General Terms and Conditions

pharmafakt GmbH · Bunzlauer Str. 7 · 80992 Munich

§1 pharmafakt performs its consulting service activities in compliance with the acknowledged professional rules of market and social researchers.

§2 pharmafakt provides interested parties with an offer in principle in the form of a research proposal in which the tasks, the services to be provided in order to fulfil the tasks, the time required for the research and the fee to be paid are specified. The interested party receives the research proposal solely for the purpose of making a decision on the award of the contract for the proposed research. Unless otherwise agreed, its content may only be published or disclosed to third parties, in full or in part, by mutual consent. If the customer is using the assignment to pursue a purpose that is not obvious to **pharma**fakt, **pharma**fakt will point this out. The customer must then disclose his purpose in writing.

§3 The fee cited in the research proposal comprises in principle all services offered by **pharma**fakt in connection with the implementation of the assignment in the research proposal. **pharma**fakt may demand an additional fee for services desired by the customer over and above this. Additional costs that are not caused by **pharma**fakt and additional costs that were not foreseeable by **pharma**fakt at the time the contract was awarded, despite the requisite care, may be invoiced separately by **pharma**fakt if they are associated with a materially justified reason and are clearly identifiable and sufficiently defined for the customer. The same applies if the customer is not responsible for these costs. Any amendments to scope of assignment after conclusion of the contract shall require the express agreement of the parties.

§4 pharmafakt cannot guarantee exclusivity for certain product fields, research subjects or research methods unless this is expressly agreed. If exclusivity is agreed, its duration and any additional fee to be charged must be defined.

§5 The customer receives the research reports exclusively for his own use. Unless otherwise agreed, their contents may only be published or disclosed to third parties, in full or in part, by mutual consent. The research reports also may not be reproduced, printed or stored in any type of information and documentation system, processed or distributed for such a purpose. These regulations do not apply to the research results themselves (see §6). If the customer wishes to quote all or part of the research report, the quotes must be clearly identified as such and the institute must be named as the author of the research report.

§6 Unless otherwise agreed in writing, the research results are only available for the respective customer to use freely. The customer will indemnify **pharma**fakt against any claims that are enforced against **pharma**fakt because the customer has, through intent or negligence, illegally used results that were obtained in a proper way (e.g. using them for illegal and/or false advertising).

§7 pharmafakt shall retain all rights obtaining to it under copyright law. Unless otherwise agreed, the material developed while executing the assignment, especially the method used and the statistics generated, shall remain the property of **pharma**fakt. The customer's copyright to documents he has created remains unaffected.

§8 The customer's co-operation in the research and monitoring by the customer of the execution and results of the research require a separate agreement. Any additional costs incurred as a result of this must be borne by customer.

§9 pharmafakt undertakes to store the study results for a period of six weeks after delivery unless explicitly agreed otherwise.

§10 pharmafakt is obliged to treat all information provided by the customer in the strictest confidence and only to use it for the execution of the assignment.

§11 Unless otherwise agreed, **pharma**fakt's warranty and liability shall be aligned with statutory regulations.
In the event of late transmission due to intent or gross negligence on the part of **pharma**fakt, if the customer wishes to enforce rights arising from a claim that the partial performance delivered is no longer of any interest, the customer must substantiate this lack of interest. No compensation is payable, in the event of either delay or poor performance, for unforeseeable, non-typical harm and harm attributable to the customer's influence and risk area if the customer is a merchant in the sense of the German Commercial Code. **pharma**fakt accepts no liability for general negligence or if the behaviour also constitutes an unauthorised action. This exclusion of liability does not relate to essential contractual obligations, on fulfilment of which the customer therefore needs to be able to rely.

§12 If the research reports / research results are delivered late, the customer can set **pharma**fakt a reasonable deadline for performance or supplementary performance. Otherwise the statutory provisions apply.

pharmafakt is not responsible for the consequences of late delivery or loss or corruption of customer data if the delay or loss or corruption is based on circumstances that

a) lie outside **pharma**fakt's operational scope, in particular within the scope of the customer, and have not been culpably caused by **pharma**fakt, in the event of natural disasters and other cases of force majeure, in the event of sovereign interventions and industrial disputes

or

b) do lie within **pharma**fakt's operational scope but for which it is not responsible, in particular when the course of operations is impaired due to force majeure, sovereign interventions or industrial disputes. This shall be without prejudice to the customer's right to withdraw pursuant to statutory provisions.

§13 The agreed fees serve to finance the implementation of the respective research. For this reason, half of the agreed fee plus value added tax at the statutory rate is due on award of the contract and half on delivery of the results. A different arrangement may be made if the research approach or contract sum make this seem appropriate.

§14 If the contracting parties are merchants, the place of performance and jurisdiction is the headquarters of pharmafakt.

§15 If individual provisions are or become ineffective, the validity of the other provisions is not affected. Ineffective provisions must be replaced by regulations, the business success of which matches that intended by the ineffective clause as closely as possible.

§16 The commissioned analyses are carried out in the trust centre that works with **pharma**fakt (Idapharm GmbH) using anonymised data and maintaining the strictest data protection conditions. **pharma**fakt reports contain only clustered, aggregated prescription information and hence, of course, no prescription data relating to individual patients, doctors or pharmacies.

pharmafakt processes all data provided by the customer in accordance with the bilateral agreement on assignment data to be concluded. Unless otherwise agreed, the data provided by the customer will be deleted from **pharma**fakt's databases six weeks after completion of the project work. The contractor's data media will be deleted/destroyed in compliance with data protection best practice.

The customer may only use the results for its own internal purposes and may only disclose them outside the commissioning company with the consent of **pharma**fakt.

Employees of the customer who have access to these results will be informed of this agreement by the customer. The commissioning customer and **pharma**fakt hereby agree to maintain confidentiality in respect of knowledge obtained about operating processes, procedures used and technological resources as well as any other internal information about the other's business.

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