

WEBEZ® TERMS OF USE

Welcome to Almac WebEZ. This Site is owned and operated by Almac Clinical Services Limited whose principal office is located at 9 Charlestown Road, Seagoe Industrial Estate, Craigavon, BT63 5PW and Almac Clinical Services LLC whose principal office is located at 25 Fretz Road, Souderton, PA 18964 ("Almac").

PLEASE READ AND REVIEW THE FOLLOWING TERMS OF USE ("TERMS OF USE") CAREFULLY BEFORE USING THIS WEB SITE (THE "SITE").

By using this Site, you accept without limitation or qualification the Terms of Use, and acknowledge that they supersede any prior Terms of Use issued by ALMAC. If you do not agree to these Terms of Use, you are not authorized to use this Site or any of the information contained herein and you must exit this Site immediately. If you have entered into a separate written legal contract with ALMAC for the provision of a Study (as defined below) or other services these Terms of Use will (if applicable) be subject to the terms and conditions therein.

The purpose of this Site is to provide Authorized Users with information regarding the applicable clinical study/studies (the "Study"/"Studies" as applicable) in which they are involved, so that Authorized Users can manage and generally further the purpose of such Study (the "Purpose"). Only Authorized Users are permitted to enter this Site. If you are not an Authorized User, or if at any time you cease being an Authorized User, PLEASE EXIT THIS SITE IMMEDIATELY. "Authorized Users" means those persons expressly authorized by ALMAC to access this Site, and will be limited to the Sponsor of the Study, Sponsor-companies' officers, directors, Contract Research Organisations (where relevant) and physicians and researchers who are involved in the Study.

You must have specific authorization from ALMAC or the Sponsor of the Study for each area of this Site you enter. Access to a portion of this Site DOES NOT imply or allow authorization to access to the remaining portions of this Site or to any material or information related to studies or trials other than the one(s) for which a particular Authorized User is authorized. If you enter any part of this Site without proper authorization or access any material or information on the Site which you know you should not view, even if such information is contained in a part of the Site for which you have authorization, you may not copy, forward, disclose or otherwise use the information contained therein or any part of it in any way whatsoever. To do so is prohibited and may be unlawful. If you have entered any part of this Site or have accessed any material or information without proper authorization PLEASE EXIT THIS SITE IMMEDIATELY AND NOTIFY ALMAC.

This Site and its contents are designed to comply with applicable U.S. and EU laws and regulations ("Applicable Law").

- 1. **Acceptance.** By using this Site, you agree to be bound by and to comply with these Terms of Use. ALMAC reserves the right to change these Terms of Use from time to time, as ALMAC in its sole discretion deems to be necessary. ALMAC will post notice of such changes on this Site, and the date that they become effective. You agree now that any use by you of this Site following any change to these Terms of Use constitutes your agreement and acceptance of the revised terms.
- **2. Scope.** These Terms of Use apply only to your use of this Site. ALMAC operates other web sites that are covered by their own terms of use. This Site may provide links to other web sites of ALMAC or other parties. Those web sites are governed by their own terms of use and ALMAC accepts no responsibility for, and disclaims any liability arising from or in connection with, the content of any web site not operated by ALMAC.
- 3. Ownership of the Site. All graphics, text, other materials and information contained on this Site are the property of ALMAC unless otherwise indicated. If you are an Authorized User, you may view and download information from this Site for the purpose of allowing you or other Authorized Users to further the Purpose as long as you comply with the terms herein. You may not modify the information contained in this Site except as strictly necessary to further the Purpose, and at your own risk. Graphics and text presented on this Site may not be reproduced or incorporated into other materials except as strictly necessary to further the Purpose without the written permission of ALMAC and at your own risk. The foregoing does not affect the Sponsor's ownership of information relating to the Study.
- **4. Ownership of Posted Information.** Except as required by Applicable Law, you should not expect any material, information or ideas you submit or post on or in relation to this Site to be kept confidential by ALMAC nor will ALMAC recognize any proprietary rights you may claim therein, except as ALMAC may expressly agree in writing. ALMAC may share or otherwise use your submission for any purpose whatsoever without paying you any compensation or consideration whatsoever.
- 5. Data & Information. This Site contains material about ALMAC and various Studies. Your access to and use of the information contained herein is subject to all Applicable Laws. All reports, graphs, graphics, text and other information and data presented on this Site is intended solely for information purposes, as a convenience to assist Authorized Users in furthering the Purpose. The information and content provided on this Site by ALMAC is not intended to be relied upon for making medical, clinical, business or any other type of decision. Further, the information should not be used as part of any submission to any regulatory body, and ALMAC hereby disclaims any and all liability arising from any use.
- 6. **Personal Data.** You, as an Authorized User of this Site agree and warrant that the processing, including the transfer itself, of Personal Data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law, including but not limited to, the European Data Protection Directive 95/46/EC and the national laws of the country where you as an Authorized User are established ("Data Protection Law") (and, where applicable, has been notified to the

relevant authorities of the country where you as an Authorized User are established) and does not violate the relevant provisions of the Data Protection Law. "Personal Data" means any information or set of information that identifies or can reasonably be used to identify an individual. Personal Data does not include information that is encoded or anonymous, or publically available information that has not been combined with non-public information. You, as an Authorized User of this Site, hereby agree to indemnify, hold harmless, and defend ALMAC from and against any damage to any data subject, arising out of or in connection with any breach by you of Data Protection Law. For the avoidance of doubt, ALMAC shall have no liability to data subjects for such breaches.

When processing personal data from Authorized Users, Almac shall comply with all Applicable Law relating to data protection, including for the avoidance of doubt, the European Data Protection Directive 95/46/EC and the Data Protection Act 1998 and Almac's Privacy Policy (www.almacgroup.com/privacy/).

7. **Representation.** As a user of this Site, you are liable for the accuracy of any information that you provide to ALMAC, including, but not limited to, usernames and passwords. You represent that you are an Authorized User. As such you are obliged to notify ALMAC immediately upon becoming aware of any information contained in this Site that, to your knowledge, is incorrect or inaccurate or that you have accessed without proper authorization.

The combination of a username and a password uniquely identifies a specific Authorized User. If an Authorized User is asked to enter his/her username and password within a computerized system they must treat this as they would a request for their handwritten signature.

Not every prompt for a username and password is a request for an e-signature. If an Authorized User is prompted for an electronic signature, they will receive a message on their screen informing them that they are electronically signing something and the reasons that they are being asked to do this.

Authorized Users are accountable for any actions taken under their electronic signature and on this Site at all times. Authorized users are responsible for any information they may download. When they sign electronically, their username and the date/time it was entered are automatically logged; therefore, there is an electronic record of what was done, when and by whom. <u>All AUTHORIZED USERS MUST</u> check their work and all data to be submitted before they sign for it.

Authorized Users must only sign electronically for an action that they have carried out.

Authorized Users must never write down their username and password or tell anyone their username or password; this could allow someone to forge their electronic signature.

8. Registration and Privacy. When you access this Site ALMAC makes a record of your visit and logs certain information (including the following) for statistical

purposes, for the purposes of monitoring and administering the Studies, assuring appropriate use of and identifying potential improvements to the Site:

- Your IP server address
- The type of browser you are using
- Log-on information to identify you as a unique user, which may include; Study code, site number, username, password, group id, etc.
- The time and duration of your access
- The pages you access and the documents downloaded

ALMAC will not normally make an attempt to identify individual users or their browsing activities. However, ALMAC reserves the right to use any and all information as necessary to protect its rights, the rights of ALMAC's clients, or the integrity of the Site or any Study, or to further the Purpose. In addition, in the event of an investigation, any law enforcement agency or other government agency may exercise its legal authority to inspect the website host's server logs. You may have additional rights of privacy under Applicable Laws and regulations that may not be altered.

- 9. Disclaimer of Warranties. ALMAC makes no representation or warranty regarding the accuracy or completeness of this Site or its contents, and ALMAC disclaims any and all liability arising from or in connection with this Site or its contents. ALMAC is not responsible for any delays or errors in any information or services you access from this Site, or for systems performance or damage to your computer or software as a result of using this Site or any data or information downloaded from it. From time to time and for any or no reason, access to this Site may be limited or unavailable. ALMAC has taken certain steps to provide a secure environment for the storage and transmission of data on this Site. However due to the nature of the Internet, ALMAC cannot guarantee the security, integrity or confidentiality of such data, files and information. You expressly agree that use of this Site and the content herein is at your own risk and ALMAC has no liability or obligation to you with respect to the use, abuse, or misuse of this Site or its content. ALMAC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO **IMPLIED** WARRANTIES OF FITNESS **FOR PURPOSE** AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALINGS OR USAGE OF TRADE.
- 10. Limitation of Liability. ALMAC IS NOT LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF, OR THE INABILITY TO USE, THIS SITE OR ANY OF ITS CONTENTS, SITE UNAVAILABILITY, A VIRUS, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL. THIS LIMITATION INCLUDES BUT IS NOT LIMITED TO THE LOSS OF DATA, PROFIT, BUSINESS, GOODWILL AND BUSINESS INTERUPTION.
- 11. On-line Conduct. You are prohibited from posting or transmitting on or via this Site

any unlawful, threatening, abusive, vulgar, obscene, sexually explicit, racially, ethnically, libelous, or otherwise objectionable material of any kind, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law. ALMAC as the owner of this Site may block or remove any content that ALMAC, in its sole discretion, finds objectionable.

- **12. Computer Information**. Each time you visit this Site, ALMAC may automatically recognize information from your computer, such as your internet protocol address and e-mail address. ALMAC may use this information to (a) to improve the usefulness of this Site; and (b) to track your use of this Site for data gathering and research. To do this, ALMAC may use "cookies" to track your visits to this Site. Almac's Privacy Policy (as referenced above) sets out information about the "cookies" on our Site.
- 13. Consequences. ALMAC reserves the right to suspend or terminate your account, including your username and password, and all other access to this Site, without notice, for any reason related or unrelated to your use, including but not limited to any conduct that ALMAC determines, in its sole discretion, that is or might be in violation of this Agreement, any Applicable Law or that is harmful to other users or this Site. You agree to indemnify, hold harmless, and defend ALMAC from and against any and all loss, damage, or expense arising out of or in connection with your use of this Site or any information provided herein. If any dispute arises between us regarding this Agreement or your use of this Site, it shall be resolved through good faith negotiations between the parties. If such efforts prove unsuccessful, all such controversies, claims, or disputes shall be submitted to binding arbitration in accordance with the LCIA rules. The arbitration award shall be final and binding, and it may be confirmed and enforced in any court of competent jurisdiction. Each party shall pay for its own attorney fees in connection with such arbitration and shall share equally in the costs of the arbitration. The venue for any arbitration or any legal action regarding this Agreement, the Site, its contents, or any action relating to or arising from the foregoing, shall be London, England. Any such action shall be governed according to the laws of England.
- **14. Severability.** The terms of this Agreement are intended to be severable. If for any reason any provision, or part thereof, of this Agreement shall be held invalid or unenforceable by any court in any jurisdiction, such provision, or part thereof, shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.