



Grünenthal UK Ltd. Transparency Disclosure Methodological Note for the reporting year 2024

1. Introduction

Grünenthal is committed to ensuring Transparency regarding our activities and interactions with all our stakeholders, and we encourage our stakeholders to act in the same way, as one of the four key principles underpinning the Association of British Pharmaceutical Industry (ABPI) Code of Practice (Code).

This document is intended to serve as a description of the methodologies used by Grünenthal in the preparation and disclosure of the Transfer of Value (ToV) data.

2. Scope: Payments to be disclosed

The following ToV categories are in scope for disclosure, in accordance with the 2024 Code (Clause 28) which are disclosed via the Mandatory disclosure template:

- a) Collaborative Working projects (Clause 20): Includes payments made to Healthcare Organisations (HCOs) in relation to projects which are made up of a shared contribution and / or pooling of resources for the benefit of patients, the National Health Service (NHS) and at a minimum help to maintain patient care. In cases where non-financial resources (goods / services) are provided in place of a financial contribution, a representative Fair Market Value (FMV) of the non-financial resources will be disclosed.

Such ToVs are disclosed via the Mandatory disclosure template, as well as a summary of the collaborative working agreement for each project, and outcomes of the project when they become available which are published on the Grünenthal UK public website:

<https://www.grunenthal.co.uk/>.

- b) Grants and Donations to HCOs (Clause 23): Includes payments, goods, services / other benefit in kind support provided to HCOs, and other organisations.

In cases where non-financial resources (goods / services / benefit in kind) are provided in place of a financial contribution, a representative FMV of the non-financial resources will be disclosed.

- c) Sponsorship payments to HCOs for meetings and events (Clause 10.12): Includes payments made to Healthcare Organisations or other organisations managing events on their behalf contributing to costs related to events.

- d) Fee for Service payments to HCOs (Clause 24.6): Includes payments made to Healthcare Organisations for contracted services such as speaking at / chairing meetings, participation at advisory boards, authorship engagements, and involvement in Research & Development projects, including non-clinical studies, clinical trials & non-interventional studies.

ToVs relating to Research & Development projects are disclosed on an aggregate basis only meaning the organisation is not named.

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- e) Fee for Service payments to Healthcare Professionals (HCPs) (Clause 24.6): Includes payments made to Healthcare Professionals and Other Relevant Decision Makers for contracted services such as speaking at / chairing meetings, participation at advisory boards, authorship engagements, and involvement in Research & Development projects, including non-clinical studies, clinical trials & non-interventional studies.

ToVs relating to Research & Development projects are disclosed on an aggregate basis only meaning the individual is not named.

- f) Support for HCPs to attend meetings and events (Clause 10.11): Includes payments for costs of an individual related to travel, accommodation and / or registration fees to support their attendance at an event organised or created by Grünenthal and / or a third-party organisation.

Patient Organisation disclosures

The following ToV categories are in scope for disclosure, in accordance with the 2024 Code (Clause 29) which are disclosed publicly via the Grünenthal UK public website

<https://www.grunenthal.co.uk/>, a link is also submitted via the relevant Disclosure UK gateway which directs visitors to the patient organisation disclosure information published on the company website:

- g) Grants and Donations to Patient Organisations (POs) (Clause 23): Includes payments, goods, services / other benefit in kind support provided to POs.

In cases where non-financial resources (goods / services / benefit in kind) are provided in place of a financial contribution, a representative FMV of the non-financial resources will be disclosed.

- h) Fee for Service payments to POs (Clause 24.6): Includes payments made to Patient Organisations for contracted services such as speaking at / chairing meetings, participation at advisory boards, authorship engagements, and involvement in Research & Development projects, including clinical trials & other medical / scientific studies.

ToVs relating to Research & Development projects are disclosed on an aggregate basis only meaning the organisation is not named.

- i) Sponsorship of POs, including to attend meetings and events (Clause 10.11): Includes payments for costs of an individual related to travel, accommodation and / or registration fees to support their attendance at an event organised or created by Grünenthal and / or a third-party organisation.

NOTE: for full definitions, please refer to the definitions section in Clause 1 of the Code.

3. How do we record and generate ToV data?

- For all ToVs in scope of the ABPI disclosure requirements, we have two key internal repositories, including our internal Customer Relationship Management Database (CRM) and our internal Finance Payments System.

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- We also require a signed contractual agreement to be in place and stored on our CRM for all ToVs.
- At the end of each calendar year a report of payments related to ToVs are generated from both the CRM and Finance Payment System, each record is reconciled from the CRM against the payment data and the associated contractual agreement is also checked to ensure that the values match, the agreement is signed, and consent to disclose is given (if required).

4. What legal basis is used to process ToV data at Grünenthal?

Consent

Where required, for individuals, for the calendar year 2024 the legal basis for processing and disclosure of ToV data for individuals is by “consent”, meaning that individuals such as HCPs can decline to give their consent to disclose at the point of signing a contractual agreement.

- If consent is given, the corresponding ToV data will be disclosed on an individual named basis.
- If consent is not given, the corresponding ToV data will be disclosed on an aggregate basis meaning the individual will not be named.

Legitimate Interests

Grünenthal formally moved to use “legitimate interests” as the legal basis for processing and disclosure of ToV data for individuals from January 2025, meaning that active consent will no longer be taken at the point of signing a contractual agreement and disclosure of ToV data for individuals will be by default.

Withdrawal of consent / personal data

Regardless of the legal basis used to process and disclose ToV data, individuals retain the right to withdraw their personal data from the information disclosed and can do so at any time in writing via email to ukdataprotectionofficer@grunenthal.com.

Individuals should refer to their contractual agreement with Grünenthal should they wish to exercise their Personal Data Rights.

5. What personal data disclosed alongside payment data?

The personal data disclosed alongside payment data related to individuals includes the title / salutation, forename, surname, institution (if relevant), and given business address.

In general, all data relating to individual HCPs & ORDMs are subject to validation via the IQVIA OneKey HCP reference data and as such Grünenthal will also report the OneKey ID reference number alongside the ToV data as part of the disclosure.

6. Under what circumstances are ToVs reported?

For the avoidance of doubt, all reportable ToV data is reported provided that a signed contractual agreement is in place.

Individuals

- ✓ On an individual named basis for HCPs & ORDMs where consent is given (if required).

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- ✓ By aggregate where consent is not given or withdrawn by an individual.
- ✓ By aggregate where the individual cannot be identified and is not known to Grünenthal for legal reasons.
- ✓ By aggregate if the individual is a patient or member of the public per clause 30.1.

Organisations

- ✓ On a named basis per organisation.
- ✓ On an aggregate basis for ToVs relating to Research and Development including clinical trials per clause 24.6.

7. Cross-border / international ToV data

Cross-border / international ToV data is generated when an individual or organisation from the United Kingdom (UK) receives a ToV from a Grünenthal Entity or Third-Party Intermediary / Organisation on behalf of Grünenthal outside of the UK.

All ToV data relating to cross-border / international engagements are captured and reported in the same way as ToV data generated nationally by Grünenthal in the UK, these are captured via the internal CRM & Finance Payment System, each record is reconciled from the CRM against the payment data and the associated contractual agreement is also checked to ensure that the values match, the agreement is signed, and consent to disclose is given (if required).

8. Mult-year contracts

ToV data relating to contracts over multiple years will be disclosed according to the calendar year in which payment is made.

9. External data sources

In circumstances where a Third-Party Intermediary / Organisation is contracted to organise and / or manage interactions / engagements with individuals and organisations by or on behalf of Grünenthal, which involve ToVs in scope for disclosure by Grünenthal, the steps for recording and processing the ToV data will be discussed and contractually agreed between Grünenthal and the Third-party.

If the Third-party will process ToVs on behalf of Grünenthal the data will be recorded and supplied to Grünenthal following a reconciliation process agreed between the two entities. OR, if Grünenthal will process the ToVs directly with the individuals and organisations, the normal internal process will be followed. The data will be reconciled with the Third-party (if required) to ensure the accuracy of the data.

10. VAT / other tax aspects

We publish the ToV paid as gross amounts, i.e. inclusive of VAT where applicable. All payments are handled in accordance with the contractual agreement between the recipient individual / organisation and Grünenthal, and all applicable tax laws.

ToV payment data disclosed by Grünenthal should not be used for tax declarations or any similar purpose.



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11. Currency

All ToV data in scope is published in Great British Pounds (GBP). If the original payment was not made in GBP, the value will be converted to local currency and the exchange rate details can be provided on a case-by-case basis.

12. Queries

Whilst every effort is made to ensure the accuracy of the ToV data disclosed, individuals and organisation can query their ToV data via the Disclosure UK portal following the initial data disclosure submission on 28th March 2025 up until the final publication of the data on 27th June 2025.

Grünenthal will respond to all queries in a timely manner to ensure that such matters are closed prior to the final publication.

13. Disclaimer

The ToV data disclosed by Grünenthal is recorded and processed via automated systems and processes, as well as manual data entry by internal and external sources. Every effort is made to ensure the accuracy and reliability of the data disclosed and is done so in good faith and with a “best efforts” approach to comply with the ABPI Code of Practice.

In the exceptional circumstances of the data disclosed being incorrect Grünenthal will make every effort to ensure that such matters are dealt with promptly and within the timeframes set by the authority.