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- I have read the General Terms and Conditions of Subscription to the BioPharmaceutiques service (Version Dec. 2007) and accept them

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## GENERAL TERMS AND CONDITIONS OF SUBSCRIPTION TO THE BIOPHARMACEUTIQUES SERVICE

1. **PURPOSE**
  - 1.1 These General Terms and Conditions shall govern all contractual or pre-contractual commercial relations between the publisher, PR Editions, and the Customer in relation to the subscription to the BioPharmaceutiques service (hereinafter "the Subscription").
  - 1.2 These General Terms and Conditions shall prevail over all other contrary agreements or provisions, which shall notably include the Customer's general terms and conditions of purchase. This document annuls and replaces any other agreements concerning previous relationships between the Parties and which have the same purpose.
  - 1.3 The receipt by PR Editions of the Registration Form signed by the Customer shall be deemed to be the materialization of their adoption of these General Terms and Conditions without reserve.
  - 1.4 PR Editions reserves the right to modify the content of these General Terms and Conditions at any moment. Any such modification shall give rise to the publication of a new version of this document on the Website, which shall apply to any Registration Form signed by the Customer subsequent to its entry into effect.
2. **DEFINITIONS**

"Customer" denotes a customer of PR Editions whose name, address details and references are provided on the Registration Form.

"General Terms and Conditions" denotes the general terms and conditions of service as expressed in this document, including any modifications and additions that PR Editions may choose to make.

"Registration Form" denotes the paper form available directly from PR Editions, or the form that may be downloaded from the Website, that shall enable the Customer to subscribe to the BioPharmaceutiques service.

"Price List" denotes the list of prices published by PR Editions and in force at the time of transmission of the Registration Form by the Customer. The price list shall be mentioned on the Registration Form and available for consultation on the Website.

"Party" or "Parties" denotes PR Editions and/or the Customer.

"BioPharmaceutiques Service" or "Service" denotes the service proposed by PR Editions to which the Customer shall have access via an annual subscription.

"Website" denotes the site published by PR Editions: <http://www.biopharmaceutiques.com>.
3. **DESCRIPTION OF BIOPHARMACEUTIQUES SERVICE**
  - 3.1 The BioPharmaceutiques Service consists in the provision of an electronic newsletter delivered to the Customer, containing summary tables and sectoral analysis by the journalist teams of PR Editions, covering the latest news in biotechnologies.
  - 3.2 The newsletter summary shall be delivered by e-mail to the Customer in approximately 40 editions per year, the number of publications may be adjusted up or down by PR Editions according to the volume of news available.
  - 3.3 The Customer shall have full and complete, password-protected access to the newsletter, the summary tables and archives. Access is provided via a dedicated Website (<http://www.pharmaceutiques.com/biotech>). PR Editions undertakes to provide the Customer with the necessary information to enable correct use of the Service.
  - 3.4 The Customer shall inform PR Editions at the time of their subscription of the names and details, including e-mail address, of their staff members to whom access to the Services defined in 3.1, 3.2 and 3.3 shall be authorized.
  - 3.5 The BioPharmaceutiques Service will not be available for five (5) weeks in the summer vacation period (last week of July and month of August) and the week between the Christmas holiday and New Year.
  - 3.6 The Customer declares that information about the BioPharmaceutiques Service has been provided and that their decision to subscribe is made in full awareness of the nature of the Service and its suitability to their capacities and needs. The Customer declares that they have received all necessary information to this effect.
4. **SUBSCRIPTION TO BIOPHARMACEUTIQUES SERVICE - DURATION**
  - 4.1 To subscribe to the BioPharmaceutiques Service, the Customer shall duly complete and sign the Registration Form.
  - 4.2 Any Registration Form that is incorrectly completed or from which information is missing or erroneous shall be discarded.
  - 4.3 The BioPharmaceutiques Service subscription shall last for one (1) year starting from the date of receipt of the correctly completed and signed Registration Form by PR Editions. When the Subscription reaches the end of its term, it shall only be renewed through the signature and transmission of a new Registration Form to PR Editions.
5. **FINANCIAL TERMS**
  - 5.1 **Price**

The applicable prices concerning the BioPharmaceutiques Service are those mentioned in the Price List. The Price List may be modified by PR Editions and any modifications will automatically be applicable to any Registration Form completed and submitted after the entry into effect of the modifications. The current Price List is available on the Website.
  - 5.2 **Billing**

Billing shall take place on receipt of the Registration Form, unless the Customer sends the necessary payment with the Registration Form.
  - 5.3 **Payment terms**

Settlement of the Subscription fees can be made by banker's draft, check made payable to PR Editions or by interbank transfer to the following account: ABN AMRO 18739 00001 00200767836 79

In the event of immediate payment being sent with the Registration Form, PR Editions shall issue the corresponding invoice which shall be annotated as "PAYED". Except for the previous case, payment of the invoice issued by PR Editions in relation to the Subscription shall be made within thirty (30) days of receipt of the invoice.
- 5.4 **Late payment**

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PR Editions reserves the right to suspend the BioPharmaceutiques Service by right of law and thus its engagements in the event of non-payment of sums due by the Customer within the period defined. In such circumstances, PR Editions may not be considered liable for non-execution of its obligations.

In the event of late payment by the Customer for whatsoever reason, any sums due shall automatically earn interest, fixed at one and a half times the legal interest rate, in the event no response is received within fifteen (15) days to a due warning issued to the Client by PR Editions.
6. **TERMINATION**

PR Editions may elect to terminate the Subscription to the BioPharmaceutiques Service as of right in the event the Customer does not remedy a late payment within thirty (30) days of the deposit of a registered letter with recorded delivery by PR Editions.
7. **RESPONSIBILITY**
  - 7.1 The obligations of PR Editions in the framework of the provision of the BioPharmaceutiques Service consist in the provision of means. The analyses proposed in BioPharmaceutiques are solely the opinions and appreciations of the journalists employed by PR Editions and in no way engage the responsibility of PR Editions in this respect. Additionally, any opinions appearing in the publication are founded on the basis of information considered to be reliable, but which is not forcibly verified by PR Editions. Consequently, PR Editions shall provide no guarantee as to the exactitude and comprehensiveness of the aforementioned information and opinions, and shall in no event be held responsible for any prejudice whatsoever suffered by the Customer.
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  - 7.3 PR Editions declines all responsibility concerning the use made of the Service and in relation to the choices and suitability of the Service to the Customer's needs and purposes.
  - 7.4 PR Editions may not in any event be held liable for any non-provision or late provision of the BioPharmaceutiques Service in the event of:
    - (i) Force Majeure events as interpreted by French Courts and Tribunals;
    - (ii) interruption or unavailability of the telecommunications network enabling the delivery of electronic messages containing the newsletter;
    - (iii) any event attributable to the Customer, to the Customer's Internet Service Provider, its domain name registrar and to any technical element over which PR Editions has no control.
8. **INTELLECTUAL PROPERTY**
  - 8.1 All intellectual property rights attached to the BioPharmaceutiques newsletters delivered to the Customer and made available on the Website by PR Editions in the context of the provision of the Service remain the full and exclusive property of PR Editions, including the following rights:
    - reproduction and use,
    - performance, publication and printing,
    - adaptation, modification, correction, development, integration, transcription, translation, digitization,
    - commercialization of any kind and in any whatsoever form.
  - 8.2 Consequently, the Customer undertakes to use the BioPharmaceutiques newsletters received in the framework of the Service solely for its own internal and personal needs and is prohibited from making any use of them in contravention of the rights mentioned above and in particular their dissemination outside its own company structure or their communication to any third parties.
9. **PERSONAL DATA PROTECTION**

Personal information concerning Customer staff members collected by PR Edition is necessary to the management and provision of the BioPharmaceutiques Service subscribed to by the Customer. This information may also be used to provide them with information and documents concerning other PR Editions products and services. If staff members wish to opt out of receiving such information and documents, they can exercise their right to oppose this use by letter to the address provided below. In compliance with the French Data Protection Act, Customer staff members have the right to access and rectify any of their personal information held by PR Editions. They may exercise this right, in addition to their right of opposition, by letter to the following address: PR Editions, 22 avenue d'Eylau, 75116 Paris.
10. **APPLICABLE LAWS – COURT JURISDICTION**
  - 10.1 These General Terms and Conditions are governed by French law.
  - 10.2 IN RESPECT OF ANY DISPUTE CONCERNING THE INTERPRETATION OR EXECUTION OF THESE GENERAL TERMS AND CONDITIONS THE PARTIES SHALL MAKE THEIR BEST EFFORTS TO FIND AN AMICABLE SOLUTION. IF NO AMICABLE SOLUTION CAN BE REACHED WITHIN A PERIOD OF THIRTY (30) DAYS FROM NOTIFICATION OF THE DISPUTE BY ONE PARTY TO THE OTHER PARTY, THE DISPUTE SHALL FALL UNDER THE EXCLUSIVE JURISDICTION OF THE PARIS COMMERCIAL COURT.

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