



General Terms and Conditions | 360Pharma B.V.

Version 1.0 | March 2025

These are the General Terms and Conditions of 360 Pharma B.V., located at Bargerlaan 200, 2333 CW in Leiden, and registered with the Chamber of Commerce under registration number 86728040, hereinafter referred to as “Pharma”. For more information you can visit our [website](#).

Article 1. Definitions

- 1.1. **Additional Terms for Personal Data:** the supplementary conditions as set out in Annex I, which relate to the processing of personal data.
- 1.2. **Account:** the personal account of the Client and/or End User, which is required to access and use the Services of Pharma directly or indirectly.
- 1.3. **Agreement:** the written acceptance (including digital acceptance) to the Offer, which establishes a contract between Pharma and the Client regarding the provision of Services by Pharma to the Client, including but not limited to all applicable General Terms and Conditions, annexes, and additional terms, under which the Services are provided.
- 1.4. **Annex:** any annex that forms part of these General Terms and Conditions.
- 1.5. **Client:** any natural or legal person who enters into the Agreement with Pharma for the use of the Services.
- 1.6. **Client Data:** any data, content, or information provided, submitted, or uploaded by Client or End Users in connection with the use of the Services, including but not limited to job postings, candidate information, company details, and communications.
- 1.7. **Confidential Information:** all information that is designated as confidential, or that the receiving party should reasonably understand to be of a confidential nature.
- 1.8. **End User:** any individual who uses the Services under Client’s Account, subject to the Terms and Conditions.
- 1.9. **General Terms and Conditions:** these conditions governing the use of the Services by Client and End Users, including any restrictions and obligations imposed by Pharma.
- 1.10. **Intellectual Property Rights:** all intellectual property rights and related rights, including but not limited to copyright, database rights, rights to domain names, trade name rights, trademark rights, design rights, neighboring rights, patent rights as well as rights to know-how.
- 1.11. **Materials:** all websites, (web) applications, software, documentation, concepts, texts, images, advice, reports, and other creations of the mind in the broadest sense.
- 1.12. **Offer:** any offer made by Pharma, including but not limited to the Packages on the website of Pharma, regarding the provision of the Services, including pricing and terms and conditions.
- 1.13. **Package:** any bundled Offer of Services provided by Pharma as a whole, with a fixed price and specific terms and conditions.
- 1.14. **Parties:** Pharma and Client, jointly referred to as the Parties in the Agreement.
- 1.15. **Services:** all services provided by Pharma to the Client based on the Package purchased by the Client or otherwise agreed upon, including but not limited to the provision and facilitation of a specialized online job platform for the pharmaceutical sector. This includes the ability for the Client to post job vacancies and recruit candidates, as well as for job seekers to browse and apply for job openings.



Article 2.

Application

- 2.1. These General Terms and Conditions apply to all Agreements and additional Annexes, entered into between the Parties, even if, in the event of a future offer, these General Terms and Conditions are not made available to the Client again.
- 2.2. The Agreement between the Parties may comprise multiple documents. In principle, these documents apply supplementary to one another. In the event of inconsistencies, the following ranking order shall apply, whereby a document listed first takes precedence over a document listed further down:
 - a. the written supplements and/or deviations, agreed upon between Parties, regarding the documents listed below;
 - b. the Additional Terms for Personal Data (Annex I);
 - c. these Terms and Conditions.
- 2.3. Deviating provisions and agreements, as well as the applicability of the Clients or other general terms and conditions, are expressly excluded unless explicitly accepted in writing by Pharma.

Article 3.

Conclusion of the Agreement

- 3.1. The Agreement is formed upon registration of the Client on the website of Pharma and the acceptance of an Offer for the purchase of the Services on the website of Pharma, at the moment the last Party accepts or signs the Offer.
- 3.2. All Offer are free of obligation and are valid for 14 days after the date stated in the Offer. Offer is not obliged to accept an indication of acceptance after the expiry of this period, but if Pharma does so, the Offer will be deemed to have been accepted.
- 3.3. If Pharma bases an Offer on data or information from the Client that prove to be incorrect, Pharma will be entitled to adjust the Offer or the Agreement already entered into accordingly or terminate or dissolve the Agreement.
- 3.4. Pharma is not bound by a deviation of the acceptance of the Offer submitted by the Client, even if the deviation concerns only minor aspects as referred to in article 6:225(2) of the Dutch Civil Code (*'Burgerlijk Wetboek'*)

Article 4.

Execution of the Agreement

- 4.1. After the Client has accepted the Offer, Pharma shall make reasonable efforts to make the Services available for Client without unreasonable delay.
- 4.2. Pharma shall perform the Services in accordance with the specifications set forth in the Agreement and in compliance with applicable laws and regulations.
- 4.3. Pharma displays job listings in order of publication date, with the most recent listings appearing at the top
- 4.4. The Client guarantees the accuracy and completeness of all Materials provided or uploaded via the Services by the Client or its End Users. The Client shall fully indemnify Pharma against any claims from third parties, including but not limited to claims for infringement of third-party rights, including but not limited to Intellectual Property Rights, arising from or related to the Client Data provided via the Services by the Client or End Users. Pharma shall not be liable for the content of the information provided by the Client or the End User and is not obliged to review or monitor such information.
- 4.5. The Client is required to follow all reasonable advice and instructions from Pharma regarding the use of the Services. If the Client fails to comply with the provided instructions and this hinders the performance of the Services or results in damage, Pharma shall be entitled to suspend the Services or charge reasonable additional costs.
- 4.6. Pharma reserves the right to modify, adjust, or discontinue the Services or its functionalities if necessary to comply with changing laws and regulations or technical



developments. If such changes have a significant impact on the functionality of the Service, the Client will be informed in a timely manner.

- 4.7. If Pharma depends on the cooperation of the Client for the execution of the Agreement and such cooperation is not provided in a timely or sufficient manner, this may result in delays or limitations in the Services for which Pharma shall not be liable.

Article 5. Accounts

- 5.1. Client and End Users are solely responsible for keeping their login credentials confidential. Accounts are personal and may not be shared or used by multiple individuals.
- 5.2. Unless otherwise agreed, Client and End Users are responsible for creating, managing, and, if necessary, revoking Accounts.
- 5.3. All actions performed via an Account, whether by Client or End Users, are the sole responsibility and risk of Client or End User. Pharma is entitled to assume that such actions have been carried out by Client or End User themselves or with their authorization.
- 5.4. If Client suspects or becomes aware of any misuse of an Account, they must immediately take all necessary measures to prevent further misuse, such as changing the password. If the Client is unable to take appropriate measures themselves, they must immediately report the issue to Pharma so that Pharma can implement the necessary actions.

Article 6. Support and maintenance

- 6.1. Pharma shall make reasonable efforts to ensure the uninterrupted availability of the website and to provide access to customer data stored by Pharma. However, guarantees regarding availability are only provided if explicitly agreed upon in the Agreement through a designated service level agreement. Unless otherwise specified in such an agreement, availability shall be governed by the provisions of this article.
- 6.2. Pharma shall take all reasonable measures to keep the (web server) software it uses up to date. However, in doing so, Pharma is dependent on its own third-party providers.
- 6.3. Pharma shall provide a reasonable level of service and maintenance, including addressing technical issues and performing necessary updates. Additionally, Pharma shall offer a reasonable level of support by responding to usage-related inquiries regarding the website from the Client and End Users.

Article 7. Free Package

- 7.1. If the Client subscribes to a free Package from Pharma, the following provisions shall take precedence, in addition to or deviating from the provisions in the Agreement, as determined in this article.
- 7.2. The Agreement for free Packages is concluded at the moment the Client submits a request for free Packages on the website of Pharma.
- 7.3. Unless otherwise indicated on the website, the Agreement for free Packages is valid for an indefinite period and may be terminated by Pharma at any time with immediate effect. During the validity of the free Package, the Client has the right to access the website. Upon termination of this period, the Client will no longer have the right to use the free Packages or access the website but may choose to purchase paid Packages.
- 7.4. If, during the term of the Agreement for free Packages, the Client decides to subscribe to the paid version of a Package, the Client may activate the paid version via the website of Pharma. In such a case, the Agreement for the free Package will automatically terminate on the date the Agreement for the paid version of the Package comes into effect, provided that the free Package obtained is the same as the paid Package.



- 7.5. With regard to free Packages, the Client acknowledges that the free Product and the website are provided solely with the functionality and features available at the time of access (“as is”), including all visible and hidden errors and defects. In deviation from the general liability provisions set forth in these terms and conditions, Pharma shall not be liable for any damages resulting from the use of free Packages.

Article 8. Changes to the Packages

- 8.1. The Client shall be entitled to upgrade to a more comprehensive Package at any time during the term of the Agreement. Such a change shall take effect immediately, and the Client shall be liable for the applicable fees from that moment onward. Any charges for the remaining period of the current billing cycle shall be prorated accordingly.
- 8.2. The Client shall be entitled to downgrade to a less comprehensive Package during the term of the Agreement; however, such a change shall only take effect upon the expiration of the initial term of the Agreement. Following the initial term, the Client may downgrade the Package on a monthly basis, with such change taking effect as of the commencement of the next billing period.
- 8.3. Pharma reserves the right to modify the structure and content of the Packages if necessary due to technological developments, legal requirements, or improvements to the Services. Pharma shall ensure that the core functionalities of the purchased Package remain available throughout the duration of the Agreement, unless a modification is required to comply with mandatory laws and regulations, security measures, or unforeseen technical constraints.
- 8.4. If a modification results in a material deterioration of the functionalities or features of the Package, Pharma shall provide the Client with at least 30 days' prior written notice and, if possible, offer a suitable alternative or compensation. A material deterioration is defined as the removal of an essential functionality of the Package that directly affects its primary use.
- 8.5. If the Client does not agree with a modification that leads to a material deterioration, the Client has the right to terminate the Agreement free of charge within 30 days of receiving the notification or switch to an alternative Package, if available.
- 8.6. Pharma may propose modifications to the Packages purchased by the Client. Such modifications are permitted provided they align with Pharma's service structure and do not result in a material deterioration as defined in the previous section.
- 8.7. Pharma shall notify the Client at least 30 days in advance of any changes that have a material impact on the purchased Package, via email or a notification within the platform.

Article 9. Duration and termination

- 9.1. The Agreement is entered into for a minimum initial term of one (1) year. After this initial term, it will be tacitly renewed on a monthly basis and may be terminated (“*opzegging*”) by either party on a monthly basis thereafter.
- 9.2. Pharma has the right to terminate (“*ontbinding*”) the Agreement with immediate effect if the Client:
- acts in violation of the provisions of this Agreement or the general terms and conditions and fails to remedy such violation within a reasonable period after a notice of default;
 - files for bankruptcy, is declared bankrupt, applies for suspension of payments, is placed under guardianship, or otherwise loses free control over their assets;
 - is subject to circumstances that make compliance with the Agreement impossible or that reasonably prevent Pharma from maintaining the Agreement unchanged.



- 9.3. Pharma reserves the right to temporarily suspend access to the Services in the event of payment arrears or misuse of the Services by the Client, without prejudice to Pharma's right to full payment of the agreed fees.

Article 10. Liability

- 10.1. The liability of Pharma for damages or other claims arising from an attributable breach of contract (including breaches of warranties or indemnities), a tort, or any other legal ground, is limited per calendar year to the amount that Client is obligated to pay Pharma under the Agreement (excluding VAT) over the 12-month period preceding the occurrence of the damage.
- 10.2. Without prejudice to the foregoing, Pharma shall not be liable for any indirect damages. Indirect damages in this context include, but are not limited to, lost profits, missed savings, reduced goodwill, and damages resulting from business interruption.
- 10.3. The liability of Pharma for an attributable breach of the Agreement arises only if Client promptly and properly provides a written notice of default, granting Pharma a reasonable period to remedy the breach. If Pharma fails to remedy the breach within this period, liability may arise. The notice of default must contain a detailed description of the breach to enable Pharma to respond adequately.
- 10.4. Any limitations or exclusions of liability set forth in the Agreement shall not apply if and to the extent that the damage results from Pharma intent or willful recklessness, or in cases of death or physical injury.

Article 11. Force majeure

- 11.1. Pharma shall not be obliged to fulfill the Agreement if performance is hindered due to force majeure.
- 11.2. For the purposes of this Agreement, force majeure shall include, but is not limited to: fire, floods, strikes, power outages, disruptions in telecommunications infrastructure, force majeure affecting subcontractors of Pharma, network attacks, import and export restrictions, war, and terrorism. Any liquidity issues on the part of Client shall not be considered force majeure.
- 11.3. If, at the time the force majeure event occurs, Pharma has already fulfilled part of the Agreement or is still able to do so, and this part has independent value, Pharma shall be entitled to separately execute and invoice the fulfilled or fulfillable portion of the Agreement.
- 11.4. In the event of force majeure, Pharma may suspend performance of the Agreement for as long as the force majeure situation persists. If the situation continues for more than three (3) months, either party shall have the right to terminate the Agreement in writing, without any obligation to compensate the other party for damages.

Article 12. Terms of payment

- 12.1. In exchange for the Services, Client is obligated to pay the price specified in the agreement, which are determined based on the Package selected by Client.
- 12.2. Unless expressly stated otherwise, all prices quoted by Pharma are exclusive of value-added tax (VAT) and any other levies imposed by governmental authorities.
- 12.3. Pharma is entitled to send invoices electronically to the Client for the Services provided. The Client accepts electronic invoicing as the standard method of billing.
- 12.4. Pharma is entitled to charge fees for payments made via direct debit, provided that such fees are clearly communicated in advance.
- 12.5. The Client hereby grants irrevocable authorization for the direct debit of amounts due for the Services provided by Pharma. The Client shall provide all necessary cooperation



for the execution of the direct debit, including but not limited to providing the required banking details and ensuring sufficient funds are available in the designated account.

- 12.6. In the event of a failed direct debit transaction or chargeback, the Client remains obligated to pay the outstanding amount, and Pharma is entitled to charge any additional costs and statutory interest.
- 12.7. If Client, except in the case described in the previous clause, fails to pay an invoice in full within the payment term, Client shall be in default. In such a case, Pharma is entitled to:
- a. charge Client statutory interest for commercial transactions on the outstanding amount; and
 - b. suspend the Services in whole or in part until Client has fully settled the outstanding amount.
- 12.8. If Client disputes the contents of an invoice, Client has the right to suspend payment of the disputed portion (but not the remainder) of the invoice. Any disputes must be reported to Pharma in writing within 14 days after the debit. Pharma shall assess the dispute as soon as possible. If Pharma declares the dispute unfounded, the Client is still required to settle the outstanding amount.
- 12.9. If Client fails to pay an outstanding invoice after a reminder or formal notice of default, Pharma shall have the right to transfer the claim to a third party for collection. Any extrajudicial and judicial costs incurred by Pharma, including but not limited to costs for legal professionals, attorneys, bailiffs, and collection agencies, shall be fully borne by Client.
- 12.10. Pharma is entitled to adjust the agreed prices annually based on the Services Price Index (DPI), as published by the Dutch Central Bureau of Statistics (CBS), with the reference base of 2021=100 or any successor index determined by CBS. The price adjustment is calculated based on the ratio between the DPI of the month October of the previous year and the DPI of the month October of the year before that.
- 12.11. Pharma reserves the right to increase prices during the term of the Agreement if the prices of its suppliers increase or if additional costs arise due to compliance with new laws and regulations. Such an adjustment may take effect at any time, provided that Pharma demonstrates that the price increase directly results from supplier rate increases or compliance requirements with new legislation. Pharma is not required to disclose specific details of the affected suppliers but must provide Client, upon request, with insight into the nature and extent of the cost increase.
- 12.12. Pharma shall inform Client of any intended price change, as referred to in the previous two clauses, at least 30 days in advance. No separate consent from Client is required for such adjustments, nor does it grant Client the right to terminate ("*opzegging*") the Agreement.
- 12.13. Client is not entitled to offset its payment obligations against any claims against Pharma, regardless of their legal basis.

Article 13. Privacy and Client Data

- 13.1. All rights to Client Data remain vested in Client. Pharma only obtains a right of use over Client Data to the extent necessary for the provision of the Services.
- 13.2. If and to the extent that Client Data includes personal data within the meaning of the General Data Protection Regulation, Pharma shall process such personal data exclusively in accordance with the terms and conditions set forth in the Additional Terms on Personal Data of Annex I.



Article 14.

Terms of use

- 14.1. Client is not permitted to use or deploy the Services in violation of applicable laws and regulations or in breach of the terms of the Agreement.
- 14.2. Client is prohibited from offering or distributing information via the Services that is unlawful, infringes upon the rights of third parties such as Intellectual Property Rights, or is defamatory, offensive, discriminatory, inciting hatred, or violates the privacy of third parties. This includes, but is not limited to, the unnecessary and unlawful dissemination of personal data.
- 14.3. Client is further prohibited from:
 - a. Distributing information via the Services that is factually incorrect and/or incomplete, including the creation or posting of job listings for non-existent vacancies and/or in incorrect industries;
 - b. Including URLs, email addresses, or other contact details in information published via the Services, unless explicitly requested by Pharma;
 - c. Refreshing posted information to manipulate visibility (such as temporarily taking a job listing offline and reposting it to artificially boost its position in search results);
 - d. Scraping information from the Services or using bots to perform automated actions without prior written approval of Pharma;
 - e. Using the Services for commercial purposes without prior written approval of Pharma, including (re)selling access to the Services, particularly with the intent to generate advertising or subscription revenue, or redistributing the Services, especially when conducting business activities that are largely similar or comparable to those of Pharma, including directly approaching employers as recruiters;
 - f. Posting links or references within the Services to competitors and/or providers of services similar to those of Pharma, in the broadest sense, without prior written consent from Pharma;
 - g. Directly or indirectly approaching (potential) candidates for Client's published job vacancies outside of the Services
- 14.4. Pharma is entitled to modify or remove information provided by Client at any time, before or after publication, if such information is wholly or partially in violation of the Agreement.
- 14.5. If Pharma determines, or if a third party notifies Pharma, that Client has stored or distributed information via the Services that infringes upon third-party rights or is otherwise deemed unlawful, Pharma will inform Client. Client must provide a prompt and substantiated written response contesting the claim. Pharma will then independently decide on the necessary actions, which may include the permanent removal of the content (without obligation to maintain a backup) or restricting access to the disputed information. In urgent cases, Pharma may take immediate action without prior notice to Client.
- 14.6. Pharma is entitled to temporarily or fully restrict Client's access to the Services if Client violates the Agreement and fails to rectify the breach following notification from Pharma. In cases of fraud or attempted fraud, Pharma may permanently terminate access to the Services without prior notification.
- 14.7. Client shall indemnify and hold Pharma harmless from any third-party claims arising from Client's actions or omissions in connection with the use of the Services.
- 14.8. Pharma shall not be liable for any damages resulting from actions or measures taken by Pharma pursuant to the Agreement.



Article 15. Confidentiality

- 15.1. The Parties shall strictly maintain the confidentiality of each other's Confidential Information and shall only use it for the purpose for which it has been provided.
- 15.2. The receiving party shall ensure that the Confidential Information of the disclosing party receives the same level of protection as its own confidential information, but at least a reasonable level of protection.
- 15.3. The Parties shall impose the aforementioned obligation regarding Confidential Information on their employees and any engaged third parties.
- 15.4. The obligation to maintain the confidentiality of Confidential Information does not apply if and to the extent that the receiving party can prove that such information:
 - a. was already in its possession prior to the date of disclosure;
 - b. is available from a third party without that third party violating any confidentiality obligation towards the disclosing party by providing it;
 - c. is available from public sources, such as newspapers, patent databases, publicly accessible websites, or services; or
 - d. has been independently developed by the receiving party without using any information from the disclosing party.
- 15.5. If a party receives an order from a competent authority to disclose Confidential Information, it has the right to comply with the order. However, the disclosing party shall be informed of the order as soon as possible (in advance), unless legally prohibited. If the disclosing party indicates that it wishes to take measures against the order (e.g., by initiating preliminary relief proceedings), the receiving party shall delay disclosure until a decision has been made, to the extent legally permissible.

Article 16. Intellectual Property Rights

- 16.1. All Intellectual Property Rights to the Materials that Pharma develops, has developed, or provides in relation to the Services are vested in Pharma or its suppliers, unless explicitly agreed otherwise in writing.
- 16.2. The Client obtains only a non-exclusive, non-transferable, and non-sublicensable right to use the Materials related to the Package purchased by the Client. This right of use applies for the duration of the Agreement and exclusively for the Client's own use.
- 16.3. The Client is not permitted to make modifications to the Materials or to remove or alter any indications of Intellectual Property Rights therein.
- 16.4. The Client explicitly has no right to access the source code or source files of the software provided by Pharma, except in cases where this is permitted by mandatory law.
- 16.5. The Client is not allowed to reverse engineer the software provided by Pharma (e.g., through decompilation), except in cases where this is permitted by mandatory law.
- 16.6. Pharma may implement (technical) measures to protect the Materials. If such security measures have been implemented, the Client is not allowed to bypass or remove them.

Article 17. Changes

- 17.1. Pharma has the right to amend these General Terms and Conditions and will announce any amendments to the Client at least 30 days in advance. Amendments also apply to Agreements that have already been concluded.
- 17.2. If the Client does not wish to accept an amendment, the Client may submit a written objection within 14 days of the announcement. If Pharma decides to implement the amendment despite the Client's objection, the Client may terminate the Agreement in writing no later than the date on which the amendment takes effect.
- 17.3. The procedure described above does not apply to minor amendments or amendments that are beneficial to the Client. Such amendments may be implemented unilaterally



and with immediate effect by Pharma. However, the Client will be informed of such amendments as soon as possible.

Article 18. Miscellaneous

- 18.1. The Parties may transfer the rights and obligations arising from the Agreement to a third party only with the prior written consent of the other Party. However, Pharma has the right to transfer the Agreement without prior consent or cooperation from the Client to a parent, sister, or subsidiary company, or to a third party in the event of a merger or acquisition. Pharma will inform the Client in writing as soon as possible if such a transfer has taken place.
- 18.2. The Agreement is governed by Dutch law. Unless otherwise required by mandatory legal provisions, any disputes between the Parties related to the Agreement shall be submitted to the Dutch court in the district where Pharma is established.
- 18.3. If any provision of the Agreement is null, voidable, or otherwise invalid, this shall not affect the validity of the Agreement as a whole. In such a case, the Parties shall replace the invalid provision with a new provision that reflects the intent of the original clause as closely as legally possible.



Annex I: Additional Terms for Personal Data

If Pharma processes personal data on behalf of the Client under the Agreement, the provisions of this module shall apply. Unless otherwise agreed, this module shall serve as a (sub)processor agreement in such cases, whereby Pharma shall be regarded as a (sub)processor.

Article 1. General

- 1.1. During the execution of the Agreement, Pharma may process personal data on behalf of the Client. If the Parties enter into a separate processor agreement, that agreement shall replace these Additional Terms for Personal Data.
- 1.2. If personal data is processed in the execution of the Agreement, the Client shall be considered the data controller if they determine the purpose and means of the processing, or as a processor if the Client's customers determine the purpose and means of the processing. Depending on the Client's role, Pharma shall be regarded as a processor.
- 1.3. All terms in these Additional Terms for Personal Data that are defined in the General Data Protection Regulation ("GDPR") shall have the meaning assigned to them in the GDPR.

Article 2. Purposes of processing

- 2.1. Under the conditions of these Additional Terms for Personal Data, Pharma commits to processing personal data on behalf of the Client. Processing shall only take place within the scope of executing the Agreement, including purposes reasonably related thereto or determined with additional consent.
- 2.2. The purposes of processing, as well as the categories of data subjects and the types of personal data processed in the provision of Services, are further described on the website of Pharma.
- 2.3. Pharma shall not process personal data for any other purpose than determined by the Client. The Client shall inform Pharma of the processing purposes to the extent they are not already mentioned in these Additional Terms for Personal Data.
- 2.4. Pharma shall not make independent decisions regarding the processing of personal data for other purposes, including the disclosure to third parties and the retention period of data. Control over personal data provided to Pharma under these Additional Terms for Personal Data or other agreements between the Parties, as well as data processed by Pharma in this context, shall remain with the Client.

Article 3. Obligations of Pharma

- 3.1. Both Parties shall ensure compliance with applicable laws and regulations in the field of personal data protection, including at least the GDPR.
- 3.2. Upon the Client's request, Pharma shall inform the Client about the measures taken regarding its obligations under these Additional Terms for Personal Data.
- 3.3. The obligations of Pharma arising from these Additional Terms for Personal Data also apply to those processing personal data under its authority, including but not limited to employees, in the broadest sense of the word.
- 3.4. Pharma shall immediately inform the Client if it believes that an instruction from the Client contradicts the GDPR.
- 3.5. Pharma shall assist the Client in complying with their obligations under Articles 32 to 36 of the GDPR, such as supporting the performance of a Data Protection Impact Assessment ("DPIA") or a prior consultation with the supervisory authority if necessary.



Article 4. Transfer of personal data

- 4.1. Pharma may process personal data in countries within the European Economic Area ("EEA"). Additionally, Pharma may transfer personal data to a country outside the EEA, provided that the country ensures an adequate level of protection and Pharma complies with the other obligations arising from these Additional Terms for Personal Data and the GDPR.

Article 5. Use of subprocessors and disclosure of personal data to third parties

- 5.1. the Client hereby grants Pharma permission to engage a subprocessor in the processing of personal data under these Additional Terms for Personal Data, subject to compliance with applicable privacy legislation.
- 5.2. Pharma shall inform the Client about the subprocessors it engages. The engaged subprocessors are further described on the website of Pharma.
- 5.3. The Client has the right to submit a written, reasoned objection against any subprocessor engaged by Pharma. If the Client objects, the Parties shall consult to reach a resolution.
- 5.4. Pharma shall ensure that these subprocessors undertake the same obligations in writing as agreed between the Client and Pharma. Pharma guarantees compliance by these subprocessors and is liable to the Client for their errors as if it committed the errors itself.
- 5.5. Pharma may provide personal data to third parties acting as subprocessors at the Client's request. These third parties are not considered subprocessors engaged by Pharma as they provide services directly to the Client. The Client is solely responsible for making appropriate agreements regarding personal data with these parties.

Article 6. Security

- 6.1. Pharma shall endeavor to take appropriate technical and organizational measures concerning the processing of personal data to prevent loss or any form of unlawful processing (such as unauthorized access, alteration, or disclosure).
- 6.2. If a necessary security measure is missing, Pharma shall ensure that security is at a level that is not unreasonable, considering the state of technology, the sensitivity of the personal data, and the costs associated with implementing security measures.

Article 7. Data breach notification

- 7.1. Pharma shall notify the Client without undue delay of a personal data breach as defined in Article 4(12) GDPR ("Data Breach"), enabling the Client to assess whether to notify supervisory authorities and/or data subjects.
- 7.2. The notification obligation applies regardless of the impact of the Data Breach. Pharma shall notify the Client via email.
- 7.3. Pharma's notification to the Client shall include at least:
- a. The date and time of discovering the Data Breach;
 - b. The date and time of reporting to the Client;
 - c. The measures taken or planned to contain and mitigate the effects of the Data Breach;
 - d. Information about the Data Breach, including:
 - i. The description of the breach;
 - ii. The date or period in which the breach occurred;
 - iii. The suspected cause;
 - iv. The known and/or expected impact;
 - v. The number of affected individuals;



- vi. The categories of affected individuals; vii. Whether data was encrypted, hashed, or otherwise rendered inaccessible to unauthorized persons.

7.4. The Client shall ensure compliance with any (legal) notification obligations. Pharma shall follow all reasonable Client instructions and cooperate in mitigating damage to data subjects and preventing future incidents. Reasonable costs may be charged for this assistance.

Article 8. Handling data subject requests

8.1. If a data subject submits a request to exercise their statutory rights to Pharma, Pharma shall forward the request to the Client and notify the data subject. The Client shall handle the request independently.

8.2. If the Client requires assistance from Pharma to process a data subject's request, Pharma shall provide the necessary cooperation. Reasonable costs may be charged.

Article 9. Audit

9.1. The Client has the right to conduct audits via an independent expert bound by confidentiality to verify compliance with these Additional Terms for Personal Data.

9.2. Such an audit shall only take place if the Client has a specific suspicion of data misuse and has first reviewed similar audit reports available at Pharma. The audit shall occur two weeks after prior notice and no more than once per year.

9.3. Pharma shall cooperate with the audit and provide all reasonably relevant information and personnel within a reasonable timeframe.

9.4. The Client shall ensure that the audit causes minimal disruption to Pharma's operations.

9.5. The Parties shall jointly assess and implement the audit findings if necessary.

9.6. The Client shall bear the costs of the audit.