

## Terms and Conditions of Business (January 2018)

Definitions:

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

**“The Company”** – this refers to **VacZine Analytics** or **iOnco Analytics** currently trading as part of **Assay Advantage Ltd, UK**. Registered company number: 5807728. VAT number: 883 5840 84

**“Client(s)”** – individuals, private or affiliated to organisations within both the profit and non-profit sector that seek to do business with The Company.

**“Products”** – these are pre-prepared finished syndicated reports or documents of The Company, i.e. “MarketVIEW” and “ExpertREACT” newsletter.

**“Intellectual property rights”** – these are patents, designs, trademarks, methodologies, analytics tools and frameworks, relationships and service marks that The Company may utilise during the course of its business (whether registered or unregistered).

**“Fees”** – these are the charges that are payable by clients when they receive the Products of The Company under the terms set out in this document.

**“Personnel”** – all individuals or “contractors” that are employees of client organisations.

**“Loss”** – breach of duty in contract, tort, negligence, financial profits, business interruption, and liabilities to third parties

This document indicates the Terms and Conditions used to govern the supply of Products to respective Clients of the Company. If an order is placed by a Client and accepted by us The Company assume that the client has accepted the Terms and Conditions in this document.

### 1) The Ordering Process

The Company shall consider an order to be valid when signed by both parties. If an order is submitted by e-mail, then on receipt of the Client e-mail, with written acceptance, the Company will consider the order valid and that the Client accepts the Terms and Conditions of business. A Client cannot cancel or amend an order unless the Company has given prior written consent.

When ordering on-line from the Company website, purchase of Products from the Company becomes binding when the Company has accepted the order to be valid and confirmed by written communication, normally in electronic form.

### 2) The Products

The Company provides Products which are completed finished documents (syndicated reports) usually in MS-office and .pdf form (Adobe).

Our Products are available for viewing via our secure delivery portal. Clients will be able to access the secure portal and documents by registration. Clients will be issued a username and password. Each registration is for a single user only. The email address that the Client provides on registration must correspond to a named email account and not a generic or shared email account. Clients are not allowed to share their ID or give access to the Company's Content through a Clients ID to anyone else.

The Company will make every effort to ensure that the presentation and format of the documents meet the Company's quality specifications regarding layout, design, and graphical representation. If a Client requests our documents to be submitted directly in another format, i.e. .ppt (Microsoft Powerpoint format), we may agree to provide this format on a case by case basis only and only in an insubstantial amount of the original report.

### 3) Ownership

The legal and beneficial interest in all copyrights, patents and trademarks and other proprietary rights relating to the Product belong to the Company **VacZine Analytics** or **iOnco Analytics** currently trading as part of **Assay Advantage Ltd**. UK Registered company number: 5807728. The Clients does not gain any ownership rights of the “Intellectual Property Rights” in the Company’s product.

### 4) Grant of product licences: syndicated reports

The Company shall allow access to the syndicated reports to the Client and grant a non-exclusive, non-transferable License to consume the information in the documents and utilise the “Intellectual Property Rights” for the Clients own business purposes at the site(s) or regions set out in the accepted order (see section 5). Persons at the site(s) or regions may browse, copy or download the documents (the latter is dependent on pre-agreed access level).

A Client cannot receive, reproduce, store in a retrieval system or transmit in any form, work product and/or published documents without the written permission (through grant of license) of the publisher VacZine Analytics or iOnco Analytics (a division of Assay Advantage Ltd).

The Client must accept the legal and beneficial interest of the Company related to its production of documents and Products in connection with its ongoing business operations. The Client should notify the Company if the Client or any users become aware of any unauthorised usage of the Company’s products and Products. The Company reserves the right to introduce document level restrictions, e.g. Digital Rights Management to the Products to prevent unauthorised copying and distribution.

### 5) Types of product licence: pre-prepared finished products

The Company currently grants several different licenses:

a. **Region licence** – this means all personnel working on sites within a particular region. Regions can be:

**Region A:** North and South America

**Region B:** Europe – United Kingdom, Germany, Italy, Spain, France and other European countries (EU25)

**Region C:** All other countries e.g. SE Asia, Japan, Africa, Middle East, Russia and Australia

b. **Global licence** – this means Regions A, B and C as set out in **paragraph 5.a**

License holders should ensure that individuals or third parties should not receive use of the Company’s documents and Products without the prior written consent of the Company.

The Client accepts that the Company has the right to charge its standard prices for unauthorised use of the Company’s products, even if this agreement has been terminated.

### 6) Warranties

The Company will provide to the Client the Products with reasonable skill and care. The Company, however, cannot guarantee that the Products will be completely free of inadvertent errors. The Company will correct any errors identified free of charge.

The Company cannot warrant that our Products will always meet the Client’s present particular circumstances or requirements or those that may become apparent in the future.

The Company cannot warrant that syndicated reports if **partly** sold, i.e. if the Adobe .pdf format [Executive Presentation] and Microsoft Excel .xls format [Value/volume forecast model] are sold separately will fully meet a client’s needs as much as the provision of both deliverables.

### 7) Disclaimers

The Company’s Products contain recommendations, predictions, forecasts, viewpoints, judgements, and statements pertaining to its experience, knowledge and research and analysis technique. In this respect, Clients should acknowledge that these are for information purposes only. Users within the Client organisation should not place any emphasis and

reliance on these items. Clients should assume sole responsibility for the use and appropriateness of the Products of the Company.

The Company's Products contain links to third-party websites from over which the Company has no control. These links are provided for information or citation purposes only. The Company does not imply endorsement of the material on these websites and cannot be held liable for their contents and interpretation by the Client of their contents.

The Company has taken reasonable steps to ensure that its Products are free from computer viruses or items that could have a contaminating or destructive capability to your computer systems. The Company assumes that it is the responsibility of the Client to ensure the Products meets the requirements of the Clients computer systems.

#### **8) Liability**

The Company cannot be held liable for any client loss that is incurred from our Documents or Products being unavailable. Examples (non-exhaustive) of loss can include a client's breach of duty in contract, tort, negligence, financial profits, business interruption, and liabilities to third parties. Our liability under this agreement shall not exceed the total fees received by us by a Client for the syndicated report purchase.

#### **9) Intellectual Property Rights and Indemnities**

Clients should indemnify the Company from any losses, damages and expenses incurred by us caused by any infringement of our rights or the Documents by any individual in breach of this agreement as a result of your use of our documents outside this agreement. In return, The Company will indemnify you in full for any infringement or threatened infringement of any of our Intellectual Property Rights (or those of our licensors), which The Company have licensed or made available to you under these Terms.

#### **10) Fees**

The fees of the Company's Products are made clear at the time of order before acceptance. The fees become payable on receipt of our invoice and are exclusive of VAT (United Kingdom) which will be added to the agreed sum in total. By ordering our Documents or Products the Client waives any right to set off counterclaims against the fees.

The Company requires that fees be paid in full **30 days** after receipt of initial invoice. If the Client does not settle the outstanding invoice within this period interest will accrue at a rate of one and half (**1.5%**) per month. The Company will also write to the Client to modify the payment terms for any further orders, suspend our delivery of further Products to the Client or put in place mechanisms where will may secure the Client's payment obligations. The Company also reserves the right to charge upfront (before delivery) in certain circumstances.

The Company operates volume discount schemes that are agreed individually with each Client. The Company will add appropriate per product discounts to each invoice. It is the sole discretion of the Company whether or not to extend discounts and to determine how long they remain valid. Company discounts cannot be used in conjunction with discounts offered by other third-party distributors which may distribute the Company's products.

**Introductions:** Where the Company has formally introduced an existing Client to another party known to the Company for the benefit of a future commercial collaboration or partnership, the Company reserves the right to levy an "Introduction fee" which will be negotiated on a pre-agreed and case-by-case basis.

#### **11) Cancellation**

**For report pre-orders:** when the Company has had the agreement to start a report pre-order before the end of **seven working days** the Client's cancellation rights will end as soon as the Company starts the service. If the Client still wishes to cancel the service, the Company will charge the client **20%** of the total proposed service cost

#### **12) Termination**

The Company reserves the right to terminate this agreement immediately if a Client breaches the conditions set out in this agreement or infringes any of our intellectual property rights. If a Client is subject to an administration order or goes into liquidation so that it ceases to carry on business The Company will terminate this agreement.

13) **Variation**

The Company reserves the right to modify any part of this agreement at any time. Should such changes occur, the Company will inform you in writing and post the changes on our website. It will be assumed that you accept the changes unless you express otherwise in writing.

14) **Publicity**

The Company will not publicise the Terms or the existence of any Client relationship or make any statement about the Products to any third party without the prior written consent of the other party. The Company asks that Clients acknowledge the equivalent in that they also do not publicise this relationship to third parties including companies supplying similar products and Products to their business.

15) **Force Majeure**

If our obligations under this agreement cannot be met due to circumstances beyond our control, the Company shall not be held liable for any delay or failure to provide, perform or deliver a particular product or service. Events (including and not limited to) could include failure of third-party supplier, earthquake, fire, labour dispute, riot, governmental action, failure of computer equipment, pandemic about an infectious pathogen or changed regulatory requirements.

16) **Contact details**

The full name of our company is VacZine Analytics (A division of Assay Advantage Ltd). The Company is registered in England & Wales under company registration number: **5807728**. Our VAT number is: **883 5840 84**.

Our registered address is:

**VacZine Analytics (of Assay Advantage Ltd)**

Carlton House  
Bells Hill  
Bishops Stortford  
Herts  
CM23 2NN

You can contact us by email to [info@vaczine-analytics.com](mailto:info@vaczine-analytics.com)

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