SERVICES AGREEMENT

BY AND BETWEEN

SANOFI-AVENTIS AUSTRALIA PTY LTD ABN 31 008 558 807 of Talavera Corporate Centre, Building D, 12-24 Talavera Road, Macquarie Park NSW 2113 ("Sanofi")

AND

DATALYTICS PTY LTD ABN 50 137 009 486 of Unit 19, 12 Trevillian Quay, Kingston, ACT 2604 (the "Contractor")

BACKGROUND

A. Sanofi wishes to engage the Contractor to provide the Services (as defined below).
B. The Contractor has the relevant expertise and wishes to provide the Services to Sanofi.

The parties hereby agree as follows:

1. DEFINITIONS

"**Affiliates**" shall mean any corporation or business entity controlled by, controlling, or under common control with a party to this Agreement. For this purpose, "control" shall mean direct or indirect beneficial ownership of at least fifty (50) percent of the voting stock or income interest in such corporation or other business entity, or such other relationship as, in fact, constitutes actual control.

"**Background IP**" means:

(a) all materials owned by or licensed by a party prior to, or independent from, the performance of the Services, and all modifications; and

(b) all generic or proprietary information, and all ideas, methodologies, software, applications, processes or procedures used, created or developed by a party in the general conduct of its business.

"**Commencement Date**" shall mean the date as specified in Item 3 of the Schedule.

"**Compensation**" means the consideration paid to the Contractor pursuant to this Agreement as specified in Item 2 of the Schedule.

"**Contractor**" means the Contractor as described herein and includes but is not limited to their employees, contractors, sub-contractors, agents, successors and assigns.

"**Dealing**" or "**Deal**" includes collecting, recording, holding, organising, storing, adapting, altering, retrieving, consulting, using, disclosing, transferring, providing access, combining, blocking, erasing or destroying Personal Information and/or Sensitive Information.

"**Eligible Data Breach**" has the meaning given to that term in the Privacy Laws.

"**Event of Force Majeure**" means in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any of the following: governmental act, war, fire, flood, explosion, civil commotion, acts of terrorism, strike, lockout or other industrial action).

"**GST**" or "goods and services tax" means a tax, duty, levy, charge or deduction imposed by or under

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GST Law, together with any related additional tax, interest penalty, fine or other amount imposed in respect of the above.

"**GST Law**" means the GST law applicable to the country in which the Services are being provided.

"**Key Personnel**" means the Contractor's personnel as set out in Item 4 of the Schedule.

"**Personal Information**" has the meaning given to that expression under any applicable Privacy Laws and includes Sensitive Information as defined therein.

"**Privacy Laws**" means the laws relating to the protection of Personal Information applicable to the country in which the Services are being provided and all other laws, rules and regulations which relate to the privacy, protection or any Dealing with Personal Information including but not limited to, where applicable, the European Union's *General Data Protection Regulation* (2016/679).

"**Purchase Order**" means a written or electronically produced document detailing the Services requested by Sanofi.

"**Representative**" means an officer, employee, agent, representative, contractor or subcontractor.

"**Sanofi**" shall mean Sanofi and its Affiliates.

"**Schedule**" shall mean a Schedule attached to this Agreement.

"**Services**" means the provision of work as specified in Item 1 of the Schedule.

"**Tax Invoice**" has the same meaning as described in *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

"**Term**" means the term as specified in Item 3 of the Schedule.

2. SERVICES

2.1. Sanofi appoints the Contractor to provide the Services. The Contractor shall perform the Services with reasonable skill and care, according to the standards customary in the industry. The Contractor shall use its best efforts to perform the Services in accordance with the provisions of this Agreement.

2.2. The Contractor declares and warrants that it has all means and skills to perform its obligations under this Agreement. The Contractor shall assign for the performance of the Services a sufficient number of employees duly qualified and experienced to ensure the Services are performed in a manner consistent with the description of the Services. The Contractor shall perform the Services within the timelines set out in the Schedule or in the Purchase Order.

2.3. The Contractor shall exercise the sole and absolute control and disciplinary authority over its employees assigned to perform the Services and shall be responsible for the proper performance of their duties.

2.4. In providing the Services, the Contractor must comply with:

(a) any reasonable directions given by or on behalf of Sanofi from time to time;

(b) all standard operating procedures, policies and directives of Sanofi so far as they are made known to the Contractor; and

(c) all applicable standards, laws and regulations.

3. TERM

3.1. This Agreement is effective from the Commencement Date and shall continue in full force and effect until the completion of the Term.

3.2. All Services procured pursuant to a Purchase Order shall continue from the Purchase Order's commencement date to the end date unless otherwise terminated by Sanofi pursuant to this Agreement.

4. TERMINATION

4.1. Upon termination of this Agreement or a Purchase Order, the only sum or sums to which the Provider will be entitled are the fees due and costs incurred to the date of such termination for Services previously rendered.

4.2. Either party may terminate this Agreement and/or a Purchase Order upon written notice:

(a) if the other party materially breaches this Agreement and does not remedy such breach within thirty (30) days after receiving written notice; or

(b) immediately in the event that the other party becomes insolvent (ie. is unable to pay its debts as they become due), a petition in bankruptcy is filed by or against such other party, a receiver or trustee is appointed for any of such party's property, or such party makes an assignment for the benefit of creditors.

4.3. This Agreement may be terminated by Sanofi with at least thirty (30) days' written notice to the Contractor. However, in the event that a Purchase Order is still valid as at the effective date of termination then the effective date of the termination of the Agreement will be upon expiry or termination of the Purchase Order.

4.4. An individual Purchase Order may be terminated by Sanofi by giving at least thirty (30) days' written notice to the Contractor.

4.5. In the event that this Agreement or a Purchase Order is terminated, any Compensation paid by Sanofi for any unexpired portion of the Term (or any extension) shall be refunded by the Contractor without any deductions.

4.6. Upon termination of this Agreement or a Purchase Order, the Contractor shall, at Sanofi's request, transfer, assign and make available to Sanofi all property and materials in the Contractor's possession or control belonging to and paid for by Sanofi, and all items containing any Confidential Information. The Contractor also agrees to give all reasonable cooperation toward transferring with approval of third parties its interest in all contracts and arrangements, if any, properly entered into by the Contractor in the performance of this Agreement, upon being duly released from the obligation.

5. COMPENSATION

5.1. In consideration of the Contractor providing the Services to Sanofi, Sanofi will pay the Contractor the Compensation for the satisfactory performance of the Services upon the terms set out herein.

5.2. The Contractor shall not perform any of the Services prior to obtaining Sanofi's prior written approval and the issue of a Purchase Order. In the event that Sanofi requests any changes in the nature or scope of the Services, the Contractor will notify Sanofi of the cost of such revisions and will not proceed without Sanofi's prior written approval and the issue of a varied Purchase Order. If any or all of the Compensation for any or all of the Services is other than a fixed fee, the Contractor will provide such documentation, including Tax Invoices in support as Sanofi may reasonably require.

5.3. For the Services provided under a Purchase Order the Contractor shall issue a Tax Invoice for the amounts payable pursuant to the Purchase Order. All invoices shall expressly refer to the relevant Purchase Order and this Agreement and must be issued prior to the expiration of the

Term and will be paid sixty (60) days from the date of invoice, otherwise invoices issued after the expiration of the Term will not be paid. Unless otherwise directed all invoices are to be emailed to anzinvoices@sanofi.com in a searchable PDF file. All account statement and account queries are to be emailed to accountspayable.australia@sanofi.com.

5.4. In the event that Sanofi reasonably disputes any invoice, or any element of an invoice, then Sanofi will pay the undisputed element of such invoice on the due date for payment and may withhold payment of the disputed element of such invoice. Once the parties have reached agreement in relation to a disputed element of an invoice, such disputed element of the invoice shall become payable within a further sixty (60) days.

5.5. Payment by Sanofi of the invoice shall not be deemed to constitute approval of any Services (including the results) under this Agreement nor shall it be taken as an admission of the due performance of the Agreement or any part thereof.

5.6. Sanofi will not reimburse any out-of-pocket expenses or any other expenses of the Contractor in addition to the Compensation without Sanofi's prior written approval.

5.7. Any amount payable by Sanofi for any Services supplied under this Agreement is expressed exclusive of GST. Sanofi will, on receipt of a Tax Invoice, pay the Contractor an amount equal to the GST liability payable by the Contractor on the supply of the relevant Services.

6. LIABILITY

6.1. Neither party will be liable for any loss of profits, loss of data, loss of business opportunity and liabilities in respect of third parties, or special, incidental, indirect, punitive or consequential loss or damages, which may be suffered or incurred or which may arise directly or indirectly in connection with any material or Services supplied under this Agreement or in connection with any act or omission (negligent or otherwise) on the part of a party, or otherwise out of the relationship created by this Agreement.

6.2. The total liability of Sanofi to the Contractor for loss or damage of any kind whether arising in tort (including negligence), contract, statute, law, equity or under an indemnity is limited to the Compensation paid by Sanofi under this Agreement.

6.3. The Contractor shall indemnify, hold harmless and defend Sanofi and its Representatives against all expenses (including without limitation reasonable solicitor's fees and expenses), losses, damages and costs to the extent that Sanofi and/or its Representatives has sustained or incurred as a result or in connection with:

(a) a breach by the Contractor of this Agreement (including a breach of any warranty);

(b) any negligent, unlawful, wilful or fraudulent act or omission of the Contractor or any of its Representatives in connection with this Agreement;

(c) any loss of or damage to any property or injury to or death of any person caused by any negligent or fraudulent act or omission or wilful misconduct of the Contractor or any of its Representatives;

(d) disclosure of Sanofi's Confidential Information by the Contractor other than in a manner permitted by this Agreement;

(e) claims by any person in respect of a breach of privacy in respect of the handling of their Personal Information arising as a direct result of the acts or omissions of the Contractor; or

(f) a claim that the provision of the Services provided under this Agreement, or possession or use of any materials provided under this Agreement by Sanofi, infringes the intellectual property rights or other rights of any person.

6.4. However the Contractor's liability to Sanofi under this Agreement shall be reduced to the extent

where any such expense, loss, damage and/or cost arose as a result of Sanofi's unlawful, wrongful or negligent act or omission or wilful misconduct.

7. INSURANCE

7.1. The Contractor will provide and pay for all insurance which a reasonable and prudent person would consider to be appropriate in the conduct of a business the same as or similar to the Contractor's business in providing the Services, including (but not limited to) public liability and workers' compensation insurance.

7.2. The Contractor will on request provide Sanofi with proof of appropriate insurance.

8. FORCE MAJEURE

The parties acknowledge that in the Event of Force Majeure intervening to the extent this Agreement is frustrated, then this Agreement shall be suspended and will resume either in its current form or in a revised form acceptable to both parties after circumstances return to a state sufficient for both parties to consider carrying on.

9. AUDIT

During the Term and for a period of ten (10) years after its termination or expiration the Contractor shall keep full and accurate books of account, records and contracts (if any) to support all Compensation paid in respect of this Agreement and shall permit Sanofi upon reasonable notice and at reasonable times, the right to audit and examine all contracts, documents, correspondence, time sheets, account and expense records, and any other material and the Contractor agrees to cooperate fully with such audit.

10. CONFIDENTIALITY

10.1. Each party (the "Receiving Party") shall treat as confidential all business and proprietary information of the other party (the "Disclosing Party"), including information relating to the Disclosing Party's past, present and future marketing, sales, research and development and general business activities that may be disclosed to the Receiving Party by or on behalf of the Disclosing Party, and any information the Receiving Party discovers or develops under this Agreement for the benefit of the Disclosing Party ("Confidential Information"). Confidential Information shall not include, however, information which:

(a) was previously lawfully known by the Receiving Party and not subject to an obligation of confidentiality or restricted use, and obtained outside of any prior contractual relationship with the Disclosing Party;

(b) is generally available to the public or publicly divulged through no fault of the Receiving Party; or

(c) is subsequently lawfully disclosed to the Receiving Party by a third party who is not under any obligation to the Disclosing Party.

10.2. The Receiving Party agrees not to disclose this Agreement or disclose the subject matter or content of this Agreement to any third party without the prior written consent of the Disclosing Party other than to professional advisors.

10.3. The Receiving Party shall not duplicate any material containing Confidential Information, except in the direct performance of the Services.

10.4. The Receiving Party shall return all copies of materials containing Confidential Information upon the Receiving Party's completion of the Services or upon any earlier termination of this Agreement for any reason whatsoever.

11. INTELLECTUAL PROPERTY

11.1. Any and all reports, information, inventions, concepts, data or other works created by the Contractor for Sanofi in connection with this Agreement shall be the sole and exclusive property of Sanofi.

11.2. This Agreement shall be deemed a transfer to Sanofi the copyright of any copyrightable subject matter created by the Contractor in such works.

11.3. The Contractor shall not at any time, during or after the Term, be entitled to or claim any right, title or interest therein or any commission, fee or other direct or indirect benefit from Sanofi, in respect of such works created by the Contractor.

11.4. The Contractor agrees to execute and/or cause its Representatives to execute any documents necessary or desirable to secure or perfect Sanofi's legal rights and worldwide ownership in such works, including, but not limited to, documents relating to software licences, patent, trademark and copyright applications.

11.5. Notwithstanding anything in this Agreement to the contrary, the each party retains all of its rights, title and interest in and to its Background IP.

11.6. Each party grants to the other party a royalty-free, non-exclusive and perpetual licence in the Background IP:

(a) solely to the extent that the Background IP is incorporated in any material or deliverable prepared by the other party; and

(b) only as necessary to enable use of the materials or deliverables and to authorise others to do so, in each case, consistent with the terms of this Agreement.

11.7. Any materials furnished hereunder which have not been created for Sanofi and are subject to the rights of third parties shall be specifically identified to Sanofi in writing. The Contractor shall obtain (and deliver upon request to Sanofi) releases for all names, photographs, illustrations, testimonials, and any and all other materials used in works which the Contractor prepares or uses hereunder. All such releases shall apply to Sanofi, its agents and employees.

11.8. The parties acknowledge that the indemnity from the Contractor pursuant to Clause 6 includes but is not limited to any claims from third parties referred to in Clause 11.7.

12. SPECIFIC PROVISIONS RELATED TO SERVICES

12.1. Purchase Order

(a) All Services shall be purchased by way of submission of a Purchase Order by Sanofi. A Purchase Order will represent a firm commitment by Sanofi to purchase the Services pursuant to this Agreement. The Contractor will be held to have accepted a Purchase Order upon the earliest of:

(i) five business days after Sanofi sends the Purchase Order to the Contractor unless the Contractor expressly rejects the Purchase Order in writing during that period;

(ii) the Contractor sends an invoice to Sanofi related to the Purchase Order; or

(iii) the Contractor begins to perform any of the Services described in the Purchase Order.

(b) This Agreement may provide a forecast or an estimate of the future requirement of Sanofi however the forecast or estimation does not comprise a minimum purchase requirement or binding commitment by Sanofi to purchase such Services.

(c) It is further understood and agreed that this Agreement shall not constitute a promise to purchase in any way except where a Purchase Order has been submitted to and accepted by the Contractor in accordance with this Clause.

(d) Any Services performed without a Purchase Order will be at the risk of the Contractor and Sanofi shall not be obligated to make payment for such Services.

(e) The parties agree that all Purchase Orders must contain in sufficient detail a full description of the Services including all deliverables, key performance indicators and any specific milestones. For the avoidance of doubt, any and all such documents detailing the aforesaid must be incorporated and attached within Sanofi's digital procurement platform.

12.2. The Contractor's Obligations

In connection with this Agreement, the Contractor shall make no commitments or disbursements, incur no obligations nor place any advertising, public relations or promotional material for Sanofi, nor disseminate any material of any kind using the name of Sanofi or using their trademarks, without the prior written approval of Sanofi.

12.3. The Contractor's Key Personnel

(a) The Contractor will ensure that the Services are carried out by Key Personnel or such other person(s) as may be agreed by the parties in writing.

(b) Where the Key Personnel leaves the employ of the Contractor or are unable to perform the Services, the Contractor will use reasonable endeavours to provide a replacement subject to Sanofi's approval which will not be unreasonably withheld or delayed. If a suitable replacement cannot be found or is not agreed to by the parties, the parties will communicate with each other and decide whether to terminate this Agreement.

(c) If the parties agree to terminate this Agreement under this Clause, the Contractor will be entitled to payment for work done up to the date of termination.

12.4. Warranties

(a) The Contractor represents and warrants to Sanofi that performance of the Services by the Contractor will:

(i) be performed in accordance with all applicable laws and regulations;

(ii) not violate any proprietary rights of any third party, including, without limitation, confidential relationships and intellectual property rights;

(iii) ensure all consents, licences, filings, approvals, notifications or authorisations of, exemptions by or registrations or declarations with, or other requirements whatsoever of, any governmental, judicial or other authority which are necessary in connection with the provision of the Services have been obtained or made, are valid and subsisting and will not be contravened by the execution or performance of the same;

(iv) not employ, engage or otherwise use any child labour in any circumstances in all countries;

(v) comply with local country labour laws relating to discrimination, minimum age, hours worked, wages, and working conditions;

(vi) not use mental or physical coercion, forced labour, and/or physical punishment nor any cruel or unusual; disciplinary practices in the workplace; and

(vii) provide workers with a safe and healthy work environment that is in compliance with applicable laws and pay each employee at least the minimum wage, or the prevailing

industry wage (whichever is the higher).

(b) The warranties provided by the Contractor under this clause are continuous during the Term.

12.5. Pharmacovigilance

(a) The Contractor agrees that it will be bound by the terms of a Pharmacovigilance Agreement to be entered into between the parties upon the request of Sanofi, where applicable.

(b) The Contractor agrees that all of its Representatives will complete as a matter of urgency all Product Safety training as directed by Sanofi from time to time.

(c) During the course of performing the Services under this Agreement, if any representatives of the Contractor becomes aware of any adverse event ("AE") associated with use of a Sanofi product, the Contractor shall report the AE to Sanofi's Product Safety department, within one (1) business day of awareness, by email, facsimile or telephone to the following:

Email: ae@sanofi.com
Telephone: +61 2 8666 2123
Facsimile: +61 2 8666 3050

(d) An AE is any untoward medical occurrence in a patient, consumer or clinical investigation subject administered a medicine, which does not necessarily have a causal relationship with this treatment. An AE can therefore be any unfavourable and unintended sign (for example, an abnormal laboratory finding), symptom or disease temporally associated with the use of a medicine, whether or not it is considered related to the medicine.

13. ADDITIONAL PROVISIONS

13.1 Data Privacy

(a) Where the Contractor receives Personal Information from or on behalf of Sanofi or from or on behalf of a Representative of Sanofi, the Contractor must:

(i) deal with the Personal Information only:

A. for the purposes of performing the Services; or

B. with the express written agreement of Sanofi;

(ii) comply with the Privacy Laws in respect of Personal Information;

(iii) not do or omit to do any act that would put Sanofi in breach of any Privacy Laws; and

(iv) procure compliance with this Clause by any third party or Representative to which the Contractor has disclosed or permitted disclosure of any Personal Information.

(b) The Contractor acknowledges and expressly agrees that this Agreement and all Personal Information provided by the Contractor may be used by Sanofi and its Affiliates and Representatives.

(c) The Contractor shall provide Sanofi with the name and contact information for an employee of the Contractor who shall serve as Sanofi's primary security contact and shall be available to assist Sanofi twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with an Eligible Data Breach.

(d) Immediately following the Contractor's notification to Sanofi of an Eligible Data Breach, the parties shall coordinate with each other to investigate the Eligible Data Breach. The

Contractor agrees to fully cooperate with Sanofi in Sanofi's handling of the matter, including, without limitation:

(i) assisting with any investigation;

(ii) providing Sanofi with physical access to the facilities and operations affected;

(iii) facilitating interviews with the Contractor's employees and others involved in the matter; and

(iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by Sanofi.

(e) The Contractor shall take reasonable steps to immediately remedy any Eligible Data Breach and prevent any further Eligible Data Breach at the Contractor's expense in accordance with the Privacy Laws.

13.2 Anti-Bribery

(a) The Contractor warrants, represents and undertakes that, in connection with the provision of the Services:

(i) it will comply with the requirements of all applicable anti-bribery legislation both national and foreign; and

(ii) it has not and will not make, promise or offer to make any payment or transfer anything of value (directly or indirectly) to:

A. any individual, corporation, association, partnership; or

B. government or semi-government body, (including but not limited to any officer or employee of any of the foregoing, a healthcare professional employed by a government-owned healthcare facility) 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.

(b) The Contractor will immediately notify Sanofi, at any time during the Term, if its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out above at the relevant time.

(c) Sanofi shall be entitled to immediately terminate this Agreement at any time in the event of a breach by the Contractor of this Clause 13.2.

13.3 Conflict of Interest

(a) The Contractor warrants that as of the Commencement Date, the Contractor has no conflict of interest to perform the Services under this Agreement. The Contractor agrees to immediately disclose to Sanofi the existence or occurrence of any conflict of interest arising during the term of this Agreement. In that latter case, Sanofi shall have the right to terminate forthwith this Agreement.

(b) By conflicts of interest the parties mean any situation or set of circumstances that create a risk that the Contractor's professional judgment or performance of the Services may be

altered and thus Sanofi's interest may be unduly influenced or undermined by other interests.

(c) The Contractor shall ensure that during the Term, and for a period of six (6) months thereafter, it will not perform any services for any other party similar to the Services if they are in connection with the same therapeutic and/or prophylactic domain and in relation to the same targeted audience as the Services.

(d) The Contractor warrants that, if employed by or affiliated with an organisation, such as an institution, a hospital, a medical practice or a company that the organisation has authorised the provision of the Services and confirms that no conflict of interest exists.

13.4 Codes of Conduct

To the extent applicable, the parties acknowledge that the Services provided pursuant to this Agreement will be in the best interest of patients and consumers, is in compliance with all applicable laws and regulations and is consistent with all relevant industry codes of conduct.

14. MISCELLANEOUS

14.1 Severability

The whole or any part of any clause of the Agreement that is illegal or unenforceable will be severed from it and will not affect the continued operation of its remaining provisions.

14.2 Waiver

The failure of either party to take action as a result of a breach of this Agreement by the other party shall constitute neither a waiver of the particular breach involved nor a waiver of either party's right to enforce any provision of this Agreement through any remedy granted by law or this Agreement.

14.3 Survival

The rights and obligations of the parties contained in Clauses 3, 4, 6, 9, 10, 11, 13.1 and 13.2 shall survive the termination of this Agreement. Termination does not affect any accrued rights of either parties or any provision of this Agreement that continues to apply.

14.4 Entire Agreement

(a) References to any Purchase Order, annexure, appendix, attachment or exhibit (the "Annexures") attached to this Agreement shall be deemed to incorporate the entire contents of the Annexures, by reference, as if it were fully set herein.

(b) To the extent any terms or conditions of any Annexures conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail unless the Annexures, expressly and specifically states an intent to supersede the Agreement on a specific matter (but then only with respect to the particular Annexures, and with respect only to the matter so specified). An amendment to any Annexures shall be evidenced by an amendment to the Annexures, duly executed by the parties.

(c) This Agreement, including any Annexures, contains the entire understanding and agreement between the parties and supersedes all prior written or oral communications, express or implied, between the parties with respect to the subject matter contained herein. This Agreement may not be modified or amended except in writing signed by both parties.

14.5 Assignment

The Contractor shall not assign any of their rights or obligations under this Agreement without the

prior written consent of Sanofi.

14.6 Subcontractor

The Contractor shall not subcontract in whole or in part of the performance of this Agreement without the express and prior written consent of Sanofi. In case of subcontracting, the Contractor shall remain fully responsible for the proper performance of the Agreement by its subcontractors.

14.7 Independent Contractor

(a) The parties to this Agreement are independent contractors and nothing contained in this Agreement shall be construed to place the parties in the relationship of employer and employee, partners, principal and agent, or joint ventures. Neither party shall have the power to bind or obligate the other party, nor shall either party hold itself out as having such authority.

(b) The Contractor will be responsible for all wages and applicable taxes for the Contractor's employees.

14.8 Language

This Agreement has been written in the English language. In case of discrepancies between the English text version of this Agreement and any translation, the English version shall prevail.

14.9 Notices

All notices relating to this Agreement shall be in writing and sent by hand, recognised overnight courier service or certified mail, postage prepaid, to the addresses of the parties first written above, or such other addresses as either party shall designate pursuant to this notice provision.

14.10 Counterparts

This Agreement may be executed in counterparts, all of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. For the purposes of this Agreement, a Party's signature on the page printed by a receiving scanned and e-mailed page, shall be deemed an original signature.

15. GOVERNING LAW

This Agreement shall be governed by the laws of the state of New South Wales, Australia and the parties submit to the exclusive jurisdiction of the courts of the state of New South Wales, Australia.

SCHEDULE

Item 1: The Services

1.1 The Contractor will provide Sanofi with the Services in relation to Cablivi and Isatuximab Submissions as set out below.

1.2 Assessment of Commercial Potential of Cablivi® for aTTP

(a) Stage 1: Strategic overview to assess business case for Cablivi for treatment of acquired thrombotic thrombocytopenic purpura ("aTTP") in Australia.

(i) Review materials provided by Sanofi (e.g. global value dossier (GVD)), publication identified by review of grey literature and targeted search of Embase.com.

(ii) Conduct discussions with two clinicians with expertise in aTPP (includes preparation of discussion guide and meeting notes).

(iii) Assess data to support eligibility for funding in Australia, including the Pharmaceutical Benefits Scheme ("PBS") and the Life Saving Drugs Program ("LSDP").

(iv) Review global economic model and assess applicability to the Australian reimbursement setting.

(v) Assess likely patient numbers and financial impact in Australia (based on literature and clinician feedback).

(vi) Prepare brief report on business case for Cablivi in Australia.

(b) Stage 2: Meet with the PEB

(i) Meet with relevant representatives from the Office of Health Technology Assessment ("OHTA") to discuss the reimbursement pathways available for Cablivi. Includes preparing briefing document.

(ii) Key project deliverables:

A. Sanofi will provide access and arrange meetings with two (2) clinicians with knowledge of aTTP.

B. One (1) clinician meeting will be in Sydney and one in either Melbourne or Brisbane. Two representatives from Datalytics will attend.

C. The deliverable will be a slide deck (up to 35 slides) or a brief report (up to 15 pages) suitable to support a business case.

D. Out of pocket costs may include travel to attend clinician meeting in locations outside Sydney.

1.3 Assessment of Commercial Potential of Isatuximab

(a) Stage 1:

(i) Review the clinical development program and the results of completed comparative trials to assess the data to support reimbursement in the Australian environment

(ii) Review the information on the treatment algorithms for relapsed multiple myeloma ("MM") with a focus on Australia, to understand the place in therapy for isatuximab

(iii) Assess the strength of the clinical evidence including results from the phase 3 ICARIA-MM trial

and compare the comparative evidence and applicability with that required to gain reimbursement for other recent treatments for MM.

(iv) Assess the pipeline for potential new competitor products (including elotuzumab and ixazomib which are both registered in Australia).

(v) Determine potential cost-effectiveness based on trial data.

(vi) Review the Drug Utilisation Sub Committee ("DUSC") report for MM and PBS data to assess potential market uptake of treatments in MM.

(vii) Synthesize findings into a report and hold discussion meetings with Sanofi.

(b) Stage 2: Meet with the OHTA

(i) Meet with relevant representatives from the Pharmaceuticals Benefits Division to discuss the reimbursement for isatuximab.

(ii) Includes preparing briefing document.

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Item 2: Compensation

2.1 The total maximum Compensation will be $81,000.00 excluding GST consisting of the following:

(a) Cablivi

Table 1: Project Budget

Task	Estimated days/cost
Stage 1: Strategic overview to assess business case for Cablivi® for treatment of aTTP in Australia	
Review materials provided by Sanofi (e.g. GVD), publication identified by review of grey literature and targeted search of Embase.com	2.5
Conduct discussions with two clinicians with expertise in aTPP (includes preparation of discussion guide and meeting notes). Assume one meeting is in person in Sydney and another in person in either Brisbane or Melbourne. Two persons to attend.	5
Assess data to support eligibility for funding in Australia, including the PBS and LSDP	2
Review global economic model and assess applicability to the Australian reimbursement setting.	2.5
Assess likely patient numbers and financial impact in Australia (based on literature and clinician feedback)	1
Prepare brief report on business case for Cablivi in Australia	2.5
Total Days Stage 1	**15.5**
Professional Fees	**$41,880**
GST (10%)	$4,188
Total (including 10% GST)	$46,068
Stage 2: Meet with the PEB	
Meet with relevant representatives from the OHTA to discuss the reimbursement pathways available for Cablivi. Includes preparing briefing document.	2.5
Professional Fees	**$7,240**
GST (10%)	$724
Total (Including 10% GST)	$7,964
Key project assumptions: – Sanofi will provide access and arrange meetings with two clinicians with knowledge of aTTP. – One clinician meeting will be in Sydney and one in either Melbourne or Brisbane. Two representatives from Datalytics will attend. – The deliverable will be a slide deck (up to 35 slides) or a brief report (up to 15 pages) suitable to support a business case. – Out of pocket costs may include travel to attend clinician meeting in locations outside Sydney.	

Table 2: Proposed Schedule for Stage 1

Milestone	Percent	Professional Fees	GST (10%)	Total (Including 10% GST)
Project initiation	10%	$4,188	$419	$4,607
Interim report delivered	50%	$20,940	$2,094	$23,034
Final report delivered	40%	$16,752	$1,675	$18,427
Total	**100%**	**$41,880**	**$4,188**	**$46,068**

(b) Isatuximab

Table 1: Project Budget

Task	Estimated days/cost
Stage 1:	
Review the clinical development program and the results of completed comparative trials to assess the data to support reimbursement in the Australian environment	1
Review the information on the treatment algorithms for relapsed MM with a focus on Australia, to understand the place in therapy for isatuximab	1
Assess the strength of the clinical evidence including results from the ICARIA-MM trial and compare the comparative evidence and applicability with that required to gain reimbursement for other recent treatments for MM	2
Assess the pipeline for potential new competitor products (including elotuzumab and ixazomib which are both registered in Australia)	1
Determine potential cost-effectiveness based on trial data	1
Review the DUSC report for MM and PBS data to assess potential market uptake of treatments in MM	0.75
Synthesize findings into a report and hold discussion meetings with Sanofi	2
Total Days Stage 1	**8.75**
Professional Fees	**$25,420**
GST (10%)	**$2,542**
Total (including 10% GST)	**$27,962**
Stage 2: Meet with the OHTA	
Meet with relevant representatives from the PBD to discuss the reimbursement for isatuximab. Includes preparing briefing document.	2.5
Professional Fees	**$7,240**
GST (10%)	$724
Total (Including 10% GST)	$7,964

Table 2: Proposed Schedule

	Percent	Professional Fees	GST (10%)	Total (Including 10% GST)
Project initiation	20%	$4,812	$481	$5,293
Final report delivered	80%	$19,248	$1,925	$21,173
Total	**100%**	**$24,060**	**$2,406**	**$26,466**

Item 3: Term

This Agreement commences from the date of signing and terminates on 31 December 2019.

Item 4: Key Personnel

4.1 Not applicable.

The parties hereto have entered into this Agreement as of the date last signed below.

SIGNED for and on behalf of **SANOFI-AVENTIS AUSTRALIA PTY LTD** **Any other words** by a duly authorised officer	**SIGNED** for and on behalf of **DATALYTICS PTY LTD** by a duly authorised officer
Name: Lawrence Shim Title: Company Secretary Signature: Date:	Name: Title: Signature: Date: