

GENERAL TERMS AND CONDITIONS

Version 04/2022

1. GENERAL PROVISIONS

- 1.1. Under these Terms and Conditions Clinical Translations as a project of Better AG, public limited company, with its registered office in Switzerland, General-Guisan-Strasse 8, 6300 Zug, VAT ID: CHE-113.039.495, registered in the register of businesses under number CH-020.4.033.737-1 (hereinafter the “Clinical Translations”) provides the Services to the Client.
- 1.2. The terms and expressions set out below shall have the meanings ascribed herein
 - 1.2.1. “Terms and Conditions” means the general business terms and conditions of Clinical Translations, as set out below;
 - 1.2.2. “Client” means the person, company, organisation, statutory or corporate body for whom Clinical Translations has agreed to provide the Services pursuant to these Terms and Conditions;
 - 1.2.3. “Services” means the translation, desktop publishing, typesetting, localization engineering or other related services required by the Client from Clinical Translations as specified in Quote;
 - 1.2.4. “Quote” means the order outlining Services offered by Clinical Translations, accepted or approved by Client, requesting Clinical Translations to perform the specified Services to the Client;
 - 1.2.5. “Source Materials” means any documents, materials, graphics or other items, in any format, provided by Client to Clinical Translations for the purposes of the Services performance;
 - 1.2.6. “Service Provision” means the result of the Services performance, i.e. the final, translated, formatted and/or localised version of the Source Materials or other work product provided by Clinical Translations to the Client in fulfilment of a the Services specified in the Quote;
 - 1.2.7. “Price” means the price Clinical Translations charges Client for the performance of the Services, as described in the Quote.

2. ESTABLISHMENT OF CONTRACT

- 2.1. The contract may be established by traditional means i.e. order, acceptance or approval expressed orally or in writing, as well as electronically – by e-mail or via Internet. The Quote must define the Client, the Services, the Source Materials,

details of the ordered Service Provision, the time limit, the Price and any special requirements of the Client.

2.2. The contract may be established via the Clinical Translations staff, as follows:

2.2.1. The Client communicates his request to Clinical Translations orally or in writing, personally, by phone or by e-mail message.

2.2.2. In response to the request, the Client receives a quotation of the requested Services through e-mail. The Price from a quotation is exclusive of VAT.

2.2.3. The Client requests the Services by way of acceptance or approval given to the quotation, expressed to Clinical Translations orally, in writing or electronically.

2.3. Acceptance or approval given by the Client to the quotation imply unreserved acceptance of the Terms and Conditions.

2.4. Notwithstanding any other provision to the contrary, Clinical Translations shall be entitled to require conclusion of the contract in a written form.

2.5. In any case of order cancellation, regardless of the cause, the Client is obliged to pay a portion of the remuneration due equivalent to the work already performed by Clinical Translations.

3. PAYMENT TERMS

3.1. The Price, increased by any applicable taxes and charges associated with the Services, is payable in Euros, CHF or US dollars or, within the term agreed between Clinical Translations and the Client and specified in the Quote.

3.2. The Price increased by the abovementioned extra costs will be invoiced within 7 days from delivery of the Service Provision to the Client or performance of the Services, unless the duration of the work exceeds one month. In that case Clinical Translations shall be entitled to invoice for a due proportion of work completed in that month period.

3.3. Payment may be made by bank transfer or by Internet using a credit card in accordance with the payment terms specified herein. The system of payment via credit card is provided by eCard S.A. Clinical Translations accepts payments with the following credit cards:

- Visa
- Visa Electron
- MasterCard
- MasterCard Electronic
- Maestro

3.4. Notwithstanding any other provision to the contrary, Clinical Translations shall be entitled to require prepayment up to the total amount of the Price prior to commencement of the Services.

4. COPYRIGHT

- 4.1. All copyright and other commercial intellectual property rights arising out of the performance of the Services shall vest with the Client. Subject to any provisions to the contrary, the Client shall acquire exclusive rights over the Service Provision.
- 4.2. Title to the copyright and other commercial intellectual property rights of any Service Provision prepared by Clinical Translations shall not pass to the Client until all sums owed by the Client to Clinical Translations under the contract have been paid in full.
- 4.3. The Client warrants to Clinical Translations that no copyright or other commercial intellectual property right belonging to a third party shall be infringed by performance of the Services, in particular by processing of Source Materials delivered by the Client to Clinical Translations.
- 4.4. All Clinical Translations external freelance translators and revisers to whom the Client's Source Material is disclosed have signed a confidentiality agreement.
- 4.5. Clinical Translations shall treat the Source Materials as sensitive and confidential. As such, Clinical Translations shall use the Source Materials for the sole purpose of providing the Services requested by Client. The Source Materials shall remain the sole property of Client.

5. COMPLAINTS

- 5.1. Clinical Translations shall perform the Services using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices. The Services in the scope of translation will be a true and complete translation of the original information and a true representation of the original information, provided, however, that such services are subjective and the original information may be ambiguous. In such cases the provided translation will reflect ambiguities contained in the original information.
- 5.2. The Client shall be required to notify Clinical Translations in writing, by phone or via e-mail of any complaints about the Service Provision or the Services rendered by Clinical Translations as soon as possible, but no later than within 30 days after the said Service Provision is delivered or the said Services are performed, or within other period of time specified in the Quote. If the Client fails to notify a complaint within the period specified above, the Client shall be deemed to have fully accepted the Service Provision or the Services performed by Clinical Translations.
- 5.3. Notification specified in clause 5.2 above shall not release the Client from its payment obligations.
- 5.4. In the case of a justified complaint, Clinical Translations shall be obliged to improve or substitute the Service Provision or the Services in question within the timeframe agreed with the Client. Clinical Translations' sole obligation with respect to the following errors in the Service Provision: clearly incorrect translation of word or information, omissions of word or information, typos, grammatical errors and failure

to render the Services according to the contract, including failure to create the Service Provision, shall be corrected at no cost. The final Service Provision shall be delivered to Client or such corrected Services shall be provided to the Client.

- 5.5. Notwithstanding the foregoing, Clinical Translations shall have no obligation to make corrections to the Service Provision if Client has amended or in any other way altered the Service Provision since its delivery.
- 5.6. Clinical Translations shall have no further liability for any errors in the Service Provision, in the Services or for breach of the warranty in Section 5.1 other than that expressly stated in Section 5.4. Clinical Translations is not responsible for any printing or production costs which the Client may incur as a result of errors or a breach of the foregoing warranty.
- 5.7. If Clinical Translations is unable to make the required improvements to the Service Provision or to the Services, it may grant a discount to the Client. In case of credit card payment, refund of the relevant amount will be made directly to the Client's credit card.

6. LIABILITY

- 6.1. Subject to Section 5, Clinical Translations provides the Services without warranty of any kind including but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement and without making any warranties that the Service Provision shall be accurate, correct, usable, reliable, meet Client's expectations, be free of defects and secure.
- 6.2. In no event shall either party be liable hereunder for any forms of loss or damage, such as consequential, special, incidental, punitive or indirect damages of any kind, or for lost profits, data or business, even if the other party has been advised of the possibility of such loss or damages.
- 6.3. With the exception of breach of confidentiality, intellectual property violations and infringement claims, the liability of Clinical Translations hereunder shall be limited to direct damages and shall not exceed in the aggregate, the fees actually paid for Services pursuant to the Quote, which is the subject of the claim.
- 6.4. The Client hereby undertakes to indemnify, defend, and hold harmless Clinical Translations, its owners, directors, officers, members, employees, representatives, agents, successors, and assigns against any claims, damages, costs, and expenses, including legal fees, expert fees, and costs that may arise out of or incident to the Service Provision, the Services, the Source Materials, this contract, infringement of copyright, trademark, patent, intellectual property, or proprietary rights of any nature whatsoever, in each case to the extent they are not directly caused by an intentional fault of Clinical Translations, and waives any claims concerning Clinical Translations and the above mentioned persons for damages Client may suffer under these circumstances.