

GENERAL TERMS AND CONDITIONS OF USE OF THE BIOTECHRADAR.EU WEBSITE

1. Prior 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, headquartered 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. Legal notice

The website biotechradar.eu is published by the Company, 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, headquartered at 22, avenue des Frères Lumière – 69008 Lyon (France).

The publication director is Mr. Bertrand Delsuc.

The website is hosted by the company Hostinger International, domiciled by 61 Lordou Vironos, Larnaca, CY, 6023 (Cyprus).

3. Definitions

In these general terms and conditions of use, capitalized words or expressions shall have the following meaning:

Client/Customer:

- **professional Client:** means any firm requesting a quotation from the Company in order to subscribe to the offered information, data collection, and analysis services.
- **non-professional Customer (retail):** means any natural person of legal age (over 18 years) who is bound by contract to the Company for paid Services, or for a paid Service Offering on the Site.

User Account: means the account linked to the Client/Customer’s username on the Site, and by extension, the Client/Customer’s personal space, allowing him to have access, after secure password authentication, to the Services of the Site, to his personal information, and any subscription information (if the Client/Customer has subscribed).

Visitor: means a natural or legal person who browses, or uses the content of the Site that is freely accessible, without being a Client/Customer, and who does not have a User Account.

General Terms and Conditions of Use: means the present document and any of its annexes.

General Terms and Conditions of Sale (different for professional Clients and non-professional Customers): means the document drawn up by the Company and any of its possible annexes, which the Client/Customer must accept in order to subscribe to the Services under the conditions specified hereafter.

Contract:

- **with professional Clients:** 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.

- **with non-professional Customers:** any order placed on the Site constitutes the formation of a contract concluded remotely between the Customer and the Company, governed by the General Conditions of Sale for non-professional Customers of the Company, accepted by the non-professional Customer under the conditions set out below, as well as any amendments.

Quote (only for professional Clients): means the document drawn up by the Company and accepted by the professional Client following potential negotiations between the Parties, including, notably, a detailing of the contracted Service/Services, as well as its/their price, payment methods, and any special provisions applicable to the contractual relations of the Parties.

Party or Parties: means the Company or a Client/Customer individually, and the Company and a client collectively.

Service(s): means the full range of services offered by the Company, as detailed on the Biotech Radar website (accessible at: <https://biotechradar.eu>), of which it is the owner and publisher.

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

4. Purpose

The purpose of these General Terms and Conditions of Use is among others things to provide the Company with a legal framework for the terms and conditions under which the Clients have access to the Services, as well as to provide a non-exhaustive description of said Services.

The General Terms and Conditions of Use further specify the methods of Client subscription to the Services, as well as the Service payment methods.

They also cover the Company's privacy policy.

Lastly, they also specify the terms regarding the Company's liability.

Any subscription to the Services of the Site or use of the Site implies acceptance without any reservation or restriction of these Terms by the Client/Customer or the Visitor.

When creating a User Account on the Site via the registration form, each Client/Customer expressly accepts these Terms by ticking the box preceding the following: "I have read and understood the General Terms and Conditions of Use, and I accept them."

In the event of non-acceptance of the General Terms and Conditions of Use stipulated in this agreement, the Client/Customer must waive access to the Services offered by the Site.

5. Access to the Services

Access to the Services is reserved to Clients/Customers who regularly subscribe to said Services in compliance with the methods laid down to this effect in Article 6 hereof.

The fees that may arise from access to and use of the Site are the sole responsibility of the Client/Customer or the Visitor.

The Site is accessible 24 hours a day and 7 days a week.

The Company reserves the right to modify, without compensation or prior notice, the Services or the Site accessibility hours, as well as to restrict or suspend the access to one or more Services in order to perform updates, modifications or improvements.

Visitors do not have access to the Site's Paid Services, but may view the Site's content that is freely accessible, without having to subscribe to the Site's Paid Services. The Visitors nevertheless remain subject to the same General Conditions of Use as the Customers that may be applicable to them, in particular on the aspects of liability of the Company, security, or intellectual property.

The free content of the Site includes articles on the biotechnology sector or on a specific topic, as well as relatively brief analyses. In addition to some sector indicators accessible from the main page of the Site, market data on the biotechnology sector are also available free of charge (delayed data from third parties – see Article 12 hereof).

6. 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 the professional Client or the non-professional Customer, 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 "12 - Liability of the Company" hereof).

As specifically concerns the Company's analyses, some shall be made available without subscription to the Services, while others shall only be available to Clients of the Company having subscribed to the Services under the conditions outlined in Article 7 hereof. Within this framework, some of the Company's analyses shall be chargeable in addition to the subscription fee.

The data used in the collection and analysis process are detailed on the Site (these include market data on

biotechnology companies listed on different European stock exchanges, financial data, profile data of said companies, data on their product portfolios, data on partnerships and various agreements with third-party companies, data on their funding sources, data pertaining to their R&D activities, as well as data pertaining to their financial calendars and investor events).

The full set of data the Company relies on for its service delivery is publicly available.

7. Service subscription

7.1. Subscription by a non-professional Customer

The non-professional Customer, who is still a non-professional Visitor at the time of his subscription, must subscribe to the Services offered on the Site by completing the registration form in connection with the desired offering. By agreeing to subscribe to the Paid Services of the Site, the future non-professional Customer undertakes to provide sincere and accurate information regarding his civil status and contact details, including his email address.

Once the subscription is validated, the non-professional Visitor becomes a non-professional Customer. To access the subscribed Services, the non-professional Customer must then identify itself using its username and password that have been chosen by the non-professional Customer (username chosen in the registration form, password selected after being invited by email to choose one).

Any non-professional Customer whose account is active may also request the cancellation of its subscription by going to the dedicated page on its User Account. It will be effective within a reasonable time.

7.2. Account Request by a professional Client

The professional Client may not open a User Account on its own on the Site. In order to do this, the Client must submit

a request to the Company by following the indications laid down to this effect on the Site.

The professional Client must fill in the request form to access the Site Services (by providing the following information: identity; age; profession; country; name and activity of the company for which the request is carried out; reasons for desiring access to the Services; a valid e-mail address).

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

Access to the Services of the Site and the creation of the User Account permitting this access shall only be validated by the Company after the conclusion of the contract for Professional Clients, under the conditions defined in Articles 7.2 to 7.4 hereof.

7.3. Client/Customer commitments, professional or non-professional

By submitting a request to create an Account, the Client/Customer guarantees to have the age of majority and the full legal capacity to enter into a contract.

Furthermore, the Client/Customer commits to refraining from using a username that could undermine the rights of third parties, public order or morality, as well as to provide accurate information and to update it.

Regarding the Account access information, the Client/Customer commits to refraining from disclosing them in any form whatsoever. The Client/Customer has sole responsibility for the privacy and use of his access information. In the event of a non-compliance with any Client/Customer commitments, the Company reserves the right to automatically, without compensation or prior formality, suspend the Account of said Client/Customer.

7.4 Quotation and Contract conclusion for Professional Clients

Quotation requests are submitted to the Company *via* its Site, using the form provided for such purpose, or via e-mail.

Various exchanges may then take place between the Company and its Clients so that the Company can provide a Quotation that is closely aligned with their expectations, which may then become the object of discussion between the Parties.

The Contract with a professional Client 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 for professional Clients under the conditions set out hereafter; (ii) as well as the payment of the Service fees, as agreed to by the Parties in the Quotation, under the conditions set out in Article 8.2 hereof.

The Quotation shall be deemed accepted by the Client upon the Company's reception of a professional Client-signed copy of said Quotation at the e-mail address billing@biotechradar.eu, or at the address of the sender of the Quotation (owned by the Company).

The General Terms and Conditions of Sale for professional Clients are considered accepted by the professional Client on the day of receipt by the Company of a copy initialed and signed by said Client, at the email address: billing@biotechradar.eu, or the address of the sender of the Quote/Contract (owned by the Company).

If a professional Client requires the execution of new Services and its General Terms and Conditions of Sale for professional Clients have not undergone any modifications since their last acceptance, the professional Client shall not be required to accept the General Terms and Conditions of Sale for professional Clients again.

Furthermore, these General Terms and Conditions of Sale for professional Clients are applicable notwithstanding any contrary clause stipulated in documents originating from the professional Client.

Lastly, these General Terms and Conditions of Sale for professional Clients shall apply subject to any contrary clause stipulated in the Company's Quotation, in the version accepted by the professional Client or in potential amendments to this Quotation, signed by both Parties.

7.5 Creation of the User Account by the Company

- **For non-professional Customers:**

The conditions for creating a non-professional Customer's User Account are described in the General Terms and Conditions of Sale for non-professional Customers, when placing an order (see "Article 4 – Order").

- **For professional Clients:**

The creation of the professional Client's Account assumes prior adherence to the following:

- the provisions set out in Articles 7.1 to 7.4 hereof;
- the payment of the Service fees as agreed to in the terms set out in Article 8.2 hereof.

If all these conditions are met, the Company shall create the professional Client's Account so that he may access the Services subscribed to, and shall provide all pertinent information via e-mail (at the e-mail address indicated by the Client).

8. Price and Payment

8.1. Price

- **For non-professional Customers:**

The price of the Services offered to non-professional Customers is indicated on the Site for each Service offering. With regard to the rates applied and the conditions attached thereto, the non-professional Customer must refer to the General Terms and Conditions of Sale for non-professional Customers (see "Article 3 – Price").

- **For professional Clients:**

The prices of the Services offered by the Company are determined on a case-by-case basis according to the Services requested by the professional Client, particularly for custom missions.

These prices are specified in the Quotations of the Company and are expressed in euros, unless specific sales terms between the Parties apply. The specified prices are pre-tax or inclusive of all taxes (depending on the professional Client's situation), definitive and non-adjustable, unless otherwise agreed in writing between the Parties.

Prices shall be paid in accordance with Article 7.2 to 7.4 hereof.

8.2. Payment

- **For non-professional Customers:**

The non-professional Customer must refer to the "Article 5 – Conditions of Payment" of the General Conditions of Sale for non-professional customers.

- **For professional Clients:**

Payments for services are carried out by the professional Client after accepting the Quotation provided by the Company (under the terms set out in Article 7.2 to 7.4

hereof) and prior to the opening of its User Account by the Company (under the conditions set out in Article 7.5 hereof).

Payment for Services shall be made by the professional Client: (i) through bank transfer to the Company's bank account (whose details will have been provided to said Client beforehand); (ii) directly online via a secure online payment service, such as Stripe (website: <https://stripe.com/>).

Once the Service payment has been completed, the professional Client shall receive the corresponding invoice (at the e-mail address indicated to the Company).

9. Amendments to the General Terms and Conditions of Use

The applicable General Terms and Conditions of Use are those in force at the time of creation of the Client's Account.

These General Terms and Conditions of Use are available for consultation on the Site, usually at the bottom of the page.

However, the Company may need to modify these General Terms and Conditions of Use at any time without prior notice, provided that it notifies its clients as soon as these terms come into force via e-mail and/or by publishing said modifications on the Site.

The Company shall revise the General Terms and Conditions of Use by indicating the date of the latest update at the top right of this document.

10. Intellectual Property

All materials on this Site and on the Client/Customer's Account are subject to Intellectual Property law, and more particularly by copyright.

As such, the company alone retains all right, title, and interest, including all Intellectual Property rights associated with the Site, in and to the Client/Customer's Account, as well as to the ideas, suggestions, requests for improvement, comments, recommendations, and other information that Clients and third parties may provide regarding the Site.

Furthermore, the Company retains rights of use to all material accessible on the Site 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 Site materials by any means or process whatsoever is strictly prohibited without the express prior consent of the Company.

The Client/Customer or Visitor must seek the prior permission of the Company for any reproduction, publication, copy of the various contents. It undertakes to use the contents of the site in a strictly private context, any use for commercial and advertising purposes is strictly prohibited.

Any total or partial representation of this site by any process whatsoever, without the express permission of the operator of the website would constitute an infringement sanctioned by article L 335-2 et seq of the French Code of Intellectual Property.

It is recalled in accordance with article L122-5 of the French Code of Intellectual Property that the user who reproduces, copies or publishes the protected content must quote the author and its source.

11. Privacy Policy

11.1. Personal Data

Collected Personal Data

Personal data are mainly collected by the Company from the Site through the use of online forms, “cookies,” and the Client/Customer’s browser.

The main Personal Data collected are: title; last name; first name; country; mailing address; telephone number; e-mail address; IP address (of the equipment and the internet service provider); browsing data (language preference, date and time of access to the Site; the Site pages visited; etc.).

The Client/Customer’s personal data are mainly collected at the time of subscription to the Services, their placement of an order, and the performance of associated payment transactions.

Under the Data Protection and Freedoms Act, dated 6 January 1978, the Client/Customer has a right of access, rectification, deletion and opposition of his personal data. The Client/Customer exercises this right:

- via its User Account,
- or via the Site Privacy Policy page, located at <https://biotechradar.eu/privacy-policy/>,
- or send an email to: administrator@biotechradar.eu.

Purpose of Processing of Collected Personal Data

In compliance with Law 78/17 of January 6, 1978, as amended by the Laws of August 6, 2004 and June 20, 2018, the Company undertakes to process its Clients’/Customers’ Personal Data in order to perform its obligations by way of executing the Services it offers, to generate statistics or analyses, commercial prospection, as well as to send qualified information to said Clients/Customers.

Nevertheless, the data are not resold.

Recipients of the Personal Data

The Company is committed to preserving the confidentiality of personal data processed in the course of performing its obligations.

Furthermore, given that these data are likely to be disclosed to Company partners responsible for the delivery, processing, management, and payment of the orders, the Company ensures that these partners have sufficient guarantees regarding the implementation of appropriate technical and organizational measures, so that the data processing meets the requirements of the applicable regulations.

In addition, the Company reserves the right to disclose the Personal Data of its Clients/Customers if compelled by law or in case of a Client/Customer breach of these Terms.

11.2. Consent

Customers always have the possibility to withdraw their consent:

- using the cookie consent management banner or tab and choosing the options that suit it,
- or send an email to: administrator@biotechradar.eu.

Client/Customer consent is deemed to be given for the purpose of Service subscription, order placement, and the associated payment transactions.

Should the Clients’/Customers’ personal data be used for marketing purposes, the prior express consent of the Clients/Customers is necessary. The Clients/Customers shall be given the possibility to withdraw their consent at any time by sending an e-mail to: administrator@biotechradar.eu.

11.3. Storage

The Site is hosted by Hostinger International, domiciled at 61 Lordou Vironos, Larnaca, CY, 6023 (Cyprus).

The Personal Data collected is hosted by Hostinger International, domiciled at 61 Lordou Vironos, Larnaca, CY, 6023 (Cyprus).

11.4. Payment

Payment for the Services is made: (i) by the professional Client, through bank transfer to the Company’s bank account (of which details will have been provided beforehand); (ii) by the non-professional Customer, or the professional Client, directly online via a secure online payment service, such as Stripe.

Information relative to payment transactions is retained as long as is necessary to finalize orders. Once the orders have been completed, the information concerning the relevant transactions is deleted.

All direct payment gateways comply with the PCI-DSS, governed by the PCI Security Standards Council, arising from the joint effort of companies such as Visa, MasterCard, and American Express.

11.5. Security

The Company is committed to implementing all means necessary to ensure the security and privacy of Personal Data.

As such, in order to protect the Personal Data of its Clients/Customers, the Company takes a set of precautions and implements the best practices in the matter to ensure that said Data are not lost, diverted, accessed, disclosed, modified or destroyed in an inappropriate way.

11.6. Cookies

What is a “cookie”? A “cookie” or tracer is an electronic file deposited on a terminal, such as a computer, a tablet or a smartphone and read when browsing a website, reading an e-mail, installing or using software or a mobile application, whatever the type of terminal used.

In this particular case, the proper functioning of the Site involves the installation of cookies on the Client/Customer's computer upon connection in order to record information related to the latter's browsing history (pages viewed, date and time of access, etc.) and the identity of Clients/Customers.

A cookie contains a unique identifier, randomly generated and therefore anonymous. Some cookies expire at the end of the Client/Customer's or Visitor's visit, others remain. The information contained in cookies is used to improve the site and the user experience.

However, the Client/Customer or Visitor must give its consent to the use of certain cookies. Failing acceptance, the Client/Customer or Visitor is informed that certain features or pages may be refused.

When accessing the website for the first time, a banner explaining use of "cookies" will appear. By further continuing to browse, the Client/Customer, Visitor, or prospective client shall be considered to have been informed and to have accepted the use of said "cookies."

The Client/Customer reserves the right to oppose the use of cookies by directly configuring his or her browser software.

11.7. Rights concerning Personal Data

According to national and European regulations currently in force, the Client has the permanent right to access, modify, correct, oppose, and port information held about it.

To exercise this right, the Client only needs to submit a request to the following e-mail address: administrator@biotechradar.eu.

Furthermore, if there is reason to believe that the security of a Client/Customer's personal data has been compromised or that these Data have been misused, the Client/Customer reserves the right to contact the Company

at the following e-mail address: administrator@biotechradar.eu.

The Company shall examine the complaints regarding the use and disclosure of Personal Data and seek a solution in accordance with existing regulations.

11.8. Duration of Personal Data storage

Personal Data shall be held no longer than the legal period and only as long as necessary in respect of the data minimization principle (www.cnil.fr/fr/limiter-la-conservation-des-donnees).

12. Liability of the Company

- **Conditions specific to professional Clients**

The Company shall only be held liable for direct damages occasioned by its fault, and on the basis of evidence reported by the professional Client. Compensation for the damage suffered by the professional Client may not exceed the amount owed by the professional Client to the Company for the Services subscribed to.

The Company shall not be held liable for any indirect damage suffered by its professional Clients. The Parties agree to regard any financial or business loss, loss of income, benefits, data, or clients as indirect damage.

- **Conditions applicable to Clients/Customers, professionals or non-professionals, and Visitors**

In addition, the Company shall not be held liable for any reason whatsoever for the information, data or analyses on its Site. More specifically, it is the Client/Customer/Visitor's responsibility to verify said information, data, and analyses before making any decision, particularly an investment decision. Indeed, the Company's vocation is not to provide investment advice (such activity is regulated and requires specific certification).

No information, data, or analysis available on the Site or disseminated by the Company through the Site may create warranties not expressly provided for in these Terms and Conditions.

The sources of information posted on the Site are considered reliable but the Site does not guarantee to be free from defects, errors or omissions. The information provided is presented for information and general purposes without contractual value. Consequently, the Client/Customer or Visitor acknowledges that the use of the Site is made "at its own risk", the Site being accessible "as is" and based on its availability. Despite regular updates, the Site cannot be held responsible for the modification of administrative and legal provisions occurring after publication.

Certain information or data available on the Site is obtained through third-party providers (which are themselves governed by the General Terms and Conditions of Use of these providers mentioned above). The Company shall not be held liable for any error or malfunction in data from such third-party providers, in particular market data, or market price data.

Hyperlinks may be present on the Site. The Client/Customer or Visitor is informed that by clicking on these links, they will leave the Site. The Company, publisher of the Site, has no control over the web pages on which these links end and cannot, under any circumstances, be responsible for their content.

The Client/Customer makes sure to keep his password secret. Any disclosure of the password in any form is prohibited. Under no circumstances may the Client/Customer authorize third parties (natural or legal persons) to use its identifiers and its User Account on the Site. Nor can the Client/Customer assign its User Account to third parties. The Corporation may take preventive measures to limit the occurrence of these scenarios. In the event of a problem accessing its User Account and the subscribed Services, the Client/Customer may contact the

Site by email (for example: contact@biotechradar.eu) and, may be invited to collaborate with the Site's editor to resolve its access problem. If necessary, the Client/Customer will have to justify its use, for example in case of doubt about the use of the Client/Customer's identifiers by third parties. In the event of illicit use of its identifiers, the Client/Customer assumes the risks related to the use of its username and password. The Site declines all responsibility in this case, the Company may unilaterally terminate the Client/Customer Contract, and permanently interrupt the performance of the Services subscribed by the Client/Customer.

The Site cannot be held responsible for any viruses that could infect the computer or any computer equipment of the Client/Customer, Visitor, or prospect, following a use, access, or download from the Site. It is the Client/Customer or Visitor's responsibility to take all appropriate measures to protect their own data and/or software from contamination by viruses circulating through the Site.

In general, the Client/Customer or Visitor declares to accept the characteristics and limitations of the Internet and, in particular, to recognize:

- have knowledge of the nature of the Internet network, and in particular its technical performance and response times for accessing, querying or transferring information data,
- whereas it is necessary to take all necessary measures to ensure that the technical characteristics of its equipment allow it to consult the Site, particularly with regard to the screen size and resolution used to consult and use the Site in an optimal manner,
- that data circulating on the Internet are not necessarily protected, in particular against possible misuse,
- be informed that the Internet is a network that carries a certain amount of data that may be protected and violate legal provisions in force, particularly in its original jurisdiction.

The liability of the Site may not be incurred in the event of force majeure (or even Article "13 – Force majeure" of this Contract) or the unforeseeable and insurmountable fact of a third party.

In compliance with the provisions of article 2254 of the French Civil Code, any legal action taken by the Client/Customer against the Company becomes statute-barred at the end of a one-year period from the date on which the Client/Customer in question became aware or is presumed to have become aware of the damaging event.

13. Force majeure

In the event of an incident classed as force majeure as provided for in article 1218 of the French Civil Code, including, but not limited to, unpredictable events such as strikes, work stoppages, social unrest, factory closings, floods, fires, production or transportation defects not attributable to own fault, supply disruptions, wars, riots, insurrections, and more broadly, any circumstances or events preventing the Company from adequately performing its obligations, the Company shall not be held liable for any failure to perform the services, provided that that Client/Customer is notified immediately and all necessary measures are taken to minimize the impact.

- **For non-professional Customers**

In the event of force majeure, the non-professional Customer thus agrees not to hold the Company liable for any interruption or suspension of service, even without notice. The non-professional Customer can then contact the Site by e-mail at the following email address: contact@biotechradar.eu, if the latter is still functional.

- **For professional Clients**

If the impact of a force majeure event extends beyond ninety (90) days, the professional Client may terminate the

Contract by registered letter with acknowledgment of receipt.

14. Validity/indivisibility

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

15. Applicable law and competent court

The Contract is subject to French law.

The Commercial Court of Lyon shall have exclusive jurisdiction over claims relative to the Contract in the absence of an amicable agreement between the Parties.

16. French and foreign versions

These General Terms and Conditions of Use are originally written in French. This free translation is provided in English 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/Customer's request.

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

17. Election of domicile (for professional Clients only)

For the execution of the Contract with a professional Client and its documents thereafter, the Parties elect domicile in their respective headquarters, as indicated on the Company's Quotation.

Any amendment to the address of the headquarters of either Party shall be enforceable against the other Party only eight (8) days after due notice has been given.