

**Confidential**

Date: 02/05/24

Dear Dr. Y A Lal,

**Letter of engagement**

A.Menarini India Private Limited ("Menarini") is pleased to engage you as Panelist for Webinar on agreementst ("Topic") to be held on 05/22/24 ("Meeting") in accordance with the terms and conditions of this letter of engagement ("Letter").

**1. Scope of Engagement**

- 1.1 You agree to use your best efforts to provide Menarini with your professional input and expertise as a Panelist in the Meeting and engage in discussions and provide scientific, clinical opinions, as appropriate, based on your individual experience restricted to the above-mentioned Topic ("**Activities**").
- 1.2 Menarini may make changes to the Meeting/Activities at any time at its sole discretion and without liability to you.

**2. Your Obligations**

- 2.1 In the performance of the Activities, you shall:
  - (a) use the degree of skill, care, professionalism, and diligence expected of a similarly experienced and qualified person performing similar Activities;
  - (b) comply with all applicable laws, regulations, industry/ professional codes, and Menarini's reasonable requests;
  - (c) provide in advance to Menarini any non-Menarini sourced/ created audio or visual materials which you will be using for any presentation to be made by you ("**Presentation Materials**"), make such amendments as reasonably requested by Menarini, and permit Menarini to use the Presentation Materials for medical educational purposes;
  - (d) you shall ensure that the Presentation Materials (i) contain the following statement "*The contents herein reflect the presenter's own opinions and do not reflect the opinions or position of Menarini or its affiliates.*", (ii) do not contain statements promoting (or that can be perceived as promoting) the use of any Menarini product outside of its approved indications or any other off-label use, (iii) are balanced, accurate and fairly based on scientific evidence and will not disparage any products or treatments, and (iv) reflect accepted medical practice in the country in which the Activities and/or presentation takes place.

**3. Term and Termination**

The term of your engagement shall commence on 22/05/24 and end on 22/05/24 . Menarini may terminate this Letter and your engagement at any time at its sole discretion without liability.

**A.Menarini India Private Limited**  
Registered Office: A-101, Shapath IV,  
Opp. Karnavati Club, S. G. Highway,  
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Tel: + 91-79-4000 6300  
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2102, Tower 3,  
One International Center  
(formerly known as Indiabulls Finance Centre),  
Senapati Bapat Marg, Elphinstone Road (W),  
Mumbai – 400013, India.  
Tel:+91-22-42280700

#### **4. Payment**

- 4.1 Menarini will not pay you any honorarium fee.
- 4.2 Business expenses if any, directly related to your participation in Scientific Meeting will be borne by company including accommodation, transportation and meals directly (if prior approved by Menarini).

#### **5. Confidentiality**

You shall use any and all confidential and/or proprietary information, documents, or materials provided by Menarini solely for your performance of the Activities and you shall not reproduce (nor allow any third party to use or reproduce) any such information, documents, or materials. In the event of any uncertainty as to whether any information, documents, or materials is confidential and/or proprietary, you will treat such information, documents, or materials as confidential until Menarini has advised you otherwise in writing. All documents and materials containing or embodying any confidential and/or proprietary information shall be and remains the property of Menarini and shall be immediately returned to Menarini on demand. You acknowledge and agree that in the event of a violation or threatened violation of this provision, Menarini shall be entitled to injunctive relief in addition to any other rights or remedies to which Menarini may be entitled.

#### **6. Intellectual Property Rights**

- 6.1 For any work product or other materials created by you using Menarini's materials, documents, data, software, information and inventions (which shall remain the sole property of Menarini) to perform the Activities or to which you contribute to, you acknowledge and agree that all rights, titles and interests including all copyrights, trademarks and other intellectual property rights contained therein in and to such work product or materials shall be solely owned by Menarini.
- 6.2 You agree that Menarini has a right to make and circulate to participants, third party vendor and/or its parent / subsidiary companies authorize Menarini to distribute minutes of the meeting, synopsis and/or audio/video recording of the Activities for medical educational purposes.

#### **7. Representations and Warranties**

- 7.1 You undertake, represent and warrant that:
- a. you are able to perform the Activities without any restriction whatsoever;
  - b. your signing of this Letter and performance of the Activities does not and will not cause you to be non-compliant with or in breach of any law, regulation, industry/ professional code, policy, procedure or contract of any entity by which you are employed or with which you are affiliated with;
  - c. you will not, during the term of your engagement, enter into a contract or accept any obligation from any third party that is inconsistent or incompatible with or places you in a conflict of interest with your obligations and/or the Activities to be performed under this Letter;
  - d. you are certified and/or qualified to practice medicine (or your profession) in accordance with applicable laws and regulations, and have not been debarred from doing so;



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- e. you are neither a member of any Data Monitoring Committee or Data Safety Monitoring Board nor perform any data safety monitoring related services for Menarini; and
- f. your performance of your obligations and the Activities under this Letter shall be in accordance with all applicable laws and regulations in force from time to time, including but not limited to all applicable anti-bribery laws and regulations and the Menarini Group Code of Conduct (available at [www.menarini.com](http://www.menarini.com)). Without limiting the generality of the foregoing, you shall not offer, make, or promise any payment (directly or indirectly) of money or anything of value (including but not limited to funds paid under this Letter) (collectively, "**Payment**") to any government or political party official, candidate for public office, or representatives of other businesses or persons acting on their behalf where such payment would constitute a violation of any applicable laws, regulations or codes, or is for the purpose of influencing decisions or actions with respect to any aspect of the trade or business of Menarini or you.

## **8. Conflicts of Interest**

You shall disclose to Menarini any position that you hold where there is a potential ability to influence Menarini's business. Notwithstanding such disclosure, you shall comply with all applicable legal and ethical rules, codes, and regulations to properly manage all actual or potential conflicts of interest. If you are a member of any committee which may handle matters related to Menarini's business, you shall take all necessary steps to fully comply with such committee's rules pertaining to disclosure of your relationship with Menarini, and unless permitted by applicable laws, codes, regulations, or committee rules, you shall decline from deliberating and/or making decisions on matters that may impact Menarini's business. You shall promptly inform Menarini of any matters or events under this paragraph so that Menarini may review your engagement and take appropriate measures (including termination of your engagement).

## **9. Personal Data**

- 9.1 You hereby authorize and permit Menarini and its employees, agents, and Menarini Service Providers to:
- (a) collect, use, disclose and/or process personal data about you that you had previously provided Menarini, that you now provide Menarini, that you may in future provide Menarini and/or that Menarini possesses about you (including but not limited to your name, identification number, telephone numbers, address, photographs or video recordings containing your images) for the purposes relating to your engagement and/or performance of the Activities under this Letter ("**Purpose**") and
  - (b) process, disclose, store, and backup your personal data (including for disaster recovery purpose) to Menarini affiliates or service providers in or outside of the country in which this Letter is signed (which may include disclosing your personal data to Menarini service providers (whether in or outside of the country in which this Letter is signed) for the aforementioned processing, storage and backup).

## **10. Indemnity**

You shall indemnify, defend and hold harmless Menarini, its directors, officers, and employees ("**Indemnitees**") from and against any and all claims, suits, demands,

### **A.Menarini India Private Limited**

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losses, damages, liability, or costs (including legal fees and costs on an indemnity basis) suffered or incurred by any of the Indemnities arising out of or in connection with any breach of this Letter, applicable laws or regulations, or any act, omission or default by you.

## **11. General**

- 11.1 You shall be an independent contractor and not an employee, agent or legal representative of Menarini in your performance of the Activities. You shall not have any authority to represent Menarini or to enter into any contracts, make any representations, or assume any liabilities or obligations on behalf of Menarini.
- 11.2 You shall be solely and unconditionally responsible for any and all tax obligations with respect to payments made to you under this Letter.
- 11.3 Adverse Events and Product Quality Complaint Reporting Requirements  
Patient Safety is important at Menarini, should you become aware of an Adverse Event(s) (AE's) or Product Quality Complaint(s) (PQC's) during the course of medication on any Menarini products, report to the Local Drug Safety Unit Manager (LDSUM) via email [in.ae@menariniapac.com](mailto:in.ae@menariniapac.com) or call at 1800-22-3622. All reports are to be forwarded as detailed above within 24 hours regardless of the severity or relatedness of the event.
- 11.4 This Letter constitutes the entire agreement between you and Menarini in relation to the performance of the Activities during the term of your engagement.
- 11.5 You shall not assign or transfer all or part of your rights or obligations under this Letter to any third party without the prior written approval of Menarini.
- 11.6 Any dispute between the parties shall be subject to the jurisdiction of the Mumbai Courts.
- 11.7 Any amendment to this Letter must be in writing and signed by you and an authorized representative of Menarini to be effective.
- 11.8 By accepting this engagement, you agree and consent to the disclosure by Menarini (or its affiliate) of your name, the name of your employer, and the amounts of value transferred to you pursuant to your engagement in the event Menarini (or its affiliate) is required to make such disclosure.
- 11.9 Paragraphs 5 to 10 above, together with those provisions the survival of which is necessary for the interpretation or enforcement of this Letter, shall survive the termination of this Letter or completion of the Activities.

Kindly indicate your acceptance of the terms and conditions of this Letter by signing and returning this Letter to Menarini. We look forward to working with you.



**MENARINI**

**SIGNED** for and on behalf of  
**A.Menarini India Private Limited**

Name: Dr. Chetan Patil  
Title: **Head – Medical Affairs**  
Date: 02/05/24

**CONFIRMED AND AGREED** by:

Name: Dr. Y A Lal  
Title:  
Date:

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