QBD Group General Terms and Conditions

Article 1. Definitions

Within the framework of these General Terms and Conditions the words written with a capital letter have the following meaning:

Affiliate: any company which, directly or indirectly, controls or is controlled by or is under common control with a Party hereto by means of ownership of more than fifty (50) percent of the voting stock or similar interest in said company.

Agreement: the Proposal, these Terms and Conditions and any annexes or documents expressly incorporated into the Proposal, as accepted by the authorized persons of QBD and the Client.

Client: QBD's contracting counterparty.

Client Materials: all documents, information, data, materials and instructions provided by or on behalf of the Client in connection with the Services.

Confidential Information: means any non-public information disclosed by one party ("Disclosing Party") to the other ("Receiving Party"), including but not limited to any information which is either marked as confidential or is identified as such at the time of disclosure, any information which by its nature is clearly confidential (including but not limited to any trade secrets, business ideas, specific work processes, financial information, or customer list), and any information regarding the Services, acquired by one Party from the other Party, its clients or developed by QBD under this Agreement. Confidential Information shall not include information, which is or becomes publicly available, unless as a result of breach of this Agreement.

Deliverables: the project-specific reports, analyses, documents or other outputs expressly identified as deliverables in the Proposal.

Fees: the fees, rates and other charges payable by the Client for the Services, as specified or calculated in accordance with the Proposal.

Parties: QBD and Client jointly.

QBD: the legal entity, as indicated in the Proposal, that will provide the Services as described in the Proposal, for a fee, and according to these Terms and Conditions at the request of the Client.

Proposal: any quotation, offer, proposal, statement of work or other written commercial document issued by QBD and signed or otherwise expressly accepted by the Client, describing the Services, Fees and any project-specific terms.

Services: the consultancy and related services expressly described in the Proposal.

Terms and Conditions: these "QBD Group General Terms and Conditions", as amended from time to time in accordance with Article 2.5.

Third Party: any person or entity other than a Party or its Affiliate.

Article 2. Scope

2.1. These Terms and Conditions shall apply upon the Client's signature or other express written acceptance of the Proposal. The Parties agree on the Services described in the Proposal and the associated Fees and costs.

2.2. These Terms and Conditions shall not apply to Services governed by a Master Services Agreement or another specific agreement already in force between the Parties for those Services.

2.3. Any deviation from these Terms and Conditions must be expressly agreed in writing. In the event of a conflict, any express deviation in the the Proposal shall prevail over these Terms and Conditions.

2.4. Any general or special terms and conditions of the Client, including terms referred to in a purchase order, procurement platform, supplier onboarding document or other Client document, are expressly excluded unless specifically accepted in writing by an authorised representative of QBD.

2.5. QBD reserves the right to amend or update these Terms and Conditions from time to time. Any amended version shall be published on QBD's website at https://qbdgroup.com/en/terms-and-conditions , together with its effective date.

The version of the Terms and Conditions applicable to the Agreement shall be the version in force on the date the relevant Proposal is accepted by the Client. This version shall remain applicable throughout the term of the resulting agreement. Any subsequent amendments shall only apply to Proposals accepted on or after the effective date of the amended version and shall not affect existing agreements, unless otherwise expressly agreed in writing by both Parties.

Article 3. Rights and obligations

3.1. QBD will have no obligation to perform Services that are not expressly identified in the Proposal.

3.2. Unless otherwise specified in the Proposal, the Parties expressly agree that the Services performed by QBD are an obligation of means and not an obligation of result. The Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Client.

3.3. QBD shall perform the Services based on its professional knowledge, experience and reasonable interpretation of the applicable legal, regulatory, scientific and industry requirements and guidance available at the time of performance.

3.4. QBD will perform the Services with all possible independence and autonomy, and it will perform its professional activities the way it considers appropriate.

3.5. QBD shall provide the Services on a time and materials basis, fixed-fee basis, unit-based basis or a combination thereof, as defined in the Proposal. QBD shall take account of the Client's instructions and guidelines to the extent they relate to the agreed Services and comply with applicable law. Final responsibility for the Client's project, study, product, regulatory submission and implementation of QBD's advice remains with the Client.

3.6. QBD shall not be responsible for inaccuracies, omissions, inconsistencies or delays resulting from incomplete, inaccurate, inconsistent, outdated or late Client Materials or instructions.

3.7. Any delay, disruption or additional work resulting from an act or omission of the Client shall not constitute a breach by QBD, shall entitle QBD to a reasonable extension of time and may result in additional Fees and costs.

3.8. Where the Services are based on existing literature, data or other source materials, QBD may rely on and use such Client Materials as reasonably necessary for the performance of the Services. The Client is responsible for their accuracy, completeness and timely availability. Unless expressly included in the Proposal, QBD does not independently verify the underlying accuracy, completeness, research, data or conclusions and does not generate new scientific evidence.

3.9 The Client may request changes to the scope, Deliverables, or timing. QBD shall not be required to implement any requested change until the Parties have agreed in writing on its impact on the Fees, timing and other relevant conditions.

3.10 Where the assumptions underlying the Proposal prove to be incorrect, incomplete or no longer applicable, QBD may request an appropriate adjustment to the scope, Fees, timing or other relevant conditions. Any agreed adjustment may be documented in a revised Proposal, change order, amendment or written confirmation by e-mail between the authorized project representatives of the Parties.

3.11. Where reasonably required by applicable law, a competent authority or a notified body in connection with the Services, QBD shall provide reasonable cooperation and access to relevant records directly relating to the Services. Any audit shall be limited to the relevant Services, conducted during normal business hours upon at least thirty (30) calendar days' prior written notice and in a manner that minimizes disruption to QBD's operations and protects the confidential information of QBD and its other clients. The Client shall bear the reasonable costs associated with the audit and any related assistance provided by QBD. The thirty (30) calendar days' notice period shall not apply where a competent authority or notified body is legally entitled to conduct an unannounced inspection.

Article 4. Duration and termination

4.1. These Terms and Conditions shall enter into force upon the Client's acceptance of the Proposal and shall remain in force until the relevant Services have been performed, unless terminated earlier in accordance with this Article.

4.2. Either Party may terminate the Agreement upon the other Party's failure to cure a breach of a material provision within thirty (30) calendar days after receipt of written notice, if such breach is capable of remedy.

4.3. Either Party may terminate the Agreement for convenience by giving the other Party thirty (30) calendar days' prior written notice.

4.4. Either Party may terminate the Agreement with immediate effect if the other Party becomes insolvent, enters into liquidation, ceases its business activities or becomes subject to comparable proceedings, to the extent permitted by applicable law.

4.5. If the Client cancels, suspends or prematurely terminates the Services for reasons not attributable to QBD, the Client shall pay (i) all Fees for Services performed and work in progress up to the effective date of cancellation, suspension or termination; (ii) any reasonable and documented non-cancellable third-party costs incurred by QBD in connection with the Services; and (iii) a cancellation fee equal to thirty percent (30%) of the remaining estimated budget for the Services not yet performed. The cancellation fee is intended to compensate QBD for reserved capacity, project planning and the administrative and operational impact of the early termination.

4.6. Termination shall not affect any accrued rights or payment obligations. Articles intended by their nature to survive shall remain in force.

Article 5. Invoicing and payment

5.1. Unless otherwise specified in the Proposal, time and materials Services shall be invoiced monthly at the applicable rates. Fixed-fee and unit-based Services shall be invoiced in accordance with the payment schedule stated in the Proposal.

5.2. All payments due to QBD under this Agreement shall be made in full, without any set-off, counterclaim, deduction, or withholding, except as required by applicable law. If any deduction or withholding is required by law, the amount payable to QBD shall be grossed up to cover such withholding tax. Each Party shall be responsible for its own tax obligations under applicable laws.

5.3. Unless otherwise specified in the Proposal, invoices must be paid within thirty (30) calendar days of the invoice date.

5.4. Fees are exclusive of pass-through costs such as travel, mileage, hotel accommodation, business meals, courier and photocopies or any costs reasonable incurred by QBD to provide the Services. All pass-through costs will be itemized on the invoice(s).

5.5. QBD may annually review and adjust the hourly rates specified in an accepted Proposal, generally with effect from January of each calendar year. QBD shall communicate the revised hourly rates and their effective date to the Client. The revised hourly rates shall apply to all Services performed on or after the effective date under any accepted Proposal that remains in effect at that time. Any adjustment shall be reasonable and may consider relevant factors, including

inflation, increases in operational or personnel costs, and changes in the seniority, expertise or remuneration of the QBD personnel performing the Services.

5.6. If payment is not made on the last day of the payment period, QBD shall, by operation of law and without notice, be entitled to statutory interest and fixed compensation applicable to late payment in commercial transactions, together with reasonable recovery costs.

5.7. To be valid, objections to an invoice should be made by e-mail to the accountancy e-mail address as mentioned on the invoice, or by registered letter, within 14 days of the invoice date. Absence of objections within this period is considered unreserved acceptance of the conformity of the Services and thus rendering them payable by the Client. Objections received after this period of 14 days will not be accepted.

5.8. If any portion of an invoice is disputed, the Client shall pay the undisputed amounts when due and the Parties shall use good faith efforts to resolve the disputed amount.

5.9. If an undisputed invoice remains overdue, QBD may suspend the Services until all overdue undisputed amounts are paid in full, without prejudice to its other rights.

5.10. The Client shall bear its own bank and transfer fees. The full invoiced amount must be received by QBD without deduction for the Client's banking costs.

5.11. If a purchase order number is required, the Client shall provide it no later than the start date of the Services. The absence or delay of a purchase order shall not prevent QBD from invoicing or affecting the applicable payment period.

Article 6. Force Majeure

Neither Party shall be held liable or be deemed in breach for delay or omission in the performance of any obligation to the extent and for so long as such delay or omission is caused by an extraordinary circumstance beyond the reasonable control of the affected Party, including strike, war, lock-out, insurrection, pandemic, epidemic, quarantine measures, fire, import or export bans, transport bans, government measures, storms, explosions, natural disasters, earthquakes, failure of utilities or communications systems, cyber-attacks and lack of materials. The affected Party shall promptly notify the other Party and use reasonable efforts to mitigate the effects. If the event continues for more than sixty (60) consecutive calendar days and materially prevents performance, either Party may terminate the affected Services by written notice.

Article 7. Warranties

7.1. The Client warrants that the Services and Deliverables shall be used only for lawful purposes and in accordance with the Agreement. The Client remains responsible for its products, studies, activities and regulatory or commercial decisions.

7.2. QBD represents and warrants that the Services will be performed in accordance with and conform to these Terms and Conditions, the Proposal and any applicable industry standards and practices, laws, statutes, ordinances and regulations, including anti-bribery and anti-corruption laws or regulations; provided by qualified personnel, suitably skilled and trained in the performance of the Services and performed in a diligent and professional manner applicable to QBD's performance of the Services.

7.3. QBD does not warrant that any advice, application, submission, study, product or other activity will result in a particular approval, certification, decision or commercial outcome by a competent authority, notified body, customer or other Third Party.

7.4. Questions, comments, requests for clarification or requests for additional information from a competent authority, notified body, ethics committee, customer, journal, reviewer or other Third Party shall not in themselves constitute a defect, non-conformity or breach by QBD.

Article 8. Indemnification

8.1. The Client shall indemnify, defend, and hold harmless QBD and its affiliates, directors, officers, employees, and agents (including successors and assigns) from and against any and all claims, suits, proceedings, investigations, damages, liabilities, costs, fees, charges, fines, penalties, and any other expenses whatsoever (including but not limited to reasonable attorney's fees and costs), arising out of or relating to Third Party claims arising from (i) Client Materials, (ii) the Client's products, studies or activities, (iii) unlawful or unauthorized instructions from the Client, (iv) use of the Services or Deliverables outside the agreed purpose, (v) the Client's violation of the Agreement or applicable law, or (vi) the Client's fraud, willful misconduct or gross negligence, except to the extent the claim results from QBD's own breach, willful misconduct or gross negligence.

8.2. QBD shall promptly notify the Client of the Third Party claim. The Client shall control the defense and settlement, subject to QBD's right to participate at its own expense. No settlement that admits liability by, imposes non-monetary obligations on, or otherwise adversely affects QBD may be entered into without QBD's prior written consent.

8.3. If the Client fails to take reasonable action to defend or settle the claim within a reasonable period after notice, QBD may, at the Client's expense, undertake the defence or settlement of the claim.

Article 9. Liability

9.1. In no event will QBD, nor its Subcontractors, or any of their Staff members or representatives, be liable to the Client, except in case of any malicious intent, intentional misconduct, gross negligence, or in case of a material breach of the obligations under this Agreement.

9.2. To the fullest extent permitted by law, neither Party shall be liable to the other Party for any indirect, incidental, consequential, special, exemplary or punitive damages, including loss of profit, loss of revenue, loss of opportunity, loss of production, loss or corruption of data or reputational damage.

9.3. QBD's total aggregate liability arising out of or in connection with the Agreement, including the liability of its

Affiliates, personnel and subcontractors, whether in contract, tort or otherwise, shall not exceed the total Fees paid or payable under the relevant Proposal.

9.4. QBD shall not be liable for any claim or damage resulting from decisions made by the Client, the implementation or use of QBD's advice or Deliverables, or any use thereof outside the agreed scope or intended purpose, except to the extent directly caused by QBD's breach of the Agreement.

9.5. Nothing in these Terms and Conditions shall exclude or limit any liability that cannot lawfully be excluded or limited.

Article 10. Confidentiality

10.1. The Receiving Party shall: (a) keep Confidential Information strictly confidential during the term of the Agreement and for three (3) years thereafter; (b) use it solely for the purpose of the Agreement; and (c) disclose it only to employees, Affiliates, professional advisers, representatives and subcontractors on a need-to-know basis under confidentiality obligations no less protective than those set out herein. Trade secrets shall remain protected for as long as they qualify as trade secrets under applicable law.

10.2. Confidentiality does not apply to information that: (a) was publicly available at disclosure or later becomes public without breach; (b) was lawfully known by the Receiving Party before disclosure; (c) was lawfully obtained from a Third Party; (d) was independently developed without use of the disclosed information; or (e) is required to be disclosed by law or competent authority.

10.3. Each Party shall ensure that persons to whom it discloses Confidential Information in accordance with this Article are bound by appropriate confidentiality obligations.

Article 11. Ownership

11.1. The Client retains all rights in the Client Materials and grants QBD and its Affiliates a non-exclusive, royalty-free right to use the Client Materials to the extent necessary to perform the Services. Upon full payment of all amounts due under the Agreement, the Client shall own the intellectual property rights in the project-specific Deliverables expressly identified in the Proposal. QBD shall not be responsible for any modification of a Deliverable made without QBD's approval, and the Client shall not attribute a materially modified Deliverable to QBD without QBD's prior written consent.

11.2. QBD hereby assigns and transfers to the Client all rights, title, and interest in and to any intellectual property rights in the Deliverables, including without limitation the right to use, reproduce, record, modify, translate, adapt, distribute, publish, publicly perform, display, broadcast, make available online, sublicense, and otherwise exploit the Deliverables in all fields of use known at the time of transfer, by any means or technology.

11.3. The agreed remuneration includes full compensation for the assignment of intellectual property rights in the Deliverables. No further compensation shall be due for their use or exploitation by the Client.

11.4. The Client may indicate or omit the name of the author in connection with the Deliverables. QBD waives any right to object to modifications of the Deliverables or their manner of use by the Client, to the extent permitted by applicable law. If such waiver is not permitted under applicable law, QBD shall ensure that the authors do not exercise their moral rights in respect of the Deliverables.

11.5. Upon the Client's request and at its expense, QBD shall sign documents reasonably required to confirm or perfect the assignment of rights.

11.6. Notwithstanding the foregoing, QBD and its Affiliates retain all rights in their pre-existing or independently developed data, data models, databases, templates, methodologies, processes, know-how, analytical methods, procedures, techniques, manuals, tools, software, generic findings, reusable materials and all improvements, modifications and enhancements thereto ("QBD Background Materials").

11.7. To the extent QBD Background Materials are incorporated into a Deliverable, QBD grants the Client a perpetual, worldwide, non-exclusive, royalty-free license to use such materials solely as part of and for the intended use of the Deliverable.

11.8. The Client warrants that QBD's authorized use of the Client Materials does not infringe Third Party rights.

Article 12. Non-solicitation and non-circumvention

12.1. The Client shall not, from acceptance of the Proposal until twelve (12) months after completion of the relevant Services, directly or indirectly solicit, employ or engage any employee or independent contractor of QBD or its Affiliates who was materially involved in the Services. This restriction shall not apply to: (i) general recruitment campaigns not specifically targeted at such person; (ii) applications made independently and without prior solicitation by the Client.

12.2. During the performance of the Services and for a period of twelve (12) months following their completion or termination, the Client shall not, without QBD's prior written consent, directly or indirectly contract with, engage or otherwise obtain services from any subcontractor, external expert, consultant or other third party introduced by QBD or involved in the performance of the Services, where such engagement has the purpose or effect of circumventing QBD.

12.3. In the event of a breach of Article 12, the Client shall pay QBD liquidated damages of thirty-five thousand euro (EUR 35,000) per person or entity concerned and per breach, without prejudice to QBD's right to claim higher proven damages.

Article 13. Affiliates and subcontracting

13.1. QBD may perform the Services itself or through one or more of its Affiliates, including personnel employed or engaged by such Affiliates. Unless the Proposal expressly identifies

another QBD Affiliate as the contracting entity, QBD shall remain responsible towards the Client for the performance of the Services.

13.2. QBD may engage subcontractors where reasonably required for the performance of the Services and shall remain responsible for their performance to the same extent as for its own obligations under the Agreement.

13.3. QBD determines which personnel are assigned to the Services and may replace assigned personnel with personnel having reasonably comparable qualifications and experience.

Article 14. Data Protection

14.1. Each Party shall comply with applicable data protection laws in relation to Personal Data processed under the Agreement. Each Party acts as an independent controller for Personal Data processed for its own contract management, business administration and legal compliance purposes. The QBD Privacy Policy is available at https://qbdgroup.com/en/privacy-policy/.

14.2. Where QBD processes Personal Data on behalf of the Client, the Parties shall enter into an appropriate data processing agreement before such processing commences. The Client shall not provide special categories of Personal Data, patient data or other highly sensitive information unless such processing is necessary for the Services and expressly agreed in writing.

14.3. The Client is responsible for ensuring that it has a lawful basis to provide Personal Data to QBD and that all required information has been provided to the relevant data subjects.

Article 15. Severance

In the event that any provision or part of any provision of these Terms and Conditions is found invalid, illegal or unenforceable, in whole or in part, this shall not affect the remaining provisions, which shall continue in full force and effect. The Parties shall seek to agree a valid provision that reflects as closely as possible the purpose of the invalid, illegal or unenforceable provision.

Article 16. Use of name and logo

16.1. The Client grants QBD a non-exclusive, worldwide, royalty-free right and licence to use the Client's name and logo solely in promotional sales presentations relating to the products or services provided by QBD to the Client.

16.2. The Client retains all intellectual property rights in its name and logo.

16.3. This licence shall remain in effect for the duration of the Agreement unless terminated earlier in writing. Upon termination, QBD shall cease such use within a reasonable period.

Article 17. Non-exclusive

The Agreement shall not preclude or limit QBD, its personnel, Affiliates, representatives or subcontractors from providing services to other persons or developing materials similar to those produced in connection with the Services, provided that QBD does not disclose or use the Client's Confidential Information.

Article 18. Dispute Resolution

The Parties shall use their best efforts to resolve amicably, within thirty (30) calendar days from formal notification, any controversy, claim or dispute arising out of or in connection with these Terms and Conditions.

If no amicable resolution is reached, the dispute shall be subject to the exclusive jurisdiction of the competent courts of Antwerp, Belgium, and the Agreement shall be governed by Belgian law. If the QBD entity that is party to the Agreement is incorporated outside Belgium, the Agreement shall instead be governed by the laws and courts of the country in which that QBD entity is incorporated, unless otherwise expressly agreed in writing.