

CLEARVIEW HEALTHCARE PARTNERS
Experts Terms and Conditions

Introduction

ClearView Healthcare Partners is a life sciences global strategy consulting firm with offices in the U.S. and Europe. We combine global industry knowledge and deep scientific expertise across a range of therapeutic areas with an extensive network of experts to deliver practical and actionable recommendations to our clients' most complex challenges and questions. The firm's projects include disease assessments, clinical trial endpoint research, deep dives into specific therapeutic areas as well as many other unique types or projects for pharmaceutical, medical device, and diagnostics companies worldwide. We have a dedicated Market Research department, Expert Research Solutions, that manages an extensive global network of leading Key Opinion Leaders, high-volume prescribers, Payers, and policy influencers among other stakeholders.

Purpose

Your membership and participation in ClearView Healthcare Partners expert panel is subject to the following terms and conditions (these "Terms & Conditions"). As used herein, the terms "we", "use", "our", "ClearView Healthcare", and "ClearView" mean ClearView Healthcare Partners, LLC. By checking the box below, you agree to be bound by these Terms & Conditions, as modified by us from time to time in our sole discretion, and that these Terms & Conditions supersede any prior terms and conditions between you and ClearView. This is a legally binding agreement. Any breach by you of these Terms & Conditions may result among other things, in immediate termination of your membership and participation in ClearView Healthcare Partners expert panel.

Expert Eligibility

All Experts must go through ClearView's strict vetting process prior to joining the network. You must be willing to provide formal identification such as a valid driver's license or state/government issued ID and a completed W-9 form.

Prior Misconduct

You represent that you are not, and have not been, the target or subject of any regulatory or enforcement proceeding brought by any securities, commodities or other financial regulatory authority, self-regulatory organization or other law enforcement body. You represent that you have not been debarred, excluded, suspended or otherwise not permitted to participate in U.S. government or state programs, including, without limitation, under the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), Specially Designated Nationals List of the Office of Foreign Assets Control of the U.S. Department of the Treasury, or the System for Award Management (SAM). Should your status change with respect to any of these representations, you shall immediately inform ClearView.

Recording & Client Listen-In

All calls will be recorded for the ClearView team's notetaking as well as quality assurance purposes. If the research sponsor requests the recording to be shared or to listen in, we will obtain your

consent. Consent to sharing recordings and live listen-ins are not required for participation in market research interviews.

Our standard practice is to blind all live listen-ins and shared recordings. Your identity will remain confidential. If you are concerned about your voice being recognizable, we will distort it before sharing the recording with the client. There may be instances where our client requests the interview to be unblinded, in the event of this request, we will obtain your consent before proceeding.

Compensation

You will be paid a fair market value rate based on your customary consulting fees as agreed upon by you and ClearView. Payments for participation in a consultation shall be prorated by the minute based on the duration of each consultation. You shall not receive payment for your participation in a consultation unless the consultation was completed and was conducted in accordance with these Terms and Conditions.

You may change your consulting rates upon written notice to ClearView, subject to ClearView's confirmation that the consulting rate is consistent with fair market value for your services. Changes to your consulting rate will not take effect until ClearView sends you a written confirmation of such updated consulting rate. You may not change your rate after you have been contacted by ClearView on any project; therefore, your new rate shall be applicable only to future projects. For the avoidance of doubt, you may not adjust your rate based on the identity of the client involved in the project.

Some of our clients have internal policies that establish payment rates for expert consulting services. These rates may be different from the standard consulting rate agreed upon by you and ClearView. Where the client's rate is lower than the rate agreed upon by you and ClearView, the client's rate will apply to the project. In such instances, ClearView will notify you of the applicable rate from the client in advance of the consultation. You acknowledge and agree that your consulting services are not tied to any past or future referrals for any of ClearView's clients' products and that there is no expectation or obligation for you to make or influence any such referrals.

U.S. Experts

Our preferred method of payment is via direct deposit through Bill.com, a third-party provider. If you are uncomfortable with receiving payment through this accounting system, we will be able to provide you with a check that is sent via mail. Checks will arrive up to 8 weeks past the date of the interview. We ask that you provide us with a W-9 upfront for tax purposes.

Ex-U.S. Experts with a non-U.S. bank

All payments will be processed via wire transfer. Your banking information will be required.

Rescheduling / Cancellation

If your call is rescheduled and/or cancelled by ClearView Healthcare Partners you will be compensated according to the following policy, depending on when the request was made by ClearView:

- Less than one business day before the call, you will be compensated fully
- 24-48 hours before the call, you will receive half your honorarium
- Over 48 hours, you will receive 50.00 USD

Typically, you will receive your payment up to eight weeks after the interview. If there are any delays or issues with your payment, please reach out to ERS.accounting@clearviewhcp.com and they will address it immediately.

Conflict of Interest (COI)

You agree that in rendering consulting services, you will provide your own views and opinions. It is your obligation to determine whether you have a COI with respect to any particular project and to recuse yourself from any project for which you determine you have a COI. In addition, it is your obligation to ensure that you are not restricted from providing consulting services to ClearView and its clients by any legal, employment, contractual, fiduciary, non-disclosure or other obligations. If your employer or any other third-party requires pre-approval before you can provide consulting services, it is your obligation to obtain such approval prior to providing any consulting services to ClearView and its clients. For the avoidance of doubt, the obligations in this section are continuing in nature and apply to all projects for which you may be engaged by ClearView.

- You must notify ClearView if/when you become newly employed by an organization that could create a COI
- Update ClearView when there is a change of employment, address, and/or banking information

Cooperability

ClearView requires all interactions be professional, respectful, and consistent with the highest industry standards. Under no circumstances should any abusive, antagonistic, offensive, dismissive, disrespectful, or otherwise inappropriate language be used in oral or written communications. If you are found to have done so, any pending payments will be void and you will be removed from our expert panel.

Lack of Honesty on Screeners

You agree to provide accurate, current information regarding your education, employment, and expertise. We may request additional information to prove your professional background and qualifications.

Code of Conduct

Experts must conduct business with ClearView Healthcare Partners in an ethical and honest manner and in compliance with all applicable laws and regulations. If any of the information you have willingly shared with ClearView (e.g., responses to questions, verification of identity or employment etc.) is misrepresented in any way, all scheduled interviews will be cancelled, pending payments will be void, and you will be removed from our network effective immediately.

Confidentiality

You agree not to disclose any non-public, confidential, or proprietary information, any information that could reasonably be expected to be confidential, or information that is protected by non-disclosure agreements, legal obligations, contractual agreements, or any other confidentiality provisions that you may learn or obtain in connection with your participation in the Expert Network. As a ClearView Expert you may receive confidential Information from and about our clients. You agree to keep such confidential Information strictly confidential, and not to disclose it for any reason unless you receive prior approval from compliance@clearviewhcp.com. Any documents provided (e.g., target product profiles, stimulus, worksheets) during the study must be destroyed upon completion of the advisor services required for the study. Documents cannot be shared with any outside party.

10-minute Grace Period Policy

ClearView reserves the right to cancel a consultation within the first 10-minutes at no charge for any reason that is deemed appropriate by ClearView. Therefore, ClearView will not be able to compensate you for any consultations that last under 10-minutes.

Adverse Event (AE) Reporting

Many of our clients implement specific procedures for reporting Adverse Events and Product Quality Complaints related to their current products on the market. The processes are in place to keep track of the safety and efficacy of these medicines and products. We are required to pass on to the sponsoring client any details of side effects or product complaints relating to their products that are mentioned during the interview or a survey. If this happens, we will need to collect details and report the side effects or product complaint. You will be asked if you give permission for us to pass your contact details to the company's drug safety department for them to follow-up. This will have no impact on the confidentiality and anonymity associated with the interview itself. You have the right to decline.

Data Protection

ClearView Healthcare Partners will process your data to invite you to participate in market research projects, which may include surveys and focus groups. Personal data is supplied willingly by individuals, like you, to ClearView Healthcare Partners and is processed for business purposes. Additionally, we will collect information about you that is publicly available online through

employment websites, publications, clinical trials, and otherwise. This may include combining information about you from multiple sources.

You agree that you consent to ClearView processing your personal data as described in the ClearView Healthcare Partner Privacy Notice. This notice is available to review at <https://clearviewhcp.com/wp-content/uploads/2023/07/ClearView-Healthcare-Partners-Privacy-Notice-December-2022-3.0.pdf>

Unblinded Primary Market Research

ClearView best practices is that all calls are to remain double-blinded (i.e., you will not know the identity of the end client and vice versa). However, there may be times where a client requests to conduct single-blinded (i.e., you will know the identity of the client, but the client will not know your identity) or unblinded interviews (i.e., both parties will each other identities) if the client requests to unblind the call, we will obtain your informed consent upon outreach.

- We must obtain your consent to reveal your name to the client
- If you are a prescribing healthcare provider in the U.S., the pharmaceutical client must report the honorarium payment to the Center of Medicare and Medicaid Services (CMS) per the U.S. Physicians Payment Sunshine Act

Version Control

Version	Author	Date	Summary of changes
1.0	Erica Dias	14Feb2024	Initial Draft

Approvals

Name	Role	Version	Date
Erica Dias	Sr. Manager of Compliance & Ops	1.0	14March2024