

TERMS OF SERVICE SWISS NORDIC BIO 2018

These terms of service (“Terms”) are the contract between you and Swiss Nordic Bio, an event managed by Business Sweden – the Swedish Trade & Invest council (the “Organisers”). The Terms apply when you use our website (www.swissnordicbio.com), other related event software such as the partnering database (www.swissnordicbio2018.b2match.io), and all related documentation and all related tools and utilities necessary for delivering the event, both in preparations and event delivery on 8 February 2018 (collectively, the “Services”). In these Terms, “you” refers to the individual using the Services or, if applicable, the company or organisation you are using the Services on behalf of.

TYPE OF PARTICIPATION

The Organisers will review each registration to make sure the right participation type has been selected and can reject a registration if the wrong participation type has been selected. The Organisers have the right to decide the correct participation type. The Organisers also have the right to reject participants if they deem them not to be relevant or in any way related to the purpose of the event.

General Admission

Cost of Service is CHF 300 early bird until 30 November 2017 and full price CHF 400 after 30 November 2017 for General Admission. Applies to participants that are not one of the categories below (i.e. Investor / Business Developer / Innovation Scout, Business Service Provider or Partner / Sponsor). The Organiser reserves the full right to decide who is qualified for General admission. General Admission participation allows for use of Services; event participation, submit to and browse partnering database, online request of 1-to1 partnering meetings and holding the meetings at event, luncheon, presence of 1 participant at the event day. For cancellation policy see below.

Investor / Business Developer / Innovation Scout

Cost of Service is free of charge for Investor / Business Developer / Innovation Scout participants. The Organiser reserves the full right to decide who is qualified for admission as Investor / Business Developer / Innovation Scout. Investor / Business Developer / Innovation Scout participation allows for use of Services; event participation, submit to and browse partnering database, online request of 1-to-1 partnering meetings at event, luncheon, presence of 1 participants at the event day (additional participants will be charged the full price of general admission participation fee). For cancellation policy see below.

Business Service Provider

Cost of Service is CHF 2200 for Business Service Providers. The Organiser reserves the full right to decide who is qualified for admission as Business Service Provider. Business Service Provider participation allows for use of Services; event participation, submit to and browse partnering database, online request of 1-to-1 partnering meetings and holding the meetings at event, luncheon, presence of 1-2 participants at the event day (additional participants will be charged full price of General Admission participation fee). For cancellation policy see below. Maximum 10 Business Service Providers per event are allowed.

Partnership / Sponsorship

Cost of Service is agreed upon separately for Partnership / Sponsorship participants. The Organiser reserves the full right to decide who is qualified for admission as Partner / Sponsor. Partner / Sponsor participation allows for use of Services; event participation, submit to and browse partnering database, online request of 1-to-1 partnering meetings and holding the meetings at event, luncheon, (amount of participants agreed separately with each Partner / Sponsor). Partner / Sponsorship participation also allows for additional usage of the Service as agreed upon in Partnership / Sponsorship agreement between Organiser and Partner / Sponsor. For cancellation policy see below and Partnership / Sponsorship agreement.

Payment and invoice

Payment has to be made in order to finalise the registration and to use the Services. Payment can only be made online and with credit card. Payments are handled by the payment service provider Stripe. In special cases (the Organiser reserves the full right to decide what is considered as special case) the Organiser can allow for other payment methods such as invoicing.

Swedish VAT of 25% is applicable. All companies are obliged to provide

- Company name
- Company address
- VAT number.

Swedish companies will be invoiced with Swedish VAT.

EU-companies will be invoiced without VAT as EU reverse charge is applied to the Service (https://ec.europa.eu/taxation_customs/business/vat/eu-vat-rules-topic/where-tax_en).

All other companies that do not provide a VAT number will be invoiced with Swedish VAT.

All private persons will be invoiced with Swedish VAT.

An invoice will be made available for download in the participant's account after the payment has been made.

CANCELLATION POLICY

Cancellation of participation must be notified and communicated to the Organisers. If cancellation is not notified, the Organisers have the right to claim the participation fee or cost of service provided and any other additional fees and charges that may have been brought upon the Organiser as a result of you not showing up to the event. Cancellation is to be notified by sending an email to; info@swissnordicbio.com, or by telephoning the organisers; +43 1 402 35 15 25 / +431 402 35 15 20.

Cancellation for General Admission and Business Service Provider participants

Cancellation until 20 December 2017: you will receive a refund of 50% of the participation price that was paid. No innovation pitching presentation fees are refundable after 1 January 2018. Note that a paid registration is transferrable to a replacement representative from your company, please see Replacement Participant below.

Cancellation 20 December 2017 – 8 January 2018: you will receive a refund of 25% of the participation price that was paid. Note that a paid registration is transferrable to a replacement representative from your company, please see Replacement Participant below.

Cancellation after 8 January 2018: No refund will be given. Note that a paid registration is transferrable to a replacement representative from your company, please see Replacement Participant below.

Cancellation for Investor / Business Developer / Innovation Scout participants and Partnership / Sponsorship participants

Investor / Business Developer / Innovation Scout participants: Cancellation after 8 January 2018 will be charged full participation price as per General Admission participation. Note that a paid registration is transferrable to a replacement representative from your company, please see Replacement Participant below.

Partnership / Sponsorship participants: Please see partnership / sponsorship agreement. Note that a paid registration is transferrable to a replacement representative from your company, please see Replacement Participant below.

REPLACEMENT PARTICIPANT

If you due to certain circumstances are unable to attend a replacement participant from your company can participate in your place. Replacement participants have to be notified and communicated to the Organiser. Replacement participation is to be notified by sending an email to; info@swissnordicbio.com, or by telephoning the Organiser; +43 1 402 35 15 25 / +431 402 35 15 20, and submitting the following information:

- Name, titel and organisation of the one who is cancelling
- Name, titel, email address and telephone number of the replacement

ADDITIONAL TERMS AND CONDITIONS

For all matters not addressed within these Terms the Business Sweden's General Conditions for Assignments (last revised January 2011) govern the performance of this project. Business Sweden reserves the right to change or cancel events.



General Terms and Conditions for Assignments, January 2011

1. Applicability of the general terms and conditions

The following general terms and conditions for assignments ("Terms") apply to all assignments that Business Sweden, including any of its foreign branch offices and privately owned companies (jointly hereinafter referred to as "Business Sweden" or "we") provide to its clients.

2. Contracts for assignments

The scope of our assignment will be based on a written proposal to you (the "Proposal"). A signed and dated Proposal is valid for one (1) calendar month, unless otherwise stated in the Proposal. A contract shall be established and become binding upon Business Sweden and you when both parties have accepted and signed the Proposal and, if specifically agreed, when we have received up-front payment, a bank guarantee and/or a parent company guarantee ("Contract").

If a Contract states that we in whole or in part shall fulfil the Contract through a project team, we reserve the right to exchange a member of the appointed project team. We will as soon as possible provide notice to you of such change taking into account the specific circumstances.

To accomplish an assignment goal, we may from time to time need to engage external professional service providers. In such case we will inform you of the identity of such external service provider and specify for which part of the agreed assignment such external service provider has been engaged for.

A Contract may only be amended if in writing and duly signed by authorized representatives of both parties.

3. Referrals

We may from time to time refer you to other professional service providers. Although we make every effort to solely refer you to external professional service providers known to perform quality services and in a professional manner, any such external professional service providers shall be considered to be independent of us and we assume no responsibility or liability for recommending them to you or for advice given by them, unless specifically agreed otherwise in a Contract. It will be your responsibility to engage and to bear accrued fees and costs for such external service providers.

4. Fees and invoicing

Unless otherwise agreed in the Contract, fees, exclusive of VAT, out-of-pocket expenses or local public charges or taxes, for assignments carried out by us pursuant to a binding Contract shall be stated in SEK. Any costs for local public charges, taxes or other out-of-pocket expenses necessary for the fulfilment of an assignment will be charged subsequently.

If we have incurred out-of-pocket expenses on your behalf in local currency, such expenses shall be charged pursuant to the current currency exchange rate in SEK at the date of invoice. If the currency exchange rate has changed by more than 5% between the date of invoice and payment, we reserve the right to adjust the invoice amount accordingly.

Our invoices shall become due and payable thirty (30) days from the date of invoice.

In the event of late payment, we will charge penalty interest at the current Swedish reference rate ("referensränta") plus eight (8) percentage points.

5. Term and premature termination of Contract

The term of an assignment shall be specified in the Contract.



Unless otherwise agreed, you are entitled to terminate a Contract in progress at any time by providing thirty (30) days prior written notice. Upon such termination, you shall pay a termination fee equal to 25% of the agreed fee for the uncompleted portion of the Contract.

We are entitled to terminate a Contract with immediate effect if you (i) are in breach of any of the material terms or conditions of the Contract and fail to cure such default within thirty (30) days after receipt of notice in writing from us; (ii) jeopardize the purpose or carrying out of the assignment; (iii) enter into liquidation, suspend your payments, are declared bankrupt, make a composition with your creditors or otherwise are found to be insolvent; (iv) supply incorrect or misleading information to us; or (v) engage in activities that are illegal, fraudulent, or against public policy in Sweden or in any other country where services are to be delivered by us pursuant to a Contract.

Termination of a Contract under this section shall not affect your obligation to pay for services provided by us until the date of termination or for reimbursable expenses.

6. Obligations of the parties

You shall provide us with accurate and sufficient information and the resources necessary for us to meet the obligations specified in the Contract.

We shall perform the duties of the Contract in a professional and workmanlike manner and in compliance with applicable local laws, rules and regulations.

Except as specified in the Contract, we undertake no written, oral or implied warranties, including but not limited to warranties of quality in the execution or specific results of assignments, merchantability, performance or suitability of the services performed for a particular purpose.

7. Confidentiality

During the term of a Contract and after termination thereof, we will not disclose to a third party any oral or written information, which you provide to us during the performance of an assignment, with the exception of information that (i) is in the public domain or will enter into the public domain other than due to breach on our part of the Contract, (ii) we are required to disclose by law, regulations or decision imposed by a public authority, (iii) we have been given your permission to disclose or if required for the fulfilment of the Contract.

If we are required to disclose information due to the circumstances described in (ii), we will consult with you before the disclosure is made, if possible.

8. Intellectual property rights

You have full right to use the work products for the purposes for which they are provided, although copyright and any other intellectual property rights in all work products that we generate under an assignment vest in us. Unless specifically agreed, you may not generally circulate document or other work product generated by us or use such documents for marketing purposes.

9. Limitation of liability

In addition to the limitation of liability set out in this section 9, we may apply specific limitations of liability for certain types of assignments. Such limitation of liability will be communicated to you before the conclusion of the Contract.

Business Sweden shall under no circumstances be liable for loss of profits, production, or other indirect damages of any kind, or for damages based on loss, consequential damages or consequential losses. We shall have no liability towards third parties based on our performance in accordance with the terms of a Contract entered into with you.

Our total liability for any claim shall under no circumstances exceed the lower of the fees paid by you under the Contract or the fees paid to us for the portion of Contract which gives rise to the claim.



10. Hiring of Business Sweden personnel

You shall not, without written consent from us, try to recruit Business Sweden's personnel during the period such personnel directly or indirectly works with you under a Contract, and a period of six (6) months thereafter. Further, you agree to give us at least thirty (30) days' prior written notice that you intend to hire any current or former employee of Business Sweden after the above-mentioned period.

11. Force majeure

Business Sweden shall be excused from performance of any of the duties of an Contract for any period and to the extent that Business Sweden is prevented from performing any services, in the whole or in part, as a result of delays caused by the client, force majeure or other unforeseeable events for which Business Sweden is not responsible and which cause Business Sweden substantial difficulties in performing, or which make it temporarily impossible to perform, the services, including war, civil disturbance, court order, labour dispute, third party non performance, or other cause beyond Business Sweden's reasonable control or which Business Sweden could not reasonably anticipate. Business Sweden shall as soon as possible inform you of the occurrence of such hindrances to performance. Should the assignment be postponed for two (2) months or more the Contract shall be cancelled, unless otherwise agreed by you and Business Sweden in writing. Claims for damages shall be precluded in such a case. Should the assignment thus be cancelled, Business Sweden is entitled to payment for accrued costs on behalf of the client up until the date of cancellation.

12. Governing law and disputes

Contracts shall be governed by and construed in accordance with Swedish law. Disputes concerning the interpretation or application of Contracts and legal matters connected therewith, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The proceeding shall take place in Stockholm, Sweden. If the value of what is claimed clearly does not exceed SEK 2 million, the dispute shall be finally settled in accordance with the Rules of the Arbitration Institute for expedited arbitration procedure.

13. Invalid or unenforceable provisions

If any provision of these Terms or a Contract, or the application thereof for any reason and to any extent are deemed to be invalid, illegal or unenforceable, the remainder of these Terms and the Contract shall not be affected thereby, but instead continue to be valid in accordance with its terms. Provisions that are found to be invalid, illegal or unenforceable shall, to the extent possible under the law of the country in which they are applied, be adjusted to make them valid and enforceable and shall to the greatest extent possible be interpreted in accordance with the parties' original intentions.

14. Independent contractors

Neither these Terms or a Contract shall be interpreted as Business Sweden being an agent of you or you being an agent of Business Sweden for any purpose whatsoever, and neither Business Sweden or you shall have the right to represent the other party in respect of any issues, except in such cases and under such circumstances expressly permitted in a Contract.

15. Prior agreements

A Contract between Business Sweden and you shall constitute the final agreement between the parties as pertains to the subject matter of such Contract and shall supersede any and all prior agreements and understandings, whether oral or written between Business Sweden and you.

Sustainable business and good corporate governance

High-standard performance in terms of social responsibility and good corporate governance is an increasingly important competitive advantage in international business. Swedish companies are expected to act responsibly on international markets, in line with international principles and guidelines laid down in the OECD guidelines for multinational companies and the *UN Global Compact*.