



## Sponsorship of 'Essential Knowledge Briefings' and 'Key Opinions in Medicine' Standard Terms and Conditions

1. These Terms and Conditions apply to all orders placed by sponsors ("Sponsor") for services regarding the production of sponsored 'Essential Knowledge Briefing' publications ("EKBs") or 'Key Opinions in Medicine' publications ("KOMs") which together shall be referred to as the "Publications", to be provided by John Wiley & Sons Inc and/or its subsidiaries as set out in the Term Sheet ("Wiley"). The terms and conditions of any Term Sheet for the sponsorship of Publications signed by the Sponsor under which these terms and conditions are incorporated (together forming the "Agreement") shall also apply. The words and phrases in the left-hand column and/or defined in bold on the Term Sheet will bear those meanings when they are used in these Terms and Conditions.
2. Definition: "**Intellectual Property Rights**" means: all patents, inventions, copyrights and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual and industrial property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

### Provision of Publications

3. Wiley shall be responsible for publishing the relevant Publication as set out on the Term Sheet in accordance with the Publication Details, in the Formats, and will also undertake the Wiley Services. Wiley shall use commercially reasonable efforts to publish the Publication by the estimated date set out on the Term Sheet, but shall not be responsible for any delays outside of Wiley's control, including delays caused by the Sponsor, authors and editorial reviewers (including late submission of copy, delays in review by Sponsor and Key Opinion Leaders ("KOLs")), and delays in receiving copy from KOLs)
4. The Sponsor shall be responsible for providing the assistance and materials as set out in Sponsor Obligations within the agreed timeframes. Any material submitted that is incomplete or unusable will be returned to the Sponsor for resubmission and the Sponsor shall be responsible for ensuring that revised versions are resubmitted. Wiley will not be responsible for any delays caused by the time to obtain revised material or any failure to return proofs or do any other agreed action. The Sponsor shall be solely responsible for the technical accuracy and completeness of the Publication content. However, the Sponsor acknowledges that Wiley shall retain sole editorial control of the Publication and shall not be required to remove, replace or make changes that would render the Publication in Wiley or any of its editors' opinions, subject to bias or inaccuracies.
5. Wiley may refuse to publish the Publication if Wiley believes the Publication may infringe upon any copyright, patent or obligation of confidentiality, violate or infringe any property or personal rights, is in breach of generally accepted publication ethics, contains any libelous or actionable matter or is otherwise inappropriate. In the event that the Publication does not proceed to publication, for the foregoing reasons, the Sponsor shall not be entitled to a refund of any milestone payments due to be invoiced, already invoiced or paid prior to the date of notification, but shall be released from all future payments and liabilities and either party shall have no further liability to each other in relation to the Publication.
6. The Sponsor hereby grants Wiley a worldwide license to use, and to sublicense Wiley's sublicensees to use the Sponsor's name, trade names, and logos in connection with the publication, sale, marketing and promotion of the Publication and derivative works throughout the world. Wiley acknowledges that it has no ownership rights or any other rights in the name, trade name or logo of the Sponsor except as provided in this Agreement.
7. Wiley or its licensors shall own or retain all Intellectual Property Rights in and to any content, images, video, text, software, source code and developer tools and processes used in the development of the Publication and in the published Publication (other than pre-existing content supplied by or originating with the Sponsor, hereafter referred to as "Sponsor Content") and the Sponsor makes no claim thereto.
8. The Sponsor shall retain all Intellectual Property Rights to any Sponsor Content supplied pursuant to the terms of this Agreement and hereby grants to Wiley a perpetual, royalty-free, non-exclusive worldwide licence to display, reproduce, communicate, distribute and sublicense such Sponsor Content as part of or in connection with the Publication.

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9. Wiley will ensure that it includes a notice on the Publication that informs readers that the Publication has been sponsored by the Sponsor. The Sponsor shall provide wording for disclaimers, if any, which shall be subject to Wiley's review.
10. Credit for authorship of the Publication shall be in the names of the writers or other independent contractors who write content for or who rewrite and edit the Publication, unless otherwise agreed.
11. The Sponsor shall be entitled to use the Publication as set out in Sponsor Benefits.
12. Except as otherwise provided above, the Sponsor shall not (i) remove or alter Wiley's copyright notices, or other means of identification or disclaimers as they appear in the Publication; (ii) distribute or email any part of the Publication on any electronic network (including the Internet and the World Wide Web), other than as set out in this Agreement; (iii) use all or any part of the Publication for the purposes of monetary reward by means of sale, resale, loan, transfer, hire or other form of distribution of the Publication, other than as set out in this Agreement; (iv) alter, abridge, adapt, or modify the Publication; or (v) print copies of e-book or other digital versions of the Publication.

## Financial Arrangements

13. The Sponsor agrees to pay Wiley the Fees in the manner and in accordance with the milestone payments set out in the Term Sheet. The final Fee may be adjusted based on actual pages, colour charges and run-on copies or if specifications change from those set out in the Term Sheet. The final Fee will be confirmed once Wiley has typeset the Publication in the Publication Style and has an exact page extent. Additional administration fees may be charged at Wiley's discretion if copies of the publication are requested to be posted to different addresses provided by the Sponsor.
14. Wiley will send invoices to the Sponsor at the address set out in the Term Sheet, or any other address provided. Should a Purchase Order number be a prerequisite for payment of invoice, the Sponsor must supply this at the point of confirming the order. All delivery addresses must be accompanied by a contact name and telephone number, as well as a VAT number (relative to the country on the invoice address) or other business identifier or information as may be required by the relevant Wiley Contracting Entity (eg. GST registration, W9 form) as notified by Wiley. Please note that Wiley is unable to accept any PO Box addresses
15. Full settlement of invoices shall be made within 30 days of the date of an invoice, unless otherwise agreed in writing between the Parties.
16. Unless expressly noted, all Fees are exclusive of any VAT, sales or turnover tax in any applicable jurisdiction. Fees shall be free from and clear of any other taxes imposed by any tax authority and if, for some reason, the Fees are subject to any withholding tax or other relevant taxes, then Sponsor is liable to pay such tax and Wiley will receive the full Fees as defined in this Agreement.
17. If the Sponsor fails to make any payment due to Wiley under this Agreement by the due date of payment, then, without limiting Wiley's remedies, the Sponsor shall pay interest on the overdue amount at a rate which shall be the lesser of: (i) 0.5% per month, such interest to accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement; or (ii) any relevant maximum statutory rate allowable in the jurisdiction where the Wiley entity is located, such interest to accrue in accordance with the relevant statutory provisions. The Sponsor shall pay the interest together with the overdue amount.
18. In addition to any other remedies under this Agreement, Wiley shall be entitled to suspend the provision of the Publication and any services under this Agreement in the event that the Sponsor does not make payment of any outstanding invoices within 14 days' notice in writing that payment is overdue.

## Cancellation, Change Requests and Delays

19. If the Sponsor wishes to cancel the Publication or any other services after signing the Agreement, it must immediately notify Wiley in writing. The Sponsor will not be entitled to any refund of any charges due to be invoiced, already invoiced or paid by the Sponsor prior to cancellation. The Sponsor shall also reimburse Wiley for all internal and external costs and services rendered up until the date of cancellation. If the Sponsor wishes to withdraw from the Sponsorship once the final proofs have been issued, the Sponsor shall be liable for the full Fee. In addition, where the Sponsor submits a request for cancellation after the Publication has gone into production (as determined by Wiley), the Sponsor will be liable for the total Fee pursuant to this Agreement and Wiley will be entitled to issue an invoice for the remaining portion of the Fee which remains outstanding.
20. On receipt of a cancellation request after the Publication has gone into production or has been published, Wiley will not be liable for any loss or damage that may be occasioned by the Sponsor as a result of such cancellation.

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21. Should the number of pages or other specifications as set out on the Term Sheet change (“Specification Change”), either at the request of the Sponsor or because of changes proposed by Wiley, then Wiley will advise the Sponsor of both the change in Fee for the Specification Change and a summary of these changes, including any increase in timelines for delivery which may be the result of Specification Changes. The Sponsor will have the opportunity to accept the Specification Changes and associated change in Fee within 48 hours of notification, or alternatively, where possible, can elect to refuse these changes and pay the original Fee for the initial specifications.
22. If major changes are required at the proof stage, Wiley will use commercially reasonable efforts to provide the Publication by the estimated date set out in the Term Sheet but will not be responsible for late delivery or additional typesetting costs due to late delivery or late changes.
23. If the Sponsor is responsible for a delay of more than 60 days in completing an assigned task or milestone as agreed between the Parties in relation to the provision of the Publication, Wiley shall be entitled to issue a notice to the Sponsor in writing notifying the Sponsor of its intent to immediately stop work until further notified by the Sponsor, unless the Sponsor completes the specified task in relation to the Publication within (7) seven days. If the Sponsor does not complete this task within this time period, Wiley shall have the option to cancel the provision of the Publication and terminate this Agreement on giving the Sponsor an additional (7) seven-days’ notice in writing or to suspend work on the Publication for a period of time, in Wiley’s discretion. If notified in future the Sponsor wishes to re-commence the Publication then Wiley shall be entitled to revise its fees and other costings to supply the Publication services in its reasonable discretion to reflect current costs and rates.

## Termination

24. Subject to the provision of this clause, this Agreement shall commence on the date of the Agreement and shall continue in force for the Term.
25. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
  - a) The other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
  - b) The other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
  - c) The other party is unable to pay its debts as they fall due; or an application, resolution or petition is made in respect of the winding up of the other party other than in connection with a solvent reconstruction or amalgamation of that party; or an administrator, receiver liquidator or other person is appointed over the assets of the other party or a creditor or other person is entitled to make such an appointment; or any other event occurs or proceeding is taken with respect to the other party in any jurisdiction which has an effect equivalent or similar to any of the events mentioned in this clause.
26. Following the termination or expiration of this Agreement, the Publication shall be removed from all Wiley platforms as soon as reasonably practicable. Each party shall return to the other any Confidential Information and content received in relation to this Agreement. All rights granted to the Sponsor to use the Publication (including the right to use any excerpts, if granted) as set out in this Agreement shall cease.

## Warranties, Indemnities and Limitation of Liability

27. The Sponsor warrants and represents that:
  - (a) The Sponsor has full power and authority to make this Agreement and to perform its obligations as set out in this Agreement;
  - (b) All Sponsor Content will be original, will not infringe upon or violate any copyright, trademark, obligation of confidentiality or any other right or the privacy of others, or contain any libelous matter or material or matter or instructions that may cause harm or injury; and
  - (c) In undertaking the Sponsor Obligations and sponsoring the Publication, the Sponsor shall comply with all statutes, statutory instruments, regulations, binding codes, rules and orders made under any statute or directive in the country or countries where the Publication’s intended audience is based or which apply to the

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Sponsor's performance of any obligations under this Agreement. The Sponsor acknowledges that it will be responsible for obtaining any required regulatory approvals or licences.

28. The Sponsor shall defend, indemnify and hold Wiley harmless from any and all claims, damages, liabilities, costs, and expenses (including counsel fees) that Wiley incurs or sustains arising out of any breach or alleged breach by the Sponsor of its warranties or representations in this Agreement.
29. Wiley warrants and represents that:
  - (a) Wiley has full power and authority to make this Agreement and to perform its obligations as set out in this Agreement; and
  - (b) Any material prepared by or originating with Wiley for inclusion in the Publication will be original, will not infringe upon or violate any copyright, trademark, obligation of confidentiality or any other right or the privacy of others, or contain any libelous matter or material or matter or instructions that may cause harm or injury.
30. Wiley shall defend, indemnify and hold the Sponsor harmless from any and all claims, damages, liabilities, costs, and expenses (including counsel fees) that the Sponsor incurs or sustains arising out of any breach or alleged breach by Wiley of its warranties or representations in this Agreement.
31. The party requesting indemnification (the "Indemnified Party") shall (i) give the party from whom indemnification is sought (the "Indemnifying Party") prompt written notice of the Indemnified Party's claim for indemnification, (ii) give the Indemnifying Party sole control over the defense and settlement of any such claim, and (iii) cooperate with the Indemnifying Party at the Indemnifying Party's expense in the defense and settlement of any such claim.
32. Neither party excludes or limits liability to the other party for fraud or fraudulent misrepresentation, death or personal injury caused by its negligence or any matter for which it would be unlawful for the Parties to exclude liability.
33. Aside from the indemnification obligations of either party, neither party shall be liable for any loss of profit (whether direct or indirect), anticipated profits (whether direct or indirect), anticipated savings (whether direct or indirect), indirect, incidental, special, consequential or punitive damages. Subject to the indemnification obligations as set out in this Agreement, each party's aggregate liability in respect of claims based on events in any calendar year, whether in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement or any collateral contract shall be limited to the greater of: the total Fees actually paid or payable by the Sponsor during the Term pursuant to this Agreement or US\$50,000.

## **Confidentiality, Data Ownership and Data Protection**

34. For the Term of this Agreement and for a period of three years thereafter, both Parties shall keep confidential and not disclose to any person or entity the terms of this Agreement or any information each party may learn relating to the other party's business and other confidential and proprietary information shared between the Parties whether marked as 'confidential' or reasonably understood to be confidential based on its terms (the "Confidential Information"). Each party shall use all reasonable efforts to protect the Confidential Information from disclosure. The terms and conditions of this Agreement and any addenda or amendments to the terms or conditions of this Agreement, including all negotiations of the Parties in connection with this Agreement, will also be deemed to be Confidential Information.
35. All Publications shall be subject to relevant terms and conditions of use, which shall be prepared by Wiley unless otherwise agreed between the parties. The terms and conditions of use shall identify the provider of the Publication in accordance with applicable law. Users must agree to Wiley's privacy policy, located at [www.wiley.com/go/privacy](http://www.wiley.com/go/privacy) and updated from time to time, prior to accessing the Publication. Where Users have the opportunity to opt-in to receive messages from the Sponsor, they must agree to the Sponsor's privacy policy, which Wiley will make available to the User at the point of registration.
36. Both Wiley and the Sponsor agree that in respect of any identifiable information about any living person (or any information that can be used in connection with other information to identify any living person) including names, contact details, email addresses collected via user registration through the Publication website or other individual details in the course of publishing the Publication ("Customer Data"), where such Users have opted in and consented to the provision of information to the Sponsor, then Wiley and the Sponsor shall be each 'Controllers' of such Customer Data as that term is defined under the EU General Data Protection Regulation 2016/679 and as amended, replaced or superseded from time to time ("GDPR") and each Party shall be entitled to use this Customer Data consistent with applicable privacy laws.

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37. Each party represents and warrants that: (i) it shall maintain effective information security measures to protect Customer Data from unauthorised disclosure or use; (ii) it shall comply with all applicable laws in relation to data privacy in relation to the use of the Customer Data; and (iii) it shall notify the other Party as soon as reasonably possible upon becoming aware of any actual or potential breach of security and shall cooperate with such other Party to investigate, mitigate, rectify and respond to such breach. In the event that personal data (as defined in GDPR) originating from within the European Economic Area (EEA) is transferred outside of the EEA to the Sponsor, before any Customer Data will be released by Wiley to the Sponsor, the Sponsor and Wiley shall further enter into the Standard Contractual Clauses adopted by the European Commission regarding the transfer of data outside of the EEA.

## General

38. All notices and requests in connection with this Agreement shall be made in writing and shall be treated as given when (i) personally delivered, (ii) sent by facsimile (provided a confirmatory hard copy is sent by courier or first class post on the date of transmission); (iii) sent by internationally recognised overnight courier service, with written verification of receipt, or (iv) mailed, postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, and all notices will be addressed to the Designated Contacts on the Term Sheet, with a copy addressed to EVP and General Counsel, John Wiley & Sons Inc, 111 River Street, Hoboken, NJ, 07030-334, USA.
39. Neither party's delay or failure to perform any provision of this Agreement, as result of circumstances beyond its control (including war, strikes, floods, fire, storm, accident, terrorism, governmental restrictions, embargoes, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed to be, or to give rise to, a breach of this Agreement. In such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations.
40. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party, except as expressly provided in this Agreement.
41. This Agreement is personal to the Sponsor and may not be assigned without the prior written consent of Wiley. Subject to the foregoing, this Agreement shall inure to the benefit of the subsidiaries, successors and permitted assigns of the Parties. Wiley may at any time assign, transfer, charge, subcontract or delegate or deal in any other manner with any or all of its rights and obligations under this Agreement, including to any person, or organisation including any associated entity.
42. This Agreement constitutes the entire agreement and complete understanding of the Parties and supersedes all other agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter of this Agreement.
43. No modification, variation or amendment of any provisions of this Agreement will be valid unless in writing and signed by both Parties (whether by hand or digital or electronic signature).
44. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legally valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. In the event that the Parties cannot agree, the relevant provision will apply with the minimum modification necessary to make it legal valid and enforceable.
45. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all the counterparts shall together constitute the Agreement. The Parties also consent to execution and delivery of the Agreement electronically and the Parties agree that an electronic signature shall be given the same legal force as a handwritten signature.
46. As used in this Agreement, "including" means "including but not limited to" and is not a limiting term.
47. The Sponsor irrevocably accept these terms and conditions, which shall prevail over any terms and conditions stated on the Sponsor's order form or in any purchase order. In the event of a conflict between these terms and conditions and the Term Sheet, the Term Sheet shall prevail.
48. The laws of the country set forth below shall apply to this Agreement according to the Wiley Contracting Entity which enters into the Term Sheet and this Agreement with the Sponsor, without regard to conflict of law rules. The corresponding jurisdiction shall be the forum for adjudication of all disputes arising in connection with this Agreement:

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<b>Wiley Contracting Entity</b>	<b>Applicable Law</b>	<b>Agreed Jurisdiction</b>
John Wiley & Sons Inc	State of New York	New York, NY
John Wiley & Sons, Ltd	England and Wales	England and Wales
John Wiley & Sons Australia, Ltd	State of Victoria	Melbourne
Wiley India Pvt Ltd	State of Delhi, India	New Delhi, India.
Wiley Publishing Japan KK	Japan	Arbitration in Tokyo under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English. The decision of the arbitrator shall be final and may be used as a basis for judgement in any country.