GALDERMA INTERNATIONAL SAS and IMS Health
MIDAS DATA CUSTOMISED INSIGHT
PHARMATREND INTERNATIONAL DATA



GALDERMA INTERNATIONAL SAS and IMS Health

PREPARED FOR GALDERMA INTERNATIONAL SAS Tour Europlaza La Défense 4 20, avenue André Prothin 92927 La Défense Cedex France

PREPARED BY IMS AG Dorfplatz 4 6330 Cham Switzerland

Date: 26th April 2012

Table of Contents

| Table of Contents | 3 |
|---|------|
| I. Confidentiality Statement | 4 |
| II. Background | 4 |
| III. Terms and Conditions | 4 |
| IV. On-going MIDAS Services Overview | 5 |
| V. Ongoing PHARMATREND International Service Overview | 7 |
| VI. Additional Local Audit National Data Requirement | 8 |
| VII. Galderma Datafeed 2012-2015 | 9 |
| VIII. Financial Terms | 19 |
| IX. Acceptance | 22 |
| APPENDIX A1 - MIDAS Monthly Data Deliveries - 3 months extension of the contract 2011 | 23 |
| APPENDIX A2 - MIDAS Monthly Data Deliveries - Contract 2012 / 2015 | 24 |
| APPENDIX B1 – MIDAS Quarterly Data Deliveries - 3 months extension of the contract 2011 | . 25 |
| APPENDIX B2 - MIDAS Quarterly Data Deliveries - Contract 2012 / 2015 | 26 |
| APPENDIX C1 – FLUOROURACIL Data Deliveries - 3 months extension of the contract 2011 | 27 |
| APPENDIX C2 - FLUOROURACIL Data Deliveries - Contract 2012 / 2015 | 28 |
| Appendix D – Local Audit Subscription Status - 3 months extension of the contract 2011 | 29 |
| Appendix E – Ongoing Services Deliverables Pharmatrend Data | 30 |
| Appendix F - Local Audit Subscription Status - Contract 2012 / 2015 | 33 |
| Appendix G – IMS Terms and Conditions | 34 |
| Appendix H – Distribution of data from IMS MIDAS Quantum & IMS MIDAS Customized Insights 2012 | 37 |



I. Confidentiality Statement

This document is for the exclusive use of GALDERMA INTERNATIONAL SAS (as defined below) and may not be reproduced in any form without the consent of IMS AG.

The information contained in this agreement is confidential and may not be divulged to any other party without the consent of IMS AG.

II. Background

The objective of this document is to stand as the agreement between GALDERMA INTERNATIONAL SAS for itself and its affiliates ("GALDERMA INTERNATIONAL SAS") and IMS AG for itself and on behalf of its affiliated companies (collectively, "IMS" or "IMS Health").

This Agreement includes the Specific Conditions set forth below and the IMS Terms and Conditions set forth in Appendix G.

SPECIFIC CONDITIONS (including point I to IX and Appendixes A1, A2, B1, B2, C1, C2, D, E, F, G, H).

III. Terms and Conditions

This Agreement will be effective from 26th April 2012 to 28th February 2015 inclusive and covers the On-going Services as detailed in Section IV, V, VI, VII and the additional Local Audit Data requirement as detailed in Section VII of the agreement.

All On-going Services and additional Local Audit Data requirement to be performed by IMS under this agreement will be governed by the terms and conditions applicable to GALDERMA INTERNATIONAL SAS, as detailed in Appendix G, IMS Standard Terms and Conditions.

In the event of any contradiction between these Specific Conditions and the provisions set forth in Appendix G, these Specific Conditions will prevail.

It is agreed by both parties that GALDERMA INTERNATIONAL SAS will be entitled to provide to its affiliated companies only, specific reports prepared by GALDERMA INTERNATIONAL SAS based on the Services provided herein by IMS. For the avoidance of doubt these reports will contain raw IMS data reworked by GALDERMA INTERNATIONAL SAS (i.e implementation of business rules and coefficients defined by Galderma to create dermatology markets). However, should GALDERMA INTERNATIONAL SAS provide to its affiliated companies raw data (not reworked), the size and format of these reports are to meet MIDAS data distribution policy 2012 requirement as stated in appendix H.

Cu

IV. On-going MIDAS Services Overview

IV - A - 3 months extension of the contract 2011

MIDAS Customized Insight - Monthly Data:

IMS will provide GALDERMA INTERNATIONAL SAS access to IMS international data for ATCs D, J1A, and J2A Sales Monthly Midas Customised Insight study for panels listed available on MIDAS, with & up to 5 years back data when available. These panels are listed in Appendix A1 for data deliveries occurring from May 2012 (data March 2012) until July 2012 inclusive (data May 2014)

The supply of the above Monthly data is subject to Galderma International SAS to retain its current and additional level of subscription during the course of this agreement. The said required level of subscription shall be defined as **per Appendix D of this agreement**.

MIDAS Customized Insight - Quarterly Data:

IMS will provide GALDERMA INTERNATIONAL SAS access to IMS international data for ATCs D, J1A, and J2A Sales Quarterly Midas Customised Insight study for panels listed available on MIDAS, with & up to 5 years back data when available. These panels are listed in Appendix B1 for data deliveries occurring on Q2 2012 (data Q1 2012).

The supply of the above Quarterly data is subject to Galderma International SAS to retain its current and additional level of subscription during the course of this agreement. The said required level of subscription shall be defined as **per Appendix D of this agreement**.

MIDAS Customized Insight - Molecule Fluorouracil Quarterly Data:

IMS will provide GALDERMA INTERNATIONAL SAS access to IMS international data for the molecule Fluorouracil Sales Quarterly Midas Customised Insight study for panels listed available on MIDAS, with & up to 3 years back data when available. These panels are listed in Appendix C1 for data deliveries occurring on Q2 2012 (data Q1 2012).

The supply of the above Quarterly data is subject to Galderma International SAS to retain its current and additional level of subscription during the course of this agreement. The said required level of subscription shall be defined as **per Appendix D of this agreement**.

The total list price of Monthly / Quarterly Data Deliveries combined is \$355,171.

Customised Insight Budget 2012 \$ 355,171



IV - B - Contract 2012 / 2015

MIDAS Customized Insight - Monthly Data:

IMS will provide GALDERMA INTERNATIONAL SAS access to IMS international data for ATCs D, J1A, and J2A Sales Monthly Midas Customised Insight study for panels listed available on MIDAS, with & up to 5 years back data when available. These panels are listed in Appendix A2 for data deliveries occurring from May 2012 (data March 2012) until February 2015 inclusive (data December 2014)

The supply of the above Monthly data is subject to Galderma International SAS to retain its current and additional level of subscription during the course of this agreement. The said required level of subscription shall be defined as **per Appendix F of this agreement**.

MIDAS Customized Insight - Quarterly Data:

IMS will provide GALDERMA INTERNATIONAL SAS access to IMS international data for ATCs D, J1A, and J2A Sales Quarterly Midas Customised Insight study for panels listed available on MIDAS, with & up to 5 years back data when available. These panels are listed in Appendix B2 for data deliveries occurring from Q2 2012 (data Q1 2012) until Q1 2015 inclusive (data Q4 2014).

The supply of the above Quarterly data is subject to Galderma International SAS to retain its current and additional level of subscription during the course of this agreement. The said required level of subscription shall be defined as **per Appendix F of this agreement**.

MIDAS Customized Insight - Molecule Fluorouracil Quarterly Data:

IMS will provide GALDERMA INTERNATIONAL SAS access to IMS international data for the molecule Fluorouracil Sales Quarterly Midas Customised Insight study for panels listed available on MIDAS, with & up to 3 years back data when available. These panels are listed in Appendix C2 for data deliveries occurring from Q2 2012 (data Q1 2012) until Q1 2015 inclusive (data Q4 2014).

The supply of the above Quarterly data is subject to Galderma International SAS to retain its current and additional level of subscription during the course of this agreement. The said required level of subscription shall be defined as **per Appendix F of this agreement**.

The total list price of Monthly / Quarterly Data Deliveries combined is \$ 3 888 073.

| CI 2012 | CI 2013 | CI 2014 | CI 2015 | CI Total |
|-----------|-------------|-------------|-----------|-------------|
| \$666 684 | \$1 424 250 | \$1 495 463 | \$301 676 | \$3 888 073 |



V. Ongoing Pharmatrend International Service Overview:

IMS will provide GALDERMA INTERNATIONAL SAS access to IMS international data for OTCs

| Antifungals for nails | | |
|---------------------------|--|--|
| Antifungals skin/other | | |
| Skin protector+emollients | | |
| Liquid plasters | | |
| Facial moisturisers women | | |
| A-Red/Sooth/Seborr dermat | | |
| Body moist+emoll women | | |
| Nail strengtheners | | |
| Oth nail care prds women | | |
| A/Seborr caring prds | | |
| A/Seborr cleansing prds | | |
| A/Sebo-mixed kit/coffret | | |
| Beauty prds X family use | | |
| Sun screens adults | | |
| Synd-Synth N/Soap deterg | | |
| Shower products | | |
| Liquid shampoos | | |
| Anti-hair loss prds | | |
| | | |

Sales Monthly and Quarterly Pharmartrend International customised study for panels listed **in Appendix E** and available on Pharmatrend International PTRI, with & up to 3 years back data when available.

The supply of the above Monthly and Quarterly data is subject to Galderma International SAS to retain its current and additional level of subscription during the course of this agreement. The said required level of subscription shall be defined as **per Appendix F of this agreement**.

The total list price of Pharmatrend International Monthly and Quarterly Data Deliveries combined is \$1 172 283

| Pharmatrend | Pharmatrend | Pharmatrend | Pharmatrend | Pharmatrend Total |
|-------------|-------------|-------------|-------------|-------------------|
| 2012 | 2013 | 2014 | 2015 | |
| \$300 216 | \$387 627 | \$399 196 | \$85 243 | \$1 172 283 |



VI. Additional Local Audit National Data Requirement

Galderma International SAS is to subscribe to the required Quarterly/Monthly national retail data covering ATCs **D**, **J1A**, **J2A** for each of the following country panels. Galderma International SAS shall then retain this additional level of subscription during the course of this agreement. The said additional required level of subscription shall also be defined as **per Appendix F of this agreement**.

<u>The local audit national data of reference shall be for the sole use of Galderma International SAS, La Défense 4, 20 avenue André Prothin, 92927 La defense Cedex France.</u>

Country panels of reference:

USA, GERMANY RETAIL, FRANCE RETAIL, CANADA RETAIL, TURKEY RETAIL, SWEDEN RETAIL, FINLAND RETAIL, NORWAY RETAIL, INDONESIA RETAIL.

The total list price of Additional Local Audit Data Requirement is \$874 646

| Additional Local data 2012 | Additional Local data 2013 | Additional Local data 2014 | Additional Local data 2015 | Additional Local data Total |
|----------------------------|----------------------------|----------------------------|----------------------------|--------------------------------|
| \$37 628 | \$374 714 | \$393 450 | \$68 854 | \$874 646 |



VII. Galderma Datafeed 2012-2015 Monthly and Quarterly MIDAS and INT PTR Datafeed Configuration and Production

7-1 Introduction and background

As part of their strategic vision, Galderma wishes to drive a better coverage and accessibility of Rx and OTC data globally to enable a comprehensive and homogeneous picture of Galerdma's performance in these businesses.

As a customized project, IMS recommends the provision of the data in a standardsied format through a central delivery hub, for Monthly and Quarterly Midas and International Pharmatrend data.

This section considers the confirmation, implementation, and ongoing delivery of the Monthly and Quarterly MIDAS sales data and International PTR through the central platform.

Note: costs and budgets in this document are independent of any data subscription and licensing costs and agreements, which need to be in place as appropriate for the duration of this contract.

7-2 Scope for Data

- MIDAS Monthly
- MIDAS Quarterly (included Midas Fluorouracil)
- · International Pharmatrend Monthly
- · International Pharmatrend Quarterly

The data elements and market definitions, and measures included in the datafeeds correspond to the data subscriptions as specified in this document. Additional country panels and ATCs / OTCs may be integrated into the platform at a later date, as part of a separate change request contract. Any changes to the file format or delivery mechanism can also be commissioned via a change request process which will be costed on a time and material basis.

7-3 Delivery

The datafeed files will be separate load ready text files, delivered once the complete panels are live for each Monthly or Quarterly deliverable within 2 working days after the last panel of the data has gone live for Monthly data, and 3 days for Quarterly data.

Included with each delivery will be an additional quality and exception production report will be provided to document changes in the data between production runs.

Cu

7-4 File Format

The data will be delivered as a compressed ZIP archive.

One single ASCII file will be included in each production package provided Monthly

741 Production Package Structure

7411 Production Archive File Naming Convention

The production package will contain 1 file. The production package file will be called: IMS_GALDERMA_Monthly_yyyymm_revno.ZIP

 $IMS_GALDERMA_Quarterly_yyyymm_revno.ZIP$

Included in the file name will be the panel type of MIDAS or IntPTR

Where:

yyyymm is the latest data month revno is the feed revision number for this delivery

7412 Data File Naming Convention

The data file will be called:

IMS_GALDERMA_Monthly_yyyymm_revno.TXT IMS_GALDERMA_Quarterly_yyyymm_revno.TXT

where:

yyyymm is the latest data month revno is the feed revision number for this delivery included will be the identification of the panel type in terms of MIDAS or IntPTR

742 Delimiters

- The columns are semi-colon delimited;. There is no column delimiter after the final column of each row. Text entries should be double-quote enclosed "".
- Nulls will not be text qualified.
- The rows are delimited by a single CR/LF (ASCII codes 13, 10) sequence.
- Row and Column delimiters embedded within text fields (enclosed within double quotes) form part of the data and should not be treated as delimiters.
- · Double Quote characters will not appear within the text fields except as delimiters.

743 Character Set

The file is to be created using the ASCII character set.

cu

744 Column Headings

Column headings are provided.

745 Spaces

Values will not contain leading or trailing spaces; columns containing NULL will be represented by consecutive delimiters not separated by spaces.

Ch

746 Example of MIDAS Data Delivery Column Detail
The order of the fields in the National data delivery file is fixed, and is as follows:

| Field Name | Data Type | Field Description |
|---------------------------|-----------|---|
| COUNTRY | VARCHAR2 | Country of Datafeed |
| CORPORATION | VARCHAR2 | MIDAS CORP |
| MANUFACTURER | VARCHAR2 | LOCALMANUFACTURER NAME |
| ATC4 | VARCHAR2 | ATC4 Code and Description |
| INTERNATIONAL PRODUCT | VARCHAR2 | INTERNATIONAL PRODUCT |
| PRODUCT | VARCHAR2 | LOCAL PRODUCT |
| NEW FORM CODE 123 | VARCHAR2 | NEW FORM CODE 123 |
| INTERNATIONAL STRENGTH | VARCHAR2 | STRENGTH |
| INTERNATIONAL PACK | VARCHAR2 | PACK DESCRIPTION |
| PACK | VARCHAR2 | LOCAL PACK DESCRIPTION |
| SALT | VARCHAR2 | ACTIVE SALT |
| MOLECULE | VARCHAR2 | ACTIVE MOLECULE |
| PERIOD | VARCHAR2 | MM/YY PERIOD OF DATA DELIVERY |
| MARKET TYPE | VARCHAR2 | MARKET TYPE (ethical or popular) |
| INTRX | VARCHAR2 | INTERNATIONAL RX |
| Strength | VARCHAR2 | Strength |
| LAUNCH Date | VARCHAR2 | LAUNCH Date |
| USD/MNF | DOUBLE | US DOLLAR MANUFACTURER PRICE |
| LEU/PUB | DOUBLE | LOCAL CURRENCY EURO PUBLIC PRICE |
| LEU/TRD | DOUBLE | LOCAL CURRENCY EURO TRADE PRICE |
| LEU/MNF | DOUBLE | LOCAL CURRENCY EURO MANUFACTURER PRICE |

| | DOUBLE | LOCAL CURRENCY DOLLAR |
|---------|--------|------------------------|
| LCD/PUB | | PUBLIC PRICE |
| | DOUBLE | LOCAL CURRENCY DOLLAR |
| LCD/TRD | | TRADE PRICE |
| | DOUBLE | LOCAL CURRENCY DOLLAR |
| LCD/MNF | | MANUFACTURER PRICE |
| | DOUBLE | LOCAL CURRENCY PUBLIC |
| LC/PUB | | PRICE |
| 8 8 8 | DOUBLE | LOCAL CURRENCY TRADE |
| LC/TRD | | PRICE |
| | DOUBLE | LOCAL CURRENCY |
| LC/MNF | | MANUFACTURER PRICE |
| EUR/PUB | DOUBLE | EURO PUBLIC PRICE |
| EUR/TRD | DOUBLE | EURO TRADE PRICE |
| | DOUBLE | EURO MANUFACTURER |
| EUR/MNF | | PRICE |
| USD/PUB | DOUBLE | US DOLLAR PUBLIC PRICE |
| USD/TRD | DOUBLE | US DOLLAR TRADE PRICE |
| CU | DOUBLE | COUNTING UNITS |
| UN | DOUBLE | PACK UNITS |
| SU | DOUBLE | STANDARD UNITS |
| | | |

The equivalent file structure will be provided for International Pharmatrend data.

