



General Terms and Conditions

1. Provisions Governing the Terms and Conditions

These general terms and conditions (“Terms and Conditions”) apply to services (“Services”) provided by Prof. Dr. Anne Rasclé/AR Medical Writing (the “Contractor”) according to the detailed description (type and scope of the Services to be provided) in the applicable quotation or other written statement of work (“SOW”), as submitted by the Contractor and accepted by the customer (the “Client”). These Terms and Conditions, together with the SOW, form the entire contract between the Client and the Contractor (“Custom Agreement”), and supersede all prior communications between the parties, whether written or oral, relating to the Services, except for a written contract signed by both parties. All other terms and conditions are explicitly excluded regardless if provided in form of a purchase order or other similar document (“PO”) indicating acceptance of such SOW under altered terms.

Inclusion of general terms and conditions for the conclusion of a contract refers to German Civil Code § 310 BGB.

2. Conclusion of Contract

A contract between the Client and the Contractor is concluded as soon as the Client accepts in writing an offer submitted by the Contractor. The Client is responsible for the transmission of his complete and correct delivery address. A contract is not concluded if the Client after acceptance of the offer cannot be reached or his contact details are incorrect. In these cases, the Contractor is not obliged to perform. All offers of the Contractor are non-binding. Offers are valid for four weeks. If the Client accepts the offer later, the Contractor is not obliged to perform.

3. Performance of Services

The Contractor shall perform the Services using methods owned or controlled by the Contractor (“Contractor Know-how”) to provide the Client with materials produced by the Contractor as a direct result of the Services, as specified in the SOW (collectively “Deliverables”).

Deliverables may include scientific and medical texts newly generated by the Contractor using data supplied by the Client (“Client Materials”), scientific and medical texts resulting from the proofreading and/or editing by the Contractor of Client Materials, medical and scientific content created by the Contractor for various supports (including, but not limited to, the internet, brochures, flyers, slide decks, posters) based on Client Materials, advices or courses in the fields of Medical Communications and Writing based on Contractor Know-how.





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The Contractor will make a good faith effort to start and complete all Services on time, and will notify the Client if substantial delays are likely.

The Contractor will comply with all laws and regulations generally applicable to Services, and with any specific regulatory framework agreed in the SOW.

The Contractor may delegate performance of the Services, or portion thereof, to an authorized subcontractor, provided that all Services will be performed in accordance with the Custom Agreement, and as set forth in section 7 (**Confidentiality**).

Performance of Services hereunder is conditioned on the Client's acceptance of the Terms and Conditions and the SOW by written statement, email, or a PO that references the SOW. In the event of a conflict of terms, the SOW takes precedence over these Terms and Conditions, and any written contract signed by both parties takes precedence over either; inconsistent terms of a PO shall not apply unless the Contractor has agreed to them in writing.

4. Client Materials

The Client will provide the Contractor with Client Materials specified in the SOW, in compliance with applicable laws and regulations and in the state of completeness needed by the Contractor to perform the Services, including without limitation any documentation of Client Materials reasonably requested by Contractor. The Client Materials, and all information about Client Materials, shall be subject to the confidentiality and non-use requirements of Section 7 (**Confidentiality**). The Contractor will use Client Materials only in accordance with the SOW and will not modify the Client Materials except as agreed therein. The Contractor will not transfer Client Materials, in whole or in part, to any third party, other than a subcontractor, without Client's prior written approval.

The Client will ensure that all Client Materials necessary to fulfill the order are presented to the Contractor in a timely manner, also without his express request, and that knowledge of all processes and circumstances important for the execution of the order is given. This also applies to documents, processes and circumstances that only become known during the fulfillment of the order.

5. Obligations of the Contractor

Services of the Contractor

The Contractor offers the creation of scientific and medical texts, the proofreading and/or editing of existing scientific and medical texts, the creation of medical and scientific content for various supports (such as the internet, brochures, flyers, slide decks, posters), advice or coaching in the fields of Medical Communications and Writing.

Contractor's Obligation to Perform

The Contractor undertakes to provide defect-free and on-schedule Services, as detailed in the Custom Agreement. Respective Deliverables are then considered to be defect-free if they have the agreed quality or have a quality suitable for the otherwise use by the Client. If the Contractor does not meet the agreed delivery dates, then default only arises after a written reminder from the Client.

Contractor's sole warranty for the performance of Services is that the Services will be performed using due care in accordance with (a) the Custom Agreement, including the



respective SOW and (b) laws, regulations and generally prevailing standards applicable to such Services.

Creative Freedom

The specifications of the Client are only binding as part of the Custom Agreement, including the respective written SOW. The Contractor shall adhere to the Custom Agreement. The Services provided by the Contractor are not only scientific and technical in nature, but also creative (style), collectively defining Contractor Know-how. As part of the Custom Agreement, the Contractor is entitled to creative freedom for the performance of his Services.

Partial Acceptance, Correction Round

The Contractor commits to the Client's wish to submit draft text and incorporate changes before final acceptance of his work, provided these are in line with points 5.2 (**Contractor's Obligation to Perform**) and 5.3 (**Creative Freedom**). At this stage, the Client has the opportunity to check whether style and language of the Deliverables to be created appear appropriate. With the approval of the draft text, the Client declares himself in agreement with the style of the overall Deliverables to be created. The partial performance submitted (draft texts) shall then be considered as accepted (Partial Acceptance). A correction round in this phase is not billed to the Client unless his requests for changes deviate significantly from the specifications fixed in the original Custom Agreement.

If Partial Acceptance of the draft texts by the Client does not take place within a reasonable time (set at 90 days of delivery of the draft texts), even after a written reminder from the Contractor, the Contractor is entitled to bill the Client for the portion of the Services already delivered. If Partial Acceptance of the draft texts by the Client has not yet occurred within 180 days of delivery of the draft texts by the Contractor, the Contractor is entitled to terminate the Custom Agreement without prior notice, as set forth in section 10 (**Changes, Termination**), point (b).

Subcontractors

The Contractor is entitled to involve third parties to fulfill its performance obligations in its own name and on its own account. If necessary, the Contractor can also employ subcontractors on behalf of the Client. A corresponding authority must be granted when the contract is concluded.

Data Protection, Confidentiality

The Contractor shall ensure that all Client Materials and information provided by the Client during the contract period are kept confidential, as set forth in section 7 (**Confidentiality**). The Contractor shall take reasonable precautions to ensure that such Client Materials and information does not fall into the hands of third parties.

6. Obligations of the Client

Client's Obligation to Cooperate

The Client commits himself to provide in a suitable form the materials and information relevant and necessary to fulfill his obligation to the Contractor, and to answer queries. All Client Materials and information necessary to provide the Services must be delivered immediately after placing the order. If this does not happen, the agreed delivery date will be delayed accordingly.

The Client guarantees that he is entitled to use the materials and information provided by him (including texts, graphics, tables and other material), that all the work materials provided are



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free from the rights of third parties, and that the use of the materials does not interfere with the rights of third parties.

The Client expressly assures that the materials or information transmitted to the Contractor for use violate neither the German law nor the law of his possibly differing homeland, in particular copyright, trademark, data protection, professional and competition laws. The Client commits himself to release the Contractor from third-party claims for compensation, in case of a service provided by the Contractor to the Client based on non-permissible content, unless the non-permissible content is due to the fault of the Contractor.

The Client ensures the factual accuracy of the Client Materials and information provided to the Contractor. The Contractor is expressly not obliged to check the factual correctness of the data and information provided to him. The assessment of the content of the information given to him is not part of that performance. The Client commits himself to release the Contractor from any liability and third-party claims for damages resulting from the use of false or inaccurate information provided by the Client to the Contractor. Furthermore, the Contractor is not obliged to check whether the use of Client Materials and information left to him is legally questionable or interferes with the rights of third parties. Nevertheless, the Contractor is entitled to the use of information and to reject data if it appears legally questionable or untrue.

Acceptance and Remuneration Obligation

The Client shall accept the Deliverables immediately and pay the agreed remuneration immediately from the date of the respective invoice(s), which shall be sent to the Client upon completion of the Services (or portion thereof), according to the payment schedule and currency specified in the SOW. In the event of late payment, the statutory default interest of five percentage points calculated above the applicable basic rate of interest is payable, in accordance with German Civil Code § 286 BGB. The legal rules regarding the consequences of delay in payment apply.

The Contractor is entitled to request monthly or partial compensation for large-scale services.

In the case of advisory activities, the Contractor is entitled to provide the agreed service only against prepayment.

Minor deficiencies in the Deliverables, which do not prevent their use by the Client, do not justify a refusal of remuneration of the Services. Any deficiency in the Deliverables must be communicated to the Contractor immediately. If this notification is omitted, the Services and respective Deliverables are deemed to have been accepted. The Contractor has the right to re-performance of defective Services. In accordance with the statutory provisions, the Client has the possibility to reduce the agreed remuneration provided that re-performance of Services fails. This is the case if seriously defective Services have not been remedied after two attempts at re-performance.

Reimbursement of Expenses

Travel expenses and costs incurred by the Contractor to fulfill the performance obligation agreed with the Client are to be reimbursed by the Client on presentation of justification documents.



7. Confidentiality

The Contractor shall treat all Client Materials and information provided by the Client as proprietary and confidential to Client, and will not disclose Client Materials to any person, except its subcontractors as necessary for purposes of providing the Services, and then only subject to a written confidentiality agreement that includes the requirements specified herein. If the Contractor discloses any information or materials comprising Contractor Know-how to Client, Client shall treat such information and materials as proprietary and confidential to Contractor.

Each party shall protect the proprietary and confidential information or materials of the other party by using the same degree of care as such party uses to protect its own materials and information, but in any event no less than a reasonable degree of care.

Notwithstanding any other provisions herein, however, each recipient party shall have no obligation to the other party for any information or material that is (a) already known to the recipient party; (b) publicly known other than by a wrongful act of the recipient party; (c) received from a third party lawfully entitled to disclose it; (d) disclosed pursuant to an enforceable order of a court or administrative agency; and/or (e) independently developed by or for the recipient party.

8. Ownership, Intellectual Property, Copyright and Usage Rights

As between the parties, except as otherwise expressly agreed in the SOW, the Client shall be the exclusive owner of Client Materials and any derivatives or modifications of Client Materials that are generated by Contractor as a direct result of the Services.

All copyright, intellectual property rights, know-how rights, individual rights and other rights associated to the performance of the Services and that directly relate to the Deliverables, remain with the Contractor. The Contractor only transfers rights of use of Deliverables to the Client in the scope of content and schedule, as necessary for the contractually agreed use by the Client. The rights of use only come with full payment of the Services by the Client. Further usage rights require a written agreement. If the Client wants to use the Deliverables in a scope greater than that agreed, he must notify the Contractor. The Client is not entitled to change or imitate the performance of the Contractor without his express and written consent. The Contractor has the right to be named as the author of the Services rendered by him and respective Deliverables.

9. Liability

Client's Examination Duty

The Client undertakes to carefully and objectively check before use the Deliverables issued by the Contractor for accuracy, possible impairment of the rights of third parties, and any legal concern. After approval or acceptance of the Deliverables by the Client, or after the start of use of the Deliverables, or if the work is made available for use by third parties, the provided Services are deemed to have been accepted. After acceptance of the provided Services and Deliverables by the Client, liability of the Contractor in the event of damage is fully waived.

Limitation Warranty of the Contractor

Contractor's sole warranty for the performance of Services is that the Services will be performed using due care in accordance with (a) the Custom Agreement, including the



respective SOW and (b) laws, regulations and generally prevailing industry standards applicable to such Services; the Contractor does not warrant or represent that the results of the Services will be acceptable to any regulatory agency to which they are presented or that they will advance the interests of the Client. If the Client believes that the Contractor, in breach of its limited warranty, has made a material error in the Services that renders the results of such Services invalid, Client must notify the Contractor of such error in writing, immediately after receipt of the final Deliverables for such Services; and as Client's sole remedy for such error, Contractor shall either (i) repeat the particular Services at Contractor's own expense or (ii) refund to Client the fees actually paid for the particular Services giving rise to the breach of warranty, if seriously defective Services have not been remedied after two attempts at re-performance.

The Contractor is only liable within the framework of the statutory provisions in the event of intent or gross negligence. With simple and slight negligence, he is only liable for the violation of contractual obligations. The liability of the Contractor for resulting financial loss is limited to predictable and immediate damage and is in any case limited to the amount of the agreed remuneration.

The Contractor is not liable for damage resulting from incorrect or incomplete information that has been transmitted to him by the Client or by third parties. The Contractor is not obliged to check Client Materials and information transmitted to him for factual correctness, or to check whether third party rights are impaired, or whether the use of Client Materials and information transmitted to him violates in any form the applicable law. The Client releases the Contractor from any resulting liability. Shall the execution of the Services by the Contractor be changed by the Client or third parties, any liability claim against the Contractor expires.

The Contractor assumes no liability for defects or delay caused by misleading, incorrect or incomplete information generated when placing an order or transmitting information. He is still not liable for damage caused by third party interference in electronic data traffic, force majeure or strike.

The Contractor assumes no liability for damage resulting from the use of Deliverables accepted by the Clients that infringe the rights of third parties, violate the applicable law, or were generated using incorrect or incomplete Client Materials or information provided by the Client. The Contractor assumes no liability for any indirect, special or consequential damages or for loss of profits or loss of business of the Client.

Except to the extent caused by the wilful misconduct of the Contractor, the Client shall indemnify and hold harmless Contractor and its affiliates ("Indemnified Party") from and against any and all expenses (including, but not limited to, reasonable attorney's fees) and losses incurred by any such Indemnified Party in connection with any claim asserted by a third party arising out of or based on (a) Client Materials or use thereof in performance of the Services as specified in the SOW; and/or (b) any product or service of Client based in whole or part on Client's reliance on Deliverables, or any portion or derivative thereof.

Liability and compensation for damages caused by the wilful misconduct of the Contractor are limited to the invoice value of the service rendered.



10. Changes, Termination

Subsidiary agreements, changes or additions to the Custom Agreement including these general Terms and Conditions, must be agreed by both parties in writing, and may require changes in the fees or timelines.

The Contractor may terminate the Custom Agreement if (a) Client breaches any material provision of the Custom Agreement and fails to remedy the breach to the satisfaction of Contractor within 15 days after written notice thereof; (b) Contractor is unable to obtain third party materials specified in the SOW, for reasons beyond Contractor's reasonable control; (c) Contractor determines that feasibility reasons prevent or are likely to prevent the performance of the Services, or (d) Client is or is deemed by law to be unable to pay its debts or perform its obligations under the Custom Agreement. The Client shall have the right to terminate any SOW upon 30 days with prior written notice to Contractor. Termination of Services in progress will result in a partial charge commensurate with the percentage of Services completed at the time of cancellation, in addition to any other termination or cancellation charges specified in the SOW.

11. Final Provision

Unless otherwise agreed, the place of performance of the Services is the registered office of the Contractor. The Custom Agreement may not be assigned without the consent of the other party, except that each party may assign the Custom Agreement to an affiliate or to any other party to whom it transfers the business and assets related to this Custom Agreement, provided that such assignee assumes all the rights and obligations of its assignor. The Custom Agreement shall be governed by the laws of Germany. The Custom Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

If any part of these Terms and Conditions is found to be legally unenforceable, the remaining clauses of these Terms and Conditions shall be unimpaired, and the parties shall in good faith negotiate an enforceable provision that most closely achieves the objectives of the unenforceable provision.

Except for payment obligations, neither party shall be responsible for failure to perform its obligations due to natural disasters or other force majeure causes beyond its reasonable control.

Either party may use the name of other party in a promotion, on its web page or publication with prior written consent of such other party, which consent may be given by email or letter. No waiver by either party of any breach hereof shall constitute a waiver of any other breach thereof.

Pentling, 04.06.2021