Reporting of Transfers of Value to HCPs, HCOs and POs
Methodological Note for Reporting of 2024 Data in 2025

Papaloisou

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1. Introduction

Approach to disclosure at CGP

Collaborative working between medical professionals and healthcare organisations has long been a positive driver for advancements in patient care and the development of innovative medicine. Medical professionals and the organisations with whom they work provide the pharmaceutical industry with valuable, independent and expert knowledge derived from their clinical and disease management experience. Furthermore, as the primary point of contact with patients, the medical professional can offer invaluable expert knowledge on patient outcomes and therapy management. This helps to adapt our products to better suit patients and thereby improve patient care overall.

Healthcare professionals and organisations should be fairly compensated for the services they provide to pharmaceutical companies. The EPFIA Code of Practice provides accuracy and transparency in disclosing the scope and value of such collaborative work, and it will become an important step towards building greater trust between the pharmaceutical industry, medical community and patients.

As a representative of Pharmaceutical Companies, members of EFPIA, C. G. Papaloisou (CGP) is committed to transparency around interactions with Healthcare Professionals (HCPs), Healthcare Organisations (HCOs), and Patient Organisations (POs), and that these are captured and reported in line with all applicable local transparency requirements.

Pharmaceutical companies are obliged to publish at their websites as well as at the website of KEFEA, the provisions that they offer, in each case, to Healthcare Professionals (HCP) and HealthCare Organizations (HCOs).

CGP voluntarily discloses payments and provisions to HCPs/HCOs/POs, such as donations, subsidies, contribution to events' costs and payment for advisory and other services, centrally or individually, depending on each case. Respectively, CGP shares with KEFEA data related with payments and provisions to Healthcare Professionals (HCP), HealthCare Organizations (HCOs) and Patient Organisations (POs), in order to be published also on the KEFEA website.

CGP's own policies are fully aligned with the aims of the EFPIA Code of Practice and its local interpretation in the KEFEA Code of Practice – to promote ethical and transparent interactions with the Healthcare community. Our interactions with HCPs/HCOs/POs are governed by the KEFEA Code of Practice which requires that we run every part of our business with integrity and refuse to give or receive anything of value that may be intended or could be seen as improper influence.

Producing transparency reporting is an opportunity for CGP to demonstrate its commitment to the values and principles behind the EFPIA Code of Practice and other transparency requirements in Europe.

The objective of this note is to explain CGP's approach to disclosure, to include key definitions, the scope of disclosed activities and key elements of the process followed to capture and report data.

The entity included in reporting for Cyprus is: C.G. Papaloisou Ltd
For Cyprus, disclosure is made at the www.papaloizou.com website and the KEFEA website (http://kefea.org.cy/)

2. Definitions

2.1. Recipients

2.1.1. Definition of an HCP

The definition of an HCP in Cyprus is:

Any natural person that is a member of the medical, dental, pharmacy or nursing professions or any other person who, in the course of his/her professional activities, may prescribe, purchase, supply, recommend or administer a Medicinal Product and whose primary practice, principal professional address or place of incorporation is in Cyprus. For the purpose of this Code, the definition of HCPs includes: (i) any official or employee of a government, agency or other organisation (whether in the public or private sector) that may prescribe, purchase, supply, recommend or administer Medicinal Products and (ii) any employee of a Member Company whose primary occupation is that of a practising HCP, but excludes all other employees of a Member Company and a wholesaler or distributor of Medicinal Products.

Definition of an HCO

The definition of an HCO in Cyprus is:

Any legal person/entity (i) that is a healthcare, medical or scientific association or organisation (irrespective of the legal or organisational form) such as a hospital, clinic, foundation, university or other teaching institution or learned society (except for POs within the scope of Article 21) whose business address, place of incorporation or primary place of operation is in Cyprus or (ii) through which one or more HCPs provide services.

2.1.2. Definition of a PO

The definition of a PO in Cyprus is:

A non-for-profit legal person/entity (including the umbrella organisation to which it belongs), mainly composed of patients and/or caregivers, that represents and/or supports the needs of patients and/or caregivers and which business address, place of incorporation or primary place of operation is in Cyprus.

2.2. Kind of ToVs

2.2.1. Donations and Grants

CGP provides support for medical or scientific education, advances in medical or scientific research, health or healthcare systems or disaster relief through financial or non-financial ToVs to legitimate, established organisations.
CGP can provide this support through:

- Contributions or Sponsorships (or referred to as Grants) to support initiatives in HCP Education, including education about healthcare systems and practices, Medical or Scientific Research, or Partnerships.
- Donations to a non-profit or public sector healthcare organisation (HCO) or Patient Organisation (PO) intended to support their charitable mission and activities.

Donations to HCOs or POs can be both monetary and donations in kind. Product Donations subject to the applicable law are given in circumstances of national emergency, international

or national disaster relief or other genuine public health need. Principal Pharma Companies charitable product donations and processes are aligned to the World Health Organisation (WHO) Guidelines for Drug Donations.

2.2.2. Sponsorship Agreements

CGP gives contributions, through financial or non-financial support to legitimate, established organisations for medical or scientific education of external stakeholders, organizing or hosting educational or scientific events (including independent congresses). These contributions aim to increase the scientific or educational quality of the event and/or support with logistics in modest venues or with incidental hospitality, in line with CGP's own ethical principles. The mandatory Sponsorship Agreements will describe the purpose of the sponsorship and for what the funds are to be used.

Sponsorship packages may also include satellite symposia and the sponsoring of speakers or faculty.

ToVs are made to either the HCO directly or to an event organizer or other third party appointed by the HCO to manage the event. In all cases, ToVs are disclosed against the HCO that ultimately benefits. Where contributions made to HCOs include support for travel & accommodation for HCPs to attend Independent Congresses and the HCPs benefiting from this support are unknown, this payment will be assigned to the EFPIA category "Sponsorship Agreements".

2.2.3. Registration Fees

As part of support to continuous medical education, CGP provides support to HCOs or HCPs to cover the costs of registration fees for HCPs to attend selected independent congresses and where provided to HCOs, also for other educational/scientific events.

Where these are provided to HCOs, CGP is not involved in the selection of the HCPs.

Where these are provided to individual HCPs, the purpose of the support is to enable delegates (max two per year):

- to attend presentations or participate in scientific exchange on significant developments related to CGP-represented products or uses or related to Principal Pharma Companies' scientific research; or,
- to support the performance of a contract for services.

All arrangements are generally paid directly to travel and/or accommodation providers or organiser.

2.2.4. Travel and Accommodation

As part of support to continuous medical education, CGP provides support to HCOs or HCPs to cover the costs for Travel and Accommodation for HCPs to attend selected independent congresses and/or CGP-Organised Meetings and where provided to HCOs for other educational/scientific events.

These costs can include costs of flights, trains, hotel accommodation, taxis, bus transfers, and other travel costs.

Costs for ground transportation (for example bus or taxi) that are organised for group transportation and not assigned to certain HCPs are reported in aggregate, but where the identity of the HCPs is known, these are split by HCP.

2.2.5. Fees for Service and Consultancy and Related Expenses

CGP engages an HCP/HCO/PO for services when there is a genuine and legitimate business need and where the HCP/HCO/PO is qualified and appropriate to provide the services. These services are paid with a Fee for Service at Fair Market Value.

These services can include:

- Speaking at and chairing meetings
- Training services
- Participation at advisory board meetings
- Medical writing
- Data analysis
- Development of education materials
- General consulting/advising
- Services performed in connection with a third-party congress
- Retrospective Non-interventional studies
- Participation in market research where such participation involves remuneration and/or travel. Payments for these services are only disclosed if CGP is aware of the identity of those participating in the market research.

As part of the written Fee for Services Agreement, related expenses can be paid for and can include costs of flights, trains, car hire, tolls, parking fees, taxis, bus transfers, and hotel accommodation. All costs are paid by CGP to travel and or /accommodation providers or meeting organizers (where relevant).

2.2.6. Research and Development

All ToVs related to the planning or conduct of non-clinical studies, clinical trials and non-interventional studies performed by CGP or by Clinical Research Organisations on CGP's behalf that are prospective in nature are considered Research & Development ToVs and are reported on an aggregate basis.

Retrospective non-interventional studies or other studies that are not submitted to authorities as per local drug law do not fall under the category of R&D activities. The ToVs related to those studies will be reported as Fee for Service under name of the individual recipient.

3. Scope of disclosure

3.1. Products concerned

Only ToVs relating to prescription medicines are being disclosed.

3.2. Excluded ToVs

3.2.1. Hospitality costs

As per Art 10 of the EFPIA Code of Practice, hospitality costs are not disclosable if in line with the limits set within the national association. CGP applies these limits for CGP-Organised & Sponsored Meetings, and therefore costs of meals & drinks are excluded. However, where

meals and drinks make up an integral and inseparable part of contributions to the cost of events or sponsoring as part of Sponsorship Agreements with HCOs, they have been included in Contributions to Cost of Events.

3.2.2. Informational and educational materials and items of medical utility

As per Art 17 of the EFPIA Code of Practice, items of medical utility for HCPs and informational and educational material are not disclosed where "The transmission of informational or educational materials is permitted, provided it is: (i) “inexpensive”; (ii) directly relevant to the practice of medicine or pharmacy; and (iii) directly beneficial to the care of patients."

3.2.3. Logistical costs

Logistical costs related to CGP-Organised Meetings (for example room hire, technics, personnel) are excluded. However, ToVs to participants, such as support for travel and accommodation or speaker fees to HCPs are included in the relevant cost category.

3.2.4. Donations to charitable organisations & patient organisations

All ToVs to non-HCO organisations are out of scope and excluded for example charitable organisations.

All ToVs to Patient Organisations are in scope for reporting as outlined in the EFPIA Code of Practice.

3.3. Date of ToVs

Where the ToV is a payment, values are reported on the date of the payment. Payments made in 2024 for activities related to 2023 are included

Where ToVs relate to multi-year contracts, only the ToVs made in the reporting year are included.

Where the ToV is a benefit in kind, values are reported on the date the recipient received the benefit.

3.4. Direct ToVs

The natural or legal person that holds the bank account on which the money is transferred is considered the recipient of the ToV and will be disclosed.

Direct ToVs are captured in the accounting software, SAP business one. They are then mapped to the appropriate EFPIA disclosure activity category for reporting.

3.5. Indirect ToVs

3.5.1. Indirect ToVs through third parties for R&D Services

Where a third-party providing services for R&D activities acts on behalf of Principal Pharma Companies to make ToVs to HCPs/HCOs, these are within scope and are reported at an aggregate level under R&D (as long as their activities fall within the scope of the definition of R&D activities).

3.5.2. Indirect ToVs through PCOs

Contributions provided to Events through PCOs, that would therefore be the Recipient of the ToVs, are considered as indirect ToVs. ToVs through PCOs are reported either in the name of benefitting HCO, or in the name of Recipient PCO if the HCO is unknown. This applies whether PCOs organise Events on their own initiative, or at the request of an HCO.

Contribution to costs related to Events paid through PCOs to the benefit of individual HCPs are reported on an individually named basis, as Indirect ToVs to HCPs, or in the name of Recipient PCO if the HCP is unknown. Disclosures on an individual name's basis are subject to appropriate consent; where such consent cannot be secured, related ToVs will be disclosed in aggregate.

3.5.3. Indirect ToVs through HCOs

Where ToVs are made to an individual HCP indirectly via an HCO, these will be disclosed against the HCP in line with local association guidelines.

3.5.4. Indirect ToVs through other third parties

Where third parties are appointed by an HCO to manage an event, and where the HCO ultimately benefits from that ToV, these ToVs are disclosed against the HCO. Where an event is organised on behalf of multiple HCOs without clarity on allocation, the value is divided equally between the HCOs.

Where third parties are appointed by CGP to make travel and accommodation arrangements for HCPs who are providing services or are supported to attend events, these ToVs are disclosed against the HCP.

Any additional administration fees charged by agencies are not included, as these are not ToVs to HCPs or HCOs.

3.5.5. Indirect ToVs through third parties for diagnostic and lab services

CGP is not involved in the selection of HCPs or HCOs who are engaged by third parties for diagnostic and lab related services.

Where a third party providing diagnostic or lab services acts on behalf of CGP and makes ToVs to HCP(s) or HCO(s), CGP will make reasonable effort to secure the disbursement information from the third party and disclose the ToVs against the respective HCP(s) or HCO(s) as Research & Development.

3.6. ToVs in case of partial attendances or cancellation

Where an HCP/HCO does not receive the benefit due to a no show or a cancellation of event, the associated costs are not reported, such as the cost of cancelling a hotel booking or accommodation. In case of partial attendance, only the benefits actually received are reported.

Where CGP has to pay cancellation fees to HCP/HCOs as per service contracts, due to cancellation of initiatives or events, these payments are reported.

3.7. Cross-border activities

3.7.1. Cross-border activities

CGP makes their best efforts to capture and report all ToVs to HCPs, HCOs, and POs with their primary practice in a country with EFPIA Code of Practice and/or other cross border transparency reporting requirements. The country of disclosure will be determined by the address of principal practice for HCPs and the address of registration for an HCO.

4. Specific considerations

4.1. Unique identifier

CGP assigns a journal entry in each payment that is unique. Also, reconciliation of accounts with the ToV reporting is made to ensure accuracy and completeness. For HCPs we use the HCP registration number with the Pancyprian Medical Association. For HCOs and POs we use just their official name.

4.2. Self-incorporated HCP

Where a self-employed HCP is incorporated in a legal entity that consists of only that one HCP, this is considered as an HCO, but remains subject to providing consent, as per data privacy recommendations.

If an HCP is "self-employed" but has not set up a legal entity, they are treated as an individual HCP.

5. Consent management

5.1. Consent collection

5.1.1. HCO and PO consent

In Cyprus HCOs are reported without the need for a consent as the disclosure is mandatory Further to the report of HCOs, and for clarification purposes, POs may be also reported without any need for a prior consent. Furthermore, HCOs and POs are legal entities and therefore any information relating to them does not classify as personal data.

5.1.2. HCP consent

In Cyprus, the consent of the HCPs is sought. Pharmaceutical companies are obliged to disclose on their website and on KEFEA website, any ToV to HCPs and HCOs, either on an aggregated or on an individual basis

However, according to the applicable data protection legal framework, HCPs have the right to access, object, rectify, erase, or restrict processing, as well as the right to data portability, pursuant to articles 16-21 of the General Data Protection Regulation 2016/679 and articles 54-58 of Law 4624/2019. Subjects can exercise their rights by post or email, as it is described at 5.2.

5.2. Management of recipient's requests

Requests or disputes are managed at a local level. HCPs or HCOs should email privacy@papaloizou.com or call 22 490305 if they believe any data reported is inaccurate. CGP commits to resolving disputes and republishing if required within 30 days of receiving notification of the dispute.

6. Disclosure form

6.1. Disclosure platform

Disclosure of provisions takes place at the website of the Company www.papaloizou.com . According to the applicable law, the Company will share with the KEFEA , the data disclosed as described, pursuant to any regulatory directives issued from time to time, as they are published at its website.

6.1.1. Date of publication

The date of publication for Cyprus, for 2024, is 30 June 2025 and will take place centrally or/and individually, depending on each case, and in line with EFPIA requirements.

6.1.2. Retention of data

CGP maintains relevant records of the disclosures for a minimum of 10 years. The data uploaded at the website of the Company will remain uploaded for a time period up to three (3) years.

6.2. Disclosure language

Disclosure is made in Greek or English language as per local requirements.

7. Disclosure financial data

7.1. Currency

Disclosure will be made in Euro.

7.2. Value Added Tax (VAT) and other taxes

VAT and withholding taxes are excluded.

This disclosure does not authorize or enable any user of our website or the KEFEA website to further process the personal data of Healthcare Professionals.