

"The Home Monitoring Service is funded by MSD as a service to medicine, delivered by Events4Healthcare Ltd"

LOAN AGREEMENT

This loan agreement (**Loan**) is a legal agreement between:

1. you (**patient** or **you**);
2. Merck Sharp & Dohme (UK) Limited of 120 Moorgate, London, EC2M 6UR, United Kingdom (**us, we, our**); and
3. Events 4 Healthcare Ltd, 3 Waterloo Farm Courtyard, Stotfold Road, Arlesey, Bedfordshire SG15 6XP
(**E4H**)

for the loan of the blood pressure monitor and cuff (**Monitor**) and associated documentation (together the **Equipment**). The Equipment is supported and the Blood Pressure Home Monitoring Pack service administered by E4H on our behalf.

A copy of the terms of this Loan is included with the Equipment.

IMPORTANT INFORMATION:

- **You must return the Equipment when requested and as instructed.**
- **For technical support please contact Events4Healthcare on [0800 0126055].**
- **Use of the Monitor and Equipment is at your own risk. All warranties are disclaimed to fullest extent permitted by law. In particular, no representation is made or warranty given, either expressly or by implication, in relation to the reliability, availability, completeness, correctness or functional capability of the Equipment or that the Equipment will be uninterrupted or error free. Please read clause 5 overleaf for full information about liability.**

Important notice:

- **By using the Monitor and Equipment you agree to the terms of the Loan, set out on the reverse of this document which will bind you. If you do not agree to the terms of the Loan, we will not loan the Equipment to you and you should please return the Monitor and Equipment. Note, however, you will still be able to receive your treatment from your designated clinic and they will monitor you from the clinic direct.**

AGREED TERMS

1. SUPPORT AND COMMUNICATION BETWEEN US AND YOU

- 1.1 If you require any technical support in relation to the monitor or the Equipment, please call E4H on [0800 0126055]. You will need to give E4H your pack reference number. However, please do not provide E4H with any personal information about yourself unless specifically requested to for reporting an adverse event.
- 1.2 If we have to contact you or give you notice in writing, we will do so via your healthcare professional in your PH centre. If you wish to contact us, please contact E4H on the number set out in clause 1.1 above.

2. LOAN

- 2.1 In consideration of you agreeing to comply with this Loan we will lend the Equipment to you on the terms this Loan to use the Equipment only in the UK and only in accordance with any CE approval, any instructions of use and all applicable laws, regulations, and governmental guidelines.
- 2.2 Risk of any loss, theft or damage to the Equipment will become your responsibility on delivery until the Equipment has been returned. You will keep the Equipment in good condition and repair (save fair wear and tear).
- 2.3 You shall: (a) not sell, sublet or part with possession or control of the Equipment; (b) not modify the Equipment; (c) not change, remove or obscure any labels or other markings which are on the Equipment; (d) immediately notify your PH centre or E4H of any loss, accident or damage to the Equipment.
- 2.4 The Equipment shall at all times remain our property, and you shall have no right, title or interest in or to the Equipment.

3. RETURN OF EQUIPMENT

- 3.1 We may at any time request, via your PH centre, the return of the Equipment. On such request all rights granted to you under this Loan shall cease and you must immediately contact your PH centre to organise the return of the Equipment.

4. PRIVACY

- 4.1 Only your PH centre can identify you from your participant number you provide on this loan agreement.
- 4.2 If you contact E4H, E4H may keep a record of that correspondence but E4H will not record any of your personal information save where you report an adverse event. E4H will not disclose any data E4H holds about you to us except for adverse event information. You have a right of access to any personal data which we or E4H hold about you. You also have the right to ask us to rectify or erase your data and restrict or object to the processing.
- 4.3 In the event any personal data is recorded, we are the data controller and E4H is the processor for the purposes of any applicable data protection law.
- 4.4 We will only be processing your personal data in order to comply with legal requirements, for reasons of public interest in the area of public health or if necessary in order to comply with regulatory requirements such as pharmacovigilance.
- 4.5 We and E4H will not disclose any data we or E4H hold about you to any third party, save for your PH centre and where we or E4H are under a duty to disclose or share such data in order to comply with any legal or regulatory obligation or request.
- 4.6 We will only retain your personal data for as long as it is necessary for us to comply with laws or regulations relating to pharmacovigilance. Currently, adverse events and reaction reports are retained for at least 10 years after the cessation of the marketing authorisation for a medicinal product.
- 4.7 If you have any questions about your personal data, you can write to us at Data Protection Officer, Merck Sharp & Dohme (UK) Limited, 120 Moorgate, London, EC2M 6UR, United Kingdom or at msdukdpo@msd.com. Further information on how we process your data can be found in our personal data rights notice at <https://www.msdprivacy.com/uk/en/>

- 4.8 If you have any complaints in relation to your data, do let us know. You also have the right to lodge a complaint with the Information Commissioner's Office, which is the UK data protection regulator. More information can be found on the Information Commissioner's Office website at <https://ico.org.uk/>

5. LIMITATION OF LIABILITY

- 5.1 Nothing in this Loan shall limit or exclude any liability for: (a) death or personal injury resulting from negligence; (b) fraud or fraudulent misrepresentation; and (c) any other liability that cannot be excluded or limited by law.
 - 5.2 The Equipment is only supplied for domestic and private use by you. You agree not to use the Equipment for any commercial, business or resale purposes, and we and E4H have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
 - 5.3 You are solely responsible for using the Monitor in accordance with its instructions.
 - 5.4 The Equipment is intended only as a support tool and is not a substitute for your own diligence and responsibility in monitoring your condition and seeking appropriate medical advice. The Equipment is not a substitute for medical advice or for any treatment. Questions and concerns regarding a medical condition should always be discussed with a qualified medical professional.
 - 5.5 The Equipment is provided "as is" and no representation is made or warranty given, either expressly or by implication, in relation to the reliability, availability, completeness, correctness or functional capability of the Equipment or that the Equipment will be uninterrupted or error free or that its use will not infringe any third party rights. You confirm that you will use the Equipment at your own risk. We and E4H disclaim all warranties to fullest extent permitted by law.
 - 5.6 Save as provided above, we and E4H shall not be responsible and shall have no liability for any adverse effects, or consequences or other damage, injury, loss or expense resulting from the use of or inability to use the Equipment. We and E4H are not responsible and shall have no liability for any error, omission or data in the Equipment.
 - 5.7 We are not obliged to make the Equipment permanently available and reserve the right to withdraw the Equipment or stop the service at any time.
 - 5.8 By signing this Loan, you confirm the exclusion of our and E4H's liability as stated in this clause 5, save where we or E4H (as applicable) have acted in a wilful or grossly negligent manner or as otherwise prohibited by law.
 - 5.9 If we and/or E4H are found to be liable to you, we and/or E4H are only responsible for loss or damage you suffer that is a foreseeable result of our and/or E4H's (as applicable) breach of this Loan or negligence, but we and/or E4H are not responsible for any unforeseeable loss or damage.
- ### 6. OTHER IMPORTANT TERMS
- 6.1 We may transfer our rights and obligations under this Loan to another organisation, but this will not affect your rights or our obligations under this Loan.
 - 6.2 If we fail to insist that you perform any of your obligations under this Loan, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
 - 6.3 Each of the conditions of this Loan operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
 - 6.4 No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
 - 6.5 Please note that this Loan, its subject matter and its formation, are governed by English law and are subject to the non-exclusive jurisdiction of the courts of England and Wales.