

## GENERAL TERMS OF SALE OF BIOTELLYTICS

### **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, headquartered at 22, avenue des Frères Lumière – 69008 Lyon (France) (hereinafter referred to as the “**Company**”).

The Company has come up with an online data collection and intelligence solution primarily intended to assist the investment decision-making process in the field of life sciences, especially in biotechnology companies.

The Company is owner and publisher of the internet website Biotech Radar (accessible at: [www.biotechradar.eu](http://www.biotechradar.eu)) through which it offers the aforementioned solution. It consists of publishing information and collecting and analyzing data centered on biotechnology companies in order to assist professionals (notably specialized, institutional, and world finance investors) mainly with investment decisions.

### **2. Definitions**

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

**Client:** designates any firm that requests a cost estimate from the Company in order to subscribe to the offered information, data collection, and analysis services.

**Account:** designates the Client’s Accounts on the Website and on SharePoint, enabling its access to the services.

**General Terms of Sale:** designates the present document and any of its annexes.

**Contract:** a set of documents consisting of the Cost Estimate and the Company’s General Terms of Sale as accepted by the Client under the conditions specified

hereafter, including any amendments to the Cost Estimate, signed by both Parties.

**Cost estimate:** indicates the document drawn up by the Company and accepted by the 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:** designates the Company or a Client individually, and the Company and a client collectively.

**Service(s):** designates the full range of services offered by the Company, as detailed on the Biotech Radar website (accessible at: [www.biotechradar.eu](http://www.biotechradar.eu)), of which it is the owner and publisher.

**Website:** designates the Biotech Radar website (accessible at: [www.biotechradar.eu](http://www.biotechradar.eu)) of which the Company is owner and publisher.

### **3. Purpose**

The purpose of these General Terms of Sale is among other things to provide a non-exhaustive description of the Services offered by the Company, as well as the terms of subscription to said Services.

The General Terms of Sale further specify the Service payment methods.

They also cover the Company’s limitation of liability.

### **4. Contractual documents**

The Company’s Clients acknowledge that the business relations between the Parties, including, most notably, access to the services offered by the Company, are exclusively governed by the contract concluded between them upon the Client’s acceptance of the Company’s Cost

Estimate and these General Terms of Sale under the conditions described hereafter.

The Contract consists of the following contractual documents:

- The Company’s Cost Estimate, in the version approved by both Parties and accepted by the Client. The Cost Estimate shall be deemed accepted by the Client upon the Company’s reception of a Client-signed copy of said Cost Estimate via e-mail at [billing@biotechradar.eu](mailto:billing@biotechradar.eu).
- these General Terms of Sale. All access to the Services offered by the Company involves its unreserved compliance with these General Terms of Sale. These General Terms of Sale shall be deemed accepted by the Client upon reception by the Company of a copy signed and initialed by said Client (at the following e-mail address: [billing@biotechradar.eu](mailto:billing@biotechradar.eu)).

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

Furthermore, these General Terms of Sale are applicable notwithstanding any contrary clause stipulated in documents originating from the client.

Lastly, these General Terms of Sale shall apply subject to any contrary clause stipulated in the Company’s Cost Estimate, in the version accepted by the Client or in potential amendments to this Cost Estimate, signed by both Parties.

### **5. Services**

The Services offered by the Company are described at length on the website.

They mainly consist of publishing information and collecting and analyzing data centered on biotechnology companies in order to assist professionals (notably specialized, institutional, and world finance investors) mainly with investment decisions.

As specifically concerns the Company's analyses, some shall be 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 6 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 Website (these include market data on biotechnology companies quoted 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.

## **6. Service subscription**

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

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

The Client cannot autonomously open an account on the Website. 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 Website.

The client must fill in the request form to access the Website 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 access to the Website.

Access to the Services of the Website and the creation of the Account permitting this access shall only be validated by the Company after the conclusion of the Contract, in accordance with the conclusions set out in Article 6.2 hereof.

#### **Client commitments**

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

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

### **6.2 Cost Estimate and Contract conclusion**

Cost Estimate requests are submitted to the Company *via* its Website, 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 Cost Estimate that is closely aligned with their expectations, which may then become the object of discussion between the Parties.

The Contract shall be concluded between the Parties when the Company receives the following: (i) the Client's acceptance of the Cost Estimate and these General Terms of Sale under the conditions set out in Article 4 hereof; (ii) as well as the payment of the Service fees as agreed to by the Parties with regards to the Cost Estimate under the conditions set out in Article 7.2 hereof.

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

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

- the provisions set out in Articles 6.1 and 6.2 hereof;
- the payment of the Service fees as agreed to in the terms set out in Article 7.2 hereof.

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

## **7. Prices and Payments**

### **7.1. Prices**

The prices of the Services offered by the Company are determined on a case-by-case basis according to the Services requested by the Client.

These prices are specified in the Cost Estimates 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 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 hereof.

## **7.2. Payment**

Payments for Services rendered are carried out by the Client after accepting the Cost Estimate provided by the Company (under the terms set out in Article 4 hereof) and prior to the opening of its Account by the Company (under the conditions set out in Article 6.3 hereof).

Payment for Services rendered is carried out by the Client: (i) through bank transfer to the Company's account (whose details will have been provided to said Client beforehand); (ii) directly online via a secure online payment service, such as Stripe.

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

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

The contract is effective as of the date of creation of the Client's Account under the conditions set out in Article 6.3 hereof.

The Contract is concluded for a fixed duration as stipulated in the Cost Estimate approved by both Parties and accepted by the Client under the conditions set out in Article 4 hereof.

At the end of this period, the Client's account is deactivated, excepting a request for subscription renewal to the Services sent by the Client to the Company via e-mail (to the following e-mail address: [billing@biotechradar.eu](mailto:billing@biotechradar.eu)) no later than fifteen (15) days before the end of the period.

The company shall then deliver a new cost estimate to the client, which will have to be accepted by the latter under the terms set out in Article 4 hereof.

Furthermore, under these circumstances, the Company shall only maintain the Client's account if it has paid the Company the agreed price of this new subscription under the terms set out in Article 7.2 hereof.

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

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

The applicable General Terms of Sale are those in force at the time the Company receives their acceptance of them by the Client under the terms set out in Article 4 hereof.

However, the Company may need to modify these General Terms of Sale 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 Website.

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

Any Client wishing to subscribe to the Company's Services must accept these General Terms of Sale in their entirety, including the latest update which it shall be informed of where appropriate.

### **9.2. Amendment to the Cost Estimate**

The Cost Estimate, as approved by the Parties and accepted by the Client under the conditions set out in Article 4 hereof, may only be amended with the joint agreement of the Parties by means of a supplementary clause.

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

If either Party fails to comply with one of these key obligations, the other Party may rightfully terminate the Contract, without prejudice to any damages and interests, thirty (30) days after formal notification sent by registered letter with acknowledgment of receipt, has gone unheeded.

## **11. Intellectual property**

All materials on the Website and on the Client's Account are subject to intellectual property law.

As such, the company alone retains all right, title, and interest, including all intellectual property rights associated with the Website, in and to the Client'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 Website.

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 compliance with Law 78/17 of January 1978, as amended by the Laws of August 6, 2004 and June 20, 2018, it is reminded that personal data required from the Client are necessary for the creation of its account and access to the subscribed Services, as well as for generating invoices.

These data may be disclosed to Company partners responsible for the delivery, processing, management, and payment of the Services.

The Client has the permanent right to access, modify, correct or oppose information held about it.

## **13. Company Liability**

The Company shall only be held liable for direct damages occasioned by its fault, and on the basis of evidence reported by the Client. 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. The Parties agree to regard any financial or business loss, loss of income, benefits, data,

or clients as indirect damage. In addition, the Company shall not be held liable for any reason whatsoever for the information, data or analyses on its Website. More specifically, it is the Client'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).

Furthermore, the Company shall not be held liable for difficulties encountered by the Client while using the SharePoint platform.

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

**14. 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 circumstance 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 is notified immediately and all necessary measures are taken to minimize the impact.

If the impact of a force majeure event extends 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 hereof shall not affect the other provisions 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 exclusive jurisdiction over claims relative to the Contract in the absence of an amicable agreement between the Parties.

**17. French and foreign version**

These General Terms of Sale are originally drawn up 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 drawn up in another language 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 documents thereafter, the Parties elect domicile in their respective headquarters as indicated on the Company's Cost Estimate.

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.