

**General terms and conditions of
MEDIACC,
Medico-Academic Consultings GmbH**

As of April 2017

This is the English translation of the German version of the General terms and conditions of MEDIACC. In case of discordance between the German text and its translation into English, only the German version is definitive.

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§ 1 SCOPE

(1) These General Terms and Conditions (hereafter referred to as the «**GTC**») apply to all contractual relations between MEDIACC GmbH (hereafter referred to: „**MEDIACC**“) and its customer ("**Customer**"), unless deviating contractual provisions have been agreed upon.

(2) The decisive GTC on which the contract is concluded is the current version of the GTC.

(3) Differing terms and conditions or other terms of the Customer shall not apply. This shall apply even if the Customer has not expressly objected to the GTC.

§ 2 CONCLUSION OF CONTRACT

(1) A contract is made by the acceptance of an offer from one of the parties by the respective other party.

(2) When MEDIACC offers its clients services, the contract is concluded through its acceptance only in written or text form.

(3) The Customer is bound to any offers made to MEDIACC for a term of 14 days.

§ 3 OBJECT OF SERVICES

(1) MEDIACC provides consulting services and other services in the medical and scholar sector.

(2) The remunerable services include furthermore (a) Establishing contacts between the Customer and members of the network of MEDIACC as well as (b) Mediation of deals that the Customer concludes with one of the contacts established by MEDIACC (initial business and follow-up business).

(3) In the provision its consulting services, MEDIACC is generally free regarding the determination of place and time. However, MEDIACC is obliged to take the needs of the clients into account.

(4) Details on the type and scope of services are defined in the respective order.

(5) Supplementary agreements, commitments and other statements of whatsoever kind on the part of employees of MEDIACC or by its engaged auditors are only binding, if expressly confirmed by MEDIACC in writing.

(6) If, during performance of the order, changes to and extensions of the determined scope of the order become necessary, such changes and extensions are subject to prior agreement in writing or text form. In that case, the Customer has the right to withdraw from the contract, if, in view of the alterations and extensions, he can no longer be reasonably expected to adhere to the contract. In such case, however, Customer is to pay the agreed remuneration according to the provisions of Para. 649 of the German Civil Code (BGB) or an appropriate remuneration if there has been no such agreement.

(7) The Customer has the right of removal of possible deficiencies. MEDIACC shall be given the opportunity to rectify any problems. The Customer has the right to refuse amendments by MEDIACC if the shortcoming has been ascertained by another service provider after valid termination of the contract of the Customer.

§ 4 CORPORATION OF THE CUSTOMER

(1) The Customer shall provide cooperation services free of charge that are to be prudently expected all requested necessary for the rendering of services by MEDIACC in timely manner. The Customer will inform MEDIACC immediately, when he recognises that it cannot fulfil its obligation to cooperate, does not full fill it in good time or does not fulfil it in due form. The Customer is responsible for the timely performance and complete fulfilment of the obligation to cooperate.

(2) The Customer shall support MEDIACC in the requisite manner, so that MEDIACC is able to provide their services offered. This includes providing all necessary information, particularly all necessary documents and materials that are necessary for completion of the order, in full and in good time. The Customer takes responsibility for accuracy, completeness and suitability of the information provided by him.

(3) The Customer is obliged to inform MEDIACC immediately about situations known to him that will hamper or render performance of the service offered by MEDIACC impossible.

(4) In the event that the Customer fails, fails to properly or fails to timely fulfil any of its obligations to corporation, MEDIACC shall be entitled to suspend performance of the agreement, in whole or in part, notably with regards to adherence of deadlines concerned, without pre-justice to seek compensation for the detriment resulting of the Customer's failure in the suspension of the dissolution of the agreement. Should the Customer fail, fail to properly failure to timely fulfil its obligations to cooperate, MEDIACC however continues to be actively engaged in delivering the services according to contract. If extra working hours are required because of this, then MEDIACC is entitled to demand a surcharge commensurate - also refunding after all-inclusive prices and fixed-price - with an increase in accordance with the principles of equitable discretion.

§ 5 THIRD-PARTY SERVICES

(1) MEDIACC is authorised to subcontract external services, which are necessary for the fulfilment of the contractual duties, on behalf and on account of the client. MEDIACC shall inform the Customer on the necessity of such services separately in the offer or in the course of the consultancy. The commissioning of third parties depends on the Customer expressly issuing an authorisation upon MEDIACC.

(2) Insofar as the services of third-party specialists and data processing companies are used MEDIACC ensures that these undertake to comply with the confidentiality obligations in accordance with §8 paragraphs 1 to 5.

§ 6 PAYMENT AND PAYMENT TERMS

(1) All services of MEDIACC shall be compensated. The amount of and procedures for paying MEDIACC are based on the conditions described hereafter, unless stated differently in the respective order.

(2) MEDIACC will invoice the remuneration at the end of each month to the Customer.

(3) All invoices will be made out in Euro. The agreed invoice amount is understood as net price, plus the respective statutory value-added tax in effect at that time which shall be stated separately on the invoice in keeping with statutory regulations.

(4) Invoice amounts shall be due immediately upon receipt of the respective invoice without deductions and free of expenses and costs and with an indication of the invoice number to the account designated by MEDIACC.

(5) If a total compensation as a fixed-price instead of a current remuneration is agreed upon, the Customer shall pay the following interim payments on the agreed amount:

- advance payment when placing the order: 40 % off the price,
- interim payment of the preparation of a preliminary version: 30 % of the price,
- completion of the services covered by the contract: 30 % of the price.
- Anticipated fees and expenses: 100%

The Customer receives partial invoices for the respective part payments.

(6) If the requested advance payment is not paid MEDIACC may cease working for the Customer subject to prior notice until such time as the advance payment is received. MEDIACC will notify the Customer in good time of her intention to discontinue her activities, if such discontinuation can give rise to disadvantages to the Customer.

(7) In the event that there is a dispute about an amount or partial amount invoiced, the Customer agrees to immediately pay all indisputable bill amounts and pay the residual amount immediately after settlement of the disagreement.

§ 7 TRAVEL AND OTHER EXPENSES AND DOWNTIME EXPENSES

(1) Travel costs and allowances showed reimbursed to the following conditions

Journey time: For order-related absences from the head office there will be an amount of 0.5 of the agreed hourly or daily rates per employee for each hour or part of thereof.

Daily allowance: should the journey time exceed 10 hours per employee a supplementary daily allowance of 146 EURO plus VAT shall be paid.

Use of cars: EUR 0.70 plus VAT per kilometre driven.

Flights: Reimbursement of flight costs based on economy class.

Railway journey: Reimbursement of railway costs in the second class up to 200 km. For railway journeys exceeding 200 km, reimbursement of railway cost in the first-class.

Public transport: Reimbursement of proven costs.

Accommodation costs: accommodation costs incurred, maximal EUR 180 pro per night including breakfast.

Ancillary travel expenses: according to appropriate prove i.e. tools and highway fees, parking fees, charge for the carriage of baggage, fees for lockers, rebooking and cancellation fees if applicable, et cetera.

(2) If the Customer fails to give 48 hours' notice in written form when he wishes to cancel or rearrange an appointment, we will charge a cancellation fee of EUR 800.00 plus VAT.

§ 8 CONFIDENTIALITY

(1) MEDIACC has the right to use automatic data processing systems to store and process the personal data of the Customer and Customer's employees electronically within the framework of the assignment issued and process them in an automated file or transmit such data to an automated service centre for further processing.

(2) The Customer can allow access to sensitive information. Information considered to be confidential in nature may include, without limitation, trade secrets, know-how, inventions, tech cold data or specifications, testing methods, business or financial information, research and development activities, product marketing plans, and Customer and

supplier information, parts of codes, designs, graphs and documents, provided to MEDIACC from the Customer. The obligations of confidentiality will not apply with respect to any of the following:

- information which is generally available to the public at the date of this agreement or which is subsequently disclosed by third parties having no obligations of confidentiality
- information already known to the party at the time of disclosure
- information disclosed by third parties without the parties not positively knowing that the duty of confidentiality has been infringed.

(3) MEDIACC will only disclose the Confidential Information for the purpose of fulfilling their contractual obligations within the company. MEDIACC will not use Confidential Information for other purposes especially not for competitive purposes and not reveal them to any third parties to the public.

(4) These rules shall not apply,

- if and to the extent to which MEDIACC or her representatives are committed to surrender Confidential Information due to statutory regulations, judicial arrangements or orders from state, regulatory or supervisory authorities, or
- if and to the extent Confidential Information work for that it due to legal regulations or ordinances of statutory regulations, judicial arrangements or orders from state, regulatory or supervisory authorities, or
- for automatic backups of Confidential Information in electronic form, provided this cannot be used for restoring Confidential Information

(5) Data backup by the Customer. If the tasks taken on by MEDIACC both work on or with IT equipment of the Customer, the Customer shall allow MEDIACC to backup the data in a timely manner before the start of the corresponding activities.

(6) When forwarding or transmitting papers, documents, work results, etc. in printed or electronic form, MEDIACC observes the obligations of confidentiality. For his part the Customer ensures the he as the recipient takes all precautionary measures that the papers or data forwarded to him do not reach others than the competent persons. This refers in particular to the dispatch of documents by fax or electronic means. To protect the delivered documents and data the appropriate technical and organisational measures have to be taken. If special extraordinary precautions have to be taken, an agreement in written or text form on the observance of additional security-related measures must be taken, especially if email encryption is to take place.

§ 9 WARRANTY, LIABILITY

(1) MEDIACC shall be responsible for ensuring that her contractual obligations will be performed with due diligence; she is not to be held responsible for the achievement of a specified commercial success. When in the individual case and outcome has been specifically agreed upon, claims because of obvious falls are ruled out if they are not reported within 10 days after written notice or in text format.

(2) The parties shall be liable in the case of intent and gross negligence within the legal limits to compensation or reimbursement for conveying expenditure.

(3) MEDIACC is only liable if an important contractual duty has been violated whose fulfilment makes the due performance of the contract possible in the first place, where the Customer regularly relies on and may rely on compliance with such obligations (cardinal obligation), but limited to the replacement of such foreseeable and typical damages. In any other cases, our liability is excluded without pre-justice to the terms of the following paragraph.

(4) The liability for damages of life, body and health as well as in accordance with the provisions set out in the product liability act remain unaffected by the above restrictions and exclusions to liability

§ 10 GRANTING OF RIGHTS

(1) Upon full payment, MEDIACC grants Customers this simple right of use, unlimited by time or space, to use all results of Work according to paragraph 2. The transfer of the rights of use confers all types of abuse presently known. Any processing or distribution of all works is not allowed without further expressed consent of MEDIACC. MEDIACC is to be named as originator or author of the Work Results or on its copies.

(2) „Work Results“ in the sense of paragraph 1 are all works individually created for the Customer by all activities from MEDIACC in the course of her works for the Customer, especially drafts, layouts, graphics, manuscripts, presentations as well as all ideas, algorithms, procedures, specifications reports as well as drafts, documentation and training material that have been created in the development and have held down in documents and on other data carriers. In so far as work results arise, that are protected through commercial property rights, the Customer is not authorised without specific permission of MEDIACC, to apply for registration of any of these rights.

(3) Insofar as copyrighted works or services are used by the Customer for commercial purposes or handed out to third natural or legal persons or institutions without the assignment of the right of use in the sense of this CTG, the Customer shall pay penalty of the EUR 20,000 for each case of violation. The right to claim exceeding damages resulting shall remain unaffected.

(4) Mentioning or referencing MEDIACCs assistance in any form of publication or communication requires written permission of MEDIACC.

§ 11 TERMS OF CONTRACT AND TERMINATION

(1) The contract shall terminate upon completion of the agreed work, upon expiration of the agreed term or by termination. The contract does not end due to death, due to the inability of the Customer to conduct business transactions or, in the case of a company, due to its dissolution.

(2) If, taking into account these CTG, continuing obligations were finalised for an undetermined period, the contract period is unrestricted.

- (3) Each of the parties is entitled to terminate a contract in text form.
- (4) Contract termination of one-party shall not affect the rights and obligations of both parties, which shall have accrued prior to termination.
- (5) The right of termination of the Customer according to § 649 BGB (German Civil Code) shall remain unaffected.

§ 12 OTHER

- (1) Amendments or supplements are only effective in writing. This also accounts for cancellation of written form requirement issues.
- (2) The place of jurisdiction is the respective location MEDIACC. Mandatory legal regulations about exclusive jurisdiction remain unaffected from this regulation.
- (3) German law shall apply.
- (4) Should individual provisions of these CTG or of the contract concluded with the Customer become ineffective or become void, the validity of the remaining provisions shall not be affected thereby. In the eventuality of the contract or these GTC containing regulatory gaps, to fill these gaps those legally effective regulations apply, which the contractual parties would have agreed upon keeping in mind the cost-effective objectives of the contract and the purpose of these conditions, i.e. if they had known of these regulatory gaps.