

# General Terms and Conditions of Purchase

WEFRA LIFE Group

Version 2.0

Stand: 2026

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## 1. Scope of application and conclusion of contract

- 1.1 These General Terms and Conditions of Purchase (hereinafter **Conditions of Purchase**) of WEFRA LIFE CORPORATE GmbH and its subsidiaries WEFRA LIFE SOLUTIONS GmbH, WEFRA LIFE MEDIA GmbH, WEFRA LIFE INTERNATIONAL GmbH, WEFRA LIFE INNOVATION HUB GmbH, WEFRA LIFE VENTURES GmbH, dk Life Science Communications GmbH and HEALTHY PROGRAMMATIC GmbH (hereinafter referred to as **WEFRA** or the **Client**) apply to all contracts relating to supplies and deliverables, especially services, provided by external service providers, freelancers, agencies, subcontractors and other suppliers (hereinafter referred to as the **Contractor**).
- 1.2 These Conditions of Purchase only apply to businesses or business owners within the meaning of Section 14 of the German Civil Code (§ 14 BGB). They do not apply to consumers within the meaning of Section 13 of the German Civil Code (§ 13 BGB).
- 1.3 None of the Contractor's own terms and conditions of business or supply that conflict with or differ from WEFRA's Conditions of Purchase shall form part of the contract, unless WEFRA has explicitly agreed in writing that they apply. This also applies if WEFRA accepts deliverables or makes payments despite having full knowledge of the Contractor's conflicting terms and conditions.
- 1.4 WEFRA's orders (such as written orders, order placement by email or order confirmations) are binding for WEFRA. A contract comes into force when the Contractor confirms the order in writing or starts to provide the deliverables or service. If the order is neither confirmed nor acted upon within fourteen (14) days, WEFRA shall be entitled to cancel it.
- 1.5 Any agreements between WEFRA and the Contractor shall take precedence over these Conditions of Purchase if and to the extent they deviate from these Conditions of Purchase.

## **2. Provision of deliverables and quality standards**

- 2.1 The Contractor is obliged to provide all deliverables with the care of a diligent business person, to the latest standards in science and technology and using suitably qualified specialist staff. If deliverables are related to the healthcare and pharmaceutical sectors, proven industry experience and regulatory expertise are also required.
- 2.2 All agreed performance dates, delivery deadlines and time periods are binding for the Contractor. Should a delay appear likely, the Contractor must notify WEFRA in writing immediately, explaining the reasons and proposing appropriate remedial action. If it is probable that a deadline will be missed, WEFRA is entitled to grant a reasonable extension period to the Contractor. Should this extension period expire or if setting such an extension period is unnecessary according to s. 322(2) German Civil Code, WEFRA is entitled to withdraw from the contract and make further claims for damages.
- 2.3 Deliverables shall be supplied in a condition that allows WEFRA to use them directly to provide its own deliverables to its clients without any additional finishing work. Where inspection and approval are required, approval is not effective until WEFRA has stated in writing that the deliverable conforms to what was agreed. Mere receipt of a deliverable does not constitute approval.
- 2.4 The Contractor must obtain WEFRA's prior written consent before subcontracting any work. The Contractor is forbidden to subcontract their services and deliverables further without WEFRA's express written consent. If WEFRA grants its consent for subcontracting, the Contractor is liable to WEFRA for both the subcontractor's deliverables and for its own deliverables. The Contractor must impose all obligations in these Conditions of Purchase on subcontractors by way of contract, especially those obligations relating to pharmacovigilance, regulations, confidentiality and data protection.
- 2.5 The Contractor must inspect all preliminary materials that WEFRA supplies, including briefings, draft copies, print data, image and video materials, and campaign concepts, for obvious errors and defects before use and bring any such findings to WEFRA's attention without delay. If the Contractor fails to meet this obligation to review and damage occurs as a result, they cannot subsequently claim that the error is due to a defect in preliminary material supplied by WEFRA if this error could have been detected during a properly conducted inspection. Their own deliverables must be inspected to ensure they are free of defects before they are hand over to WEFRA.
- 2.6 The Contractor is obliged to retain all data, intermediate goods and work products for a period of at least two (2) years after they have finished supplying the deliverables, unless contractual or statutory requirements specify a longer period of retention. The

relevant regulatory retention obligations apply to healthcare and pharmaceutical advertising and pharmacovigilance, especially the obligations specified in the German Medicinal Products Act (*AMG*), the German GCP Ordinance (*GCP-Verordnung*) and Regulation (EU) 536/2014, which may stipulate retention periods of up to ten (10) years or longer; these periods take precedence over the contractual minimum period. The Client shall inform the Contractor about applicable regulatory retention periods. Once the obligation to retain expires, the data shall either be returned to WEFRA upon request or erased with evidence of erasure provided.

- 2.7 The Contractor shall maintain suitable internal quality assurance processes and ensure that these are observed in its provision of deliverables to WEFRA. WEFRA is entitled to inspect the Contractor's quality assurance processes upon request.

### **3. The Contractor's obligation to inform and cooperate**

- 3.1 The Contractor is obliged to keep WEFRA informed, without the need for a specific request to do so, of any circumstances that may be relevant to the fulfilment of this Contract or to compliance with regulatory requirements in the healthcare and pharmaceutical sectors. In particular, these include:

- Known or potential infringements of the German Health Services and Products Advertising Act (HWG), the AMG, the German Act against Unfair Competition (UWG) or the FSA Code regarding the materials to be produced
- Any legal concerns regarding the feasibility of the deliverables ordered
- Conflicts of interest which could affect the Contractor's independence or objectivity
- Significant changes to staffing that have an impact on the provision of deliverables
- The risk of insolvency or a considerable deterioration in the Contractor's financial situation.

- 3.2 Upon WEFRA's request, the Contractor shall provide evidence of the professional qualifications of the individuals deployed, in particular where the work requires a person who is duly qualified to practice medicine or otherwise suitably qualified – for example, for medical writing, pharmacovigilance or regulatory consulting.

- 3.3 The Contractor may only use the materials, login credentials, briefings and other work tools and supplies that WEFRA has ceded to them for the purpose of fulfilling the order in question. These remain WEFRA's property at all times and must be returned or erased immediately if requested.

#### **4. Rights of use, copyright and ownership**

- 4.1 Once the agreed remuneration is paid in full, all the Contractor's rights of use under copyright and ancillary copyright law related to the deliverables and services provided under this Contract, including all intermediate goods, drafts, raw data, source codes and other work products, shall be transferred to WEFRA exclusively and without restrictions with regard to time, territory or scope.
- 4.2 The transfer of rights includes all known types of use and those still unknown at the time when the Contract was concluded (Section 31a of the Act on Copyright and Related Rights [*§ 31a UrhG*]), in particular:
- The right to reproduce, distribute, broadcast and make publicly available
  - The right to adapt, rework and translate
  - The right to use throughout all analogue and digital media and channels
  - The right to transfer and grant rights of use, including exclusive rights of use, to third parties (in particular to WEFRA's clients)
  - The right to use and exploit for commercial and non-commercial purposes on one or more occasions
  - The right to use within the context of WEFRA's own promotional materials and competition entries.
- 4.3 The Contractor waives the right to be credited by name in connection with any use, by WEFRA or its clients, of the deliverables that they provide, unless attribution has been expressly agreed in writing. This provision shall not otherwise affect the Contractor's moral rights (*s.s. 12 UrhG*).
- 4.4 All raw data, databases, source codes and other digital work products created within the context of the order shall be the sole and exclusive property of WEFRA. The Contractor shall deliver such materials to WEFRA immediately upon first request. The Contractor shall not be required to retain copies of these materials beyond the scope specified in Section 2(6).
- 4.5 The Contractor guarantees that its deliverables are free from any third-party rights that could impede the transfer of rights or their agreed use by WEFRA or its clients. In particular, these include: copyrights, personality rights of individuals in images, trademark rights, database rights and other property rights. The Contractor shall obtain all necessary consents and licences before handing over the deliverables.

4.6 The Contractor's acceptance of a presentation fee does not constitute consent for WEFRA to use the concepts or deliverables presented. The use of presented materials requires a separate written agreement and a suitable remuneration agreement.

## **5. AI-generated contents**

5.1 If the Contractor uses AI-assisted tools, they are obliged to clearly label all AI-generated or significantly AI-assisted contents as "created with the assistance of AI" before delivering them to WEFRA. Covert use of AI-generated contents without labelling them as such constitutes a serious violation of obligations.

5.2 The Contractor shall document the AI tools used, the main prompts used and the editing, processing and modifications undertaken in relation to the generated outputs. This documentation must be submitted to WEFRA without delay on request and must be retained for the duration of the collaboration between the Parties.

5.3 The Contractor shall take due care to verify that AI-generated contents do not infringe any obvious third-party rights, contain no misleading statements within the meaning of the HWG or UWG and meet the regulatory requirements applicable to the healthcare and pharmaceutical sectors. The Contractor is liable for any culpable breaches of this obligation to review.

5.4 When producing promotional materials for prescription medicines, medical devices or other products subject to regulatory requirements, the Contractor may only deliver AI-generated contents to WEFRA after a qualified person such as a duly qualified doctor, pharmacist or experienced medical writer has reviewed and approved it.

5.5 The Contractor shall inform WEFRA immediately of any changes to the usage rights made by the AI tool provider that they become aware of that could affect the rights to AI-generated contents transferred to WEFRA. WEFRA and the Contractor shall undertake to amend the agreement on transferring rights in good faith.

## **6. IT and software deliverables**

6.1 If the Contractor develops, adapts, licences or hosts software for WEFRA, or provides other IT and software deliverables to WEFRA, including cloud and SaaS services, maintenance, support and management services, and implementation and consultancy services, the following provisions apply in addition to the other provisions in these Conditions of Purchase.

6.2 The Contractor shall provide its IT and software deliverables in accordance with the latest standards in science and technology and in compliance with the latest general recognised code of practice, applicable industry standards (especially ISO/IEC 27001 and the Federal Office for Information Security's IT baseline security) and the

applicable statutory and data protection requirements, in particular, the GDPR, the Telecommunications Digital Services Data Protection Act (*BDSG*) and the Federal Data Protection Act (*TDDD*).

- 6.3 WEFRA is entitled to verify compliance with security and data protection requirements using supporting documents, certificates or audits, including third party ones. The Contractor shall assist them and provide the required information to a reasonable extent while safeguarding any legitimate interest in keeping matters confidential. Audits shall be announced at least ten (10) days in advance, unless there is a security incident or justified suspicion of significant breach of obligations.
- 6.4 WEFRA must first approve the use of any subcontractors in writing. The Contractor shall oblige subcontractors to comply with the obligations in the Contract, particularly with regard to security and data protection and shall also be liable for the subcontractors' conduct. The Contractor shall also inform WEFRA of any planned changes in this respect.
- 6.5 The Contractor shall log security-relevant events, especially accesses, administration and authentication, in accordance with recognised standards and shall retain this record for a minimum of twelve (12) months, except where longer statutory periods are prescribed by law.
- 6.6 The Contractor shall carry out security reviews on a regular basis, at least once a year and in the event of major system changes. Critical and high-severity vulnerabilities must be remedied without delay, within seven (7) calendar days at the latest; all other vulnerabilities must be resolved within a reasonable period. On request, the Contractor shall provide details of any identified vulnerabilities and the steps taken to address them.
- 6.7 The Contractor shall deliver software and all other IT deliverables free from malware, including viruses, Trojan horses, worms, ransomware and any other malicious codes. Software shall also be free from any deliberately embedded functions capable of impairing the operational integrity of WEFRA's systems and those of its clients or of third parties, or of enabling unauthorised access, including backdoors, logic bombs, kill switches or comparable mechanisms. Before making each delivery, a check must be performed on the deliverables using current, standard security tools; on request, the Contractor shall provide evidence to WEFRA that they have performed this check.
- 6.8 The Contractor shall maintain a documented information security management system (ISMS) and implement appropriate technical and organisational measures to guarantee confidentiality, integrity, availability and resilience of the systems operated for WEFRA and processed data (Art. 32 GDPR). WEFRA must be informed in writing of any security incidents that affect or could affect WEFRA's data or that of its clients

immediately, at the latest within twenty-four (24) hours after becoming aware of such an incident; the Contractor shall cooperate fully in the investigation, containment and remediation of the incident and shall assist WEFRA in complying with any reporting and notification obligations, in particular, those specified in Art. 33 and 34 GDPR.

- 6.9 If the Contractor uses open source software or other third-party provider components, they must inform WEFRA in writing about any such components, their licence conditions and the obligations specified in such conditions before using the components. The Contractor must obtain WEFRA's prior express written consent if they use components under copyleft licences, especially GPL, AGPL or comparable licences, that could entail an obligation to disclose WEFRA's source code or could impair the rights being transferred to WEFRA under Clause 4 of these Conditions of Purchase.
- 6.10 Upon delivery, the Contractor shall hand over to WEFRA complete, up-to-date, traceable documentation in either German or English of all deliverables provided, in particular, system, interface, operational and user documentation. In the case of custom software, the Contractor shall also hand over to WEFRA the documented, annotated source code together with all build scripts, configuration data and any other information required for its maintenance and further development.
- 6.11 Throughout the term of the Contract, the Contractor shall provide maintenance, management and support services in line with the latest standards in science and technology and supply security updates and patches without delay and, in the case of security vulnerabilities classified as critical, no later than twenty-four (24) hours after these vulnerabilities become known. Updates and patches must not have a serious adverse effect on the agreed functionality, performance and availability; WEFRA must be notified in advance of any such impairment.
- 6.12 In the case of cloud, SaaS and hosting services, the Contractor shall ensure availability of at least 99.5% as a yearly mean, unless agreed otherwise. WEFRA must be informed of scheduled maintenance windows at least five (5) working days in advance. Maintenance should be performed outside WEFRA's usual business hours wherever possible.
- 6.13 Upon termination of the contractual relationship, or at WEFRA's request, the Contractor shall provide WEFRA with all data supplied by WEFRA or its clients or generated during provision of deliverables in a standard, structured, machine-readable format. The Contractor shall also provide WEFRA with reasonable assistance in migrating to another system or provider (exit management). Once handover of the data has been verified, the Contractor and its subcontractors shall permanently erase all this data while taking into account applicable statutory retention periods. They shall confirm its erasure to WEFRA in writing.

## **7. Remuneration and terms of payment**

- 7.1 The remuneration shall be as agreed. Unless expressly agreed otherwise, the remuneration is all-inclusive and covers all costs and expenses incurred by the Contractor in connection with the provision of deliverables, including travel and accommodation costs, costs for assistants, props, consumables and licences, as well as fees payable to any subcontractors or models contracted.
- 7.2 All agreed prices shall be net prices subject to the statutory value added tax. If the Contractor should be classified as a business operator liable for contributions in accordance with the German Artists' Social Insurance Act (KSVG), they shall bear the cost of contributions themselves; they may not pass these on to WEFRA without an express written agreement.
- 7.3 WEFRA shall make payment within thirty (30) days of receiving a verifiable invoice and, where inspection and approval has been agreed, of the inspection and approval of the deliverable. Invoices must include the order confirmation number, a detailed description of the deliverables and the period for their provision so that they are auditable.
- 7.4 WEFRA may deduct a discount of two (2) per cent from the invoice amount where payment is made within eight (8) working days of invoice receipt and of inspection and approval, unless expressly agreed otherwise.
- 7.5 If the Contractor has not remedied a defect in their deliverables, WEFRA may withhold payment to a reasonable amount (at least three times the cost of remedying the defect).
- 7.6 WEFRA is entitled to set off counter-claims of any kind. The Contractor may only set off claims against WEFRA's payments if such claims are undisputed, have been confirmed by a final and binding court decision, or WEFRA has recognised them in writing.

## **8. Special obligations in relation to healthcare and pharmaceuticals advertising**

- 8.1 All deliverables that the Contractor provides for WEFRA must comply with any applicable relevant regulatory requirements, in particular:
- The German Health Services and Products Advertising Act (*HWG*) in its current applicable version
  - The German Medicinal Products Act (*AMG*), especially Sections 3a, 10 et seq.

- The EU Medical Device Regulation (*MDR/IVDR*) in relation to advertising for medical devices
- The German Act against Unfair Practices (*UWG*), in particular, s.s. 3, 5, 5a, 7 UWG;
- The codes issued by the FSA (the German Voluntary Self-Regulation Body for the Pharmaceutical Industry – *Freiwillige Selbstkontrolle für die Arzneimittelindustrie e.V.*) and the IWW (a publishing and training body), where applicable
- The codes of professional conduct for doctors, pharmacists and other healthcare professionals
- Sections 299a, 299b of the German Criminal Code (*StGB*) in relation to bribery and corruption in the healthcare sector
- The EU AI regulation (Regulation (EU) 2024/1689) regarding the use of AI systems.

8.2 The Contractor shall ensure that when it creates advertising materials for prescription-only medicinal products, they shall design these exclusively for use in professional circles within the meaning of s. 2 HWG. The Contractor shall not produce content aimed at the general public that would breach s. 10 HWG without notifying WEFRA of this risk in writing first.

8.3 When producing advertising materials, the Contractor shall take into account the mandatory information required under the HWG (in particular, s. 4 HWG for advertising aimed at the general public and s. 10 HWG for advertising aimed at professional circles) and the AMG. If any information required for this purpose is missing, the Contractor shall inform WEFRA immediately and shall not finalise the materials until they have received the complete information.

8.4 During the course of their work for WEFRA, the Contractor shall not grant or offer any benefits, gifts or other advantages to members of the healthcare professions or other persons where such items would breach s. 7 HWG, s.s. 299a or 299b StGB or the FSA Code. Any planned benefits of any kind to members of healthcare professions shall be agreed with WEFRA in advance.

## **9. Pharmacovigilance**

9.1 If the Contractor receives reports of suspected adverse drug reactions (ADRs), product-related complaints or other unprompted reports concerning medicinal products or medical devices during the course of their work for WEFRA, in particular

when managing social media channels, online platforms, hotlines or other communication channels, they shall forward these without delay, within 24 hours of receipt if not before, to the relevant recipient in accordance with the procedures and reporting channels set out in the pharmacovigilance training that WEFRA shall provide before the Contractor commences their work.

- 9.2 The Contractor shall provide all of their staff who undertake activities involving patient contact, such as social media management, community management or information platform operation, with training on the basics of pharmacovigilance before they commence such activities. Training attendance must be documented. Staff shall not commence associated activities before completing the pharmacovigilance training. WEFRA is entitled to require documented proof of training.
- 9.3 If the Contractor manages digital communication channels on behalf of WEFRA, such as social media profiles, comment functions or forums, they must monitor these channels for incoming messages and comments on a regular basis, daily as a minimum on working days. They shall review these for any pharmacovigilance-relevant content.
- 9.4 WEFRA and, where necessary, the relevant marketing authorisation holder (MAH) may perform risk-based audits of the Contractor's facilities or arrange for such audits to be performed, to verify compliance with the pharmacovigilance-related obligations. The Contractor shall provide the documents required for audits ready for inspection, grant access to relevant systems and premises and cooperate fully with audits. The same shall apply as required to regulatory inspections that involve the Contractor.
- 9.5 The Contractor shall impose the pharmacovigilance-related obligations under this Clause 8 by contractual agreement on all subcontractors entrusted with related activities. The Contractor shall remain responsible for monitoring and assuring quality in respect of the deliverables that subcontractors provide.

## **10. Approval processes and content compliance**

- 10.1 The Contractor shall respect and assist with the internal approval processes that WEFRA or its clients specify (for example, medical-legal review or MLR processes). They shall deliver materials in good time to obtain the necessary approvals before the agreed publication or delivery date.
- 10.2 If the Contractor discovers, during the course of their work for WEFRA, that advertising materials, campaign content or other communication activities may breach the HWG, AMG, UWG or the FSA Code, they shall notify WEFRA in writing without delay and shall not use or publish the materials in question until the matter has been resolved.

## **11. Warranty**

- 11.1 The Contractor guarantees that their deliverables are free from defects of title and quality, conform to the agreed specifications, meet the relevant regulatory requirements and are fit for use by WEFRA as intended.
- 11.2 WEFRA shall notify the Contractor of any defects that it identifies in writing. On receiving a notice of defects, the Contractor must, within a reasonable period set by WEFRA, either rectify them promptly at their own expense or provide the deliverable free from defects (subsequent performance) within a reasonable period set by WEFRA. The Contractor is entitled to make two attempts to remedy the defect by way of subsequent performance.
- 11.3 If subsequent performance ultimately fails, WEFRA may, at its discretion, reduce the remuneration, withdraw from the Contract or claim compensation for damages in lieu of the deliverable. The right to compensation for damages remains unaffected in all cases.
- 11.4 Any warranty claims that WEFRA makes against the Contractor shall be subject to the statutory limitation periods. The standard statutory limitation period is three (3) years, starting from when the defect and the debtor's identity become known (s.s. 195 and 199 BGB). The statutory special provisions shall apply in the event of defects of title and hidden defects.

## **12. Liability and indemnity**

- 12.1 The Contractor is liable for damages which WEFRA incurs due to the Contractor's breaches of obligations in accordance with statutory provisions.
- 12.2 If WEFRA or their clients incur damages because the Contractor breaches regulatory requirements (in particular, the HWG, AMG, UWG or the FSA Code) or breaches the pharmacovigilance obligations under this Contract, the Contractor shall bear full liability for these damages, provided that they are responsible for the breach of obligation. Such liability includes, in particular, fines, contractual penalties, the costs for cease-and-desist action, costs for warning letters and loss of profit.
- 12.3 The Contractor is obliged to maintain adequate operational and professional liability insurance at a level customary on the market for the duration of their working relationship with WEFRA. They shall provide proof of such insurance on request.
- 12.4 The Contractor shall indemnify WEFRA on first demand against all third-party claims asserted in connection with the infringement of property rights (in particular, copyrights, trademark rights or personality rights), regulatory breaches or other breaches of obligation by the Contractor. This indemnity also covers reasonable costs

of legal defence (legal fees and court costs). This indemnity obligation shall not apply if WEFRA is responsible for the infringement.

### **13. Secrecy and confidentiality**

13.1 The Contractor undertakes to treat as strictly confidential any information that they receive or become aware of within the bounds of their contractual relationship with WEFRA and to use such information exclusively for the purposes of fulfilling the order in question. Confidential Information includes, in particular:

- Strategic plans, business strategies, marketing and campaign concepts belonging to WEFRA and its clients
- Product-related, medical and scientific information belonging to WEFRA's clients
- Regulatory documentation, clinical data and approval documentation
- Client and contact details, price information and details of conditions
- WEFRA's technical concepts, source codes, databases and IT architectures.

13.2 The Contractor may only share confidential information with own employees and subcontractors who require this information to fulfil orders (need-to-know principle), and only when these individuals have first signed a non-disclosure agreement.

13.3 The obligation to maintain confidentiality is indefinite, i.e. it survives the end of the contract. Once the Contract has terminated, the Contractor must return all confidential information and documents belonging to WEFRA and its clients, including any copies, without delay or destroy them on WEFRA's instruction and confirm their destruction in writing.

13.4 The obligation to maintain confidentiality shall not apply to information that (i) was publicly known or accessible at the time of disclosure, or becomes public through no fault of the Contractor; (ii) became known to the Contractor by means other than through WEFRA and without any breach of a confidentiality obligation; or (iii) the Contractor has created independently without recourse to WEFRA's confidential information.

13.5 Where the Contractor is required to disclose confidential information by law or due to an official order, they shall notify WEFRA of this requirement immediately to the extent legally permitted before making such a disclosure and shall use reasonable efforts to limit the scope of disclosure.

- 13.6 The Contractor is forbidden to cite the business relationship with WEFRA or its clients as a reference, mention it in proposals or otherwise make it public without prior express written consent.
- 13.7 The Contractor shall pay a contractual penalty of 5,000.00 euros (five thousand euros) to WEFRA for each culpable breach of these confidentiality obligations. This shall not affect the right to assert further claims for damages; the contractual penalty shall be offset against any such claims. Section 348 of the German Commercial Code (*HGB*) shall not apply.
- 13.8 The statutory rights under the German Trade Secrets Act (*GeschGehG*) shall remain unaffected by the foregoing provisions.

#### **14. Data protection**

- 14.1 The Contractor shall process personal data which they obtain or receive in connection with the contractual relationship with WEFRA solely in accordance with the applicable data protection provisions, in particular the GDPR.
- 14.2 Where the Contractor processes personal data on behalf of WEFRA as part of their services, the Parties shall enter into a data processing agreement in accordance with Art. 28 GDPR before processing begins.
- 14.3 If the Contractor processes health data or other special categories of personal data as defined in Art. 9 GDPR during the course of their activities for WEFRA, increased technical and organisational protective measures (TOMs) shall be put in place. The Parties shall enter into separate agreements in this respect.
- 14.4 The Contractor shall implement and maintain appropriate technical and organisational protective measures in accordance with Art. 32 GDPR to protect the personal data that they process and shall demonstrate these measures on request by WEFRA.

#### **15. Compliance, anti-corruption and code of conduct**

- 15.1 The Contractor undertakes to comply with all statutory provisions applicable to their activities for WEFRA and to not take any action that could place WEFRA or its clients in breach of statutory provisions.
- 15.2 The Contractor confirms that they have not offered, promised or granted, and shall not offer, promise or grant, any payments, gifts or other benefits to employees, representatives or advisers of WEFRA or its clients which could influence such individuals in their decision-making. The Contractor shall inform WEFRA of any existing or potential conflicts of interest without delay.

15.3 The Contractor shall ensure that their supply chain is free of any breaches of human rights or environmental due diligence obligations of the kind required under the German Supply Chain Due Diligence Act (*LkSG*) or comparable statutory provisions, in particular the EU Corporate Sustainability Due Diligence Directive. This obligation shall apply regardless of whether the Contractor falls directly within the personal scope of the *LkSG*, since WEFRA, as a company bound by such due diligence obligations, must itself ensure compliance with these standards throughout its entire supply chain. The Contractor shall provide evidence of their compliance with these obligations to WEFRA on request.

15.4 The Contractor confirms that neither they nor any individuals acting on their behalf are subject to trade sanctions or export control restrictions, and that the provision of deliverables to WEFRA does not contravene any applicable sanctions legislation.

## **16. Duration, termination and end of the Contract**

16.1 The duration of the Contract shall be specified in the order or individual contract in question. Where deliverables are provided on an ongoing basis, the duration shall begin on the date stated in the order, or, if no date is stated, upon conclusion of the contract.

16.2 For contracts involving deliverables provided on an ongoing basis, ordinary termination shall be possible subject to three (3) months' notice to the end of a quarter but no earlier than the end of the first full contract year. In the case of individual orders, there shall be no right of ordinary termination once the order has been placed.

16.3 WEFRA shall be entitled to terminate the Contract without notice for good cause. Good cause shall exist for WEFRA particularly if:

- The Contractor breaches regulatory requirements (in particular the HWG, AMG or FSA Code) or pharmacovigilance obligations and fails to remedy this breach immediately
- The Contractor breaches confidentiality or data protection obligations
- Insolvency proceedings are initiated over the Contractor's assets, or are rejected due to lack of sufficient assets, or an application for such proceedings is made
- The Contractor's performance of essential contractual obligations is persistently or significantly deficient and any subsequent performance ultimately fails
- The Contractor breaches anti-corruption or compliance obligations (Section 10).

16.4 Any notice of termination shall be given in text form as a minimum (s. 126b BGB).

16.5 Once the Contract has ended, all materials, access credentials, and work tools and supplies that WEFRA provided shall be returned without delay or destroyed, with evidence of destruction provided. Any claims that the Contractor submits regarding remuneration for partial services properly rendered up to termination shall remain unaffected; no claims for remuneration shall exist for deliverables not yet supplied at the time of termination for good cause.

## **17. Force majeure**

17.1 If it is impossible for the Contractor to supply deliverables or it is extremely difficult to do so due to a force majeure event in both cases, i.e. unforeseeable events arising from external causes that cannot be averted using reasonable means such as war, terrorism, pandemics, natural catastrophes, cyberattacks on critical infrastructures and business closures ordered by the authorities, the Contractor is obliged to notify WEFRA of such circumstances immediately in writing and put forward alternative proposals for a solution.

17.2 In the case of a force majeure event, the Contractor is obliged to take whatever reasonable measures necessary to minimise any impact on their supply of deliverables to WEFRA. If the event last longer than ninety (90) days, either Party is entitled to terminate the Contract without notice. In such a case, any partial deliverables already completed and paid for shall not be reimbursed.

## **18. Final provisions**

18.1 The law of the Federal Republic of Germany shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods and to the exclusion of all provisions in German private international law which refer to a different legal system.

18.2 The sole venue for any disputes arising from and in connection with these Conditions of Purchase and contracts concluded on their basis is WEFRA's principal place of business, Frankfurt am Main, Germany.

18.3 Unless agreed otherwise, the place of performance for deliverables and payments shall be WEFRA's principal place of business.

18.4 Any amendments or addenda to these Conditions of Purchase, or to the contracts concluded on their basis, must be made in writing. This also applies to rescinding the requirement for written form itself. Any verbal subsidiary agreements are invalid. Text form (s. 126b BGB) shall suffice where these Conditions of Purchase expressly state that this is adequate.

- 18.5 Should any provision in these Conditions of Purchase or the Contract be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that most closely reflects the financial purpose of the invalid provision and the presumed intentions of the Parties. The same applies to any omissions in this agreement.
- 18.6 The Contractor is not be entitled to transfer or assign rights and obligations arising from the Contract to third parties without WEFRA's prior written consent Section 354a HGB remains unaffected.