

## General Terms and Conditions

**Fees and Prices.** All prices and Fees are in Euros and are exclusive of VAT and other applicable taxes.

**Subscription period.** The subscription to PharmaTell Studio is valid for the period of twelve (12) months, unless otherwise agreed upon in the subscription agreement, from the date of the Database Subscription Agreement and will be automatically renewed unless terminated by one (1) month(s) written notice before the end of the subscription.

**Limitation liability.** The Data are provided in the original, published form and may contain inaccuracies. The Database is dynamic and is in constant state of maintenance, correction and update, which will result in changes in the Database during the subscription period. PharmaTell makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy, or fitness of use of a particular purpose. The Data are supplied “as is”. Neither Party shall be liable to the other Party for any special, exemplary, incidental or consequential damages arising out of the use of the Data.

**Force majeure.** If access to the Database is interrupted by circumstances beyond the control of PharmaTell, i.e., act of God, act of war, fire, earthquake, and other disasters, PharmaTell will immediately notify the Commercial User and will apply its reasonable best efforts to continue the services. Either party has the right to terminate the agreement if the database is not accessible within one month following notification.

**Record keeping.** The Commercial User will keep record of all Authorized Users within the company.

**Invoicing and payments.** Invoicing and payment shall be in EUROS, unless otherwise agreed in writing. PharmaTell will invoice the Commercial User after this agreement and payment shall be due and payable within **thirty (30)** from the date of the invoice and shall be made to: ABN AMRO Bank – Gustav Mahlerlaan10 - 1082PP Amsterdam - The Netherlands. Account 547136692, Swiftcode (BIC) ABN ANL2A, IBAN NL61ABNA0547136692.

**Law and jurisdiction.** The Database Subscription Agreement and the General Terms and Conditions between PharmaTell and the Commercial User are governed by the law of the Netherlands. Any disputes arising from the agreement shall be settled by the competent court in Utrecht, The Netherlands.

**Company details.** PharmaTell is a private, limited liability company, incorporated under the laws of The Netherlands. The company is registered with the Chamber of Commerce in Amersfoort, The Netherlands under number 32096432. The company’s offices are located at: Algolweg 11, 3821 BG Amersfoort, The Netherlands. You can reach PharmaTell. by: phone: +31.(0)6.26464588, or by e-mail: info@pharmatell.com.

**Communication.** All communications with the Commercial User will be addressed to the contact details provided. PharmaTell is entitled to terminate the contract at any time if the customer does not comply with PharmaTell’s Terms and Conditions.