Termination**

1. Either Party shall have the right to terminate this Agreement in writing for cause immediately at any time if the other Party fails to perform any material obligation or to cure a material breach, in particular for:
  - any breach of a material provision of the Agreement or relevant Statement of Work that the notified Party fails to remedy within 30 (thirty) days after having been notified of the breach;
  - repeated breach of a provision of the Agreement;
  - significant delay of the deliverables due to the Vendor's fault;
  - infringement of IP rights of BICA, its affiliates, or a third party;
  - violation of the confidentiality provisions as described in Section 12;
  - violation of the anti-bribery/anti-corruption provisions as described in Section 10; or
2. Either Party reserves the right to terminate the Agreement without cause at any time with 30 days' notice to the other Party.
3. Upon termination of this Agreement, the SOW or PO, except as set forth in this Agreement, Vendor shall immediately cease all services under this Agreement, cease to represent itself as providing services to BICA and deliver at no additional expense to BICA, or new vendor in the case of new vendor selection, (i) a report describing the current state of the services and Deliverables to be provided by Vendor under this Agreement



5. Disputes. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be referred to upper management of the Parties for good faith discussion and resolution. The Parties agree that, pending resolution of a dispute, the Vendor shall continue to perform its obligations under this Agreement, and BICA shall continue to make payment to the Vendor for any undisputed items. Where a controversy or claim relates to a matter upon which BICA's decision is declared by this Agreement to be final, binding and conclusive, or the decision is to be made solely by BICA, or in BICA's sole judgment or considered judgment or the like, the issue for resolution shall be limited to whether BICA's decision was made in good faith. If any dispute, controversy, or claim cannot be resolved by such good faith discussion between the Parties, then each shall have all remedies available to them at law and in equity.
6. Governing Law. This Agreement and the SOW and PO issued hereunder shall be construed, interpreted and enforced under the laws of the Province of Ontario and the laws of Canada where applicable therein.
7. Force Majeure. If the performance of any part of this Agreement by any Party will be affected for any length of time by fire or other casualty, government restrictions, war, terrorism, riots, strikes or labour disputes, lock out, transportation delays, electronic disruptions, internet, telecommunication or electrical system failures or interruptions, and acts of nature, or any other cause which is beyond control of a Party (financial inability excepted), such Party will not be responsible for delay or failure of performance of this Agreement for such length of time, provided, however, (a) the affected Party will cooperate with and comply with all reasonable requests of the non-affected Party to facilitate services to the extent possible, and (b) the obligation of one Party to pay amounts due to any other Party will not be subject to the provisions of this Section.
8. Government Disclosure. The Vendor agrees that BICA in its sole discretion may disclose the terms of this Agreement to the Canadian Government or any agency thereof, or to any other government or government agency.
9. Entire Agreement. The parties declare that they have requested that this Agreement and any Statement of Work (SOW) and schedules thereto be drafted in the English language only. This Agreement and the SOW and PO issued hereunder and the Exhibits attached hereto, or thereto, constitute the entire agreement of the Parties as to the subject matter covered herein and supersedes all prior oral or written agreements, proposals, understandings, representations, conditions and promises relating thereto. The provisions of this Agreement may not be modified or amended except by a written instrument referring to this Agreement and signed on behalf of both Parties.
10. Counterparts. The Parties may execute this Agreement or SOW by way of hand-written or electronic signature (e.g., DocuSign®) in in two or more counterparts which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument as against any Party who has signed such counterpart. Additionally, the Parties may execute this Agreement by exchange of signatures sent by facsimile transmission or electronic transmission, including electronically scanned (i.e., PDF). Once signed by all Parties, this Agreement shall become effective and binding, and such complete facsimile or electronic copy shall be treated the same as an original for all purposes under this Agreement.
11. No Further Obligations. Nothing contained in this Agreement shall be construed, by implication or otherwise, as an obligation for either Party to enter into any PO with the other. The Vendor acknowledges and agrees that the terms and conditions of this Agreement do not constitute a promise or guarantee of future work.

12. Supplier Code of Conduct (SuCoC). The BI Supplier Code of Conduct expresses the expectation for how business is conducted between BI and its suppliers, also covering suppliers' action on behalf of BI. It is expected that the Vendor comply with the BI SuCoC, which can be found in the following link: <https://www.boehringer-ingelheim.ca/en/corporate-profile/suppliers-and-business-partners>

## Exhibit A – Pharmacovigilance Human Pharma

### Pharmacovigilance (PV)

**1. Definition of Adverse Event (AE):** As used herein an “Adverse Event” or “AE” shall mean any untoward medical occurrence in a patient administered a medicinal product and which does not necessarily have a causal relationship with this treatment. An AE can therefore be any unfavorable and unintended sign (including an abnormal laboratory finding), symptom, or disease temporally associated with the use of a human medicinal product, whether or not considered related to the medicinal product.

**2. Adverse Event Reporting:** In order to enable **Boehringer Ingelheim (BI)** to comply with its worldwide regulatory reporting responsibility, **SUPPLIER/SERVICE PROVIDER** shall forward to **BI** – in line with applicable law (i.e. data protection law, professional and medical confidentiality obligations) – within one (1) business day after receipt, all information about a BI medicinal product (the “BI Product”)

**SUPPLIER/SERVICE PROVIDER** becomes aware by any means, in association with:

- a) AEs, including abnormal laboratory values and AEs occurring from drug withdrawal or drug interactions, or associated with a product complaint or with a falsified BI product; BI product information, e.g. interacting drug, product complaint and falsified product information should be included in the report;
- b) reports with or without AE of: drug abuse, misuse, overdose (intentionally or accidentally), errors in drug treatment process (i.e. medication errors), off-label use of a BI Product (i.e. used in a non-registered indication), lack of efficacy, occupational exposure, suspected transmission of an infectious agent via a BI Product or unexpected benefit
- c) reports of: embryo or foetus potentially exposed to the BI Product (via mother or father and with or without AE), AEs occurring in breastfeeding infants;

**3. SUPPLIER/SERVICE PROVIDER** shall forward all information listed under 2. a) to c) as it has been received, without screening, selection or further processing, either by fax or secure e-mail to following **BI** contact indicating the date of receipt:

- **Fax:** 888-723-0333
- **Secure email:** PV\_local\_Canada@boehringer-ingelheim.com

**SUPPLIER/SERVICE PROVIDER** shall cooperate with BI in investigating a report and, upon request of **BI**, follow-up on the original report to obtain and provide **BI** with additional information.

**4. SUPPLIER/SERVICE PROVIDER** is responsible for ensuring that its staff, working for or on behalf of **BI**, is adequately informed and trained to comply with the reporting obligations described in this section and for documenting this.

**5. SUPPLIER/SERVICE PROVIDER** shall ensure active screening of all incoming information on a daily basis and perform Adverse Event Reporting to **BI**, as defined above.

## **Exhibit B – Pharmacovigilance Boehringer Ingelheim Animal Health Canada Inc.**

### **Pharmacovigilance (PV)**

#### Definitions

##### Adverse Event (AE):

An adverse event is any observation in animals, whether or not considered to be product-related, that is unfavourable and unintended and that occurs after any use (including label use, off-label and misuse) of a **Boehringer Ingelheim Animal Health Canada Inc. (BI)** proprietary veterinary product (including Veterinary Medicinal Products). Included are events related to a suspected lack of expected efficacy, noxious reactions in humans after being exposed to a **BI** proprietary veterinary product, or a suspected transmission of an infectious agent.

The minimum information for the notification of an adverse event includes:

- An identifiable source, wherever possible this should be the name, function and address of the reporter (e.g. veterinarian, pharmacist, animal owner).
- Animal details: species
- Suspected product: name (Brand name)
- Event details

##### Asymptomatic Human Exposure:

A human exposure to a **BI** proprietary veterinary product that is not associated with an adverse event.

#### Adverse Event Reporting:

In order to enable **BI** to comply with its worldwide regulatory reporting responsibilities, **EXTERNAL PARTNER** shall forward to **BI** all information about AEs and asymptomatic human exposures related to the use of a **BI** proprietary veterinary product, which the **EXTERNAL PARTNER** becomes aware of by any means. AEs shall be sent by the end of the next business day.

**EXTERNAL PARTNER** shall forward all information it has received without screening, selection or further processing by e-mail to the following **BI** contact indicating the date of first receipt to [vetpv@boehringer-ingelheim.com](mailto:vetpv@boehringer-ingelheim.com) in either English or French.

**EXTERNAL PARTNER** shall cooperate with **BI** in investigating the received information and, upon request of **BI**, follow-up on the original report to obtain and provide **BI** with additional information.

#### Training

**EXTERNAL PARTNER** is responsible for ensuring that its staff is adequately informed and trained to comply with the obligations described in this section and for documenting this training.

#### Digital Media Monitoring

**EXTERNAL PARTNER** shall ensure active screening of all incoming information on a daily basis and perform Adverse Event Reporting to **BI**, as defined above.

For potential AE identified through digital media screening the **EXTERNAL PARTNER** must confirm the existence of a valid reporter prior to forwarding to **BI**:

- If the reporter directly contacts **BI** via direct message or email, this reporter is considered valid and the AE report must be forwarded to **BI**.
- When a potential AE is identified via means other than direct message or email, **EXTERNAL PARTNER** must attempt to contact the reporter if **EXTERNAL PARTNER** has a means to do so (e.g. account on the platform/site from which to send a message). If **EXTERNAL PARTNER** does not have a means to contact the reporter OR if no response is received this is not considered a valid reporter and the event information shall not be forwarded to **BI**.
- Records of any contact attempts must be archived by **EXTERNAL PARTNER** and available to be provided at **BI**'s request

#### Audit

**BI** shall be entitled to perform audits of compliance with the PV obligations set forth in this clause. Such audits shall include, but are not limited to, facilities, processes, documentation and staff interviews and they may be performed at any time during normal business hours, upon one (1) week's prior written notice to **EXTERNAL PARTNER**.

**EXTERNAL PARTNER** will, and will cause its personnel to, fully cooperate with any of the foregoing activities and will provide timely access to requested documentation and facilities.

#### PV Contact Details

**BI** shall inform **EXTERNAL PARTNER** in writing about any changes to the PV contact details. A formal amendment to this agreement is not required.

#### **How can a suspected AE related to a Boehringer Ingelheim animal health product be reported?**

- For **people outside Boehringer Ingelheim Animal Health Canada Inc., including third party contractors or representatives acting on behalf of Boehringer Ingelheim**, in both English and French:
  - **Email (preferred method);** [vetpv@boehringer-ingelheim.com](mailto:vetpv@boehringer-ingelheim.com)
  - Toll-free telephone: **1-877-565-5501**
  - Toll-free fax: **1-888-550-5395**

*For more information, please contact Dr. Normand Plourde, Director, Veterinary Affairs ([normand.plourde@boehringer-ingelheim.com](mailto:normand.plourde@boehringer-ingelheim.com); 1-800-263-5103, ext. 84680)*