



Terms & Conditions Online Physician Request Form ("Physician Form")

This program in relation to the Support (defined below) is designed by Sanofi-Aventis Singapore Pte Ltd ("Sanofi") to manage the delivery of the dry blood spot collection kits by its service providers, at the requests of the respective healthcare organizations and/or healthcare professionals via this Physician Form ("Program"), subject to the terms and conditions herein ("Terms and Conditions").

Terms and Conditions:

These Terms and Conditions constitute an agreement (this "Agreement") entered into by and between Sanofi and "you," the user of this online platform (the "Platform") for your request of the Support (defined below) from Sanofi. Access to the Platform and your account (the "Account"), request for the Support and/or communication with Sanofi and/or its service providers are subject to the terms and conditions set forth in this Agreement, the Privacy Policy and other guidelines provided by Sanofi, if any, all of which are incorporated herein by reference.

THIS AGREEMENT CONTAINS WARRANTY, DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT THE LIABILITY OF SANOFI AND ITS SERVICE PROVIDERS TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS USING THIS PLATFORM AND/OR REQUESTING FOR SUPPORT FROM SANOFI CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO THE TERMS AND CONDITIONS SET FORTH HEREIN, PLEASE EXIT THE PLATFORM IMMEDIATELY.

BY USING, REQUESTING FOR THE SUPPORT AND/OR COMMUNICATING WITH SANOFI AND/OR ITS SERVICE PROVIDERS, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS, THAT THE PROVISIONS, DISCLOSURES AND DISCLAIMERS SET FORTH HEREIN ARE FAIR AND REASONABLE, AND THAT YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS IS VOLUNTARY AND IS NOT THE RESULT OF FRAUD, DURESS OR UNDUE INFLUENCE EXERCISED UPON YOU BY ANY PERSON OR ENTITY.

1. In accordance with the applicable laws and regulations, Sanofi is willing to support free-of-charge screening or diagnostic testing of patients to shorten their diagnostic journey or assist ongoing disease monitoring, where such activities are outside the scope of routine care and would not otherwise be available without Sanofi's support, which may include screening programs, diagnostic testing, dry blood spot collection kits and other related supports as deemed necessary and appropriate by Sanofi (the "Support").
2. To participate in the Program, you are required to submit the Physician Form via the platform designated by Sanofi. Sanofi may appoint third-party service providers to facilitate any activities related to the Support. Sanofi reserves the right to suspend partly or wholly any Support provided herein for whatever reasons without any notice and without any liability to you or any third-party. By participating in the Program, you hereby accept and undertake to comply with the Terms and Conditions.
3. Sanofi and its service providers do not provide any medical advice on the Platform or through the Support made available therein. Using the Platform and/or the Support and/or providing personal or any other medical information to Sanofi and/or its service providers does not create a physician-patient relationship between Sanofi, its service providers and you or your patients. No clinical decisions are to be based solely on the Support provided by Sanofi, but are to include consideration of clinical history, symptoms, other diagnostic measurements, and other factors that you may deem relevant in your clinical and professional judgment.

You shall act in the best interest of the patients and shall use the Support solely for the purpose of providing free-of-charge diagnostic screening test to patients only. You undertake that you



(and your institution) shall not, in any way, seek reimbursement or be reimbursed for, and/or charge patients or any third party for any items or activities under the Support sponsored by Sanofi hereunder.

4. Nothing contained in the Platform or related to the Support constitutes financial, investment, legal and/or other professional advice, and no professional relationship of any kind is created between you and Sanofi. You will not make any financial, investment, legal and/or other decision based in whole or in part on anything contained in the Platform and/or related to the Support.
5. You hereby declare that there is no conflict of interest between you (or any of your family members) and Sanofi. Further, you will not be paid or rewarded in any way by Sanofi in carrying out any activities related to the Support or for the performance of your obligations hereunder. In the event where you become aware of any potential conflict of interest between you (or any of your family members) and Sanofi, you shall inform Sanofi immediately.
6. You represent and warrant that you:
 - a) are a qualified, licensed healthcare professional in the jurisdiction in which you are using the Physician Form and participating in the Program;
 - b) shall be responsible for obtaining relevant approval from and/or notifying timely your institution or employer (if relevant) of the Support and this Agreement;
 - c) shall abide by the terms of any and all arrangements and agreements between Sanofi and you (and your institution);
 - d) shall participate in the Program and use the Support (i) in a manner consistent with your professional, ethical, regulatory, statutory and other legal requirements; and (ii) will comply with your obligations in this Agreement, all applicable professional and ethical standards and requirements and all applicable laws and regulations;
 - e) shall carry out the evaluation on your patients and the decision on whether the test should be conducted shall be at your sole discretion. Such test will be performed at your own request and any therapeutic decisions resulting from the test are at your own responsibility;
 - f) shall inform and explain to your patients the purpose, procedures and relevant information of the test and provide necessary consultation regarding the test to the patients and obtain patients' consent as required and in compliance with the applicable laws and regulations;
 - g) shall disclose and make transparent to your patients, the public and any third party that the Support is sponsored by Sanofi without any expected benefit in return; and
 - h) acknowledge that the activities in relation to the Support will be carried out independently by respective third-party providers engaged by Sanofi, including without limitation, delivery/courier services, laboratory, and Sanofi will not be involved.
7. You warrant, represent and undertake to Sanofi that: you shall perform your activities hereunder in accordance with all applicable laws, rules and regulations; and you (a) will comply with the requirements of all applicable anti-bribery legislation; and (b) have not and will not make, promise or offer to make any payment or transfer anything of value (directly or indirectly) to (i) any individual, (ii) corporation, (iii) association, (iv) partnership, or (v) government or semi-government body (including but not limited to any officer or employee of any of the foregoing) who, acting in their official capacity or of their own accord, are in a position to influence, secure or retain any business for (and/or provide any financial or other advantage to) Sanofi by improperly performing a function of a public nature or a business activity with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business. Sanofi shall be entitled to immediately terminate this Program and this agreement at any time in the event of your breach of this provision.
8. You agree that the Program does not take effect and is not intended to take effect as an inducement, incentive or reward, whether to you, the Hospital and/or any of the physicians



and other healthcare professionals, for past, present or future willingness to recommend, endorse, authorize, approve, purchase, prescribe or supply any product or service sold or provided by Sanofi or its Affiliate including formulary placement of such products or services or as an incentive to grant an interview for any sales or marketing purpose or to provide an incentive or price concession off the price of Sanofi's or its Affiliate's products or services. For purpose of this agreement, "Affiliate" means any corporation or other entity controlled by, controlling or under common control with SANOFI (RCS Paris 395 030 844), with "control" meaning direct or indirect ownership of more than fifty percent (50%) of the capital stock or the voting rights in such corporation or entity, or the ability to direct the management or policies of such corporation or entity through ownership of securities, by contract or otherwise.

9. You specifically warrant that the information disclosed in your communications to Sanofi and its service providers in connection with the Support will comply with all applicable laws and regulations. You will not disclose to Sanofi and its service providers any protected health information, personally identifiable data and/or any other equivalent information, including without limitation information related to patients, under applicable laws without prior written approval of the relevant data subject or individual, and you will be solely responsible for any liability arising out of non-compliance with any applicable laws and regulations.
10. All data, information, terms and conditions relating to the Program shall be strictly confidential and shall not be used, disclosed or disseminated without prior consent of Sanofi. You specifically warrant that the information disclosed in your communications to Sanofi and its service providers in connection with the Support will comply with all applicable laws and regulations. You will not disclose to Sanofi and its service providers any protected health information, personally identifiable data and/or any other equivalent information, including without limitation information related to patients, under applicable laws without prior written approval of the relevant data subject or individual, and you will be solely responsible for any liability arising out of non-compliance with any applicable laws and regulations.
11. Sanofi hereby reserves any and all of its intellectual property rights in the Platform and in connection with the Support provided therein belong to Sanofi or other third parties, as the case may be, with all rights reserved.

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and all other matters related to the Platform, including, without limitation, the "look and feel" of the Platform, are protected under applicable copyrights and other proprietary and intellectual property rights and are the property of Sanofi or other third parties, as the case may be, or their respective affiliates, officers, directors, consultants, employees, agents, partners, promoters, co-branders, licensors, suppliers, sponsors. You do not have the right to use, copy, distribute, display, publish, transmit or create derivative works of any content or material on the Platform except as expressly granted in this Agreement. Further, you shall not use Sanofi's name, logo or trademark without prior written consent of Sanofi.

By submitting any request for the Support and other information you provided to Sanofi and its service providers, you automatically grant to Sanofi and, as applicable, to its service providers the royalty-free, worldwide, perpetual, irrevocable, assignable, non-exclusive right and license, with the right to grant sublicenses, to use, reproduce, modify, adapt, publish, display, translate and distribute such information (in whole or in part) and/or incorporate it in other works in any form, media or technology now known or hereafter developed.

12. To the maximum extent permitted by applicable law, in no event shall Sanofi or its Affiliate (as defined below), officers, directors, employees, agents, or third party partners or suppliers, be liable to you and/or the Hospital for any loss or damage whatsoever including but not limited to direct, indirect, special, incidental, punitive, or consequential damages (including loss of income, loss of profits, loss of goodwill, loss of opportunity, in each case whether direct or indirect) that result from or relate to this Program and/or the Support, including without



limitation, you participating in the Program and receiving, accessing and/or using the test kits and relevant support contemplated under this Program.

13. You undertake not to make any kind of publication or communication relating to this Program without the prior written consent of Sanofi, unless permitted or required under applicable laws and regulations.
14. To the extent permitted by law, under no circumstances, as a result of your use of the Platform and/or the Support, will Sanofi and/or its service providers be liable to you or to any other person for any direct, indirect, special, incidental, exemplary, consequential or other damages under any legal theory, including, without limitation, tort or contract, under a strict liability, negligence and/or medical malpractice claim or otherwise, even if advised of the possibility of such damages.
15. The Support made available by Sanofi is provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied, including, without limitation, non-infringement, and implied warranties of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, neither Sanofi nor its service providers make any warranty, representation or guaranty of any kind.
16. In the event you have learned of any adverse event or pharmacovigilance data or product technical complaint associated with use of a Sanofi product, you shall report it within one (1) business day from learning thereof to Sanofi Pharmacovigilance via pv.sin@sanofi.com. For product technical complaint, you may report to TMS_PTCHUB@sanofi.com.
17. Sanofi does not collect nor process the personal data of your patients under this Program. You will not transfer or disclose to Sanofi such personal data, unless necessary for Sanofi to discharge its legal, regulatory or pharmacovigilance obligations.

Both parties shall comply with all applicable data protection and privacy laws, including the Singapore Personal Data Protection Act 2012 ("PDPA"), in relation to any personal data processed under this Agreement. To the extent personal data is disclosed or processed for the purposes of administering the Program, each party shall ensure that such processing is limited to what is necessary for the performance of this Program and is subject to appropriate technical and organizational security measures. Neither party shall disclose personal data to any third party except as required by law or for the purposes of fulfilling obligations under this Agreement.

The information that Sanofi and/or its service providers obtain from you, is subject to Sanofi Privacy Policy. You agree that you have read and understood the Personal Data Protection Notice, and you hereby acknowledge that the collection, use, and processing and, as the case may be, the disclosure and transfer of your personal data is necessary to carry out the support and you hereby give your consent thereto to the maximum extent required for the purposes described in the Personal Data Protection Notice.

Please refer to [Sanofi Privacy Policy](#) and [Personal Data Protection Notice](#) for more information.

18. You will indemnify, defend and hold harmless Sanofi and/or its service providers from and against any claims, actions or demands, liabilities and settlements including, without limitation, reasonable legal, attorney and accounting fees, resulting from, or alleged to result from:
 - a) your violation of this Agreement or a breach of any of your representations or warranties under this Agreement;
 - b) any activity related to your use of the Support by you or any other person accessing the Platform using your Account;
 - c) a violation of the intellectual property rights of any third parties;



- d) content submitted, posted, transmitted or made available to Sanofi and/or its service provides through the Platform or other means; and
- e) any violation of any law, including, without limitation, violation of laws related to confidentiality of patient health information, or any misconduct in connection with the use of the Support, including, without limitation, medical malpractice and the unauthorized practice of medicine.

19. Miscellaneous

- a) This Agreement shall be governed by the laws of Singapore, without regard to conflict of law principles, which are not intended to confer rights to a third party under the Contracts (Rights of Third Parties) Act (Cap. 53B) and the provisions of the Act are hereby excluded. Any dispute arising out of or in connection with this Program and the Terms and Conditions of this Agreement, which the parties are unable to settle amicably through good faith discussions, shall be settled by the competent courts in Singapore.
- b) If any part of this Agreement be held invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- c) If anything on the Platform conflicts or is inconsistent with this Agreement, this Agreement will prevail.
- d) The failure of Sanofi to enforce any provision of this Agreement will not be deemed a waiver of such provision or of the right to enforce such provision.
- e) You may not assign this Agreement or any of your obligations hereunder without the prior written consent of Sanofi. Sanofi may assign its rights under this Agreement to any party at any time without notice to you.
- f) You hereby acknowledge that this Agreement represents the entire understanding between you and Sanofi concerning your use of the Platform and the Support provided therein.
- g) Sanofi may, in its sole and absolute discretion, modify the Support and the Terms and Conditions of this Agreement in whole or in part at any time for any reason without any notice to you. Continued access of the Platform and request and/or use of the Support by you constitutes acceptance of any changes or revisions to this Agreement.
- h) This Agreement creates no partnership, employment relationship, joint venture, franchise or agency between the parties of any kind. Neither party has the right to assume or create, either directly or indirectly, any liability or any obligation of any kind, expressed or implied, in the name of or on behalf of the other party, and neither party will represent that it has such authority.

ACKNOWLEDGMENT

You acknowledge that this Agreement is fair and reasonable and that your agreement to follow and be bound by them is not the result of fraud, duress or undue influence exercised upon you by any person or entity. Notwithstanding any provisions of this Agreement, Sanofi has all available remedies at law to enforce this Agreement. If you fail to comply with this Agreement, Sanofi may suspend or eliminate your Account and/or Support without any compensation or liability to you or any third parties.