CASE/0265/08/24

COMPLAINANT v THERAMEX UK LTD

Promotional activities at an international conference

CASE SUMMARY

This case was in relation to Theramex UK Ltd activities at a reproduction and embryology conference in 2023. The complainant alleged that Theramex provided misleading information about Yselty (linzagolix) and failed to provide obligatory information for its medicines promoted at the exhibition booth.

Theramex accepted the Panel's rulings of breaches of the Code except for Clause 2, which it appealed.

Theramex's appeal of a breach of Clause 2 was unsuccessful. On receipt of the Appeal Board's ruling, Theramex communicated that it would no longer accept the jurisdiction of the PMCPA and left self-regulation. Should Theramex request to re-join self-regulation in the future, it would be required to provide an undertaking and assurance in relation to the Appeal Board's ruling. The complainant and the Medicines and Healthcare products Regulatory Agency (MHRA) were informed of the position.

The outcome under the 2021 Code was:

Breach of Clause 2 [Panel's breach ruling upheld at appeal]	**Bringing discredit upon, and reducing confidence in, the pharmaceutical industry**
Breach of Clause 5.1	**Failing to maintain high standards**
Breach of Clause 6.1	**Providing misleading information**
Breach of Clause 11.2	**Promotion inconsistent with the SPC**
Breach of Clause 12.1 (x3)	**Failing to include prescribing information**
Breach of Clause 12.9	**Failing to include an adverse event reporting statement**

No Breach of Clause 6.1	**Requirement that claims must not be misleading**
No Breach of Clause 17.1	**Requirement that representatives must be given adequate training and have sufficient scientific knowledge to enable them to provide full and accurate information about the medicines which they promote**

This summary is not intended to be read in isolation.
For full details, please see the full case report below.

FULL CASE REPORT

A complaint about Theramex UK Ltd was received from a contactable complainant who described themselves as a doctor.

COMPLAINT

The complaint wording is reproduced below:

> "I am writing to formally express my deep concern and disappointment regarding my experience with the Theramex booth at the European Society of Human Reproduction and Embryology (ESHRE) conferences in 2023 and 2024.
>
> During my visit to the ESHRE conference in 2023 in Denmark, I was pleased to encounter the Yselty (linzagolix) booth organized by Theramex. As a healthcare professional treating fertility challenges, I was eager to learn more about how linzagolix could benefit my patients in the UK.
>
> At the booth, I spoke with a Theramex representative who appeared to be in a high-ranking position, possibly [a senior commercial employee]. This individual assured me that linzagolix could help patients experiencing difficulty conceiving, particularly those struggling with endometriosis, uterine fibroids, or diseases affecting the endometrium. Furthermore, I was informed that data related to the use of linzagolix in fertility would soon be available and that it would be shared at the 2024 ESHRE meeting.
>
> With these reassurances in mind, I decided to attend the ESHRE conference in 2024 in the Netherlands, expecting to receive the promised data and further insights into the use of linzagolix in fertility treatments. However, to my dismay, there was no linzagolix booth present, only the other fertility products that Theramex was promoting. When I inquired with one of the representatives about linzagolix, I was told that there was no data available regarding its use in fertility and that this was the reason for the absence of a linzagolix booth at the conference.
>
> I am extremely disappointed and feel that Theramex has misled me. It is concerning that a pharmaceutical company would promote a medication at a fertility and embryology conference without having any relevant data to support its use in fertility. This raises serious questions about the motives behind such a promotion, especially when the product in question is not licensed for fertility use. The Summary of Product Characteristics (SPC) for linzagolix clearly states that pregnancy must be ruled out before initiating treatment (it is a contraindication), further highlighting the inappropriateness of its promotion in this context.
>
> This situation not only undermines the trust that healthcare professionals place in pharmaceutical companies but also raises significant concerns about patient safety. I strongly believe that this matter warrants further investigation by the Medicines and Healthcare products Regulatory Agency (MHRA), as it appears to be a clear case of misleading promotion.
>
> I kindly request that Theramex provide a detailed explanation of the rationale behind promoting linzagolix at the 2023 ESHRE conference despite the absence of relevant

fertility data. Additionally, I urge you to take immediate steps to ensure that such misleading practices are not repeated in the future.

I look forward to your quick reply and hope that the right action will be taken to address this matter."

Further information from the complainant

"I am writing to express my gratitude for your time and effort in investigating the concerns I previously raised. I truly appreciate the additional time you have provided me to gather further evidence and information to this case.

Upon conducting further research, I have identified (via a web search) that the individual who spoke to me at the ESHRE 2023 conference was [named person], [named job title]. [They] discussed the potential benefits of linzagolix in aiding fertility for patients with specific diseases of the endometrium, along with other matters I raised previously.

I have taken the opportunity to review the Code of Practice, especially in relation to patient safety. I must commend both the PMCPA and ABPI for establishing precise and robust guidelines that uphold the integrity and safety of the pharmaceutical industry.

However, my review has led me to observe several potential omissions at the Theramex booths during the conference. Specifically, there appeared to be a lack of adequate information regarding adverse event reporting for the products being promoted, such as Ovaleap, Ovamex and linzagolix, a product with a black triangle. Given the critical importance of capturing and reporting safety data, a principle emphasized in training courses by the EMA and MHRA that I have attended over the years, these omissions are very concerning.

The absence of clear guidance on how healthcare professionals should report any adverse events related to these products raises questions about Theramex's commitment to patient safety. Ensuring that all promotional materials include necessary safety statements and information on reporting mechanisms, such as the Yellow Card scheme, is fundamental to maintaining high standards of pharmacovigilance and patient care.

I kindly request that you look into these matters to ensure compliance with the established codes and uphold the standards that protect healthcare professionals and patients alike.

I am available to provide further information or clarification that may assist your investigation."

Further information from the complainant

"Thank you for responding to my email. I am writing to provide an account of my observations from the ESHRE 2023 conference, based on my recollection as requested. While my memory may not be entirely precise, I believe it is important to share the details I can recall in case they may be relevant to your investigation.

At the event, I remember seeing a panel dedicated to biosimilars accompanied by a brochure, both of which had QR codes. I recall using the QR codes, which linked to products from Theramex. In addition to this, there were other promotional booths/ panels, particularly for Ovamex and Ovaleap.

The Ovamex and the Ganirelix panels had a distinctive green confetti pattern. The Ovaleap booth prominently featured images of the injector pen. However, I did not notice any information on adverse event reporting or yellow card notifications at the Ovaleap booth. Additionally, based on my recollection, the materials on display at these booths did not appear to include what the Code describes as prescribing information, which is crucial for patient safety from what I understand after reading the Code in light of my initial complaint.

I apologise if any details I've provided are incorrect, and I regret not retaining any brochures or materials from the meeting for reference. I appreciate your time and attention to this matter and am confident that your investigation will ensure that all promotional practices adhere to the highest patient safety standards.

Thank you once again for your diligence in addressing this issue."

When writing to Theramex, the PMCPA asked it to consider the requirements of Clauses 2, 5.1, 6.1, 11.2, 12.1, 12.9 and 17.1 of the 2021 Code.

The case preparation manager noted that the complaint related to matters which pre-dated Theramex agreeing to comply with the Code and accept the jurisdiction of the PMCPA. The PMCPA does accept such complaints if the matters raised are covered by UK law. If the company would rather the complaint be dealt with by the MHRA, then the PMCPA would refer the complainant to the MHRA. If the company agrees for the complaint to be dealt with under the Code, only matters relating to requirements of UK law are taken forward; any matters relating solely to Code requirements (and not to UK law) are not considered.

THERAMEX'S RESPONSE

The response from Theramex is reproduced below**.**

"We accept the approach you outlined regarding jurisdiction: for activities predating our formal acceptance of PMCPA jurisdiction, we respond under the 2021 ABPI Code to the extent that UK-law-mirrored requirements are engaged.

The original complaint was received by a doctor who attended the European Society of Human Reproduction and Embryology (ESHRE) conferences in 2023 and 2024, which took place in Denmark and the Netherlands respectively.

Theramex takes its obligations under the ABPI Code of Practice very seriously. However, while we have appropriate policies and procedures in place, we acknowledge that some activities carried out at ESHRE 2023 may not have met the requirements of the Code and our own company procedures.

We are committed to doing better wherever we fall short and are grateful for the opportunity to provide further clarity and to set out the steps we have taken.

Company structure

Theramex is a global business based in the United Kingdom, focusing on Women's Health. Its Global Headquarters ('Global HQ') is responsible for the organisation of all international conferences such as ESHRE. In this particular case, the individual medical signatory who approved/ certified the stand materials as being suitable for international use was the then [senior medical employee] at Theramex and a member of the HQ team, not the UK affiliate team. The administrative organisation of ESHRE in 2023 and 2024 was the responsibility of a member of the Global Fertility team who was an employee of Theramex Switzerland (and based in Switzerland).

Complaint recap

The complainant has raised concerns regarding two very separate areas: one concerning the promotion of linzagolix and the other, a lack of adequate adverse event reporting and provision of prescribing information at the Theramex promotional booths at ESHRE 2023. To address these complaints more clearly, we shall separate our response into two subjects (Linzagolix and the Fertility Booth) when responding to the Clauses cited in your letter dated 7 August.

Linzagolix

The complainant states that they visited the Yselty (linzagolix) booth panel at the ESHRE 2023 conference to learn more about how the product could benefit their patients in the UK.

They explain that a Theramex representative, assured them that linzagolix could help patients experiencing difficulty conceiving; particularly those struggling with endometriosis, uterine fibroids, or diseases affecting the endometrium. The complainant also says that they were told that data related to the use of linzagolix in fertility would soon be available and that it would be shared at the ESHRE 2024 meeting.

The complainant mentioned that these interactions with a named Theramex employee (who they subsequently identified as [named employee]) encouraged them to attend the ESHRE conference in 2024, in the expectation that they would receive the promised data and would obtain further insights into the use of linzagolix in fertility treatment. During the ESHRE 2024 conference, when they asked one of the representatives about linzagolix, they were told that there was no data available regarding its use in fertility and that this was the reason for the absence of a linzagolix booth at the conference.

The Theramex/ Fertility Booth

The complainant has also claimed that there was a lack of adequate information in the form of adverse event reporting for the promoted fertility products, namely Ovaleap and Ovamex (also marketed as Ganirelix), and that this was prejudicial to patient safety. The complainant provided a detailed description of the booth panels that promoted the portfolio of fertility products.

Finally, the complainant noted that there was a biosimilar panel with an accompanying leave piece at the booth and that both materials (biosimilar panel and leave pieces) had QR codes which linked to products from Theramex.

Rationale for Theramex's presence at ESHRE 2023 and 2024 conferences

Fertility Portfolio

Given the importance of ESHRE in the field of human reproduction and embryology, it was decided to have a promotional booth at the conference focusing on Theramex's range of fertility products. Theramex is currently promoting the following medicines (and their respective indications) in this area:

- Ovaleap 300 IU/0.5ml, Ovaleap 450 IU/0.75ml, Ovaleap 900 IU/1.5ml solution for injection (licenced obtained September 2013)
    - In adult women
        - Anovulation (including polycystic ovarian syndrome) in women who have been unresponsive to treatment with clomifene citrate.
        - Stimulation of multifollicular development in women undergoing superovulation for assisted reproductive technologies (ART) such as in vitro fertilisation (IVF), gamete intra-fallopian transfer and zygote intra-fallopian transfer.
        - Ovaleap in association with a luteinising hormone (LH) preparation is recommended for the stimulation of follicular development in women with severe LH and FSH deficiency. In clinical trials these patients were defined by an endogenous serum LH level < 1.2 IU/L.
    - In adult men
        - Ovaleap is indicated for the stimulation of spermatogenesis in men who have congenital or acquired hypogonadotropic hypogonadism with concomitant human chorionic gonadotropin (hCG) therapy.
- Ovamex 0.25mg/ 0.5ml solution for injection (Ovamex is also marketed as Ganirelix in the EU, the licence was obtained in May 2022)
    - Ganirelix is indicated for the prevention of premature luteinising hormone (LH) surges in women undergoing controlled ovarian hyperstimulation (COH) for assisted reproduction techniques (ART).
    - In clinical studies Ganirelix was used with recombinant human follicle stimulating hormone (FSH) or corifollitropin alfa, the sustained follicle stimulant.

Linzagolix

Yselty (linzagolix) received a license from the European Medicines Agency (EMA) for the treatment of moderate to severe symptoms of uterine fibroids in adult women of reproductive age on 14th June, 2022. The Medicines and Healthcare products Regulatory Agency (MHRA) granted the UK marketing authorisation via the European Commission Decision Reliance Procedure on 27th June 2022. Following this approval, it was decided to have a panel at the ESHRE 2023 conference which would provide information about this recent addition to Theramex's women's health portfolio.

While the ESHRE congress is a flagship event for Health Professionals who specialise in fertility, it is also attended by practitioners who operate more generally in the field of uterine health, and who would be interested in a product such as linzagolix.

[Named employee] who was the most experienced Theramex employee involved with Linzagolix at that time, was chosen to be present at ESHRE to better understand the treatment pathway for patients with uterine disease and to network with leading key opinion leaders within the field. [They were] not on the promotional stand and spent most of the conference gathering scientific knowledge during the sessions, as well as insights from key stakeholder in the field of uterine disorders.

[Signatory details provided for the event material]

Response to the alleged breaches of clauses 17.1, 12.9, 12.1, 11.2, 6.1, 5.1 and 2 of the ABPI Code of Practice 2021

Theramex takes its obligations under the ABPI Code of Practice very seriously and immediately launched an internal review upon receipt of this complaint in August 2024. We will address each of the complainant's claims according to the relevant clause(s) of the ABPI Code of Practice 2021.

Clause 17.1 (Representative must be adequately trained) Yselty

The Yselty [senior global commercial employee] [named] is a highly experienced pharmaceutical executive with over 20 years industry experience. As the complainant alleged, [they were] at the stand, when the complainant approached. We have checked our records, and interviewed [them] regarding this matter, and can confirm that [they] had received adequate product and therapy area training prior to attending the conference. As stipulated above, [their] primary role was to understand the treatment pathway of patients with uterine disorders and engage with key stakeholders as [their] role as the [senior global commercial employee] for Yselty.

In addition, [they] confirmed that all conversations at the Yselty booth panel were conducted within the licensed indication for linzagolix and restricted solely to endometrial health. All staff were reminded of their duty to act with high levels of professionalism, integrity and ethical conduct, in line with our internal Code of Conduct and Sponsorships of Congresses and Educational Events SOP.

Fertility

All the fertility franchise representatives had been adequately trained on their respective products, and, following interviews held with the relevant individuals, we can confirm that all conversations that took place were conducted appropriately. All these representatives were further reminded of their duty to act with high levels of professionalism, integrity and ethical conduct, which is in line with our internal Code of Conduct and Sponsorships of Congresses and Educational Events SOP.

We therefore do not believe there has been a breach of Clause 17.1 of the Code.

Clauses 12.9 and 12.1 (Prescribing information and other obligatory information) Linzagolix

Having reviewed all the relevant materials in detail, we can confirm that regrettably the Yselty SPC and booth panel did not display all the particulars required for promotional materials. Specifically, the prescribing information and the adverse event reporting statement were absent

from this panel. The mandatory information for promotional material was not consistently applied throughout all the exhibited material due to human error and a misinterpretation of which appropriate Code should be applied (home vs host country).

The promotional materials for Linzagolix did undergo approval by the appropriate medic (see above).

Fertility

Given the focus of the conference on fertility, the majority of the Theramex booth was devoted to Theramex's fertility portfolio.

The materials for the fertility franchise (Ovaleap video, Ganirelix booth panel, Ovaleap stand, Ovaleap panel artwork, Ovaleap booth visuals, underwent approval but regrettably a review of the panels that were used at the booth indicated that we had not referenced the adverse event reporting statement/ prescribing information consistently throughout the exhibited materials. This too was a misinterpretation of which appropriate Code should be applied (home vs host country).

Therefore, we acknowledge that we have perhaps fallen short of Clauses 12.9 and 12.1 of the Code.

Clause 11.2 (Pre-licence promotion and the need to promote in line with the product marketing authorisation)

Yselty

As explained above, at the 2023 ESHRE congress, Theramex did include a promotional panel on Yselty giving details of its EMA marketing authorisation, namely its indication for the treatment of moderate to severe symptoms of uterine fibroids in adult women of reproductive age. Having spoken to [name] who was the individual named in the complaint we are confident that all discussions regarding Yselty were restricted to its approved indication.

Fertility

The fertility panels did not have their respective product indications. However, we are confident that the fertility products were promoted according to their respective marketing authorisations.

The fertility sales representatives were also briefed appropriately to ensure their activities were compliant with the Code and our own procedures. In addition, they were clearly instructed that any queries regarding Yselty should be directed to the individual named and [their] medical colleague.

We therefore do not believe there has been a breach of Clause 11.2.

Clause 6.1 (Information, claims and comparisons must be accurate, fair, balanced and not misleading)

Yselty

All materials (a copy of the products Summary of Product Characteristics and prescribing information were available if requested) used at the Yselty booth panel, and all discussions which took place there, were restricted to the approved indication for the product.

We therefore do not believe there was a breach of Clause 6.1.

The complaint has made no comment specifically regarding the Fertility material in regard to Clause 6.1, so we have no comment on the subject.

Clause 5.1 (High standards)

While all the material used at the ESHRE 2023 conference was reviewed and approved by the appropriate individuals, we recognise that there may have been instances where the materials may not have fully met the standards expected under the ABPI Code and under our own internal policies.

It is regrettable that prescribing information and the adverse event reporting statements were not provided consistently for all panels. The UK affiliate did, in any event, take printed copies of the UK PI for Ovaleap and Ovamex in case they were explicitly requested by visitors to the stand. Printed copies of the PI for Yselty were not printed, but a copy of the PI was available via laptop if it had been requested. We understand the implications of not providing prescribing information in the manner required for promotional materials and have revised our processes to prevent such oversight/ human error from repeating.

During our review, we have also identified a potential ambiguous statement in the briefing document that was shared with the sales representatives at the conference. One of the slides states that “Some women with Uterine Fibroids have troubles conceiving> therefore there is interest among fertility experts about this medicine which could be used before IVF”. Neither the individual named, or the fertility representatives were influenced by this statement, and they have assured us during the investigation that all conversations regarding Yselty were solely within the scope of its approved indication. We acknowledge language should not have appeared in the briefing document.

We acknowledge such deficiencies, in regard to Clause 5.1.

Summary of Theramex's position

The materials at issue relate to an international scientific congress and were directed to a professional audience. We recognise that, notwithstanding the cross-border setting, UK expectations apply to activities under UK company control. Some elements of our execution did not meet those expectations, and we regret that. Going forward, we have tightened the requirements for international meetings, including UK sign-off for congress materials and strengthened on-site controls.

We have treated the issues through the lens of UK law, mirrored to Code requirements applicable for international congresses where UK HCPs may view or interact with materials. In practical terms, that means we have assessed and now operationalised a dual-compliance standard (home + host) for future comparable situations.

[Theramex referred to matters not relevant to the complainant’s allegations].

We take the concerns seriously and are committed to doing better. We have withdrawn the materials (never to be used again without the necessary information) and strengthened our processes and governance. We have enhanced Code training, refreshed leadership oversight and improved how we check and approve materials around conferences. Patient safety and high standards remain our priority. We would also like to take this opportunity to thank you for highlighting these concerns and we want to ensure you that we are continuously improving our systems and process to better serve healthcare professional and ultimately the patients that use our medicine.

Clause 2 is reserved for exceptional circumstances warranting gravest censure (e.g., prejudicing patient safety, inducements, promotion prior to marketing authorisation, inadequate action on undertakings, or multiple serious cumulative breaches). We recognise the seriousness in which Clause 2 findings are made. Having reflected carefully on the facts, we do not believe the threshold for a Clause 2 breach is met in this case. That said, we acknowledge the concerns raised and will continue to raise our standards, through additional training, tighter governance, and independent audit, to ensure our conduct aligns with both the letter and spirit of the Code.

We hope this response has provided a thorough explanation of the case at hand and the greater remediation work that is continuing across the organisation. We trust this demonstrates our commitment to doing better, to patient safety, and to the rules that govern our activities. We remain available to provide any further information required."

PANEL RULING

This complaint referred to the complainant's interactions with Theramex at the 2023 and 2024 annual meetings of the European Society of Human Reproduction and Embryology (ESHRE) held in Denmark and The Netherlands, respectively. Upon review of the complainant's allegations, the Panel considered that the activities which were subject to the complaint took place at the ESHRE 2023 meeting and limited its consideration to the 2023 meeting accordingly.

Chronology of the complaint

The Panel noted that the complaint related to matters which pre-dated Theramex agreeing to comply with the Code and accept the jurisdiction of the PMCPA. The Panel bore in mind the long-established principle that if the subject matter of the complaint was potentially a matter covered by UK law the complaint would be considered in the usual way. Theramex agreed for the matters that were covered by UK law, and which pre-dated Theramex accepting jurisdiction of the PMCPA, to be ruled upon by the Panel although it made no submission about which matters it considered were covered by UK law.

Scope of the Code

The Panel bore in mind the supplementary information to Clause 3.4 Applicability of Codes which included that compliance with all applicable codes, laws and regulations to which a pharmaceutical company is subject is particularly relevant when activities/materials involve more than one country or when a company based in one country is involved in activities in another country. Activities carried out and materials used by a pharmaceutical company located in a European country must comply with the national code of that European country as well as the national code of the country in which the activities take place or the materials are used.

The term ‘company’ means any legal entity that organises or sponsors promotion which takes place within Europe, whether such entity be a parent company (e.g. the headquarters, principal office, or controlling company of a commercial enterprise), subsidiary company or any other form of enterprise or organisation.

Noting Theramex‘s submission that it is a global business based in the United Kingdom focusing on Women’s Health, and that its Global Headquarters is responsible for the organisation of all international conferences such as ESHRE, the Panel considered that the promotional activity at ESHRE 2023, organised by Theramex Global - a UK legal entity, needed to comply with the ABPI Code and the Danish Code. In the Panel’s view, that an employee based in Switzerland had administrative responsibility did not affect the applicability of the UK Code.

Statement made at ESHRE 2023 that linzagolix fertility data would be shared at ESHRE 2024 (Clauses 6.1 & 17.1)

The complainant alleged that they spoke at the linzagolix booth with a Theramex representative, possibly a senior commercial employee, and were informed that data related to the use of linzagolix in fertility would soon be available and that it would be shared at the 2024 ESHRE meeting.

The Panel noted that Theramex made differing submissions on whether the named employee was present at the stand. Theramex initially submitted that the employee in question was not on the promotional stand and spent most of the conference gathering scientific knowledge during the sessions, as well as insights from key stakeholders in the field of uterine disorders. The ESHRE 2023 pre-meeting internal briefing slides, provided by Theramex, contained a stand staffing schedule on which the employee in question did not appear. However, Theramex subsequently submitted that “as the complainant alleged [employee in question] was at the stand when the complainant approached” … “ [employee in question] confirmed that all conversations at the Yselty booth panel were conducted within the licensed indication for linzagolix and restricted solely to endometrial health”. The pre-meeting briefing slides contained the instruction that specific questions about linzagolix should be referred to the Theramex experts present at ESHRE. The named employee in question was listed as a key contact for linzagolix questions.

The Panel considered it likely that the individual in question was at the stand and further it was likely that they had a conversation with the complainant. However, the Panel noted that the parties’ accounts differed in relation to what was said at the stand. It was difficult in such cases to know exactly what had transpired. The complainant bore the burden of proving their complaint on the balance of probabilities.

The Panel considered that it was not possible to determine on the balance of probabilities precisely what was said and therefore whether a Theramex employee had misled a delegate by claiming that linzagolix fertility data would be shared at the ESHRE 2024 meeting. On that narrow basis, the Panel ruled **no breach of Clause 6.1.**

The Panel noted that Clause 17.1 had been raised by the case preparation manager. Clause 17.1 required that ‘*Representatives must be given adequate training and have sufficient scientific knowledge to enable them to provide full and accurate information about the medicines which they promote*’. The Panel took account of Theramex’s submission that the employee in question had received adequate product and therapy area training prior to attending the

conference. Irrespective of this, the Panel considered that the complainant had not made a specific allegation regarding the training of the employee in question and therefore ruled **no breach of Clause 17.1**.

Promotion of linzagolix at ESHRE 2023 (Clauses 6.1, 11.2)

The Panel considered that the complainant's first allegation (considered above) was limited to an alleged misleading verbal claim that fertility data would be shared at the following year's meeting. In the Panel's view, the second allegation of misleading and inappropriate promotion of linzagolix at the ESHRE 2023 meeting applied to the totality of Theramex's presence at the meeting and therefore the Panel considered the linzagolix meeting materials, including the exhibition booth, to be relevant.

Theramex submitted that while the ESHRE congress is a flagship event for health professionals who specialise in fertility, it is also attended by practitioners who operate more generally in the field of uterine health, and who would be interested in a product such as linzagolix. The Panel accepted that uterine fibroids was a potential cause of infertility and that the health professionals who carry out fertility treatment may also be interested in medicines related to treatment of conditions of the uterus that may affect fertility. The Panel therefore considered that in principle it was not necessarily unacceptable to promote linzagolix at the conference so long as such promotion complied with the Code.

The Panel noted that the linzagolix promotional material at the ESHRE 2023 meeting consisted of a panel at the Theramex exhibition booth. The linzagolix booth panel included different coloured circle sections on a white background and featured the medicine's brand name and generic name in large blue font alongside the brand logo and an inverted black triangle. Below the brand name was the statement:

> '*This medicine is authorised for use but is not currently available in Europe. Yselty is indicated for the treatment of moderate to sever [sic] symptoms or [sic] uterine fibroids in adult women of reproductive age'.*

The Panel was concerned that this statement contained typographical errors which made the booth panel inconsistent with the product's Summary of Product Characteristics (SPC). The SPC for linzagolix stated:

> '*Yselty is indicated for the treatment of moderate to severe symptoms of uterine fibroids in adult women of reproductive age.*'

The Panel further noted the following statements made in the SPC:

- 4.2 Posology and method of administration

  'Yselty treatment should be initiated and supervised by a physician experienced in the diagnosis and treatment of uterine fibroids. Pregnancy must be ruled out prior to initiating treatment with Yselty.'

- 4.3 Contraindications

  'Pregnancy or breast-feeding'

- 4.4 Special warning and precautions for use

  'Women of childbearing potential at risk of pregnancy have to use effective non-hormonal contraception while on treatment with Yselty'

- 4.6 Fertility, pregnancy and lactation

  'There are no or limited amount of data from the use of linzagolix in pregnant women. Studies in animals have shown that exposure to linzagolix early in pregnancy may increase the risk of early pregnancy loss. Based on the pharmacological effects, an adverse effect on pregnancy cannot be excluded.

  Yselty is contraindicated during pregnancy. Treatment should be discontinued if pregnancy is confirmed.'

The booth panel stated that linzagolix was licenced but not available in Europe at the time of the meeting. The internal briefing document stated that Theramex will launch the product in 2024. The Panel considered that ESHRE was a major international congress that would attract delegates from outside of Europe, however, it was unclear to the Panel which countries, if any, linzagolix was commercially available in at the time of the meeting; Theramex made no submission in this regard.

Theramex submitted that the briefing document for representatives at the conference stated in relation to Yselty, "Some women with Uterine Fibroids have troubles conceiving> therefore there is interest among fertility experts about this medicine which could be used before IVF".

The Panel considered that it was not necessarily unacceptable for a company to promote a medicine licensed for uterine fibroids at the conference, however, given this was a human reproduction and embryology conference it was of the utmost importance that at the outset any linzagolix promotional material and any verbal statements made the contraindication in pregnancy abundantly clear.

Although the health professionals attending the meeting would be aware of the need for care when prescribing medicines in women hoping to become pregnant, in the Panel's view, it was wholly insufficient to rely on the delegate consulting the linzagolix SPC to provide the critical information about the contraindication in pregnancy given it was promoted at a reproduction and embryology conference. In the Panel's view, the misleading impression created by the omission of this contraindication on the exhibition panel was compounded by the typographical error in linzagolix's therapeutic indication ('**or** uterine fibroids') which could incorrectly imply it was also licensed for something other than uterine fibroids.

Taking everything above into account, the Panel considered that the linzagolix exhibition panel was misleading and inconsistent with the particulars listed in the SPC; a **breach of Clauses 6.1 and 11.2** were ruled.

<u>Missing prescribing information and adverse event reporting statement (Clauses 12.1 & 12.9)</u>

The Theramex exhibition booth at ESHRE 2023 promoted three Theramex products, Yselty (linzagolix), Ovaleap (follitropin alfa) and Ganirelix (also known as Ovamex).

The Panel bore in mind that the supplementary information to Clause 12.1 stated among other things that the prescribing information for medicines promoted on exhibition panels must be provided on the panel itself or must be available at the company stand. If available at the company stand this should be referred to on the exhibition panel.

The linzagolix booth panel, in very small font in the bottom left hand corner, stated "SmPC is available on the booth". The Panel queried whether this statement would be legible to delegates. Nonetheless, prescribing information as required by Clause 12.1 comprised more than just the SPC (as explained in Clause 12.2). An SPC could only be provided instead of certain elements of prescribing information. Theramex submitted that the prescribing information was available electronically if requested. However, there was no reference at all to **prescribing information** on the exhibition panel (emphasis added by the Panel). The Panel considered that the requirements of the Code had not been met in relation to linzagolix prescribing information and it ruled **a breach of Clause 12.1**, as acknowledged by Theramex.

With regard to the Ovamex (Ganirelix) booth panel, in very small font in the bottom right-hand corner it stated "SmPC is available on the booth". The Panel queried whether this would be legible to delegates and further noted that an SPC could only be provided instead of certain elements of prescribing information. The Panel noted Theramex's submission that they did have printed copies of the UK prescribing information for Ovamex in case it was explicitly requested by visitors to the stand, however, there was no reference to prescribing information on the exhibition panel. As above, if the prescribing information is made available at the company stand, this should be referred to on the panel. The Panel therefore ruled a **breach of Clause 12.1** in relation to Ovamex, as acknowledged by Theramex.

With regard to the Ovaleap booth panel, there was no reference to prescribing information being available at the booth. While the Panel took account of Theramex's submission that it did have printed copies of the UK prescribing information for Ovaleap in case explicitly requested by visitors to the stand, as there was no reference to the availability of prescribing information stated on the exhibition panel, the Panel ruled a **breach of Clause 12.1** in relation to Ovaleap, as acknowledged by Theramex.

The complainant alleged that details of how to report adverse events was missing from Theramex's promotional materials. Theramex made no submission as to whether this was a matter covered by UK law, however, the company acknowledged a breach of Clause 12.9. The Panel therefore ruled **a breach of Clause 12.9,** as acknowledged by Theramex.

<u>Maintaining high standards and bringing discredit upon, and reducing confidence in the pharmaceutical industry (Clauses 5.1 & 2)</u>

Theramex provided a copy of its 'Sponsorships of Congresses and Educational Events' standard operating procedure dated July 2025. Given the activity at issue pre-dated this version of the SOP, the Panel did not consider its content.

Considering its rulings above of breaches of the Code, the Panel concluded that high standards had not been maintained by Theramex in relation to its activities at the 2023 conference. A **breach of Clause 5.1** was ruled accordingly.

Clause 2 was a sign of particular censure and reserved for such. The Panel considered that patient safety was paramount and it was therefore difficult to understand why Theramex considered it appropriate to promote linzagolix at a reproduction and embryology conference without making the contraindication in pregnancy abundantly clear. In the Panel's view, this serious error was compounded by linzagolix being a black triangle medicine, and by the failure of Theramex to accurately reflect the licensed indication wording on the linzagolix exhibition panel. The Panel was also concerned that the linzagolix slide in the internal briefing material was inadequate; it did not refer to or advise staff how to discuss the contraindication in pregnancy. In the Panel' view, patient safety had been prejudiced and Theramex had brought discredit upon, and reduced confidence in, the pharmaceutical industry. A **breach of Clause 2** was ruled.

APPEAL BY THERAMEX HQ LTD

Theramex HQ LTD's written basis for appealing is reproduced below.

"1. Introduction

I am writing on behalf of Theramex to formally appeal the decision issued by the PMCPA Panel on 31 October 2025 that Theramex was in breach of Clause 2 of the ABPI Code. For the avoidance of doubt, we are not appealing the ruling of breach by the Panel in respect of Clauses 5.1, 6.1, 11.2, 12.1 and 12.9. In accordance with Clause 12 of the PMCPA Constitution and Procedure, we request that this matter be referred to the Code of Practice Appeal Board.

2. Grounds of Appeal

The Panel notes that a breach of Clause 2 is a sign of particular censure and reserved for the most serious matters. It then goes on to list the factors which led to its decision in relation to breach of Clause. These are that in the Panel's view:

- it was inappropriate for Theramex to promote linzagolix at a reproduction and embryology conference without making the contraindication in pregnancy abundantly clear
- this error was compounded by the fact that linzagolix is a black triangle medicine
- there had been a failure to accurately reflect the wording of the licensed indication on the booth panel
- Theramex's briefing slides did not refer to or advise staff how to discuss the contraindication in pregnancy.

We would like to consider each of these points in turn.

It was inappropriate to promote linzagolix without making the contraindication abundantly clear

The Panel's concern appears to have been that patient safety was prejudiced because the HCPs who were attending the fertility and embryology conference might have been left with the impression that linzagolix could be used in pregnant women. We have discussed this with [name], who is our medical consultant in this area and has over 35 years' experience in the field of fertility. [Their] view (and ours) is that the fertility specialists who attended ESHRE would have been very familiar with GnRH antagonists (which have been used in the injectable form in fertility treatment since 1999) and would have known that they should not be used during pregnancy. If a delegate wished for

more information about this particular drug they would have consulted the SmPC before leaping to the conclusion that it differed in this respect from other members of the class. The SmPC and the Theramex team members authorised to discuss the product would have confirmed the contraindication in line with the basic knowledge that a specialist in this area would already possess.

This knowledge would include the fact that due to their well-documented mode of action, GnRH antagonists have no role in the maintenance or support of an established pregnancy but could actually play a disruptive role in early gestation. As a result, regulatory product labels (EMA/MHRA) uniformly state that these agents should not be administered during pregnancy. In standard fertility treatment protocols, GnRH antagonists are routinely used only in combination with exogenous injections of FSH, prior to recovery of mature oocytes and embryo transfer.

We note the Panel's concerns and will address them in future materials in analogous circumstances, but we believe that in the specific circumstances of this conference, the absence of such a warning statement would be highly unlikely to have affected the prescribing behaviour of the physicians attending the conference and so did not constitute a risk to patient safety.

The error was compounded by the fact that linzagolix is a black triangle medicine

We do not believe this factor would have increased the risk to patient safety in the circumstances. If anything, the existence of the black triangle would have ensured that the specialists attending the conference would have been more diligent in checking those materials which were available (including the SmPC), attending the relevant scientific presentations, and in discussing the product with our representative.

There had been a failure to accurately reflect the wording of the licensed indication on the booth panel

The typos relating to the indication are embarrassing and constitute a failure to uphold high standards. However, we do not believe these errors would have led to a misunderstanding of the true indication. Our belief is that an HCP would either have realized what the correct wording should have been or would have focused on the reference to uterine fibroids or would have considered the sentence nonsensical and would have consulted the SmPC or booth representative (For the same reasons Theramex does not believe it was in breach of Clause 11.2, but for reasons of cost is not appealing this aspect of the decision.). In addition, we would emphasise that this was an inadvertent error and that there was no intent to mislead.

Theramex's briefing slides did not refer to or advise staff how to discuss the contraindication in pregnancy.

The reason the slides did not advise the fertility staff on how to discuss the contraindication is that they were not authorised to promote the product. Instead they were instructed to direct any questions on Yselty to the specialist team who were trained to discuss the product.

3. Jurisdictional issues

Aside from the specific grounds of appeal raised above, we would like to raise our concerns regarding jurisdiction. The original complaint did not raise the issue of off-label promotion. This issue was introduced via a follow-up question from the Case Preparation

Manager, and as the case progressed seems to have become the Panel's core focus. We would ask the Appeal Board to consider whether this issue should have been part of the case.

We also note that this event took place outside the United Kingdom. While it is right that the general actions of UK-based head offices are within the scope of the Code, we would request the Appeal Board to consider the implications of allowing the PMCPA to enforce uniquely British aspects of the Code (such as British Prescribing Information, which contains pricing in Sterling and may well be for a different licensed indication) at events outside the UK. We have not appealed these elements due to the cost implications, but we would invite the Appeal Board to comment on whether there should be some limits on the application of the Code to exhibition stands at overseas conferences. We believe this is a question of interest to all UK-based pharmaceutical companies.

4. Request for Relief

In light of the above arguments, we respectfully request that the Appeal Board reconsider the ruling of the Panel that there has been a breach of Clause 2."

RESPONSE FROM THE COMPLAINANT

The complainant's written basis for responding to the appeal is reproduced below.

'My points are provided below:

The substance of my concerns remains unchanged, the failings identified at ESHRE 2023 were serious, extensive, and are directly relevant to patient safety. The company's arguments continue to minimise the significance of omissions and inconsistencies, and they do not provide reassurance that the seriousness of the issues is fully appreciated. In these circumstances, the Panel's decision to rule a breach of Clause 2 was appropriate.

1. Patient safety

The core issue is that patient safety was compromised. Theramex promoted a black triangle medicine at a fertility and embryology conference without clearly presenting the contraindication in pregnancy and without providing complete or accessible prescribing information as outlined by the Code.

Multiple breaches relating to misleading information, inaccurate indication wording, missing prescribing information for three medicines, and the absence of mandatory adverse event reporting instructions are not optional. They are critical to responsible promotion and safe clinical decision making.

The Panel concluded that these omissions prejudiced patient safety and brought discredit upon the industry. I agree and see nothing in Theramex's appeal that adequately addresses this.

2. The perceived specialist knowledge

Theramex repeatedly suggests that fertility specialists “would have known” about the contraindication (in relation to pregnancy), and therefore the omission was unlikely to influence behaviour. This line of reasoning is not compatible with the Code, nor with accepted standards of promotional conduct.

At a fertility meeting, the pregnancy contraindication should have been especially prominent. Delegates should not be expected to piece together missing safety information by consulting an SmPC, nor should companies rely on assumed knowledge to justify incomplete materials.

3. The black triangle

Theramex’s appeal appears to reverse the purpose of the black triangle by arguing that its presence would have made delegates “more diligent” in seeking out information. The responsibility is the company’s. A black triangle medicine demands heightened clarity and visibility of safety information not reliance on clinicians proactively compensating for omissions.

This is a central point supporting a breach of Clause 2.

4. Inconsistencies on booth staffing

Theramex’s explanations regarding who was present at the linzagolix panel were contradictory. Their first submission stated that the named senior employee was not on the booth, later they claimed there was a specialist team available. Who made up this specialist team that could promote the medicine, and why were they were not on the booth? It seems illogical that a company would spend resources on a booth without the necessary promotional team.

The internal briefing materials did not outline how staff should discuss the pregnancy contraindication. I also note that the briefing document was not provided as evidence on this occasion.

I did not see any “specialist team” as claimed in the appeal. These inconsistencies raise concerns about both the reliability of the company’s account and the adequacy of its preparation in not only for the meeting but also in response to the PMCPA.

6. Quality of promotional materials

Linzagolix had only recently been authorised as stated by Theramex at the time of ESHRE 2023. In such cases, companies frequently seek MHRA pre-vetting to ensure compliance. Whether or not Theramex took this step is not explained. If the materials were submitted, it is unclear why obvious errors such as misspellings in the indication, incomplete safety information, missing prescribing information, and absent adverse event instructions, remained uncorrected.

If they were not submitted, the company should explain the risk assessment that justified using unvetted materials for a new, black triangle product at a major international event. Regardless of MHRA involvement, the obligation to ensure

accuracy and completeness lay completely with Theramex.

7. Jurisdiction Arguments

The arguments raised by Theramex regarding jurisdiction provide no basis to diminish or disregard the Code requirements applicable to patient safety. Safety information is safety information and should not be constrained by borders. The Panel has already addressed this point clearly.

In conclusion, the totality of the failings (seven accepted breaches plus the contextual seriousness of the omissions) fully meets the standard for "particular censure." These circumstances justify the Clause 2 ruling.
I respectfully request that the Appeal Board:

- Uphold the Panel's ruling of a breach of Clause 2, given the seriousness and the direct patient-safety implications; and
- Seek clarity from Theramex regarding MHRA pre-vetting decisions, internal review processes, and the precise composition and training of booth staff

These steps will support the integrity of the Code.'

APPEAL BOARD RULING

The Appeal Board understood from Theramex's representatives at the appeal that the reproduction and embryology conference at issue had over 11,000 attendees. While the Appeal Board acknowledged Theramex's submission that many attendees would be specialist health professionals that would know GnRH receptor antagonists were contraindicated in pregnancy, it was inconceivable that all attendees would have this knowledge. Furthermore, linzagolix's mechanism of action was not stated on the exhibition stand.

The Appeal Board considered that failure to state the contraindication in pregnancy on linzagolix advertising material at a reproduction and embryology conference, coupled with the inaccurate indication statement on the stand, was misleading and unacceptable. In the Appeal Board's view, patient safety had been prejudiced and Theramex had brought discredit upon, and reduced confidence in, the pharmaceutical industry. The Appeal Board upheld the Panel's ruling of **a breach of Clause 2**. The appeal was unsuccessful.

* * * * *

On receipt of the Appeal Board's ruling, Theramex communicated that it would no longer accept the jurisdiction of the PMCPA and left self-regulation. Should Theramex request to re-join self-regulation in the future, it would be required to provide an undertaking and assurance in relation to the Appeal Board's ruling. The complainant and the Medicines and Healthcare products Regulatory Agency (MHRA) were informed of the position.

Complaint received **12 August 2024**

Theramex withdrew its agreement to comply with the Code and accept the jurisdiction of the PMCPA	**28 January 2026**
Case completed	**28 January 2026**