

General Terms and Conditions

1. GENERAL

- 1.1. Navigo Pharma B.V. is registered under the following numbers at the Chamber of Commerce: COC Nr. (KvK in Dutch) 85011762 – EU VAT Nr. NL863468329B01 in Cuijk, The Netherlands. Navigo Pharma offers world-wide services in the field of Clinical Trial Supply and Pharmaceutical Development.
- 1.2. These general conditions apply on all offers to a client or prospective client, hereinafter called 'the client', made by Navigo Pharma B.V., Cuijk, The Netherlands, hereinafter called 'Navigo Pharma'.

2. OFFERS AND QUOTES

- 2.1. Offers by Navigo Pharma are never binding and are without engagement until agreed upon by both the client and Navigo Pharma. In its offers Navigo Pharma will give the best possible description of the activities involved in the offered assignment, based on information provided by the client.
- 2.2. Offers are valid for the period of one month. In case an offer has not led to an assignment within a month after offering, Navigo Pharma is entitled to assign the offered capacity elsewhere.
- 2.3. Rates and costs mentioned in offers are excluded VAT and other costs (e.g. travel costs, administration costs) unless agreed otherwise.

3. AGREEMENT

- 3.1. An offer is understood to become an assignment agreement (hereafter called assignment) after verbal or written acceptance by the client.
- 3.2. A verbal acceptance by the client will be confirmed by Navigo Pharma in writing. Additional assignments, projects or tasks agreed upon in a later stage are understood to be part of the original assignment.

4. EXECUTION

- 4.1. Navigo Pharma will execute the assignment independently and professionally.
- 4.2. The client is to give full co-operation in the execution of the assignment, by providing Navigo Pharma with all necessary information and documents, manpower and facilities, needed by Navigo Pharma to fulfil its tasks. This includes the provision of office space and office facilities following Navigo Pharma's requirements and specifications.
- 4.3. In case, on behalf of Navigo Pharma, third parties are to be involved in the assignment, the client is, within reasonable limits, to give full co-operation in establishing an assignment agreement with these third parties.

5. PRICES AND COSTS

- 5.1. Unless explicitly specified otherwise in the agreement, the following conditions are valid:
 - a) Honorarium: working time will be invoiced as honorarium, based on the rates as agreed in the offer. Only actual hours will be invoiced.
 - b) Other costs: travelling costs other than normal commuting distances will be invoiced separately and specified. These other costs are travelling costs, costs for boarding, meals and beverage as well as any other costs in relation to the assignment not included in the offer. Travelling costs will, if relevant, Business Class air fares for flight exceeding 4 hours with airlines of our choice, and First-Class fares with any other form of public transportation, unless agreed otherwise in the assignment agreement.
- 5.2. Additional requests by the client may lead to alterations in the duration of the assignment and with that to alterations in the total costs of the assignment.

6. PAYMENT TERMS

Assignments will be invoiced as follows:

- 6.1. Navigo Pharma will invoice assignments with a total duration of less than two months in one term after completion of the assignment. Assignments with a total duration of longer than two months will be invoiced on a monthly basis unless agreed separately.
- 6.2. Navigo Pharma will invoice other costs separately and specified as mentioned in 5.1.b within one month after these costs are made.
- 6.3. Invoice payments are due within 30 days after the date of invoicing, unless agreed differently in writing. In case an invoice payment is overdue with more than ten days, Navigo Pharma is entitled to charge the client 0.65% interest per month over the overdue payments. Appealing to the invoice will not influence the due dates.
- 6.4. In addition to the mentioned interest rates, Navigo Pharma is entitled to charge the client with all legal costs and all extrajudicial costs in relation to the non-fulfilment by the client. The extrajudicial costs are understood to be, at minimum, 150% of the total amount due.
- 6.5. In case of a joint assignment, granted by more than one client, each of the clients is individually liable for payment of any invoices in relation to the assignment, irrespective of the addressing of the invoices by Navigo Pharma.

7. DURATION AND TERMINATION OF THE ASSIGNMENT

- 7.1. The duration of the assignment may be influenced by the quality of the information provided by the client, and the intensity and the quality of the co-operation offered by the personnel of the client, as well as by many other causes outside the reach and scope of Navigo Pharma. As a result, the agreed duration can be subjected to change.
- 7.2. The assignment is to be considered financially terminated when the client accepts and agrees on the final invoice. Unless the client appeals within 10 days after the invoicing date, the final invoice is understood to be accepted and agreed upon by the client, after which the client is liable to fulfil the requested payment.

8. CANCELLATION AND EARLY TERMINATION

- 8.1. In case the client cancels the assignment or part of the assignment within four weeks before the actual start of the assignment or during the assignment and after written confirmation of the assignment, the client is obliged to pay Navigo Pharma 50% of the estimated remaining honorarium and costs as agreed in the assignment agreement.
- 8.2. Early termination of the assignment can be agreed upon, in case either the client or Navigo Pharma is of the opinion that the assignment can not be executed in line with the agreement. In case of an early termination of the assignment both the client and Navigo Pharma will respect a term of notice of 30 working days, in case assignments have duration of more than two months. In case of an assignment with duration of less than two months, both the client and Navigo Pharma will respect a term of notice of ten working days. Early termination will only take place under the provision that both the client and Navigo Pharma have taken all necessary and reasonable steps to prevent early termination.
- 8.3. In case of early termination of the assignment Navigo Pharma will invoice the client with honorarium and costs until the actual date of termination.
- 8.4. In case of early termination, the client is due to compensate for the capacity Navigo Pharma originally reserved for the terminated assignment, which Navigo Pharma is unable to assign elsewhere within the originally agreed term of the assignment.
- 8.5. Both the client and Navigo Pharma have the right to terminate the assignment without prior notice in case any of the agreement partners becomes unable to fulfil their financial liabilities.

9. LIABILITIES

- 9.1. Navigo Pharma accepts no liability claims whatsoever for any of its activities or results of its activities in relation to the assignment, except in case of, by the client proven, misconduct or non-fulfilment by Navigo Pharma. In that case Navigo Pharma will accept liability only to a maximum of the honorarium and additional costs as agreed upon in the assignment agreement, with respect to the personnel of Navigo Pharma involved in the proven misconduct or non-fulfilment.

9.2. The client guarantees Navigo Pharma at all times against claims from third parties related to the assignment or to results of the assignment.

10. FORCE MAJEURE

10.1. In case, by force majeure such as illness or any other unforeseen cause of a serious nature, Navigo Pharma (temporarily) is unable to fulfil its duties in line with the agreed assignment; the client will be notified on the shortest possible notice.

10.2. In case of aforementioned situations of force majeure, Navigo Pharma will, together with the client, investigate acceptable solutions for continuation of the assignment, or postponement of the agreement to a later stage.

10.3. In case the duration of the force majeure is more than three months, and no acceptable solution for continuation of the assignment, or postponement of the agreement to a later stage, has been found prior to the last day of the third month, the agreement will be considered cancelled, with no further liabilities or financial consequences for the client nor Navigo Pharma.

11. SECRECY

11.1. Both during the agreement and afterwards for at least five years, the client shall observe strict confidentiality towards anyone in respect of the details of what has been discussed between the client and Navigo Pharma, the data, information and other particulars provided by the client and the advice from Navigo Pharma provided in this context, as well as in respect of all confidential business affairs relating to the clients business that could come to the attention of the Navigo Pharma in the context of his advisory role (the "Confidential Information").

11.2. If not in conflict with the above Navigo Pharma is entitled to mention the headlines of the provided work with potential other clients with the sole purpose to express the experience of Navigo Pharma.

12. INTERNET

12.1. During the assignment communication via e-mail will be used. Both parties acknowledge that the use of internet is not of free of risks. Both parties will act in such a way to avoid these risks. Both parties agree that no liability will forth come from the harm of using internet as method of communication.

13. ARBITRATION

13.1. This Agreement is made and shall be exclusively interpreted in accordance with the laws of the Netherlands, without recourse to its conflict of law principles.

13.2. All disputes, controversies or claims arising out of or in connection with this Agreement shall be settled between the parties by the competent court in Amsterdam, the Netherlands and conducted in the English language.

March 01, 2023.