

Terms and Conditions of Business

These Terms and Conditions of Business (the "Terms") govern all services provided by Medicys and will apply to all Statements of Work or contracts entered into between Medicys and its clients (the "Client"), unless agreed in writing or expressly modified in a specific written Agreement.

1. General Terms

1.1 Proposal Validity: All proposals issued by Medicys are valid for a period of ninety (90) days from the date of issuance, unless otherwise specified in the proposal.

1.2 Non-binding Proposal: The provision of a proposal by Medicys does not constitute a binding commitment to undertake the project. A binding commitment is established only when the Client accepts the proposal and these Terms, and Medicys subsequently provides written confirmation or executes a Statement of Work or contract.

1.3 Exclusive Fieldwork Rights: Medicys will not undertake fieldwork on projects when recruitment from another party is ongoing or planned for the same project. If, during a live project, we are made aware that another party is actively working on the same project we reserve the right to stop all ongoing work.

1.4 Cost Basis: All costs and fees provided are based on the details and specifications contained within the project brief provided by the Client.

1.5 Client-Prepared Statements: If the Client provides their own Statement of Work or contract, it is understood that the Client acknowledges and accepts the Terms as well as other terms outlined in Medicys' proposal, unless expressly agreed in writing.

1.6 Feasibility Assessment: Medicys will endeavour to assess the feasibility of the project prior to issuing the proposal, however, in some cases when proposals must be provided promptly (less than 48 hours) this may not be possible.

1.7 Ownership and Confidentiality: Research specifications and proposals developed by Medicys remain the property of the originating party (the Client or Medicys) if Medicys does not receive the commission or payment. Such materials shall not be disclosed to third parties without prior permission.

1.8 Timeline Indications: Fieldwork dates and timelines provided by Medicys are indicative. While Medicys will strive to adhere to these timelines, they are not binding, and the Client will be notified of any significant delays.

1.9 Subcontracting Rights: Medicys retains the right to subcontract, should the final specifications of the project require us to seek third-party support.

1.10 Ownership of Deliverables: Research deliverables, including any data and analyses provided by Medicys, remain the property of Medicys until full payment is received. Ownership is transferred to the Client upon receipt of payment, unless otherwise agreed in writing.

1.11 Currency and Taxation: All proposals are provided in GBP (£), with reference values in USD (\$) or EUR (€) if requested. Prices are exclusive of VAT. For EU clients registered for VAT, no VAT will be added to the final invoice. VAT will be added at the prevailing rate for non-registered EU clients, where applicable. Clients outside the EU will not be subject to VAT.

2. Fees

2.1 Payment Terms: Payment is due within thirty (30) days from the date of the invoice, unless otherwise agreed in writing.

2.2 Late Payment: In the event of late payment, Medicys reserves the right to charge interest on the outstanding amount at an annual rate of five percent (5%), starting ten (10) days after the payment due date.

2.3 Currency of Invoices: All invoices will be issued in GBP (£), unless an alternative currency arrangement has been agreed upon.

2.4 Exchange Rates: Where applicable, exchange rates will be based on the rates provided by xe.com on the date of the invoice, unless otherwise agreed.

2.5 Invoice Disputes: The Client must notify Medicys of any invoice disputes within five (5) working days from the invoice date. Disputed amounts may be withheld until resolved, but undisputed amounts remain due by the original payment date.

3. Research Materials

3.1 Finalisation and Approval: All research materials, including but not limited to the screener, consent forms, Confirmation of Diagnosis forms, questionnaires, discussion guide and any stimulus, should be received in adequate time and be of sufficient accuracy, to enable Medicys to complete fieldwork to the agreed timeline. All received documents are deemed to be final and approved for use, unless otherwise indicated.

4. Recruitment

4.1 Recruitment from Client-Provided Lists: Costs supplied assume that client-provided lists are current, accurate, and complete. The lists must be comprehensive enough to meet the project's quota requirements.

4.2 Notification of Exclusions: Notification of individuals who are not to be invited to the research, with lists if appropriate, must be given to Medicys in writing before a project commences and in compliance with data privacy laws.

4.3 Charges for Non-Notification: Any recruitment (and interview) completed in good faith due to lack of notification that the participant should not have been invited will be charged in full.

4.4 Screening Compliance: If a client moderator finds that a respondent does not meet the eligibility criteria and continues with the interview, recruitment, incentives and project management will be charged in full for this interview.

4.5 Over-recruitment: If the Client requests over-recruitment, all recruited respondents who have returned their consent form will be compensated and charged in full, as per Section 13 (Cancelling Booked Interviews), regardless of whether they are interviewed.

4.6 Hard vs. Soft Quotas: While Medicys are dedicated to fulfilling any hard quotas agreed upon, soft quotas serve as flexible guidelines rather than fixed requirements and are not deemed mandatory. Therefore, all candidates who satisfy the eligibility criteria and conform to the agreed hard quotas will be submitted. Fees for recruitment, project management and other applicable costs will be invoiced regardless of approval or the completion of interviews/surveys, even if candidates are placed on hold or not approved due to considerations related to the soft quotas.

4.7 Replacement Requests: Requests to replace a participant must be justified by a valid reason and submitted within four (4) business hours following participation. Failure to adhere to this timeframe will result in full charges.

4.8 Scheduling Confirmation: By confirming that a participant can be scheduled, the Client agrees to all applicable charges, including but not limited to recruitment, Confirmation of Diagnosis costs, and management costs if the participant is scheduled, unless, during the interview it is found that the participant is not eligible and the interview is interrupted when this becomes evident.

5. Incentives

5.1 Incentive Payments: The incentive total presented in proposals represents an aggregated amount, and incentives are paid to individual respondents at a rate we deem necessary to secure acceptance of an invitation to participate. If FMV rates apply, Medicys Limited will pay no more than the specified amount, unless otherwise agreed with the client/sponsor.

5.2 Incentive Acceptance: By confirming the release of a participant's incentive, the Client agrees to all applicable charges, included but not limited to recruitment, incentives, moderation, Confirmation of Diagnosis costs and project management costs.

6. Moderation

6.1 Briefing: The moderation fee includes a project briefing of up to one (1) hour. Additional briefing or debriefing time will be charged at £75.00 per half-hour.

6.2 Client-Provided Moderation: For recruitment-only projects, the Client must provide a schedule of moderator availability before recruitment begins. Any changes to the schedule must be communicated promptly.

6.3 Moderator Availability: Client moderators must be available as required by the project, including evenings, early mornings, and weekends.

6.4 Cancellation and Rescheduling: Cancellation or rescheduling charges will apply if an interview is cancelled or postponed due to changes in moderator availability, as per Section 13.

7. Adverse Event Reporting (AER)

7.1 AER Costs: Unless otherwise specified in the proposal, the costs provided includes reporting up to five (5) Adverse Events (AEs) and associated reconciliation forms per country. Additional AEs will be charged at £25 per event.

7.2 AER Requirements: Medicys requires sponsor-provided AE training, reporting forms, reconciliation forms, and a comprehensive list of sponsor products for each relevant market before recruitment starts.

8. Translations

8.1 Translation Costs: All translation costs are based on the provision of final and approved materials. Should translation be based on a draft version, there will be no surcharge (other than the per word costs) for translating additions / changes assuming they are provided in a document with tracked changes.

8.2 Translation Scope: Medicys will translate source documents as provided. Non-translatable sections must be clearly indicated. All consent forms, whether provided by the client or created by Medicys and approved by the client must be translated into the study's relevant languages. This will be included in the translation fee invoiced at the quoted per word rates if the Client does not provide translated versions.

8.3 Translation Invoicing: Our invoice will reflect the exact number of source words translated, billed at the per-word rates quoted. For the avoidance of doubt, the number of Units showed in our proposals are indicative only.

9. Transcriptions and Content Analysis

9.1 Cost Basis: Costs for transcriptions and content analysis are based on the advertised interview length. Additional charges may apply for overrun minutes if the actual interview length exceeds the advertised time.

10. Central Locations

10.1 Standard Inclusions: Studio costs quoted include room setup, documentation preparation, respondent list provision, audio/video recording services, and catering for all respondents and up to five (5) Clients.

10.2 Client Responsibilities: When studio bookings are made by the Client, Medicys is not responsible for liaising with the studio for catering, documentation preparation, respondent list provision or audio/video recording services.

10.3 Venue Access: Venue costs cover access one hour before and one hour after the event. Additional fees for early client arrival may be charged to the Client.

10.4 Excluded Costs: Additional costs such as but not limited to alcoholic beverages, printing, or electronic equipment not quoted for by Medicys will be charged to the Client at cost + 15%.

11. Scripting and Hosting

11.1 Estimate Basis: When quoted, these costs are estimated and subject to change based on the final questionnaire design, complexity and overall survey length. Any change to the price quoted will be advised on receipt of the finalised survey instrument.

11.2 Programming Start: Programming will commence only upon receipt of an approved questionnaire. Structural changes post-approval will incur additional costs (to be agreed in writing) and impact timelines.

12. Legal & Ethical Guidelines, Codes of Conduct, and Regulatory Approvals & Data Privacy

12.1 Standards Compliance: Medicys will perform services in line with industry standards, including ESOMAR, EphMRA, and BHBA/ABPI guidelines, and adhere to market-specific legislation, including data privacy regulations.

12.2 Approval Requirements: All proposals assume that legal, ethical, and regulatory approvals are obtained by the commissioning company or sponsor prior to project commencement.

12.3 Data Protection Compliance: Both parties agree to comply with all applicable data protection laws, including GDPR, HIPAA, and other relevant regulations. The Client is responsible for ensuring that any data shared with and / or received from Medicys is collected and processed in accordance with these laws. In the event of a breach of data privacy laws by the Client, the Client shall indemnify Medicys against all associated penalties and costs.

12.4 Cancellation Due to Non-Compliance: If a project is cancelled due to the Client's failure to comply with data protection laws or other legal requirements, Medicys reserves the right to charge all costs incurred up to the point of cancellation.

13. Cancellation and Postponement

13.1 Cancellation Fees: Fees will be charged for interview cancellations or postponements according to the following rates:

- **Rescheduling Booked Interviews:**

Time before interview	If respondent can be rescheduled				
	Recruitment cost	Respondent incentives	Moderation	Project management	Studio Costs*
48 hrs or less	50%	100%	100%	100%	100%
3-5 days	50%	50%	25%	50%	100%
6-10 days	25%	25%	0%	20%	100%
>10 days	0%	0%	0%	0%	100%

- **Cancelling Booked Interviews:**

Time before interview	If the project is cancelled or the respondent cannot be rescheduled				
	Recruitment cost	Respondent incentives	Moderation	Project management	Studio Costs*
48 hrs or less	100%	100%	100%	100%	100%
3-5 days	100%	50%	50%	50%	100%
6-10 days	100%	25%	10%	20%	100%
>10 days	100%	0%	0%	0%	100%

**Only applicable if studio booking confirmed, usually ~5 days prior to the date of research and will exclude catering and any other 'on the day' costs.*

- **Programming Costs in the Event of Cancellation:** If Medicys is programming the study questionnaire, cancellation costs will be:

Time after receipt of questionnaire	% of programming
1 day	25%
2 days	50%
3 days	75%
4 days of more	100%

- **Translation Costs in the Event of Cancellation:** Translation will be charged at 100% of the per-word rate for all translation completed at the time of cancellation.

14. Dispute Resolution

14.1 Dispute Resolution: Any disputes arising from these Terms shall be resolved through mediation or arbitration, as mutually agreed upon by both parties. If the dispute cannot be resolved through these methods, it shall be subject to the exclusive jurisdiction of the courts of England and Wales, unless otherwise agreed.

15. Limitation of Liability

15.1 Limitation of Liability: Medicys' liability in connection with the services provided shall be limited to the amount of fees paid by the Client for the project in question. In no event shall Medicys be liable for any indirect, incidental, or consequential damages.

16. Termination

16.1 Termination by Either Party: Unless otherwise agreed in writing, either party may terminate an active Statement of Work or Contract at any time by providing the other party with five (5) business days' written notice. The Client shall be liable for all fees and expenses incurred up to the date of termination.

16.2 Termination for Cause: Unless otherwise agreed, either party may terminate an active Statement of Work or Contract immediately upon written notice if the other party:

- (a) Commits a material breach of any agreed term and fails to remedy the breach within fourteen (14) days after being notified in writing;
- (b) Becomes insolvent or is unable to pay its debts as they fall due;
- (c) Enters into liquidation or has a receiver or administrator appointed over its assets.

16.3 Consequences of Termination: Upon termination:

- (a) The Client shall pay Medicys for all services performed and expenses incurred up to and including the effective date of termination;
- (b) Medicys shall cease all work on the project and deliver to the Client any completed deliverables, subject to full payment of all outstanding fees;
- (c) Both parties shall return or destroy any confidential information belonging to the other party, except where retention is required by law or for legitimate business purposes.

16.4 Termination for Non-Compliance: Medicys reserves the right to terminate any active Statement of Work or Contract immediately if the Client fails to comply with any applicable legal, ethical, or regulatory requirements. The Client shall be responsible for all costs incurred up to the point of termination, including the full project fee if applicable.

16.5 Survival: Provisions that by their nature extend beyond termination, including confidentiality, payment, and limitation of liability, shall remain in effect.

17. Governing Law and Jurisdiction

17.1 Governing Law: These Terms, and any non-contractual obligations arising out of or in connection with them, shall be governed by the laws of England and Wales, unless otherwise agreed.

17.2 Jurisdiction: The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms, unless otherwise mutually agreed in writing.

18. Indemnity

18.1 Client Indemnity: The Client agrees to indemnify and hold harmless Medicys, its affiliates, and their respective directors, officers, employees, agents, and subcontractors from and against any claims, liabilities, damages, losses, costs, and expenses, including reasonable legal fees, arising out of or in connection with:

- (a) Any third-party claim arising from the Client's use of Medicys' services, including intellectual property infringement or breach of contract;
- (b) Any breach by the Client of these Terms, including confidentiality obligations or data protection laws;
- (c) Any claim that the Client's data, materials, or instructions provided to Medicys infringes upon any third-party rights;
- (d) Any data breach, unauthorized disclosure, or misuse of personal data processed by Medicys on behalf of the Client;
- (e) Any failure by the Client to obtain necessary consents or authorizations for the use, processing, and transfer of personal data.

18.2 Notification and Defense of Claims: Medicys shall promptly notify the Client in writing of any claim that could trigger the Client's indemnification obligations. The Client shall have the right to assume the defense of such claim, with counsel reasonably satisfactory to Medicys. If the Client fails to assume the defense, Medicys may do so, and the Client shall reimburse all costs incurred.

18.3 Settlements: The Client shall not settle any claim without Medicys' prior written consent, which shall not be unreasonably withheld. If Medicys is willing to settle and the Client refuses, the Client shall be responsible for any additional liabilities.

18.4 Exclusions: The indemnity shall not apply to the extent that any losses are directly caused by Medicys' gross negligence or wilful misconduct.

18.5 Limitation of Indemnity: The Client's indemnity obligations are capped at three times the total fees paid by the Client, except for claims arising from breaches of confidentiality or data protection laws, where no cap shall apply.

19. Confidentiality Agreement

19.1 Confidential Information: "Confidential Information" includes any information disclosed by either party in connection with any active Statement of Work or Contract that is designated as confidential or should reasonably be understood to be confidential.

19.2 Obligations of Confidentiality: The Receiving Party agrees to:

- (a) Keep all Confidential Information strictly confidential;
- (b) Use the Confidential Information solely for fulfilling obligations under the Statement of Work or Contract;
- (c) Protect the Confidential Information from unauthorized access, disclosure, or misuse;
- (d) Disclose Confidential Information only to those with a need to know.

19.3 Exclusions: Confidentiality obligations do not apply to information that:

- (a) Becomes publicly available through no fault of the Receiving Party;
- (b) Was in the Receiving Party's possession before disclosure;
- (c) Is disclosed by a third party without restriction;
- (d) Is independently developed by the Receiving Party;
- (e) Is required to be disclosed by law.

19.4 Return or Destruction of Confidential Information: Upon termination or expiration of the Statement of Work or Contract, the Receiving Party shall return or destroy all Confidential Information, unless retention is required by law or for legitimate business reasons.

19.5 Duration and Survival of Confidentiality Obligations: Confidentiality obligations shall continue for five (5) years following the termination or expiration of any Statement of Work or Contract, unless otherwise agreed.

19.6 Breach of Confidentiality: In the event of a breach or threatened breach of confidentiality, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, or any other equitable remedy.

19.7 Confidentiality of the SOW or Contract: The terms of any Statement of Work or Contract prepared by the Client or Medicys are confidential and may not be disclosed to third parties without prior written consent, except where required by law.

20. Force Majeure

20.1 Definition of Force Majeure: Force Majeure refers to any event beyond the reasonable control of the affected party that prevents or delays performance, including natural disasters, pandemics, war, and governmental actions.

20.2 Notification: The affected party shall promptly notify the other party in writing, providing details of the Force Majeure event and its expected impact.

20.3 Consequences of Force Majeure: The affected party shall be excused from performing its obligations to the extent and for the duration that its performance is prevented or delayed by the Force Majeure event.

20.4 Termination Due to Extended Force Majeure: If a Force Majeure event continues for more than thirty (30) days, either party may terminate the affected Statements of Work or Contracts without liability, except for payment of services rendered and costs incurred up to the termination date.

20.5 Exclusions: Force Majeure does not include financial hardship, negligence, or foreseeable risks.

20.6 Mitigation: The affected party shall take reasonable steps to mitigate the effects of the Force Majeure event.

20.7 Survival of Obligations: Obligations under the affected Statements of Work or Contracts shall resume once the Force Majeure event is resolved.

21. Amendments and Modifications to these Terms

21.1 Written Agreement Required: Amendments or modifications to these Terms must be in writing and agreed upon by both parties.

21.2 Requests for Amendments: Either party may propose an amendment by providing written notice detailing the proposed change and its impact.

21.3 Agreement on Modifications: No amendment shall take effect unless agreed to in writing by both parties.

21.4 No Waiver: Failure to insist upon strict performance or exercise rights shall not constitute a waiver of such rights.

21.5 Binding Effect: Agreed amendments shall be binding on both parties.

21.6 Oral Amendments or Modifications: Oral amendments are not effective. All modifications must be in writing.

21.7 Entire Agreement: Unless otherwise agreed in writing, these Terms, together with any amendments, constitutes the entire agreement between the parties.

22. Warranties and Representations

22.1 Mutual Warranties: Each party warrants that it has the right and authority to enter into the Statement or Work or Contract and perform its obligations.

22.2 Client Warranties: The Client warrants that it has the necessary rights to provide any data or materials to Medicys and that such data complies with all applicable laws.

22.3 Medicys Warranties: Medicys warrants that it will perform services with reasonable care, skill, and diligence in accordance with industry standards.

22.4 Disclaimer of Other Warranties: Except as expressly stated, neither party makes any other warranties, including implied warranties of merchantability or fitness for a particular purpose.

22.5 No Guarantee of Results: While Medicys will use its best efforts, no specific results or outcomes are guaranteed.

22.6 Remedy for Breach of Warranty: The sole remedy for a breach of warranty by Medicys is re-performance of services or a refund of fees paid for the defective services.

23. Data Retention and Disposal

23.1 Data Retention Period: Medicys shall retain project-related data for one (1) year from the completion of the project or delivery of final deliverables, unless otherwise agreed.

23.2 Retention of Personal Data: Both parties agree that Personal data will be retained only as long as necessary to fulfil its purposes, in compliance with applicable laws.

23.3 Client's Data Retention Requirements: The Client must communicate any specific data retention requirements before the project begins.

23.4 Data Disposal: Upon the expiration of the retention period, Medicys shall securely dispose of project data, including personal data, in accordance with industry standards.

23.5 Client Data Return or Transfer: Upon written request within the retention period, Medicys shall return or transfer the Client project data in a commonly used electronic format, at no cost.

23.6 Certification of Disposal: Upon request, Medicys shall provide written certification of data disposal.

23.7 Survival of Obligations: Data retention and disposal obligations shall survive the termination of any Statement of Work or Contract.

24. Scope Changes

- 24.1 Definition of Scope Changes:** A "Scope Change" refers to any modification to the project's specifications, deliverables, timelines, or costs as specified in the Statement of Work or Contract.
- 24.2 Request for Scope Changes:** Either party may propose a Scope Change by submitting a written request detailing the proposed change and its impact.
- 24.3 Evaluation of Scope Changes:** The receiving party shall evaluate the proposed change and its impact on the project.
- 24.4 Approval of Scope Changes:** No Scope Change shall be implemented unless agreed upon in writing by both parties via an amendment of the Statement of Work or Contract.
- 24.5 Impact on Costs and Timelines:** Approved Scope Changes may result in adjustments to fees, costs, and timelines all to be agreed in writing prior to implementation.
- 24.6 Disputed Scope Changes:** If parties cannot agree on a Scope Change, the project shall continue under the original scope.
- 24.7 Minor Changes:** Minor changes not materially affecting scope, timeline, or costs may be implemented with written confirmation, by email.
- 24.8 Documentation of Changes:** All agreed-upon Scope Changes shall be documented as part of the project records.
- 24.9 Ongoing Communication:** Both parties agree to maintain open communication to address potential Scope Changes early in the project.

25. Client Responsibilities

- 25.1 Provision of Information and Materials:**
The Client shall promptly provide all necessary information, data, and materials required for the services. All information provided must be accurate, complete, up to date and approved. Medicys shall not be liable for any issues arising from inaccurate or incomplete information provided by the Client. Any delays in providing the required information may result in adjustments to the project timeline and costs.
- 25.2 Access to Personnel and Resources:**
The Client shall ensure the availability of personnel, resources, and facilities as needed to support the project. The Client shall also ensure that any internal approvals and authorizations required for the project are obtained prior to commencement.
- 25.3 Compliance with Applicable Laws and Regulations:**
The Client shall comply with all applicable laws, including data protection laws, and is responsible for obtaining all necessary consents. The Client shall promptly notify Medicys of any changes in laws, regulations, or industry standards that may impact the project, or the services being provided.
- 25.4 Timely Approvals and Feedback:**
The Client shall provide timely feedback, approvals, and decisions to avoid project delays. The Client is responsible for reviewing all deliverables provided by Medicys and must report any issues or discrepancies within five (5) business days of delivery. Failure to report issues within this period will be deemed acceptance of the deliverables.

25.5 Client-Provided Data and Lists:

The Client warrants that all data and lists provided to Medics are compliant with applicable laws, including data protection laws, and that such data is accurate, complete, and up to date.

25.6 Confidentiality and Data Security:

The Client shall maintain the confidentiality of all information disclosed by Medics and ensure the secure transmission and handling of any data. The Client is responsible for ensuring that any third parties engaged by them comply with these confidentiality obligations.

25.7 Third-Party Compliance:

The Client shall ensure that any third parties engaged by them comply with relevant legal, regulatory, and contractual obligations, including those set out in these Terms. The Client is responsible for verifying third-party compliance and shall indemnify Medics against any claims arising from third-party non-compliance.

25.8 Payment of Fees:

The Client shall ensure timely payment of all fees and expenses as specified in the proposal and these Terms. Late payments may result in additional charges and interest as outlined in Section 2.

25.9 Notification of Issues:

The Client shall promptly notify Medics of any issues that may affect the project's performance or objectives, including potential risks, delays, or changes in scope. The Client shall take reasonable steps to mitigate any risks that may impact the project.

25.10 Adherence to Project Schedule:

The Client shall adhere to the agreed project schedule. Delays caused by the Client may result in extensions and additional costs, which shall be agreed upon in writing.

25.11 Indemnification:

The Client shall indemnify and hold harmless Medics from any claims, liabilities, or losses arising from the Client's breach of responsibilities under these Terms, including but not limited to breaches of confidentiality, data protection laws, or third-party compliance failures.

25.12 Insurance Coverage:

The Client shall maintain adequate insurance coverage to protect against risks associated with their responsibilities under these Terms, including liability for third-party claims.

25.13 Coordination with External Stakeholders:

The Client shall coordinate with any external stakeholders (e.g., regulators, partners, or customers) as necessary to facilitate the project. This includes ensuring that stakeholders are available for meetings, reviews, and other project activities as required.