



## General Terms and Conditions

### 1. Scope

These General Terms and Conditions (hereinafter “GTCs”) are an integral part of all legal relationships between UKMDR Ltd. (hereinafter “UKMDR”) and any contractual partner (hereinafter the “Customer”) having employed the services of UKMDR, hereafter to referred a “Party” or the “Parties”.

Customer acknowledges having read of these GTCs and irrevocably agrees to accept them.

Any modifications of these Terms and Conditions as well as oral ancillary agreements, additions, amendments and assurances shall only become binding with written confirmation by UKMDR.

### 2. Effective Date

A Contract between the Parties shall become effective (“Effective Date”) upon the Customer signing a commercial proposal or by confirming in writing or through the UKMDR website, the Customer’s acceptance of the conditions of sale of the services offered by UKMDR.

### 3. Prices

Prices for services are exclusive of statutory value-added tax which – if applicable – shall be indicated separately on the invoice.

Prices do not include the government and MHRA administrative fees that is currently £100.00 per product registration.

UKMDR shall inform Customer of any such costs in writing prior to incurring the fees.

Fees will be paid by UKMDR and then invoiced to the Customer at the same amount.

### 4. Payment

Payment terms are fifteen (15) days from date of invoice and shall only be accepted in GBP. Any payment or bank charges shall be borne by the Customer.

UKMDR reserves the right to demand advance payment for high-value services.

Payment shall be considered received by UKMDR on the day the amount of the invoice is credited to the bank account stated on the invoice. The purchaser will not receive interest on advance payment.

### 5. Term and Termination

The “Initial Term” of the Contract shall be twelve (12) months from the Effective Date whether the services are paid for in one upfront payment or by an initial payment and subsequent monthly payments.

Following the Initial Term, the Contract shall be tacitly renewed for additional periods of twelve (12) months unless terminated by the Customer at least two (2) months prior to the end of the preceding term.

The Contract may be terminated by UKMDR at its sole discretion as follows: (a) at any time upon thirty (30) days’ written notice from UKMDR to Customer following failure of the Customer to make due payments and subsequent failure of Customer to make such payments within the thirty (30) day period; (b) at any time upon thirty (30) days’ written notice from UKMDR to Customer following failure of the Customer to provide to UKMDR all necessary documents and information required to carry out the services for which Customer has paid UKMDR and subsequent failure of Customer to provide such documents and information within the thirty (30) day period (c) at any time if Customer engages in behaviour that, in UKMDR’s reasonable determination, is materially detrimental to UKMDR or its business reputation, including without limitation, acts contrary to its obligations under the applicable UK Regulations; (d) at any time if Customer becomes insolvent or bankrupt, or files a voluntary petition in bankruptcy, or has filed for an involuntary petition in bankruptcy.



The Contract may be terminated by the Customer (a) at any time upon thirty (30) days' written notice from Customer to UKMDR following failure of UKMDR to either register UKMDR as Customer's Responsible Person or to register Customer's products with MHRA within forty-five (45) days of all necessary documents and information being provided to UKMDR by Customer and subsequent failure of UKMDR to carry out the registration or to provide a reasonable explanation within such a thirty (30) day period; (b) at any time if UKMDR has its Responsible Person registration withdrawn by MHRA; (c) at any time if UKMDR becomes insolvent or bankrupt, or files a voluntary petition in bankruptcy, or has filed for an involuntary petition in bankruptcy.

Following termination by UKMDR according to the conditions of this Contract, UKMDR shall inform MHRA of such termination and shall have no further obligation to provide the services for which the Customer has paid.

Following termination by UKMDR according to the conditions of this Contract, Customer shall continue to owe any outstanding amounts due for the term in which the termination was acted and UKMDR shall retain the right, at its sole discretion, to pursue Customer for such amounts.

Following termination by Customer according to the conditions of this Contract, the Customer shall have no further obligation to pay any outstanding amounts due.

#### **6. Changes to Services**

**UKMDR** may from time to time change the scope of the services it provides and shall inform the Customer of such changes. Changes to services shall not affect the obligations of UKMDR as a Responsible Person and shall not affect the regulatory status of the products relating to the services for which the Customer has paid UKMDR. UKMDR may also from time to time change the prices relating to its services by providing Customer with at least one (1) month written notice.

Such price changes shall only come in to effect at the renewal of the term following written the written notice.

#### **7. Limitation of Liability and 3<sup>rd</sup>-Party Claims for Damages**

Whether in contracts or in torts, UKMDR shall be liable to Customer solely for unlawful intent or gross negligence.

Any further liability on the part of UKMDR, specifically concerning lost profits, lost production or other economic loss, other direct or indirect consequential damages, as well as in slight negligence, is hereby expressly excluded.

#### **8. Governing Law and Jurisdiction**

The Parties shall endeavour to resolve any disputes by mediation and then by arbitration. Any dispute that cannot be resolved by mediation or arbitration shall be subject to the exclusive jurisdiction of the courts of London, England.

London, UK  
September 2020