

## **TERMS AND CONDITIONS**

Terms and Conditions of Pharmaceutical Consultancy Services (PCS) B.V., PCS Intelligence B.V., PCS Consultancy B.V. and PCS Training B.V. (in the following referred to jointly and individually as "PCS").

### **Article 1: General**

1.1 These terms and conditions apply - with precedence over any other possible conditions - to all agreements between client and PCS.

1.2 In these terms and conditions is intended by:

- PCS: the legal entity (or legal entities) indicated in the heading, that offers the work or to which the work has been commissioned.
- The client: the (possible) client with respect to the work.
- The work: all activities and the provision of services established between PCS and client.
- Quotation: the proposal/offers (whether or not in writing) of PCS regarding the work.
- Assignment: all established conditions regarding or related to the work including, these terms and conditions.
- Written: all communications in writing, also including digital communications, such as, for example, e-mail messages and the appendices attached, WeTransfer, WhatsApp, etc.
- BW: the Netherlands Civil Code 'Burgerlijk Wetboek'.

### **Article 2: Offer (quotation) and the acceptance thereof (assignment)**

2.1 These terms and conditions apply to all quotations of PCS and to all agreements regarding the work.

2.2 The applicability of other terms and conditions and/or reference to other conditions by the client is expressly rejected. Were several sets of conditions to apply, the present terms and conditions will prevail over other conditions.

2.3 Quotations are non-committal (article 6:219 BW): PCS is only bound to carry out work if they confirm the acceptance thereof and they have the right to still revoke their quotation/offer immediately after acceptance by the client.

2.4 The quotation states, if possible, a planning and/or a (probable) date of delivery. Such terms (also including starting dates etc.) are always indicative and cannot be considered strict deadlines.

2.5 The client is deemed to have accepted the quotation, including these conditions, if PCS commences with the work.

2.6 Derogations from the quotation or the assignment are established in writing; before such time PCS is not bound thereby, unless they recognize verbal derogations unconditionally.

2.7 The quotation is based on the information obtained from client, such as specifications and price statements. PCS is not liable for inaccuracies etc. in those documents.

2.8 Activities not (expressly) listed in the quotation are not included in the assignment or in the work to be carried out respectively.

### **Article 3: Price of the work**

3.1 All prices listed by PCS are exclusive of VAT, exclusive of travel expenses, and exclusive of (other) expenses, unless expressly indicated otherwise.

3.2 Prices exclusively apply for the activities specified in the quotation. All other activities are not a part of the established price and therefore grant PCS the right to receive additional payment (as additional work).

3.3 Prices quoted and established are based on the uninterrupted and unimpeded execution of the work. Postponement of and/or obstacles in the work confer entitlement to PCS to the costs resulting therefrom.

3.4 All offers are based on the wage and price level effective at the time of issue of the offer. If after the quotation date or after the assignment the prices of wages, salaries, social security contributions, government charges, insurance fees, or sales tax undergo an increase, even if this occurs as a result of circumstances that could already be foreseen upon the offer, PCS has the right to increase the established price, with due regard for such regulations as may exist in the matter, correspondingly, or at least within reason.

3.5 PCS has the right to increase the price of its ongoing agreements at least once a year, in accordance with the (inflation) price index level of Dutch statistics bureau CBS.

### **Article 4: Additional and reduced work**

4.1 PCS has the right to get paid for all the additional work it has carried out, such as, among other matters, on account of modified orders or other cases listed in the law or the present conditions, as well as for (additional) activities that were practically required for the proper execution of the work or the progress thereof, even if additional work was not ordered (in writing).

4.2 PCS has the right to ask for the written confirmation of additional work (and the price thereof) in advance, before commencing with the execution thereof.

4.3 Additional work may be invoiced intermediately.

4.4 Reduced work will be settled after completion of the work (upon final settlement). If the reduced work exceeds 10% of the total price, PCS has the right to obtain payment for the costs incurred for the purpose of this reduced work and to be compensated for its loss of profits as well.

4.5 If no price has been established between parties, (additional) work will be billed on the basis of cost-plus, against the rates customarily applied by PCS.

4.6 Additional work always confers the right to PCS to extend the duration of the assignment and/or to postpone the delivery of the work (even if this is not requested beforehand, but afterwards).

### **Article 5: Obligations of PCS**

5.1 PCS will carry out the work properly and in accordance with the provisions of the agreement.

5.2 PCS is obliged to observe the government regulations and requirements that are reasonably relevant to the execution of the work, as these are effective upon entry into the agreement.

5.3 It is up to PCS to decide what person or persons it will let carry out the work factually, such under the responsibility of PCS. Client hereby can (if so desired) indicate a preference, without being able to derive rights therefrom.

## **Article 6: Obligations of the client**

6.1 The client is obliged to allow the execution of the work by PCS and its collaborators, so that the work can be carried out as planned during regular hours and without interruptions or impediments.

6.2 The client takes care of the timely supply of sound and relevant material, documents, and the information required for the purpose of the work and takes care of the proper organization of these matters. This includes the informing of PCS, adequately and in detail, regarding such consultancy activities as may have taken place before or that are still ongoing at and/or for the benefit of the client.

6.3 If the start or progress of the work is hampered, interrupted, or delayed as a result of non-compliance with obligations by client, or due to circumstances that do not fall to the risk of PCS, client is obliged to compensate all costs that have arisen as a result and to indemnify PCS.

6.4 During the term of the agreement and three (3) years after, client will not motivate the persons who operate for PCS (under employment or otherwise) to carry out activities directly for client or an entity that client is involved in in any manner (directly or indirectly). Upon violation of this provision, client owes PCS, without any prior warning or default notice, an instantly payable fine of € 25,000 (twenty-five thousand Euros).

## **Article 7: Planning and delivery**

7.1 Unless expressly established otherwise, any planning, starting, and delivery date counts as a target date. Such dates do not have a fatal character.

7.2 After the work has been delivered to the client, the work for PCS thereby comes to an end. In case no delivery moment has occurred, the work has ended after the completion thereof by PCS. PCS is under no obligation to point out later adaptations or changed conditions to client that did not exist and/or were not known to PCS yet at the time of implementation of the work.

## **Article 8: Complaints**

8.1 Client is obliged immediately after discovery to complain to PCS in writing regarding a possible defect in the execution of the work by PCS.

8.2 PCS must be given the opportunity after receipt of the notification to investigate the defect reported and, if well-founded and reported timely, to restore it.

8.3 In case the client has not reported a possible defect within six (6) months after the moment that client could reasonably have discovered the defect to PCS in writing, PCS is not obliged to restore the defect.

## **Article 9: Limitation of liability**

9.1 PCS only falls into default and can only be obliged to compensate damages after they have received a reasonable term for compliance and/or the restoral of an unfulfilled obligation of the client in writing.

9.2 In case of liability on the part of PCS, such liability is limited in all cases (barring willful intent or gross fault) to a maximum of the price of the work contracted by PCS, or, if such can be determined, to the price of the relevant part of the work.

9.3 PCS is never liable for indirect damage or consequential damage, barring in the event of willful intent or gross fault. By indirect or consequential damage is intended, e.g.: personal injury and personal damage, closure costs, replacement costs, advisory and investigation costs, business damage, filling and emptying costs, stagnation costs, loss of turnover and/or profit, immaterial costs, reputational damage, the missing out on assignments, etc.

9.4 PCS is never liable for defects or errors in materials and information deriving from the client, unless the assessment of these materials and information expressly was a part of the work contracted by PCS. In such case as well, the underlying limitations of liability apply.

9.5 PCS cannot be held accountable for the consequences of decisions taken by the client on the basis of advice, reports, and documents issued in writing by PCS.

9.6 If and to the extent PCS is liable, their liability is limited in all cases to the maximum amount for which their insurer provided payment in the concrete case (also including the deductible of PCS).

9.7 Any legal claim of the client vis-a-vis PCS lapses twelve (12) months after the work has been delivered by PCS or – if delivery has failed to occur – has been completed, discontinued, or terminated by PCS.

### **Article 10: Force majeure**

10.1 If due to force majeure (such as war, mobilization, rioting, upheavals, blockades, traffic impediments, work strikes, forced immobility, fire, flooding and/or abnormal water levels, epidemics, illness on the part of staff, etc.) direct or indirect stagnation occurs at PCS, or if due to vandalism, occupation (e.g., squatters), an environmental disaster, actions by third parties, import or export bans, weather-related impediments, or due to any other cause beyond the control of PCS, serious impediments arise to the execution of the work, PCS has the right to suspend the execution of the work for as long as this stagnation or impediment (or the consequences thereof) continue, without being obliged to compensate damages in the matter.

10.2 If this stagnation or impediment lasts for more than thirty calendar days, both parties have the right to cancel the agreement in writing within fourteen calendar days with respect to the part of the work not executed yet. What has been executed already upon cancellation will have to be paid in such case. In case of such a cancellation, regardless of which party takes recourse to it, PCS is not obliged to grant any compensation to client in the matter. PCS does have the right to get their loss of profit on the cancelled part of the work paid.

### **Article 11: Default on the part of client**

11.1 If the client fails to comply with any obligation, he falls into default legally and liability obtains for all resulting costs/damages of PCS, without a default notice being required.

11.2 If it becomes likely during the work that the client does not properly comply with any obligation or if there are reasonable doubts regarding the creditworthiness of the client, PCS has the right to suspend their obligations or the execution of the work respectively. PCS also has the right in such case to ask for payment in advance and/or security for payment for all activities already conducted and/or those still to be carried out.

All costs that arise during or that are related to the suspension must be paid by the client to PCS.

11.3 In case the client is in default, PCS has the right to rescind the agreement completely or in part. The client is obliged to compensate damages related thereto. PCS is not obliged in such case to provide any compensation or guarantee to client.

11.4 In case of the bankruptcy, suspension of payments, or the legal debt restructuring of the client (or an application to such effect), or in case of the immobilization or liquidation of the enterprise of client, client falls into default instantly and legally and all claims of PCS become immediately and fully payable.

### **Article 12: Payment**

12.1 Barring arrangements to the contrary, PCS has the right to invoice intermediately (instalments) in accordance with the state of the work.

12.2 With effect as from the day on which payment should have occurred at the latest, the client owes PCS a delay interest of 1% per month (or a part thereof) until the date of full settlement. If the statutory (commercial) interest rate is higher, client owes this statutory (commercial) interest rate.

12.3 In case of late payment, the client is obliged to compensate the extrajudicial (collection) costs, which are set at 15% of the sum to be recovered.

12.4 It is not permitted to the client to set off any claim he alleges to have on PCS against claims that PCS has on the client or alleges to have.

### **Article 13: Property title and intellectual property rights**

13.1 All designs, pictures, descriptions, drawings, models, budgets, and calculations and the like prepared by or on behalf of PCS are and remain the property of PCS and are protected by an intellectual property title. These rights must be respected, failing which the client is obliged to compensate damages.

13.2 The client will not use, distribute and/or disclose to third parties in any manner data and data carriers, drawings, models, files etc. as obtained from PCS, otherwise than on account of the implementation of the agreement with PCS.

### **Article 14: Retention of title**

All materials manufactured by PCS that have not been paid yet by the client and for which it is the intention that the client will be the proprietor thereof, remain the property of PCS until the moment that these have been paid by client. For as long as PCS is the owner of the same, it is not permitted to the client to distribute the relevant data and materials or to disclose the same in any manner to third parties.

### **Article 15: Applicable law and disputes**

15.1 The agreement between parties is exclusively subject to Netherlands law.

15.2 All disputes that arise between parties in connection with this agreement (or that are the result therefrom) will be settled by the court of law of the district of Midden-Nederland, location Utrecht.

### **Article 16: Training**

16.1 By training is intended any form of education that is provided by PCS to the customer.

16.2 At the moment that the registration/subscription is confirmed, you are officially registered for the training you have registered/subscribed for. This provision does not apply to in-company training.

16.3 A participant can deregister by communicating this to PCS in writing or by phone. Deregistration is only definitive when the participant has received written confirmation of deregistration. Deregistration may involve charges.

16.4 Deregistration for training is free of charges until six (6) weeks before the starting date of the training. After, 35% of the course fee is invoiced, with a maximum of 100%.

16.5 If a participant deregisters or is not in attendance on the day of the course, the full course fee remains owed to PCS. Participation by substitutes in case of illness or force majeure of the registered participant is permitted and does not entail any further costs.

16.6 (Group) discounts lapse if the course fees have not been received before the starting date of the training by PCS.

16.7 PCS expects in case of registration that a participant has sufficiently familiarized himself with the substance of the course, as well as the date, hour, and price. It is up to the participant or his/her manager to decide whether the course aligns with his/her current state of knowledge, learning objectives, and function. PCS does not grant any discounts and/or

refunds in case of a mismatch between the substance of a course and the knowledge or leaning objectives of the participant.

16.8 An in-company course can be moved to a different date free of charges until eight weeks before the established starting date in consultation with PCS. In case of a change of dates less than eight weeks - and more than two (2) weeks - before the starting date, 50% of the course fee is billed. In case of a change of dates within two (2) weeks before the established date, the full course fee is owed to PCS. Cancellation by the customer is only possible by way of registered mail with a motivation included until eight (8) weeks before the scheduled starting date of the first day of the course. In case of cancellation until eight (8) weeks before the starting date of the first day of the course, € 120 (exclusive of VAT) is billed. In case of cancellation from eight (8) weeks until four (4) weeks before the starting date of the first day of the course, 50% of the course fee is billed. In case of cancellation within four (4) weeks before the first day of the course, the full course fee is owed, and the customer will not be entitled to the refunding of the sum already paid. These provisions do not apply to training with open registration. PCS can cancel the training or change the date if this is necessary to provide sound quality to the customer. For in-company training, a new date is selected in consultation with the customer. In case of cancellation by PCS, invoices already paid will be credited.

16.9 PCS requires payment in advance of 25% for each in-company training. After receipt of a mutually signed offer, PCS will issue an invoice with the amount of the advance payment, payable within 14 days after invoice date. If an advance payment is not received, PCS will not continue the preparations for the in-company training.