

General Terms and Conditions of Hello Healthcare Berlin GmbH

1. General

These "General Terms and Conditions" exclusively shall apply to all services (customer support, concept design, preparation of marketing tools and texts etc. as well as procurement of services to be performed by third parties) as provided to the customer by Hello Healthcare Berlin GmbH, represented by its managing directors, Dr. Frieda Gerdes and Patricia Jaecklin, Rhinower Str. 3, 10437 Berlin (hereinafter referred to as "the Agency"). Conflicting terms and conditions presented by the customer shall not apply unless the Agency has given its specific written agreement to these. Any terms and conditions deviating from or supplementing these "General Terms and Conditions" must be agreed upon in writing. If any of these "General Terms and Conditions" are found to be void or ineffective, this shall not affect the validity of the remaining terms and conditions or of contracts signed on the basis of these. The invalid provision shall in this case be replaced by another provision which is as close as possible to the purpose and intention of the invalid provision.

2. Conclusion of contract

The basis for the business relationship is the respective offer, together with a costs estimate stating all agreed services, delivery period and payment. Offers made by the Agency are non-binding and subject to change.

3. Scope of application

3.1. The scope of work/services to be performed under contract is set down in the written order confirmation. Any supplementary agreements or amendments affecting the scope of contractual services must be set down in writing.

3.2. The Agency shall inform the customer without delay of any modifications to or deviations from individual services agreed upon by contract which become necessary after conclusion of contract. Provided that the agreed content of the contract is not affected or is only marginally affected by the changes, the customer shall not be entitled to cancel the contract on account of these changes. The Agency is entitled to modify parts of the performance description(s) after agreement with the customer.

3.3. If the Agency concludes any third-party contracts covering the performance of services, such contracts shall be concluded on behalf of the customer and with his authorization. This specifically applies to agreements with medical writers, translators and production firms, to the utilization of PR services performed by a third party, and to the renting of rooms (laboratories, rooms for events).

4. Services and payment

4.1. Unless otherwise agreed, the Agency is entitled to payment for each individual service as soon as it has been rendered.

4.2. The Agency is entitled to request an advance payment of 50% in order to cover its expenses.

4.3. Cost estimates made by the Agency are non-binding and are subject to change.

5. Presentations

If the Agency provides a presentation but receives no order, all work performed by the Agency, in particular the content of the presentation, shall remain the property of the Agency. The customer is not entitled to use this work in any way whatsoever.

6. Title and copyright

6.1. All services provided by the Agency (e.g. strategy concepts, product developments, logos, claims, campaigns etc.) as well as any parts thereof shall remain the property of the Agency until full payment has been effected by the customer. Upon paying the agreed fee, the customer acquires the

right to use the services for the agreed purpose.

6.2. The customer may only make modifications to work/services performed by the Agency after obtaining express permission to do so from the Agency, and if the work is protected by copyright, also from the originator.

6.3. Any utilization of the Agency's work beyond the originally agreed purpose and scope of use requires the Agency's approval – irrelevant of whether this work is protected by copyright or not. Such utilization is subject to a reasonable separate fee payable to the Agency and the originator.

7. Termination

7.1. The customer is entitled to terminate his contractual relationship with the Agency at any time, or according to the provisions agreed upon in any retainer contract that may have been concluded. However, in the case of early termination the customer is obliged to pay the agreed fees for the services and work performed up until termination of the contractual relationship.

7.2. This provision shall not affect any reasons defined as allowing extraordinary termination by either party.

The Agency is entitled to extraordinary termination, in particular if the customer fails to pay the agreed fee by the due date.

7.3. Furthermore if budget payments are not effected in accordance with contractual agreements.

8. Liability

8.1. The Agency undertakes to exercise the due care and diligence of a prudent businessman in preparing and providing its services and in selecting and supervising third-party service providers.

8.2. The Agency's liability is limited to written agreements between the contract parties. Any claims that are not specifically acknowledged in such agreements – including claims for damage, on any legal grounds whatsoever – shall be excluded, unless such claims are based on intentional or grossly negligent breach of contract by the Agency, its legal representative or its vicarious agent.

8.3. Furthermore, the parties to the contract agree that claims for damage against the Agency on any legal grounds whatsoever shall be limited to an amount corresponding to the agreed fee.

8.4. If the Agency is entitled to damage claims against a third party arising from handling of the contract, the Agency shall relinquish any such claims to the customer, provided that the customer accepts such transfer of future claims. In this case, the customer shall have no further rights of claim against the Agency. The customer is entitled to enforce any such rights at his own expense.

8.5. The customer pledges to take out an event organizer liability insurance policy for events. The customer may transfer this obligation to the Agency if an appropriate arrangement has been set down in writing.

9. Terms of payment

9.1. Invoices made out by the Agency are due without deduction 30 days after receipt of invoice.

In the case of delayed payment, default interest to the amount of 5 per cent above the base interest rate is deemed to be agreed.

9.2. The customer is only entitled to set off claims against payment or assert the right of retention if his claims are uncontested.

10. Guarantee and damages

10.1. The customer shall lodge and give the grounds for any complaints immediately (within three working days of performance by the Agency) and in writing. In the case of justified complaints that have been notified within the specified deadline, the customer is entitled to compensation for damage. The parties to the contract agree that any claims for damage against the Agency on any legal grounds whatsoever shall be limited to an amount corresponding to the agreed fee.

10.2. The customer's claims for damage, in particular due to impossibility of performance, positive breach of obligation, fault in conclusion of contract (culpa in contrahendo) or defective or incomplete

performance or illicit acts are excluded unless intention or gross negligence on the part of the Agency can be proved.

11. Applicable law

The contractual relationship between the customer and the Agency, including the questions of whether the contract has been validly effected and possible pre- and post-contractual effects shall be governed exclusively by German law.

12. Jurisdiction

All direct or indirect disputes between the Agency and the customer shall be subject to the jurisdiction of the courts in Berlin.

13. Subsidiary agreements / Written form

13.1. The parties to the contract agree to strict confidentiality towards third parties concerning any knowledge acquired as a result of their business relationship, also following conclusion of the contractual relationship.

13.2. If any provision of the contract is or becomes invalid, the validity of the remaining terms and provisions shall not be affected.

13.3. The customer may not transfer claims and other claims arising from this contract unless he has obtained the Agency's written permission to do so. The customer is hereby advised that data will be recorded and stored as part of contract fulfilment procedures.

Valid from: July 2014