



Proposal IQVIA INFORMATION SERVICES PROPOSAL

PREPARED FOR:
Department of Health,
Floor 3,
39 Victoria Street,
London,
SW1H 0EU





I. Confidentiality Statement

Confidentiality Statement

This proposal is for the exclusive use of The Department of Health, ("Client") and may not be reproduced in any form without the consent of IQVIA Limited ("IQVIA"). The information contained in the proposal is confidential and may not be divulged to any other party without the consent of IQVIA.

Terms and Conditions

The agreement hereunder incorporates both the IQVIA Information Services Standard Terms and Conditions laid out in Appendix A and any appended schedules. This agreement shall constitute the sole applicable terms for the supply by IQVIA of the Information Services and no other conditions (such as general terms of purchase of the Client) shall be applicable.

Information Services and Pricing

"Information Services" are as defined in Schedule 1 which is an integral part of this agreement. The total annual value of Information Services provided per Schedule 1 is for Sep 21 to Aug 22 and for Sep 22 to Aug 23. All information services are delivered in accordance with IQVIA's published delivery dates. All prices quoted are exclusive of VAT.

Duration of Services

The term of this agreement is for data periods Sep 2021 to Aug 2023 and it will terminate with Aug 23 data delivery

Payment Terms

Invoices shall be presented monthly in advance in accordance with the invoicing cycle detailed in Schedule 1. Payment is due within 30 days from the date of invoice.

Previous Agreements

This agreement replaces all previous agreements between the parties on the services detailed in Schedule 1.

Service Support

Service Support related to the Information Services is provided as outlined in the IQVIA Service Level Policy (SLP), a copy of which is available on request. Outlined in the service catalogue accompanying the SLP are the service allowances to which Client is entitled as part of the Information Services subscription. If Client requires additional services and / or more bespoke support these can be purchased at additional costs as outlined in the service catalogue.

Client Undertaking

If the Client subscribes to Hospital Pharmacy Audit Data (HPA), the Client acknowledges and agrees that the Information Services are confidential to IQVIA and undertakes to IQVIA for itself and on behalf of its affiliate organisations that:

 where the Hospital Information Services are supplied to the Client at any sub-national or regional level or at an individual hospital level or containing the panel list for validation purposes, the information services shall not be revealed or referred to any third party in any way whatsoever by the Client or by any of its directors, officers, employees, consultants or agents and such restriction shall apply notwithstanding the permitted use provisions of paragraph 3 in the IQVIA Information Services Standard Terms and Conditions; and • it shall procure that all its directors, officers, employees, consultants and agents and those of any affiliate organisation to whom disclosure of the information services is necessary for its legitimate business purposes (or those of the relevant affiliate organisation) are made aware of the confidentiality undertaking given by it pursuant to this Client Undertaking and that each such person undertakes to be bound by the same.

Confirmation of acceptance of proposal

This Proposal, IQVIA reference number: 2779546, dated: 22nd June 2021, together with the IQVIA Information Standard Terms and Conditions (Appendix A), 2021 and 2022 Service Schedule (Schedule 1) and any additional appendices to this proposal, shall be available for acceptance by the Client for 30 days from its issuance. Upon receipt by IQVIA of Client's acceptance of this Proposal and duly executed by an authorised signatory of IQVIA, form a binding agreement between the parties.

Summary of Contract

IQVIA Legal Entity	IQVIA Ltd
Client Name	Department of Health
Client Billing Address	Floor 3, 39 Victoria Street, London, SW1H 0EU
Payment Terms	30 days
Invoicing Terms	Monthly
Data Period/Project Period	Sep 21 to Aug 2023
Delivery Frequency	Monthly Oct 21 to Sep 23
Price	£
Currency	GBP

CLIENT: IQVIA Limited:

Authorised Signature Signature(s):

Name(s):

Date: September 2, 2021

Date: September 2, 2021

Date: Authorised Signature

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Schedule I

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Appendix A

IQVIA INFORMATION SERVICES STANDARD TERMS AND CONDITIONS

1. Scope:

These IQVIA Information Services Standard Terms and Conditions ("STCs") alone or together with the IQVIA Order Form ("Order Form") or the IQVIA Proposal ("Proposal"), and any Schedules appended hereto constitute the agreement between IQVIA and Client ("Agreement").

The supply of IQVIA data, information, documentation, software, analysis, applications, solutions and/or consultancy services, together being defined as "Information Services" shall be subject to IQVIA's acceptance of the signed Order Form or Proposal or Client's payment of the invoice.

2. FEES / PAYMENT / DELIVERY:

- (a) The fees and expenses due by Client are indicated in this Agreement or the invoice ("Fees"). Unless otherwise indicated in this Agreement, Client shall pay each invoice within thirty (30) days of the date of each invoice. Where different services are involved, in no event shall Client deduct or off-set any amount(s) against any amount(s) owed to IQVIA without IQVIA's prior written consent. If Client fails to pay Fees when due, IQVIA may charge in addition to the invoiced amount, interest at a rate equal to the discount rate charged by the central bank of the billing currency plus 5% (five percent) per annum on the unpaid balance beginning thirty-five (35) days from the date of the invoice until such amounts are paid.
- (b) In addition to the Fees, Client shall have the exclusive responsibility for and agrees to pay all applicable governmental sales, use, added value, or other similar taxes, duties, fees, levies or other governmental charges now in force or enacted in the future, except for taxes based on IQVIA's income.
- (c) Unless otherwise specified in this Agreement, all Fees are subject to change. Price changes shall be communicated to Client at least one hundred (100) days prior to the date of application of the new price unless otherwise indicated in this Agreement. Additional Information Services requested by Client during the term of this Agreement shall be invoiced at the rates applicable when requested.
- (d) If IQVIA has elected to provide Information Services prior to the formal signature of these STCs, acceptance of delivery of the Information Service by Client shall constitute acceptance of these STCs without any additional signature of this Agreement being necessary to prove such acceptance.

3. **Rights:**

IQVIA hereby grants to Client a non-exclusive and non-transferable licence to use the Information Services selected by Client and provided by IQVIA (and exclusively at the site(s) authorised in this Agreement).

For each copy of the Information Services ordered by Client from IQVIA, the licence will permit the following:

- (a) use of Information Services for Client's own direct benefit and use. Reasonable quantities of the information or data may be copied or transferred by Client for Client's internal use in connection with the use of the Information Services (any information or data copied by Client or used in the creation of derivative works shall include any copyright and proprietary notices provided by IQVIA with such information or data remaining subject to these STCs);
- (b) use of the documentation in support of Client's use of the Information Services. Reasonable quantities of the documentation may be used by Client in developing materials for Client's internal use in connection with the use of the Information Services; and
- (c) making of one copy of the software or computerised information and data for Client's backup purposes (such copy shall contain the restrictive and proprietary legends that appear on the Information Services contained on the original copies provided by IQVIA).

Where Client receives any update of software, Client shall destroy all prior original copies of, and all backup copies of such originals. This obligation does not apply where Client receives a mere add-on. IQVIA does not grant, and Client does not receive, any title or other interest in any Information Services, except for those rights explicitly granted within this Agreement.

In the event Client provides IQVIA with feedback or suggestions in respect of the Information Services, Client agrees that IQVIA shall retain sole and exclusive ownership in said Information Services, as currently existing or modified over time, unless otherwise agreed in writing by IQVIA in advance.

4. RESTRICTIONS: Client

may not:

- (a) assign or transfer, in whole or in part, this Agreement or the Information Services to any other legal or natural person or for any use at a site other than the site(s) authorised in this Agreement;
- (b) allow the use of a copy of the software or computerised Information by more than one user unless Client has purchased a multiple and/or regional user licence, where applicable. Each user must be an employee of Client unless IQVIA agrees otherwise in writing;
 (c) reverse engineer, decompile, or disassemble the Information Services, or attempt to do so, unless authorised in writing by IQVIA; (d) make the Information
- (c) reverse engineer, decompile, or disassemble the Information Services, or attempt to do so, unless authorised in writing by IQVIA; (d) make the Information Services available outside the licenced site;
- (e) sub-contract, sub-license, distribute, disclose or transfer the Information Service, in whole or in part, to any third party, without the express written consent of IQVIA or the signature by Client of the IQVIA Third Party Access Agreement, where applicable. Any attempt to assign, transfer, sub-contract or sublicense by Client without such consent shall be void:
- (f) use the Information Services after any termination by IQVIA of any licence granted under this Agreement, due to a non-compliance of Client with these STCs; or
- (g) disclose any Information Services to any third party without IQVIA's prior written consent. Subject to the foregoing, and in accordance with IQVIA's then current guidelines, Client shall (i) ensure that any publication of the Information Services or any part thereof shall be accurate and not misleading, (ii) cite all appropriate universes, measures, caveats and assumptions upon which the information is based, and (iii) cite IQVIA as the source of such information.

5. TERM / TERMINATION:

Unless otherwise indicated in this Agreement, the initial term shall be for one (1) year commencing on the date of entry into force of this Agreement. This Agreement shall renew automatically, even in the absence of orders, for subsequent twelve (12) month periods, unless notice of termination is given in writing by registered letter to the other party:

- i. at least six (6) months prior to the end of the initial term or any subsequent twelve (12) month period; or
- ii. ii) within thirty (30) days after the mailing of any price increase for the Information Services (not applicable where this Agreement sets out a fixed Fee); in such case, the termination shall be effective as from the date upon which the new price is applicable.

Client shall pay all Fees relating to the Information Services provided by IQVIA for the period prior to and including the notice period.

Paragraphs 2, 3, 4, 6, 7 and 10 shall survive termination or expiration of this Agreement. This Agreement may be terminated upon forty five (45) days' notice by either party (except in the case of Force Majeure), if the other party commits a material breach of this Agreement and fails to remedy such breach within this notice period. This Agreement may be terminated by a party immediately where confidentiality or copyright provisions are breached by the other party or in the case of insolvency of the other party. In the event that this Agreement is terminated for any of the reasons above, Client shall, without prejudice to any other

rights of IQVIA, pay IQVIA all such amounts owed to IQVIA until the date of termination of this Agreement. In addition, IQVIA shall have the right in such circumstances to off-set any amounts owed to it against any pre-payments made by Client in respect of the Information Services.

IQVIA shall provide at least three (3) months' notice of termination in the event IQVIA elects to no longer provide an Information Service to the market (and if applicable. Client shall then receive a pro-rata refund of any Fees for the terminated Information Service not supplied to Client and already paid to IQVIA).

6. CONFIDENTIALITY:

(a) IQVIA agrees not to communicate or provide to any third party, any confidential information provided by Client (e.g. Client definitions of competitive markets), unless otherwise mandated by judicial or regulatory requirements. This sub-paragraph 6(a) does not apply to any information which:

- i. is in IQVIA's possession prior to the date of this Agreement and not already covered by a confidentiality obligation; or
- ii. is without obligation of confidentiality prior to its disclosure; or
- iii. came to be in the public domain without breach by IQVIA of its obligations under this Agreement.
- (b) Client acknowledges and agrees that Information Services are confidential to IQVIA. Client shall not disclose or provide to any third party the whole or any part of the Information Services or other confidential information of IQVIA, except as expressly provided under this Agreement or otherwise as expressly permitted by IQVIA in writing. Client agrees to treat the Information Services as confidential, using at least the same degree of care as it uses to protect its own confidential information, but in any event not less than a reasonable degree of care.

The parties' respective confidentiality obligation described hereabove shall continue for a period of five (5) years following expiration or termination of this Agreement

7. LIMITED WARRANTY / LIMITATION OF REMEDIES AND LIABILITY:

The warranties and representations stated in this Agreement are exclusive, and in lieu of all other warranties, terms and conditions, express or implied. IQVIA warrants that it shall supply the Information Services with all reasonable skill and care.

The Information Services are provided on an "as is" basis without any further warranties of any kind. IQVIA does not warrant that the Information Services shall meet the present or future needs or objectives of Client and Client assumes sole responsibility for the use, selection, and suitability of the Information Services to its needs and objectives. In addition, IQVIA shall not be liable for any expressions of opinion, evaluations or forecasts contained within the Information Services. Where the Information Services are based on information provided by Client or a third party, IQVIA shall be entitled to assume that such information is accurate. Furthermore, Client warrants that it has full rights to supply to IQVIA any electronic file, database, data and/or other information transferred to IQVIA in connection with the performance of the Information Services. IQVIA shall be liable for the inaccuracy, incompleteness or late delivery of any Information Services, only when such inaccuracy, incompleteness or late delivery is the direct result of IQVIA's wrongful act. To the fullest extent permitted by law, IQVIA does not accept or assume responsibility to any person other than Client for any matter contained in or referred to in the Information Services or for any reliance placed on the information contained in the Information Services by any person other than Client.

IQVIA's liability for any claim arising out of or in connection with this Agreement shall be limited as follows:

- (a) IQVIA shall not be liable for any incidental, consequential or special damages, including but not limited to, lost business or anticipated savings, lost profits or third-party claims, whether foreseeable or not, even if IQVIA has been advised, knew or should have known of the possibility of such damages; and
- (b) IQVIA's total liability, if any, shall not exceed the total Fees (excluding VAT) paid by Client under this Agreement over the last twelve (12) months for the specific Information Service alleged to have caused the damage.

8. Force Majeure:

Except for the obligation to pay money, either party shall be excused from any delay or failure in performance under this Agreement caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, failure of performance by the other party, earthquake, labour disputes, riots, governmental requirements, inability to secure materials on a timely basis, failure of computer equipment, failures or delays of sources from which information or data is obtained and transportation difficulties. If IQVIA is prevented from providing the Information Services by a Force Majeure event, IQVIA shall give written notice to Client of the occurrence of such an event, and Client shall then be entitled to suspend its payments for the duration of the Force Majeure event.

9. DATA PROTECTION

In this clause, the term "Personal Data" is as defined in Data Privacy Laws, and "Data Privacy Laws" means the GDPR (Regulation (EU) 2016/679 of the European Parliament and the Council on the Protection of individuals with regard to the processing of personal data and on the free movement of such data) and applicable national data protection legislation, the Directive on Privacy and Electronic Communications 2002/58/EC, any national data protection laws and regulations enacted under those laws or otherwise, any successor laws and regulations as amended from time to time, and any and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction.

To the extent (if any) that either party receives or provides Personal Data in the course of performing or receiving Information Services, the parties agree that they will comply with the Data Privacy Laws applicable to its provision or receipt of such Personal Data.

IQVIA agrees that it will collect, store, use, disclose, and process Personal Data in connection with its performance of Information Services only in accordance with the Agreement and/or Client's written instructions, or as permitted or required by law.

Client agrees that any Personal Data relating to Client's employees, consultants and agents provided to IQVIA in connection with the performance of Information Services may be processed by IQVIA in connection with the administration and provision of Information Services, and to identify and inform Client (including Client's employees, consultants and agents) of additional IQVIA services which may be of interest to them.

10. MISCELLANEOUS:

Without prejudice to Paragraph 1 above, this Agreement constitutes the entire agreement between the parties on the subject matter of this Agreement, and supersedes all prior drafts, order forms or proposals, agreements and representations related to the subject matter of this Agreement, whether written or oral, and each party acknowledges that it has not relied upon any of the same. This Agreement shall constitute the sole applicable terms for the supply by IQVIA or the Information Services and no other conditions (such as general terms of purchase of Client) shall be applicable. For the avoidance of doubt, should IQVIA in its discretion accept the issuance of purchase orders, purchase order numbers or similar procedures at Client's request, this shall be solely for the administrative convenience of Client and any such documents or procedures shall not form part of this Agreement or affect any of the obligations of the Parties. This Agreement is not intended to benefit any third party. Client shall not without the prior written consent of IQVIA assign, transfer or otherwise delegate in whole or in part the benefit of or the rights under this Agreement. IQVIA shall be entitled to transfer, assign or sub-contract any or all of its rights/and or obligations under this Agreement to an affiliate or subsidiary company or to any purchaser of its business. No amendments or waiver of any of the provisions of this Agreement shall be binding upon the parties unless made in writing by authorised representatives of IQVIA and Client. The failure to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the other party of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement (or any part), or the right of either party thereafter to enforce each provision in accordance with the terms of this Agreement. All notices required pursuant to this Agreement shall be sent in writing by first cla

Reg. No. 03022416 ("IQVIA")

Certificate Of Completion

Envelope Id: BC444B51D07C4C21AD6B81E407D31006

Subject: Please DocuSign: DOH contract Sep 21 to Aug 23 2 year deal dated 7th July.pdf

Project Code (Enter 0 for non-billable projects): 0

IQVIA ID (Login ID):

Business Unit: None of the above Source Envelope:

Document Pages: 6 Signatures: 2

Certificate Pages: 5 AutoNav: Enabled

Envelopeld Stamping: Disabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Status: Completed

One IMS Way

Plymouth Meeting, PA 19462

IP Address: 185.76.230.249

Sent: 7/29/2021 2:00:41 AM Viewed: 8/10/2021 1:23:05 AM

Signed: 8/10/2021 1:23:36 AM

Record Tracking

Status: Original

7/29/2021 1:58:15 AM

Holder:

Signature

Initials: 0

Location: DocuSign

Timestamp

Signer Events

Finance Director

IQVIA

Security Level: Email, Account Authentication

(Required)

Signature Adoption: Pre-selected Style

Signature ID:

2A9D14DF-0AB4-4737-84F1-7BDCB2445652

Using IP Address: 195.81.254.177

With Signing Authentication via DocuSign password With Signing Reasons (on each tab):

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sent: 8/10/2021 1:23:37 AM Viewed: 8/10/2021 8:00:31 AM Signed: 9/2/2021 9:00:37 AM

Security Level: Email, Account Authentication (Required)

Signature Adoption: Pre-selected Style

Signature ID:

96791511-B690-4D2D-B53D-237306BC0A44

Using IP Address: 136.228.244.82

Electronic Record and Signature Disclosure:

Accepted: 8/10/2021 8:00:31 AM

ID: de4a9ae2-262d-48b2-b399-e6ca11f51d57

With Signing Authentication via DocuSign password With Signing Reasons (on each tab):

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/29/2021 2:00:41 AM
Certified Delivered	Security Checked	8/10/2021 8:00:31 AM
Signing Complete	Security Checked	9/2/2021 9:00:37 AM
Completed	Security Checked	9/2/2021 9:00:37 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Discl	osure	

CONSENT TO ELECTRONIC DELIVERY AND EXECUTION OF DOCUMENTS

From time to time, IQVIA ("we" or "us") may provide you certain written contracts, notices, disclosures, authorizations, acknowledgements or other documents (collectively, the "Documents") electronically. Please read this consent form carefully. It explains the terms and conditions under which such Documents are provided by us and executed by you electronically through your DocuSign, Inc. ("DocuSign") user account. If you consent to the delivery and execution of such Documents electronically, please click the "I Agree" button.

Documents will be sent to you electronically

If you consent to electronic delivery, Documents will be sent to your DocuSign user account. You may request a paper copy of documents previously made available through your DocuSign user account, but an additional charge may be incurred. Alternatively, you can download and print documents sent to your DocuSign user account. Unless otherwise noted, you can access a Document up to 30 days from the date we first sent the Document to you.

Withhold Consent or Withdrawing Consent to Electronic Delivery

If you withhold consent to electronic delivery or execution, or withdraw your consent at a later date, all Documents will be sent to your mailing address following our receipt of notice of such action. The following sections explain the consequences of withholding or withdrawing your consent to electronic delivery and execution of Documents, and also the procedures you must follow in order to effectuate delivery to your mailing address.

Consequences of Withdrawing Consent

By electing to only receive and execute Documents sent to your mailing address, we will not be able to carry out transactions or services as efficiently. For instance, some transactions or services require your express consent. We can perform these transaction or services only if we first receive an acknowledgement that indicates you received and consent to the Document related to the proposed transaction or service.

To withhold consent now or withdraw consent at a later date, please sign DocuSign's "Withdraw Consent" form on the signing page of your DocuSign user account. This will indicate that you have withdrawn your consent to receive Documents electronically. Once you sign the "Withdraw Consent" form, you will no longer be able to use your DocuSign user account to execute Documents electronically and we will send Documents to your mailing address. Withdrawal of consent does not affect the validity of any Documents previously executed electronically prior to such withdrawal of Consent. In addition, should you execute any Documents electronically, your execution of such Documents shall indicate your continued consent to execute such Documents electronically.

How to contact IQVIA:

If you would like us to send the Documents to a different e-mail address, request paper copies of Documents you have previously received electronically, or withdraw your consent to receive electronic documents, please follow the instructions below. If you have any other questions, please contact: DocuSignSupport@IQVIA.com 1. To advise IQVIA of your new e-mail address

If you would like your Documents sent to a different e-mail address, you must send an e-mail message to DocuSignSupport@IQVIA.com . In the body of the e-mail please state the following: (i) your previous e-mail address, and (ii) your new e-mail address. No other information is required.

In addition, you must notify DocuSign of your new e-mail address. Please log into your DocuSign user account, and follow the instructions to update your e-mail address.

2. To request paper copies from IQVIA

To request paper copies of Documents you have received previously through your DocuSign user account, send an e-mail to DocuSignSupport@IQVIA.com

In the body of the e-mail please state the following: (i) your e-mail address, (ii) full name, (iii) U.S. Postal address, and (iv) telephone number. Additional charges may apply for such paper copies.

3. To withdraw your consent with IQVIA

To withdraw your consent to receiving and executing Documents in an electronic format, you may do one of the following:

i. decline to sign a document from within your DocuSign user account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent; or ii. send us an e-mail to DocuSignSupport@IQVIA.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. No additional information is necessary.

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	 Internet Explorer (Windows Only) 8.0 or above – compatibility mode is supported only for 9.0 and above. ☐ Windows Edge Current Version Mozilla Firefox Current Version Safari (Mac OS only) 6.2 or above Google Chrome Current Version
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 Recommended
Enabled Security Settings:	Allow per session cookies
Mobile Signing:	Apple iOS 7.0 or aboveAndroid 4.0 or above

^{**} These minimum requirements are subject to change. If these requirements change, we will provide you with an e-mail message at the e-mail address we have on file for you at the time the hardware and software requirements are revised.

Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm you can access this information electronically and that you consent to receiving and executing Documents electronically on the terms and conditions described above, please let us know by clicking the "I Agree" button.

By clicking the "I Agree" button, you confirm that

- You can access and read this Consent To Electronic Delivery and Execution of Documents; and
- You can print on paper the disclosure or save or send the disclosure to a place where you can print it, for future reference and access; and

• Until or unless you notify IQVIA as described above, you consent to the delivery and