

Terms & Condition - LIMEDex Index

1) Objectives

The objectives of the LIMEDex index surveys, reports and benchmarking study is

- to provide "real time" reflections and projections, optimizing the strategic perspectives for proactive MedTech leaders
- to compare management performance applying a balanced mix of aspirational, quality and efficiency metrics in a global competitive context
- to establish Medtech value chain insights and indications globally focusing on peer group's evidence, be it by size, segments, or geography, etc.
- to compare inter-company as well as intra-company performance indications
- to integrated result indication as part of a strategic management cockpit
- to provide leading primary research and related insights reports as part of CC+ Think Tank activities to the Medtech sector

2) Purpose

Conceplus GmbH (hereafter **CC+**) and a participation company (hereafter "Party") enter into an information exchange relationship for the following purposes

- a) Collection and analysis of qualitative management perspectives and confidential information for the LIMEDex indexing and/ or benchmarking in MedTech
- b) Integration and consolidation of qualitative management perspectives and confidential information into the LIMEDex index and/ or the underlying benchmarking studies in MedTech globally
- c) Exchange of such qualitative management perspectives and confidential information in a structured, anonymous LIMEDex index report or derivative reports i.e. on geography, size, segments etc. with the Party and other contributing parties.
- d) Disclosure of such qualitative management perspectives and confidential information in a structured, anonymous report or benchmarking report with third parties having agreed to the Terms & Condition for LIMEDex reports with CC+.
- e) For the purpose of these terms & conditions, the party disclosing confidential information is hereinafter referred to as the "Disclosing Party" and the party receiving confidential information is hereinafter referred to as "Recipient." In connection with these purposes, certain trade and business information proprietary to the Disclosing Party, and which the Disclosing Party considers confidential, may be provided to Recipient. These terms & conditions apply between the Parties and CC+ solely for the purpose of exchanging the qualitative management perspectives and confidential information as defined

3) Confidential Information

- a) Confidential Information means any management insights/ information or know-how on strategic issues disclosed by the Disclosing Party to Recipient in the contexts of the LIMEDex benchmarking reports. Such insights shall be treated as by the Recipient as confidential from the first disclosure of the Party for a period of minimum one year
- b) Data anonymity is a top priority for the LIMEDex reporting. No individual company data shall be depicted, mentioned or shared on an individual basis in our reports to any party with the exception of a benchmarking report, where a parties own provides longitudinal data is especially evaluate upon given benchmarking request in direct comparison to an anonymous size, segment or geographic sample
- c) No data (other than consolidated data in form of the CC+ reports) shall be copied, shared nor sold by a party to any other individual or company
- d) Neither party shall communicate any information to the other in violation of the proprietary rights of any third party

4) Data Gathering

CC+ shall apply and ensure a secure separation of process and data privacy of the Party. In this respect the Party's master data set will be handled strictly off-line, while performance perspective indications will be established on-line.

5) Data Security:

- a) All data will be held on a Swiss based IT network in accordance to Swiss data security directives
- b) All survey logins occur using an SSL (Secure Socket Layer Encryption) when a user types the assigned user name and password at the time of survey access. SSL uses a 256-bit encrypting and the provider uses McAfee security scan software
- c) Temporary answer data generated during the surveys is held and stored securely under Canadian data security provisions
- d) At the closure of each survey wave, all such data will be permanently transferred onto the CC+ owned server in Switzerland and thus erased at the temporary source

6) No License

The Confidential Information shall remain the sole property of the disclosing party. Licenses or other rights are not granted to recipient by the disclosure of any information hereunder, nor is any warranty made as to such information

7) Participation in LIMEDex Survey

- a) Parties may register freely to participate to the LIMEDex indexing services provided by CC+
- b) This service is granted to a party free of charge
- c) The party has the right to draw one LIMEDex Global Report per survey wave at the date of publication in electronic format (pdf) from CC+
- d) The party declares hereby to provide the requested data and confidential information for the LIMEDex surveys and reports and grants ConCep+ the right to use such data for the purpose of the LIMEDex report generation and LIMEDex publications thereafter

8) Participating in LIMEDex Breakdown Reports

- a) The party subscribes to the LIMEDex@ indexing services and especially to one or multiple breakdown reports (e.g. by company size, by industry segment or by geography) derived from such data, which are additional and separately generated and provided by CC+ on an individual basis only
- b) This service is granted to the party for a subscription fees issued per report and invoiced at the report order
- c) The party shall install the payment to CC+ within the payment horizon on the specified 10 days payment time horizon;
 - any delay beyond 15 working days past the order date of the party may result either in a substantial issuing delay of
 - the breakdown report as CC+ may not hold the relevant resources available to produce the report in time
 - any delay beyond 20 working days past the order date of the party can result in the unilateral cancellation of the parties' breakdown report order or results in a substantial delay in the breakdown report production.
 - CC+ may incur additional resourcing costs, which shall be invoiced to the party at cost plus basis
- d) The party has the right to draw one LIMEDex Global Report per survey wave at the date of publication in electronic format (pdf) from CC+
- e) Additionally has the party the right to receive the ordered LIMEDex Breakdown Report for the specified survey time horizon only shortly (up to three weeks max. thereafter) after the publication LIMEDex Global Report in electronic format (pdf) from CC+
- f) The party declares hereby to provide the requested data and confidential information for the LIMEDex surveys and reports and grants ConCep+ the right to use such data for the purpose of the LIMEDex report generation and LIMEDex publications thereafter

9) Participating in LIMEDex Benchmarking

- a) All participants of the LIMEDex benchmarking activities must agree to the LIMEDex Terms & Conditions - here the confidentiality of any such participant is ruled
- b) A party shall at least sign-up to the LIMEDex Benchmarking Report for a minimum of 2 years
 - In order to show meaningful results, the benchmarking exercise for a subscribing party shall only be conducted as early as of the end of year one
 - A subscription will be extended automatically at the end of year two, unless the party submits notice to end his benchmarking commitment minimum 6 months before the end of his subscription
- c) Benchmarking is a tailored exercise between the party in direct contrast to anonymized cohorts of parties and vs. of the LIMEDex index; depending on size the company size or the segment samples, CC+ may cluster certain categories, if the statistical relevance is not given in the ideal or desired breakdown on reported data
- d) This service is granted to the party for a subscription fees issued for a customized benchmarking report and invoiced at the order date
- e) The party shall install the payment to CC+ within the payment horizon on the specified 10 days payment time horizon;
 - any delay beyond 15 working days past the order date of the party may result either in a substantial issuing delay of the benchmarking report as CC+ may not hold the relevant resources available to produce the report in time
 - any delay beyond 20 working days past the order date of the party can result in the unilateral cancellation of the parties' benchmarking report order or results in a substantial delay in the benchmark report production. CC+ may incur additional resourcing costs, which shall be invoiced to the party at cost plus basis
- f) The party has the right to draw one LIMEDex Global Report per survey wave at the date of publication in electronic format (pdf) from CC+
- g) Additionally has the party the right to receive the ordered LIMEDex Benchmark Report for the specified survey time horizon only (up to four weeks max. thereafter) after the publication LIMEDex Global Report in electronic format (pdf) from CC+
- h) Benchmark reports shall only be sold by CC+ to the requesting benchmark party; all related data shall only be stored on CC+'s infrastructure
- i) The party declares hereby to provide the requested data and confidential information for the LIMEDex surveys and reports and grants ConCep+ the right to use such data for the purpose of the LIMEDex report generation and LIMEDex publications thereafter

10) International Collaborations

- a) A collaborating partner, e.g. international/ national entity or industry body may desire to collaborate with CC+ in order to facilitate national/ regional LIMEDex activities jointly in particular to
 - establish and distribution of the LIMEDex Global Report locally,
 - foster national/ regional LIMEDex breakdown reports for the respective territorySuch collaboration shall be encouraged by any collaboration partner in order to foster the use of LIMEDex in the set regional or national territory joint.
- b) Upon mutually agreeing to such collaboration, the collaborating partner shall share the access to its industry members freely to CC+ solely to the purpose of addressing the necessary LIMEDex activities as stipulated in the collaboration agreement.
- c) The collaboration partner will have the right to his/ her logo representation at the agreed LIMEDex reports and/ or related publications. The collaboration partner will be mentioned at the bottom of the title and the closing page of reports, the LIMEDex webpage with the reference "In collaboration of (Logo of collaborating partner)"
- d) CC+ will have the right to her logo representation at the collaboration partners homepage on any related LIMEDex activities, report links, etc. The collaboration partner will mention CC+ adequately and fair on such pages with the reference "(Logo of CC+) is owner and LIMEDex enabling partner for (Name of collaborating partner)"
- e) Such collaboration activities (as stipulated under subsection a, b, and c) shall be free of charge to the collaboration partner, unless the collaboration partner desires

- to sell any LIMEDex report to its industry members directly; in such case, the collaborating party must seek such permission from CC+ at the onset of the collaboration negotiation. Any pricing of the CC+ LIMEDex report must be pre-agreed beforehand. The collaborating party may obtain a retainer and pay CC+ a pre-agreed royalty fee per distributed physical or electronic issue of the agreed report(s). The collaboration party must report the exact distribution volume and revenues derived from LIMEDex proactively on a quarterly and annual level to CC+. CC+ obtains and may execute the right to audit these reports
 - to offers any (geographic related) breakdown or benchmarking report to its industry members free of charge; in such case, the collaborating party must seek such permission from CC+ at the onset of the collaboration negotiations and agree with CC+ for an adequate quarterly/ annual sponsoring fee on the basis of the geographical reach and the actual distribution volumes per physical or electronic issue of the agreed report(s). The collaboration party must report the exact distribution volume proactively on a quarterly and annual level to CC+. CC+ obtains and may execute the right to audit these reports
- f) Amendments of any part(s) or the development of entire new sections of LIMEDex to the need of the collaborating party may be considered, if the objectives and the purpose of LIMEDex remain unchanged. Any such modification needs to be pre-agreed and can only be executed by CC+ on behalf of the collaborating party. Any such action shall be invoiced at CC+ standard daily blended rates to the collaboration partner
- g) No LIMEDex data shall be owned, used or unauthorized distributed by a collaboration partner
- h) The collaboration agreement will run for a pre-agreed period and is renewable thereafter. The terms and condition of such agreement may be revisited mutual then

11) External Research Requests

- a) LIMEDex survey, research and reports may be used for academic research
- b) Any such research request must be put forward in writing and official signed by academic or department head of the academic institute of the researcher
- c) CC+ may grant access to current reports (with the exclusion of benchmarking reports) to the requesting researcher
- d) The researcher must comply with international academic citation standards on copyrights, source, and data (see also section 13)
- e) If data of CC+ is directly or indirectly used in an academic publication, the researcher/ author must submit the paper to CC+ for review. CC+ retains the right to command amendments or revoke the right to cite CC+ as a source, if data is ill represented by the author/ researcher

12) Sponsorship

- a) LIMEDex reports and public presentations are open to sponsoring of national, international or global Medtech and/ healthcare stakeholders
- b) Sponsor categories may comprise cooperation/ collaboration partners, parties, academia, investors, healthcare/ life science related foundations, NGOs, or other relevant stakeholders
- c) Both parties agree to and sign the sponsoring agreement including the purpose, scope and length of the sponsorship. Thereafter shall the sponsor undertake the first install of one-fourth of the committed annually sponsoring fee to CC+. The remaining fees/ contributions shall be installed regularly at each calendar quarter for the duration of the sponsorship.
- d) Sponsorships may focus on the strengthening/ broadening of
 - CC+ LIMEDex Management commitment & thought leadership
 - LIMEDex product development/ extensions
 - ICT technology enhancement
 - Branding & Market access/ dominance
 - Event management & Co-marketing
 - Non-committed financial contributions, or others
- e) A sponsor shall have the right to
 - determine his/ her preferred funding/ investment category
 - may obtain access to all or selected CC+ LIMEDex Reports (excluding any LIMEDex Benchmarking reports)
 - his/ her logo representation with the reference "Sponsor Partner" or "Subject-Sponsor Partner" at LIMEDex reports, related publications, related events, and CC+ homepage
 - may invite CC+ to an internal or sponsor hosted event as moderator, key note speaker, speaker or workshop facilitator to present and/ or discuss current LIMEDex reports/ results
- f) A sponsor shall support and promote CC+'s aspiration through an agreed funding and mid- to long-term management/ resources commitment to
 - develop and growth the LIMEDex projects in its global prestige, importance and dominance
 - engage in such activities beneficial for LIMEDex and CC+ across its own proprietary relationship network, be it nationally, internationally or even globally
 - strive and facilitate with CC+ the continuous development of LIMEDex regarding its state of the art methodology, branding, promoting and marketing, events/ international key conferences, communications, ITC, etc.
- g) Upon signing a sponsorship agreement, the sponsor partner shall share access to
 - its management/ resources
 - mutually adherent activities within and across the healthcare/ life science industry
 - LIMEDex relevant development fields
 for the purpose to continuously excel LIMEDex' state of the art thought-leadership, brand awareness appealing to Medtech and life science leadership objectives
- h) CC+ shall communicate to the sponsor
 - a high-level declaration on sponsor related activities and/ or any particular project progress at least twice per annum
 - on forthcoming LIMEDex events in his/ her regional scope

13) Publication & Copyrights

- a) All LIMEDex surveys and reports are the intellectual property of CC+; global copyrights in full, parts apply and include the reproduction of data, analysis, graphs, or texts and comments stated or originated in the CC+ LIMEDex surveys or reports at any time and in any place without written consent of CC+ Management
- b) CC+ will be published all LIMEDex Reports exclusively on our homepage only
- c) CC+ may grant a collaboration partners or academic institute the right to publish a selected report in full or in extracts only, while fully acknowledging the source, the authors and CC+ as the publisher of such report
- d) CC+ may work with selected/ renown media partners, sharing with them current global or specific breakdown report results at publication date. Any such data shall be fully anonymized

14) Purchasing Reports

- a) LIMEDex reports can be purchased via the CC+ homepage only
- b) Registration to the CC+ Extranet is a prerequisite
- c) CC+ validates the industry affinity of each new user and may grant access to the "Order report" section under the CC+ Extranet
- d) The LIMEDex Global Report (see section 8) shall be exclusively privileged to the parties for at least 6 months
- e) Purchasable LIMEDex reports (with the exclusion of any Benchmarking reports see section 9-h) are exclusively privileged to participating parties for at least 1 year
- f) CC+ may sell such LIMEDex reports to registered parties thereafter
- g) CC+ may sell such LIMEDex reports to non-registered parties after at least 2 years

15) Notice Period

- a) CC+ will continue a parties' LIMEDex subscription to as long as the party desires to, without interruption, unless the party sent forward a cancellation notice.
- b) All notices, requests, demands or other communications permitted or required hereunder in respect to
 - LIMEDex Breakdown Reports or Intra-company Reports
 - LIMEDex Benchmark Reports (see also section 9-b)
 - LIMEDex International Collaboration
 - LIMEDex Sponsorship

shall be in writing and shall be by personal delivery (i.e. through the registered users email account) and return receipt requested.

- c) Notices shall be deemed given upon the earlier of actual receipt by sender of confirmation of electronic transmission
- d) Notices shall be sent to the addresses listed below, or to such other address as either Party may specify in writing

16) Limited Liabilities

- a) CC+ shall not be liable to a contracting party for any indirect or consequential loss, including loss of actual or anticipated profits, revenues, goodwill, market share, anticipated net savings or date upon a parties decision derived from LIMEDex report, including benchmark.
- b) CC+ take utmost care to produce any LIMEDex report, including benchmark based on the data provided freely by the parties. CC+ cannot rule out any ill submitted data by a party. Thus, CC+ may anticipate if possible any arising negligence or breach of contract
- c) Our liability in contract, tort or otherwise arising out of or in connection with a subscription shall in respect of any one or more incidents not exceed the charges received by us from you for a specific report subscription in the 12 months preceding the date the incident occurs

17) Force Majeure

CC+ shall not be liable for any delay or failure to perform any of the above stated obligations to a party, researcher, sponsor or collaboration partner insofar as the performance of such obligation is prevented by an event beyond CC+'s reasonable control (e.g. including but not limited to earthquake, fire, flood, landslide or any other natural disaster, labor dispute, riot, revolution, terrorism, acts of restraint of government or regulatory authorities, failure of computer equipment and failure or delay of sources from which data is obtained)

18) Arbitration

- a) Any claims arising out of or relating to the LIMEDex activities between a party and CC+ shall be settled by three arbitrators in accordance with the Rules of Arbitration of the Chamber of Commerce of Zurich, Switzerland
- b) The language of Arbitration shall be English;
- c) The arbitration shall apply the validity, interpretation, and performance of the set clauses of the LIMEDex terms & conditions and the laws of Switzerland excluding the conflict of law rules thereof
- d) The arbitration award shall be final and binding on the parties hereto

Occasionally, CC+ would like to contact you about LIMEDex related new features, events, and special offerings