

## **GENERAL TERMS AND CONDITIONS OF SALE OF BIOTELLYTICS FOR THE BIOTECHRADAR.EU WEBSITE - ONLY FOR PROFESSIONAL CLIENTS**

### **1. General provisions**

The company Biotellytics is a “simplified single shareholder company” (SASU) with a registered capital of EUR 15,000 listed with the Lyon Trade and Companies Register (RCS) under number 841 819 923, whose registered office is located at 22, avenue des Frères Lumière – 69008 Lyon (France) (hereinafter referred to as the “**Company**”).

The Company has developed an online business intelligence solution on the life sciences industry, and more specifically on the public biotechnology companies listed in Europe, for which the Company provides information and data about to its Clients, as well as sectorial analyses.

The Company owns and publishes the internet website **biotechradar.eu**, or “Biotech Radar” (accessible at: <https://biotechradar.eu>) through which it offers the aforementioned solution.

### **2. Definitions**

In these General Terms and Conditions of Sale for professional Clients, capitalized words or expressions shall have the following meaning:

**Client:** means any company that requests a Quotation from the Company (Biotellytics) in order to subscribe to the business intelligence service offerings, including information, data, and analyses.

**Account:** means the Client’s Accounts on the Site allowing him to access the Services.

**General Terms and Conditions of Sale, or “GTCS”:** means the present document and any annexes. These GTCS only apply to professional Clients. Another document describes the GTCS for non-professional customers (retail).

**Contract:** means a set of documents consisting of the Quotation and the Company’s General Terms and Conditions of Sale as accepted by the Client under the conditions specified hereafter, including any amendments to the Quotation, signed by both Parties.

**Quotation:** means the document drawn up by the Company and accepted by the Client after potential negotiations between the Parties, including, in particular, the details of the contracted Service(s), as well as its/their cost, the payment methods, and any special provisions applicable to the contractual relations between the Parties.

**Party(ies):** means individually the Company (Biotellytics) or a Client, and collectively the Company and a Client.

**Service(s):** means all the services offered by the Company, as detailed on the Site.

**Website:** means the internet website **biotechradar.eu**, or “Biotech Radar” (accessible at: <https://biotechradar.eu>), owned and published by the Company.

### **3. Purpose**

The purpose of these General Terms and Conditions of Sale for professional Clients is to describe, in a non-exhaustive manner, the Services offered by the Company, as well as the terms and conditions of subscription to such Services.

The GTCS also specify the methods of payment for the Services.

They also cover the limitation of the Company’s liability.

### **4. Contractual documents**

The Company’s Clients acknowledge that the commercial relationship between the Parties, including in particular, access to the Services offered by the Company, is exclusively governed by the Contract concluded between them at the time of the Client’s acceptance of the Company’s Quotation and these General Terms and Conditions of Sale under the conditions described below.

The Contract consists of the following contractual documents:

- The Company’s Quotation, in the version validated by both Parties and accepted by the Client. The Quotation shall be deemed accepted by the Client on the day the Company receives a copy of the said Quotation signed by the Client via email at [billing@biotechradar.eu](mailto:billing@biotechradar.eu) or any relevant email address provided to the Client by the Company;
- The present General Terms and Conditions of Sale. Any access to the Services offered by the Company implies the Client’s acceptance without restriction or reservation of these GTCS. These GTCS shall be deemed accepted by the Client on the day the Company receives a copy initialed and signed by the Client (at the following email address: [billing@biotechradar.eu](mailto:billing@biotechradar.eu) or any relevant email address provided to the Client by the Company).

If a Client requests the Company to perform new Services and that his General Terms and Conditions of Sale have not been modified since their last acceptance, the Client shall not be required to accept these GTCS once again.

In Addition, these GTCS are applicable notwithstanding any stipulation to the contrary in documents issued by the Client.

Finally, these GTCS shall apply, subject to any stipulation to the contrary appearing in the Company’s Quotation, in the version accepted by the Client or in any amendments to this Quotation, signed by both Parties.

## 5. Services

The Services offered by the Company are described in more details on the Site.

They mainly consist of the publication of information and data on public biotechnology companies, in order to help professionals (in particular specialized investors, institutional investors, equity investors) potentially for an investment decision. The data and analyses published on the Site also provide an overview on the ecosystem of the public companies listed in Europe in the biotechnology sector, as well as its evolution. The Site does not provide investment advice (see Article “13 - Responsibility of the Company” hereof).

More specifically, some of the Company’s analyses will be available without subscription to the Services, while others will only be available to the Company’s Clients who have subscribed to the Services under the conditions defined in Article 6 hereof. In this context, some of the Company’s analyses shall be subject to a fee, in addition to the subscription price.

The data on which the collection and analysis activity are based are detailed on the Site (this includes market data on biotechnology companies listed on various European stock exchanges, financial data, data on the profile of the said companies, data on their product portfolios, data on partnerships and various agreements with third-party companies, data on their financing, data pertaining to their R&D activities, as well as data on to their financial calendars and investor events).

All the data from the covered companies, and for which the Company offers its Services, are public.

## 6. Subscription to the Services

### 6.1. **Request to open an Account and Client commitments**

### **Request to open an Account**

The Client cannot open an account by himself on the Site. To do so, the Client must make a request to the Company by following the indications provided for this purpose on the Site.

In particular, the client must fill in the form requesting access the Site’s Services (by providing the following information: his identity; age; profession; country; name; the activity of the company for which the request is made; optionally the reasons motivating the request to access the Services; a valid email address).

The company reserves the right to grant or deny the access to the Site to the Client.

Access to the Site’s Services and the creation of the Account allowing this access shall only be validated by the Company after the conclusion of the Contract, in the conclusions defined in Article 6.2 hereof.

### **Client commitments**

When requesting the creation of an Account, the Client guarantees to have the legal age and the full legal capacity to enter into a contract.

The Client undertakes not to use a username that would infringe the rights of third parties, public order or morality, and to provide accurate information and to keep them up to date.

Concerning the Account access information (login password), the Client commits not to reveal them, by any means whatsoever. The confidentiality and the use of his access information are his sole responsibility. In the event of a non-compliance with any of the Client’s commitments, the Company reserves the right to suspend the Client’s Account by operation of law, without compensation, or prior formality.

## 6.2 **Quotation and conclusion of the Contract**

Quotation requests are made to the Company *via* the Site, using the form dedicated to this purpose, or by email.

Various exchanges can then take place between the Company and its Clients, so that the Company can propose a Quotation as close as possible to their expectations, which can then be discussed between the Parties.

The Contract shall be concluded between the Parties when the Company receives the following: (i) the Client’s acceptance of the Quotation and these General Terms and Conditions of Sale, as set forth in Article 4 hereof; (ii) and payment of the price of the Services, as agreed between the Parties, to the Quotation, as set forth in Article 7.2 hereof.

## 6.3 **Creation of the Account by the Company**

The creation of the Client’s Account supposes the preliminary respect:

- the provisions set forth in Articles 6.1 and 6.2 hereof;
- payment of the price of the Services, as agreed between the Parties to the Quotation, under the conditions defined in Article 7.2 hereof.

If all these conditions are met, the Company shall create the Client’s Account, so he can access the Services to which he has subscribed, and sends him by email (at the email address indicated by the Client) all the relative information.

## 7. Prices and Payments

### 7.1. **Prices**

The price of the Services offered by the Company can be fixed, or can be determined on a case-by-case basis depending on the Services requested by the Client.

These prices are specified in the Company's Quotations are quoted in euros, unless special conditions of sales apply between the Parties. These prices are pre-tax or inclusive of tax (depending on the Client's situation), final and non-revisable, unless otherwise agreed in writing between the Parties.

Prices shall be paid in accordance with Article 7.2 hereof.

## **7.2. Payment**

Payments for the Services are made by the Client, after the acceptance of the Company's Quotation (under the conditions defined in Article 4 hereof) and prior to the opening of its Account by the Company (under the conditions defined in Article 6.3 hereof).

Payment for the Services shall be made by the Client: (i) by bank transfer to the Company's account (the details of which it will have previously communicated to the Client); (ii) directly online using a secure payment service, such as Stripe, a leading payment platform.

After the payment has been made, the Client will receive a corresponding invoice (to the email address provided to the Company).

## **8. Duration of the Contract**

The Contract takes effect on the date of the Client's Account is created, under the conditions defined in Article 6.3 hereof.

The Contract is concluded for a fixed term as stipulated in the Quotation validated by both Parties and accepted by the Client under the conditions defined in Article 4 hereof.

At the end of this term, the Client's Account is disabled, unless the Client requests a new subscription to the Services by email to the Company (at the following email address: [billing@biotechradar.eu](mailto:billing@biotechradar.eu), or any relevant email

address provided for this purpose by the Company to the Client), no later than fifteen (15) days before the said deadline.

The Company will then propose a new Quotation to the Client, which must be accepted by the Client under the conditions defined in Article 4 hereof.

Furthermore, in this case, the Company shall only maintain the Client's Account if the Client has paid the Company the agreed price for this new subscription under the conditions defined in Article 7.2 hereof.

## **9. Amendments to the Contract**

### **9.1. Amendments to the General Terms and Conditions of Sale**

The applicable General Terms and Conditions of Sale are those in force on the date of receipt by the Company of their acceptance by the Client, under the conditions defined in Article 4 hereof.

However, the Company may need to modify these present GTCS at any time without prior notice, provided that it notifies its Clients as soon as these modifications come into effect by email and/or by publishing the said modifications on the Site.

The Company shall update the GTCS by indicating the date of the latest update in the upper-right corner of the present document.

Any Client who wishes to subscribe to the Company's Services must accept these GTCS in their entirety, including the latest update that may have been notified to the Client.

### **9.2. Modification to the Quotation**

The Quotation, as validated by the Parties and accepted by the Client under the conditions defined in Article 4 hereof,

may only be modified by mutual agreement between the Parties, by means of amendments.

## **10. Early termination of Contract**

If either Party fails to comply with one of its essential obligations, the other Party may rightfully terminate the Contract by operation of law, without prejudice to any damages and interests, after formal notice has been sent by registered letter with acknowledgment of receipt and has remained without effect for a period of thirty (30) calendar days from the date it was sent.

## **11. Intellectual property**

All the elements on the Site and the Client's Account are protected by the laws relating to intellectual property.

As such, the Company shall have sole ownership of all right, title, and interest, including all intellectual property rights related to the Site, to the Client's Account, as well as to any ideas, suggestions, requests for improvements, comments, recommendations, and other information that Clients and third parties may communicate regarding the Site.

Furthermore, the Company retains rights of use to all material accessible on the Website it owns, including texts, images, graphics, logo, icons, sounds, software, etc. Accordingly, any reproduction, representation, modification, publication, and adaptation, in whole or in part, of Website materials by any means or process whatsoever is strictly prohibited without the express prior consent of the Company.

**12. Personal data**

In accordance with Law 78-17 of January 6, 1978, as amended by the Laws of August 6, 2004 and June 20, 2018, it is reminded that the personal data requested from the Client are notably necessary for the creation of the Client's Account and for the access to the subscribed Services, as well as for the preparation of invoices.

These data may be communicated to the Company's partners responsible for the execution, processing, management, and payment of the Services.

The Client has, in accordance with national and European regulations in force, a permanent right of access, modification, rectification and oppositions with regard to the information concerning him.

**13. Responsibility of the Company**

The Company shall only be held liable for direct damage caused by its fault, the proof of which must be provided by the Client. The compensation for the damage suffered by the Client may not exceed the amount owed by the Client to the Company for the Services subscribed to.

The Company shall not be held liable for any indirect damage suffered by its Clients. In particular, the Parties agree that any financial or commercial loss, any loss of income, profit, data, or clientele is considered as indirect damage.

In addition, the Company shall not be held liable for any reason whatsoever for the information, data or analyses published on the Site. More specifically, it is the Client's responsibility to verify the said information, data, and analyses before making any decision, in particular investment decisions. Indeed, the Company does not provide investment advice (this activity being regulated and requiring a specific certification).

In accordance with the provisions of Article 2254 of the French Civil Code, any legal action by a Client against the Company is time-barred at the end of a period of one year from the date on which the Client concerned knew or is presumed to have known of the harmful event.

**14. Force majeure**

In the event of the occurrence of an event of force majeure with the meaning of Article 1218 of the French Civil Code, including, but not limited to, unforeseeable events such as strikes, work stoppages, social unrest, factory closures, floods, fires, production or transportation defects not caused by its own actions, supply shortages, wars, riots, insurrections, and more generally any circumstance or events preventing the Company from properly performing its obligations, the Company shall not be held liable for any failure to perform the Services, provided that the Client is immediately notified and that all necessary measures are taken to minimize the effects thereof.

If the effects of a force majeure event continue beyond ninety (90) days, the Client may terminate the Contract by registered letter with acknowledgment of receipt.

**15. Validity/indivisibility**

The invalidity, unenforceability or, more generally, the lack of effect of any provision or stipulation herein shall not affect the other provisions or stipulations which shall remain perfectly valid and binding.

**16. Applicable law and competent court**

The Contract is subject to French law.

The Commercial Court of Lyon shall have sole jurisdiction to hear any disputes relating to the Contract, failing amicable agreement between the Parties.

**17. French and foreign version**

These present General Terms and Conditions of Sale are originally written in French. This free translation is provided for the sake of accessibility to an international audience. In the event of any discrepancy or misinterpretation, the French version shall prevail over any other version written in another language, including if provided at the Client's request.

The French version of this document may be found [here](#).

**18. Election of domicile**

For the execution of the Contract and its consequences, the Parties elect domicile at their respective registered offices, as indicated in the Company's Quotation.

Any change in the address of the registered offices of either Party shall not be binding on the other Party until only eight (8) days after due notice has been given.