

Terms of Website Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

These terms tell you the rules for using our website [www.flutiform.com] (**our Site**).

WHO WE ARE AND HOW TO CONTACT US

Our Site is operated by Mundipharma International Limited (“our”, “we” or “us”). We are registered in England and Wales under company number 02763367 and have our registered office at Cambridge Science Park, Milton Road, Cambridge, CB4 0AB. Our main trading address is 196 Cambridge Science Park, Milton Road, Cambridge, CB4 0AB. Our VAT number is GB 599 7822 57. We are a limited company.

BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our Site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our Site.

We recommend that you print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of our Site:

- Our Privacy Notice(s), which set out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Site, you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our Site. When using our Site, you must comply with this Acceptable Use Policy.
- Our Cookie Policy, which sets out information about the cookies on our Site.

WE MAY MAKE CHANGES TO THESE TERMS

We may amend these terms from time to time by publishing modified terms and conditions on this Site. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time.

WE MAY CHANGE, SUSPEND OR WITHDRAW ACCESS TO OUR SITE

We may update and change our Site from time to time, including to reflect changes to our products, our users’ needs and our business priorities. While we use reasonable efforts to include accurate and up-to-date information in this Site, we make no warranties or representations as to its accuracy and accept no liability or responsibility for any errors or omissions in its contents.

We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

HOW YOU MAY USE MATERIAL ON OUR SITE

We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it.

Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

You may print off one copy, and may download extracts, of any page(s) from our Site for your personal use and you may draw the attention of others within your organisation to content posted on our Site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.

If you print off, copy or download any part of our Site in breach of these terms of use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

INFORMATION ON THIS SITE

From time to time this Site may contain information related to various health, medical and fitness conditions and their treatment. Such information is not intended to be a substitute for the advice provided by a physician or other medical professional and you should not use the information contain in this Site for diagnosing a health or fitness problem or disease. Always consult a doctor and/or other medical professional with respect of any health concerns. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.

This Site contains information about products that may or may not be available in a particular country or region of this world, may be available under different trademarks in different countries and, where applicable, may be approved by government regulatory authorities for sale or use with different indications and restrictions in different countries.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our Site contains links to other sites and resources provided by third parties, these websites may have information that is appropriate only to the particular originating country or region where the website is based. These links are provided for your information only and should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

USER-GENERATED CONTENT IS NOT APPROVED BY US

This Site may include information and materials uploaded by other users of the Site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our Site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us here.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We will not be liable for damages of any kind, whether in contract, tort (including negligence), breach of statutory

duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Site; or
- use of or reliance on any content displayed on our Site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- direct or consequential loss or damage.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

RULES ABOUT LINKING TO OUR SITE

Links to this Site are not authorised without our express prior written permission. To obtain permission to link to this Site, please contact licensing@mundipharma.com.

WHICH COUNTRY'S LAWS APPLY TO THIS SITE AND TO ANY DISPUTES?

This Site is controlled and operated by us from our offices within England. Although the Internet is global in nature, the laws regulating the manner in which pharmaceutical companies convey medical or product information are country-specific.

The information in this Site is designed to comply with the laws of England and has been prepared with reference to the ABPI (Association of British Pharmaceutical Industry) Code of Practice for the Pharmaceutical Industry 2019, which sets the standards for information made available to the public and to HCPs in the UK. The ABPI Code of Practice is a well-established and reputable code, requiring high standards of conduct. You should not interpret anything on this Site as promotion or solicitation for any product or for the use of any product that is not authorized by the laws and regulations of the country where you are located.

These Terms of Website Use, their subject matter and their formation, are governed by English law and any dispute arising out of or relating to these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) shall be brought before the competent courts of England and Wales.

If any provision of these terms of use is unlawful, void or for any reason unenforceable then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions.

REGISTERED TRADE MARKS

®FLUTIFORM is a registered trade mark of Jagotec AG and is used under licence.

®FLUTIFORMO, MUNDIPHARMA, the mundipharma logo and the "lung" logo are registered trade marks of Mundipharma AG

You are not permitted to use them without our approval, unless they are part of material you are using as permitted under How you may use material on our Site.

Product names shown in bold italics on our site are UK registered trade marks.

Website Acceptable Use Policy

This acceptable use policy sets out the terms between you and us under which you may access our website [www.flutiform.com] (**our Site**). This acceptable use policy applies to all users of, and visitors to, our Site. Please note that our Site is not intended for use by children (under 16 years old).

Your use of our Site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use. You warrant and represent that you possess the legal right, capacity and ability to agree to this acceptable use policy and the terms of use (referred to above) and will use our Site in accordance with them. Please also read our privacy notice regarding the use of your personal data collected through our Site.

Our Site is operated by Mundipharma International Limited (**our, we or us**). We are registered in England and Wales under company number 02763367 and have our registered office at Cambridge Science Park, Milton Road, Cambridge, CB4 0AB. Our main trading address is 196 Cambridge Science Park, Milton Road, Cambridge, CB4 0AB. Our VAT number is GB 599 7822 57. We are a limited company.

PROHIBITED USES

You may use our Site only for lawful purposes. You may not use our Site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm adults and/or minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards, as set out below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our Site in contravention of the provisions of our terms of website use.
- Not to access without authority, interfere with, damage or disrupt:

- any part of our Site;
- any equipment or network on which our Site is stored;
- any software used in the provision of our Site; or
- any equipment or network or software owned or used by any third party.

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our Site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our Site, and may result in our taking all or any of the following actions:

- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our Site.

Website Privacy Notice

This website (the "Site") is operated by Mundipharma International Limited ("Mundipharma"), also referred to in this Site as "we" or "us" or "our". This Site is intended for use by members of the general public and healthcare professionals.

Please read the following carefully.

Mundipharma takes the privacy of your personal data very seriously. In the event that you send us any of your personal data, we are committed to collecting, maintaining, and securing personal data about you in accordance with our internal data protection policies and local laws.

This Privacy Notice describes how we will process your information when you use this website, or otherwise provide personal data to us through the means described in this Privacy Notice. This Privacy Notice supplements other privacy notices that we may provide on our website or through other means from time to time when we process your information.

Please note this Privacy Notice does not cover any third party sites referred to or accessed using links or buttons on this Site. These third party sites may have their own terms and conditions and privacy policies. We are not responsible for the terms and conditions, privacy policies or content of any website referred to or accessed through this Site.

This Site isn't intended for use by children (under 16 years old), however the legal representative of a child may exercise the rights set out in this Privacy Notice on behalf of the child.

To read more about how we use your personal data, please click on the topic of interest below. A copy of this notice can be viewed and downloaded here.

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If you have any queries regarding this Privacy Notice, please contact us using the email address: privacy@mundipharma.com

This Privacy Notice is reviewed and updated from time to time. If we update the terms, we will provide notice through our home page, or by other means, so you can to review the changes. Please check back if you continue to use this Site or interact with Mundipharma.

1) PERSONAL DATA COLLECTED USING THIS SITE

Mundipharma is the data controller for the purposes of using this Site. Mundipharma may collect personal data when you provide it to us, including:

- your name and other contact details
- records of your correspondence if you contact us, such as emails
- details of your use of this Site
- other technical data, such as IP address, browser type and operating system (see our Cookies Policy)

- communications data, such as your preferences in receiving communications from us

The personal data you provide to us through this Site will be used for the following purposes:

- providing you with information, including in response to queries regarding our products, therapy areas and/or services
- understanding our business needs and improving our products and/or services
- technical support, and to ensure that content from this Site is presented effectively for you and your computer or device

as well as the use(s) set out in the other Sections of this Privacy Notice.

We may also use your personal data to comply with applicable laws, or other purposes for which you have given your consent.

Adverse Event Reporting

An adverse event can be any untoward medical occurrence in a patient or clinical trial subject administered a medicinal product. It includes an unfavourable and unintended sign, symptom, or disease, associated with the use of a medicinal product, whether or not considered related to the medicinal product.

If you experience an adverse event when using one of our products, click here to find out how you should report it.

Please note that healthcare professionals are required to report actual and suspected adverse events of their patients to the relevant Marketing Authorisation holder for the medicinal product. We may also be provided with information about an adverse event that affected you by other third parties, such as nurses, pharmacists, lawyers, relatives or other members of the public.

Any personal data we receive regarding adverse events will be protected and kept confidential in line with our internal data protection policies and as well as local laws. The information provided will be used for the purpose of drug safety surveillance and to enable us to deal with your enquiry appropriately. It may be shared with health authorities and other third parties who are also responsible for drug safety surveillance.

Any personal data received by health authorities and/or other third parties will be processed in accordance with their own privacy policy.

Website and cookies

When you visit this Site, Mundipharma automatically collects information using cookies, such as your browser type and operating system, websites you visited before and after visiting our websites, standard server log information, and Internet Protocol (IP) addresses.

An IP address is an assigned number, similar to a telephone number, which allows your computer to communicate over the Internet. We pool this information and may combine it with other information to produce anonymous, aggregated statistical information which is helpful to us in improving our products and/or services. This information includes:

- the total number of visits to our websites and mobile applications
- the number of visitors to each page of our websites and mobile applications
- the domain names of our visitors' internet service providers.

For detailed information on the cookies we use and the purposes for which we use them see our Cookie Policy.

2) PERSONAL DATA COLLECTED THROUGH OUR BUSINESS OPERATIONS

As well as information collected from you through this Site, we may obtain personal data in other ways, such as by phone, email or in paper form during the course of our business operations. In most instances, Mundipharma is the data controller for such activities. This information could include: -

- your name and other contact details
- records of your correspondence with us

The personal data you provide to us will be used for the purposes of:

- administering a contract we have entered into with you
- providing you with information, including in response to queries regarding our products, therapy areas and/or services
- understanding our business needs and improving our communications

as well as the use(s) set out in the other Sections of this Privacy Notice.

We may also use your personal data to comply with applicable laws, or other uses for which you have given your consent.

If you are a healthcare professional who provides services to us, information regarding disclosure of payments for such services can be found here. Before we disclose such information on an individual basis, we will seek your written consent. You may withdraw your consent to disclosure on an individual basis.

3) PERSONAL DATA COLLECTED FROM OTHER SOURCES

We may collect personal data from other third parties who act as data controllers. Where we are a data processor of that personal data, we will only use the personal data in accordance with the instructions of the data controller. Our contracts with such third parties require that they are legally able to provide the personal data to us. We may also collect personal data from public sources, for example, when we attend conferences or training events in order to stay in contact with you or to enquire about consultancy services we may wish to seek from you in relation to one or more of our therapy areas.

4) THE BASIS FOR USING YOUR INFORMATION

Before we process your personal data collected through this Site, we need a legal basis for doing so. Our internal records document this legal basis. In general, we will use your personal data using one or more of the following bases:

- **For legitimate business purposes:** For example, we may use your personal information to improve your experience of this Site, or the operation of our business.
- **Where you have consented:** We may seek your consent, which must be freely given, specific, informed and unambiguous, to allow us to use your personal information for one or more of the purposes set out above. See the "Your Rights" section of this Privacy Notice for information about the rights that you have if we process your information on the basis of your consent.

5) SHARING YOUR PERSONAL DATA

Mundipharma limits access to your personal data to those employees, agents, contractors, professional advisers (such as lawyers, bankers, auditors, accountants and insurers), service providers (such as the design and host contractor for this Site), Associates and other third parties who have a business need to know. If they are a data processor, they must only process your personal data on our instructions and they are subject to a duty of confidentiality.

We may need to share your personal information with a government authority, regulator or to otherwise comply with the law.

We may also disclose your personal data to third parties:

- if Mundipharma is under a duty to disclose or share your personal information in order to comply with any legal obligation;
- in the event that Mundipharma sells, buys, merges or reorganises any business or assets, in which case Mundipharma may disclose your personal information to the prospective acquirer of such business or assets;
- if Mundipharma or substantially all of its assets is acquired by or merged with a third party, in which case personal data held by Mundipharma may form part of the transferred or merged assets.

Mundipharma does not sell, rent, or trade personal data it collects with third parties. Any third parties with whom Mundipharma shares personal data are not permitted to sell, rent, or trade such personal data.

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed.

6) LOCATION OF PERSONAL DATA WE COLLECT

Some of the personal data collected using this Site and third party sources may be stored or processed by our Associates and carefully selected third parties using computers and servers located in other countries, including by means of cloud computing. Such computers and servers may be located both inside and outside of Europe, where data protection laws may differ from the country you live in. We are only permitted to transfer personal data outside of the European Economic Area where there is a legal basis for the transfer - for example, (A) the country of the recipient(s) ensures an adequate level of protection, (B) an international arrangement means the transfer can take place (such as the US EU privacy shield), (C) suitable contractual protections are in place (including European Commission-approved Standard Contractual Clauses), (D) we have obtained your express consent to such transfer, or (E) the transfer is necessary for important reasons of public interest. In any event, Mundipharma will ensure suitable security measures are in place to protect your personal data.

7) TRANSMISSIONS USING THE INTERNET

Unfortunately, the transmission of information via the Internet is not completely secure. Although Mundipharma will use reasonable commercial efforts to protect your personal data, we cannot guarantee the security of your data transmitted using the Internet. **Anything you send by email or using the internet is at your own risk.** Once Mundipharma has received your personal data, we will secure your information in accordance with our security procedures and controls to try to prevent unauthorised access, alteration or loss.

8) DATA RETENTION

We will retain your personal data in accordance with our Records Retention Policy. Generally, we will only retain personal data for the period necessary to fulfil the purposes for which the personal data was collected, unless a longer retention period is required or permitted by law or we have justifiable reasons for doing so.

9) AUTOMATED DECISION MAKING

You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making, unless we have a lawful basis for doing so and we have notified you.

10) YOUR RIGHTS

You have the right at any time to request information about your personal data processed by us, to verify its accuracy and, if necessary, correct it. Under certain circumstances, you have right to restriction of processing of your personal data, right to erasure of your personal data, and right to data portability, subject to exceptions. You also have the

right to object to the processing of your personal data where we process it on the basis of our legitimate interests, except when it is processed -

- for scientific or historical research purposes or statistical purposes, and it is necessary for the performance of a task carried out for reasons of public interest, or
- on the basis of a compelling legitimate interest which overrides the interests of the individual, or
- in order to establish, exercise or defend legal claims.

If you have provided consent for us to process your personal data, you have a right to withdraw your consent to future processing of your personal data with limited exceptions. The withdrawal of consent shall not affect any processing based on consent before its withdrawal.

You may contact us at privacy@mundipharma.com; or c/o Legal and Compliance, Mundipharma International Limited, Unit 196 Cambridge Science Park, Milton Road, Cambridge, CB4 0AB in case of any questions or concerns regarding the processing of your personal data. Please explain your relationship and/or interactions with us, as well as the specifics of your query when contacting us.

If you are unhappy with how we process your personal data, you have a right to complain to your local supervisory authority. We would, however, appreciate the opportunity to address your concerns before you approach the supervisory authority, so please contact us in the first instance.

11) DEFINITIONS

“Associates” means any organisation within the Mundipharma network of independent associated companies.

“data controller” means the company or organisation that, alone or jointly with others, determines the purpose and means of processing personal data. It is responsible for the protection of personal data that it collects and processes.

“data processor”, means the company or organisation that processes personal data on behalf of the data controller.

“personal data” means any information relating to an identified or identifiable natural person.

Date of Preparation August 2019.