**TERMS AND CONDITIONS**

These Terms and Conditions (“Terms and Conditions”) shall govern the Statement of Work (“**SOW**”) agreed upon by and between ProductLife Group US, LLC, or any of its Affiliates having their registered office located in the USA (“**PLG**”), and the client entity identified in the SOW (“**Client**”).

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, and intending to be legally bound, the parties agree as follows:

1. Agreement Structure. By accepting the SOW or otherwise ordering or accepting the services provided by PLG (whether by signing the SOW or otherwise), Client is indicating its acceptance of and agreement to these Terms and Conditions. These Terms and Conditions form a part of and are integrated into the SOW. Together with any and all SOW entered into between PLG and Client, these Terms and Conditions are collectively referred to herein as the “**Agreement**”.

 In the event of a conflict between these Terms and the SOW, the provisions of these Terms shall prevail, unless the SOW expressly identifies a term or condition that supersedes a specific provision herein.

“**Affiliate**”shall mean any entity directly or indirectly controls, controlled by, or is under common control with a Party to this Agreement For the purpose of this definition, the terms "*controls,” “controlling,”* and “*controlled by”* shall refer to the ownership and control of more than fifty percent (50%) of the outstanding voting securities, capital, or profits of any person or entity or the right to direct or control the management or affairs of any person or entity by contract or similar arrangement.

1. Service
	1. Provision of Services. Client retains PLG to provide the consulting services specified in the SOW (“**Services**”) subject to the terms and conditions set forth in this Agreement. PLG may, at its sole discretion, use technological tools, including artificial intelligence-based technologies, in connection with the performance of the Services, which the Client acknowledges and accepts. PLG warrants that the Services provided hereunder will be performed with that level of skill and care ordinarily exercised in PLG’s profession. Client’s sole and exclusive remedy for breach of the Agreement will be, at PLG’s option, re-performance of the concerned Services or termination of the SOW and return of the portion of the fees paid to PLG by Client for the concerned Services. Client must notify PLG within ten (10) business days of PLG’s alleged breach of its obligations under the Agreement. Notwithstanding the foregoing, PLG makes no representations or warranties with respect to third party products or services in connection with the Services.
	2. No Warranties. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC OR GENERAL PURPOSE AND THOSE ARISING BY STATUTE OR BY LAW, OR FROM A CAUSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.
2. Compensation. As full consideration for Services, Client will pay PLG the amounts set forth in the SOW. In addition, Client will pay/reimburse PLG for travel time, expenses, mailing costs, and any additional costs, to the extent agreed upon in the SOW or otherwise approved by Client in writing (email being sufficient).

In case of any changes to the Services, scope or conditions of their provision, PLG will issue a change order for Client’s review and approval. PLG rates are subject to change annually and may also be modified in case of significant changes to the economics conditions surrounding the signature of the Agreement. PLG shall notify Client accordingly, with 30 days notice, unless Client terminates the Agreement within the same timeline.

 Unless an alternative invoicing schedule is agreed upon in the SOW, invoices will be rendered on a monthly basis. All invoices will be sent by email to the accounts payable contact identified by Client in the SOW or otherwise provided by Client to PLG from time to time. Client must indicate upon signature of the SOW if a purchase order number is required for invoicing purposes or if it has any invoice format requirements. Purchase orders are for administrative purposes only; additional or different terms in any purchase order are void and are hereby rejected.

 Unless alternative payment terms are agreed upon in the SOW, fees and expenses will be due and payable within thirty (30) days from the invoice date. All payments must be made in U.S. currency. Any claim concerning an invoice must be made by Client within a maximum period of thirty (30) business days from its date of issuance. No claim will be accepted after this period. In case Client wishes to raise a claim on part of an invoice, the undisputed amount of the invoice shall be paid at its due date. Any amount not paid by Client when due will bear, at PLG’s discretion, interest at a rate of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less, from the date such payment was due until the date paid. If any amount is not paid when due hereunder, without prejudice to any other rights or remedies PLG may have, PLG will be entitled to (a) suspend the provision of Services until it has received payment in full for all outstanding amounts and (b) recover from Client the costs and expenses incurred in connection with collecting the same (including, without limitation, costs of investigation and reasonable attorneys' fees). Notwithstanding anything to the contrary in this Agreement, all rights granted to Client under this Agreement with respect to Services provided under the SOW are conditioned upon Client’s payment in full of all amounts due under the SOW. Client shall not be entitled to exercise any set-off.

1. Term and Termination.

This Agreement will commence on the date the SOW is executed by both parties and, subject to the termination provisions contained in this Section 4, will continue in effect until the SOW is completed.

* 1. Either party may terminate the SOW in effect with or without cause upon at least thirty (30) days prior written notice to the other party.
	2. Sections 1, 4.2, and 5 through 20 will survive any termination of the Agreement. In the event of termination of the SOW, Client will pay PLG for all work performed and, if applicable, non-refundable expenses incurred, by PLG up to the effective date of termination. If a fixed fee SOW is terminated prior to PLG’s completion of one or more deliverables, Client will pay PLG on a pro rata basis for the actual work performed toward those incomplete deliverables up to the effective date of termination (in addition to paying for completed deliverables).
1. Ownership.
	1. Client Materials. All documentation and other materials provided by Client to PLG in connection with this Agreement (“**Client Materials**”) will remain the sole and exclusive property of Client.
	2. Work Product. PLG hereby assigns to Client all right, title, and interest in and to any work product created by PLG in the course of rendering the Services under this Agreement (collectively, with all associated intellectual property rights, the “**Work Product**”). For purposes of the copyright laws of the United States, the Work Product constitutes “works made for hire,” except to the extent the Work Product cannot by law be “works made for hire”.
	3. PLG Property. Notwithstanding Section 5.2, PLG will retain full ownership rights in and to all templates, programs, methodologies, processes, technologies, and other materials developed or licensed by PLG prior to or apart from performing its obligations under this Agreement (collectively, with all associated intellectual property rights, “**PLG Property**”), regardless of whether such PLG Property is used in connection with PLG’s performance of its obligations under this Agreement. PLG will grant and does grant to Client a perpetual, non-exclusive, fully paid-up license to the extent necessary to enable Client to make reasonable use of the Work Product.
2. Data Privacy. If any Services require the processing of any information that could be used to identify or could otherwise be associated with an individual or that otherwise constitutes “personal data” (or a similar defined term) under applicable law or regulation (“Personal Information”), the parties shall execute a mutually agreed upon data protection agreement that complies with applicable data protection laws prior to any such disclosure of Personal Information.
3. Indemnification. Client will indemnify, hold harmless and defend PLG and PLG’s directors, officers, agents and employees from and against any loss, costs (including reasonable attorneys’ fees), damages, injury, liability, claims, demands, or causes of action arising out of or resulting from or in connection with the Services or this Agreement, except for claims directly arising out of PLG’s gross negligence or willful misconduct.
4. Confidentiality.
	1. For the purposes of this Agreement, "**Confidential Information**" means and all non-public information, documents and materials (whether in writing, or in oral, graphic, electronic, or any other form) disclosed by each party of a confidential nature. Confidential Information includes, without limitation, information related to disclosing party’s products, services, technology, methodologies, specifications, manufacturing or operating methods, know-how, business or marketing plans, business relationships, finances, pricing, the terms of any proposed business relationship between the parties, and any other information which, given the totality of the circumstances, a reasonable recipient should have reason to believe is proprietary, confidential, or competitively sensitive. Disclosing party’s Confidential Information may also include information of third parties to whom disclosing party owes a duty of confidentiality; however, disclosing party covenants that it will not disclose to receiving party any confidential information or trade secrets belonging to any third party if such disclosure violates or is in breach of any agreement without duty or obligation to such third party.
	2. During the term of this Agreement and for a period of seven (7) years thereafter (and in the case of trade secrets, until such time as the disclosing party no longer treats such information as a trade secret), the receiving party agrees to (a) hold the disclosing party’s Confidential Information in strict confidence and not disclose the disclosing party’s Confidential Information except as expressly set forth in this Section 8, (b)  not use the disclosing party’s Confidential Information except for the purposes contemplated by this Agreement and the SOW, (c)  use at least the same degree of care to safeguard the disclosing party’s Confidential Information that it uses to protect its own confidential and proprietary information, and in any event not less than a reasonable degree of care under the circumstances, and (d)  make copies of the disclosing party’s Confidential Information only to the extent reasonably necessary to carry out the authorized purpose, all of which will include any existing markings indicating that they are the disclosing party’s Confidential Information, or will have markings supplied by the disclosing party.
	3. The receiving party may disclose the disclosing party’s Confidential Information to those of its employees, agents, independent contractors, professional advisors, or other representatives to the extent necessary to fulfill the receiving party’s obligations under this Agreement; provided, however, that such individuals shall be bound by written agreements, or in the case of professional advisors, ethical duties, at least as protective as the confidentiality obligations set forth herein (collectively, “**Representatives**”). In addition, the receiving party may disclose the disclosing party’s Confidential Information to the extent necessary to comply with applicable laws or regulations, or in response to a valid order of a court or other governmental body having jurisdiction over the party, but only to the extent and for the purposes of such required disclosure and provided that (a)  to the extent legally permitted, the receiving party promptly notifies the disclosing party in order to provide the disclosing party the opportunity to seek a protective order, and (b) the receiving party takes all reasonable actions to obtain confidential treatment for such information and, if possible, to minimize the extent of such disclosure.
	4. Upon the disclosing party’s written request, the receiving party will promptly return to the disclosing party or, at the disclosing party’s request, destroy (and certify the destruction of) all Confidential Information of the disclosing party (including all copies or extracts hereof) provided to the receiving party under this Agreement. Notwithstanding the foregoing, (i) PLG may retain secure copies of its Work Product containing Client’s Confidential Information as record of its obligations under this Agreement; and (ii) Confidential Information stored in computer system back-ups do not need to be returned or destroyed, provided that such copies will remain confidential and not be accessed for any purpose other than for disaster recovery, deletion, or destruction.
	5. The obligations under this Section 8 will not apply to any information that (a) is at the time of disclosure, or later becomes, known or available to the general public through no wrongful act or omission of the receiving party or its Representatives; (b) was rightfully known to the receiving party or is in the receiving party's possession without restriction on disclosure before disclosure by the disclosing party; (c) as shown by written evidence, was independently developed by the receiving party without use of the Confidential Information of the disclosing party; or (d) is rightfully obtained by the receiving party from a third party without violating the rights of the disclosing party.
5. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Client will not solicit for hire or engagement, or cause others to solicit for hire or engagement, directly or indirectly, as an employee or independent contractor, any employee or independent contractor who is employed or engaged by PLG or who was employed or engaged by PLG at any time during the term of this Agreement; provided, that this clause shall not apply to any individual whose employment or engagement with PLG has been terminated for a period of six (6) months or longer. The term “solicit for hire or engagement” excludes any public job advertisement open to all-comers and not specifically targeted at PLG’s employees or independent contractors.
6. Publicity. Each party may include the other party’s name and general case study information within its marketing material provided that such listing does not state or imply that the other party endorses the party or its services. Any other use of the other party’s name will be subject to its prior written approval, except to the extent required by applicable law or regulation or the rules of any stock exchange or listing agency.
7. Limitation of Liability. In no event will PLG, its suppliers, or its subcontractors be liable for (a) any incidental, special, punitive or consequential damages, lost profits, lost revenues, LOSS OF GOODWILL or any other indirect damages, whether arising in contract, tort (including negligence) or otherwise or (b) any costs or expenses for the procurement of substitute services, in each case, even if informed of the possibility thereof. the liability of PLG, its suppliers, and its subcontractors arising out of this Agreement will be limited to Client’s direct damages and will not exceed the fee(s) paid by Client to PLG for the Services under the SOW giving rise to such liability.
8. Non-Debarment. Neither PLG nor any its personnel performing Services under this Agreement have been debarred, and to the best of PLG’s knowledge, are not under consideration to be debarred, by The U.S. Food and Drug Administration from working in or providing services to any pharmaceutical or biotechnology company under the United States Food, Drug, and Cosmetic Act, 21 U.S.C. §335(a), as amended. PLG will immediately notify Client if it has knowledge of any such action being taken or threatened to be taken against it or any of its personnel.
9. Independent Contractor. PLG is an independent contractor to Client and its personnel are not employees or agents of Client. PLG has full power and authority to determine the means, manner, and method of performance of Services.
10. Subcontractor. PLG may engage subcontractors to perform portions of the Services under this Agreement. PLG shall remain fully responsible for the performance of all Services and acts and omissions for any subcontractor as if such acts and omissions were its own. PLG shall ensure that all subcontractors are bound by confidentiality, data protection, and other obligations no less protective than those set forth in this Agreement. Subcontractors shall be subject to confidentiality, data protection, and other applicable obligations no less protective than those set forth herein. Subcontractors may include other Affiliates, provided that PLG remains the sole contracting and accountable entity with respect to Client.
11. Waiver. Any delay in enforcing a party’s rights under this Agreement, or any waiver as to a particular default or other matter, will not constitute a waiver of such party’s rights to the future enforcement of its rights under this Agreement, except with respect to an express written waiver relating to a particular matter for a particular period of time signed by an authorized representative of the waiving party, as applicable.
12. Governing Law; Venue. This Agreement and any disputes arising out of or relating to this Agreement will be governed by, construed and interpreted in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to any choice of law principle that would require the application of the law of another jurisdiction. Any legal action or proceeding concerning the validity, interpretation and enforcement of this Agreement, matters arising out of or related to this Agreement or its making, performance or breach, or related matters will be brought exclusively in the courts of the Commonwealth of Massachusetts or of the United States of America for the District of Massachusetts. The parties consent to the exclusive jurisdiction of those courts and waive any objection to the propriety or convenience of such venues.
13. Notices. All notices required or permitted by this Agreement must be in writing and must be delivered by (a) personal delivery; (b) email;(c) overnight delivery; or (d) certified mail, return receipt requested, to the address for the recipient set forth in this Agreement or at such other address as the recipient may specify in writing under this procedure. A copy of any Notice sent to PLG must be sent by email to: salessupport@productlife-group.com. Any notice shall be deemed to have been received as follows by: (a) personal delivery, upon receipt; (b) overnight delivery, one business day after dispatch; (c) certified mail, as evidenced by the return receipt; and (d) email, on the date sent. If notice is sent by email, a confirming copy of the same shall be sent by mail to the respective address.
14. Miscellaneous Provisions. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Headings are for convenience of reference only and will in no way affect interpretation of the Agreement. This Agreement is in the English language only, which language will be controlling in all respects, and all versions of this Agreement in any other language will be for accommodation only and will not be binding on the parties to this Agreement. All communications and notices made or given pursuant to this Agreement, and all documentation and support to be provided, unless otherwise noted, will be in the English language.
15. Force Majeure. PLG shall under no circumstance be held responsible in case of delay or fault in the Services due to a force majeure event, which shall be anything beyond the reasonable control of PLG, including but not limited to acts of God, strikes, fires, natural disasters, shortage of supply, wars, civil commotions, pandemics, or any governmental actions affecting of the provision Services.
16. Entire Agreement. This Agreement, the SOW and any and all other documents incorporated into this Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning its subject matter. No change, modification or waiver to this Agreement will be effective unless in writing and signed by both parties. Additional or different terms in any written communication from Client (such as in a purchase order) are void and are hereby rejected.
17. Counterparts. This Agreement may be executed in any number of counterparts or with an electronic signature, each of which will be considered an original and all of which together will constitute one and the same instrument. A portable document format (.pdf) copy of this Agreement, including the signature pages, or any other type of copy of an executed version of this Agreement signed by a party will be deemed an original and any counterpart so delivered will be valid and effective for all purposes.

*[End of Terms and Conditions]*