

General Terms & Conditions

Consulting & Professional Services





General Terms & Conditions for Consulting Services

Revision 1.0 | Effective 18 September 2026

SMeDicC GmbH
Chamerstrasse 172
6300 Zug / Switzerland

These General Terms & Conditions ("Terms") apply to business-to-business consulting and professional services supplied by SMeDicC GmbH. They are intended to be incorporated into each engagement before the Client accepts the relevant order or instructs SMeDicC to commence Services.

Revision / effective date

Revision 1.0 / 18 September 2026

Project-specific terms agreed in a Client Project Agreement, quotation, order confirmation, prepayment invoice or other accepted project record prevail over these Terms for the specific matter concerned.

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1. Purpose, scope and incorporation

1.1 Scope. These Terms apply to consulting, regulatory, technical, quality, clinical, testing coordination, market access, project management, business development and other professional services supplied by SMeDicC to business Clients. These Terms are not intended for consumer engagements.

1.2 Project Terms and Contract. "Project Terms" means the project-specific commercial and operational terms stated in a signed Client Project Agreement, quotation, order confirmation, prepayment invoice issued before or at commencement, accepted purchase order, email confirmation or other written project record accepted by SMeDicC. These Terms together with the applicable Project Terms form the "Contract" for the relevant engagement.

1.3 Incorporation and acceptance. These Terms become part of the Contract where the Project Terms refer to them and the Client had a reasonable opportunity to access, save or download the applicable version before acceptance. The Client may accept the Contract by signature, electronic acceptance, written or email confirmation, issuing an accepted purchase order, instructing SMeDicC to commence after receiving the Project Terms and these Terms, making an agreed prepayment, or other conduct clearly confirming the order.

1.4 Simplified Engagements below CHF 10,000. SMeDicC may accept an engagement with expected professional fees below CHF 10,000 without a separately signed Client Project Agreement, unless SMeDicC determines that the project complexity, data, security, regulatory or commercial risk requires one. In a Simplified Engagement, the Project Terms may be documented in a quotation, order confirmation, prepayment invoice issued before or at commencement, email confirmation, accepted purchase order or similar written record that refers to these Terms. The CHF 10,000 threshold is an internal contracting option and does not oblige SMeDicC to use the simplified process.

1.5 No implied volume or capacity. No minimum volume, reserved capacity, named resource, rollover, refund or other commercial entitlement exists unless expressly stated in the applicable Project Terms.

2. Project terms, order of precedence and changes

2.1 Project-specific terms. The Project Terms define the relevant engagement, including as applicable scope, Deliverables, responsibilities, resources, dates, milestones, hours or budget, pricing, invoicing, prepaid or recurring service rules, data and AI requirements and special conditions.

2.2 Order of precedence. If a specific entry in the Project Terms conflicts with these Terms, the Project Terms prevail for that specific matter. Any Client-specific quality, security, data protection or AI requirement applies only if expressly stated or referenced in the Project Terms or otherwise accepted by SMeDicC in writing.

2.3 Binding effect. The Contract becomes binding when accepted in accordance with Section 1.3. A Project Agreement is not required for a valid Simplified Engagement where the Project Terms and incorporation of these Terms are otherwise documented and accepted.

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2.4 Scope changes. Material changes to scope, Deliverables, staffing, assumptions, budget, timeline or responsibilities require prior written agreement. Approved changes may be documented by written change order, email confirmation by authorized project contacts or updated Project Terms.

2.5 Purchase orders and Client terms. A Client purchase order, vendor portal entry, procurement form or similar administrative document does not amend the Contract and does not incorporate the Client's standard terms, even if referenced in such document, unless SMeDicC expressly accepts them in writing.

3. Services and professional responsibilities

3.1 Professional standard. SMeDicC shall perform the Services with the degree of skill, care, diligence and professional competence reasonably expected from a qualified consultant in the relevant field and in accordance with applicable laws and project requirements expressly agreed in the Project Terms.

3.2 No outcome guarantee. Unless expressly agreed otherwise in the Project Terms, SMeDicC provides professional consulting and support services and does not warrant or guarantee regulatory approval, certification, authority acceptance, successful testing, market access, reimbursement, commercial success or any other specific project outcome.

3.3 Client and manufacturer responsibility. The Client remains responsible for its products, business decisions, regulatory decisions and legal obligations, including any obligations applicable to a manufacturer, legal manufacturer, sponsor, importer, distributor, responsible person or other regulated economic operator. Advice, drafts, reviews and recommendations from SMeDicC do not transfer such legal responsibility to SMeDicC.

3.4 Reliance on Client information. SMeDicC may rely on information, documentation, data, instructions and representations provided by the Client or persons acting on the Client's behalf without independent verification unless verification is expressly included in the Project Terms. SMeDicC shall report material defects, contradictions or omissions reasonably identified during the agreed Services.

3.5 Estimates and professional judgment. Time estimates, budgets, project plans and regulatory assessments are based on the information and assumptions available at the time and may change due to Client decisions, authority or notified body feedback, laboratory findings, third-party dependencies, new information or changes in applicable requirements.

3.6 Third-party services. Where SMeDicC coordinates laboratories, notified bodies, certification bodies, software providers, translators, legal counsel or other independent third parties, those third parties remain responsible for their own services, decisions and deliverables. Unless expressly stated otherwise in the Project Terms, SMeDicC does not guarantee their availability, timelines, prices or outcomes.

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4. Client cooperation and responsibilities

4.1 Information and access. The Client shall provide complete, accurate and timely information, documents, decisions, access credentials, systems, samples, personnel availability and other resources reasonably required for the Services.

4.2 Accuracy and ownership of inputs. The Client is responsible for the accuracy, completeness, legality and authorized use of materials and information it provides. The Client shall promptly notify SMeDicC of corrections, changed assumptions or new information that may affect the Services.

4.3 Decisions and approvals. The Client shall provide timely feedback, decisions and approvals and shall identify authorized project contacts. Delays caused by missing information, delayed approvals or other Client dependencies may extend timelines and may result in additional effort or fees.

4.4 Regulatory and industry requirements. The Client shall inform SMeDicC of Client-specific, product-specific, industry-specific or contractual requirements that may affect the Services, including mandatory procedures, supplier rules, data restrictions and authority deadlines.

4.5 Infrastructure and licenses. Unless included in the Project Terms, the Client shall provide and maintain any Client-specific systems, licenses, software, equipment or infrastructure required for SMeDicC to perform Services within the Client environment.

4.6 Safe and lawful instructions. The Client shall not require SMeDicC to perform activities that would violate applicable law, professional obligations, third-party rights or agreed security and data protection requirements.

5. Personnel, subcontractors and third parties

5.1 Delivery model. SMeDicC may perform the Services through its directors, employees, independent contractors, affiliated companies, specialist consultants and approved subcontractors. SMeDicC remains responsible for coordinating the Services it provides under the Contract.

5.2 Flow-down obligations. SMeDicC shall require personnel and subcontractors receiving Client Confidential Information to be bound by appropriate confidentiality, intellectual property, data protection, information security and AI-use obligations.

5.3 Named personnel. Where the Project Terms identifies named or key personnel, SMeDicC will use reasonable efforts to maintain those resources. SMeDicC may replace personnel where reasonably necessary, including due to availability, illness, conflict, performance, Client request or business continuity, using personnel with reasonably comparable qualifications where practicable.

5.4 Direct instructions. The Client may provide reasonable project instructions to assigned SMeDicC personnel concerning scope, priorities and Client requirements, but shall not treat SMeDicC personnel or contractors as Client employees or directly alter their commercial terms, employment status or engagement conditions.

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6. Fees, invoicing, prepaid services and expenses

6.1 Fees and commercial model. Hourly rates, fixed fees, milestone payments, retainers, prepaid service credits, recurring monthly capacity, reserved resources, minimum commitments, bonuses or other commercial arrangements are defined in the Project Terms.

6.2 Time records. For time-based Services, SMeDicC may provide timesheets or time summaries at the frequency stated in the Project Terms. Unless the Client raises specific written objections within five (5) business days after receipt, the relevant time record shall be considered accepted for invoicing purposes.

6.3 Invoicing and payment. Unless otherwise stated in the Project Terms, SMeDicC may invoice monthly and invoices are payable within fourteen (14) calendar days from the invoice date. Invoices may be delivered electronically.

6.4 Prepaid and recurring service models. Where the Project Terms uses prepaid credits, monthly capacity, retainers or another recurring model, the Project Terms shall define the applicable rules concerning replenishment, rollover, expiration, refundability, minimum consumption, reserved capacity, resource availability and treatment of unused hours. No rollover, refund, reservation or other entitlement exists unless expressly stated in the Project Terms.

6.5 Expenses. Unless otherwise agreed, the Client shall reimburse travel, accommodation, shipping, laboratory, authority, certification, translation and other approved third-party or project expenses reasonably incurred in connection with the Services. SMeDicC may require advance funding for material third-party costs.

6.6 Taxes. Fees and expenses are exclusive of VAT, GST, sales tax, withholding tax and similar taxes unless expressly stated otherwise. Taxes legally chargeable by SMeDicC will be added to invoices. The Client shall not deduct or withhold amounts unless required by law and shall provide reasonable evidence of any mandatory withholding.

6.7 Late payment. Overdue undisputed amounts accrue default interest at five percent (5%) per annum or such higher rate as may be expressly agreed in the Project Terms, together with reasonable external collection costs to the extent permitted by law.

6.8 Suspension for non-payment. SMeDicC may suspend Services after written notice where undisputed invoices remain materially overdue. Timelines and resource commitments may be adjusted accordingly, and SMeDicC is not responsible for delay caused by such suspension.

7. Deliverables, acceptance and change control

7.1 Review period. Where the Project Terms identifies a Deliverable for Client acceptance, the Client shall review it promptly and provide specific written acceptance comments within five (5) business days after delivery unless a different review period is stated in the Project Terms.

7.2 Deemed acceptance. A Deliverable shall be deemed accepted if the Client does not provide specific and reasonable written objections within the applicable review period, or

if the Client uses, submits, distributes or relies on the Deliverable for its intended project purpose.

7.3 Correction of non-conformities. If a Deliverable materially fails to meet the expressly agreed scope due to SMeDicC's failure to perform the Services with the required professional standard, SMeDicC shall correct the material non-conformity within a reasonable period without additional professional fees.

7.4 Additional work. Client-requested revisions, additional iterations, new requirements, changed assumptions, authority or notified body feedback, additional meetings, additional documents or other work outside the agreed scope are additional Services and may be invoiced at the agreed rates or under a change order.

7.5 Acceptance does not create an outcome warranty. Acceptance of a Deliverable confirms completion of the agreed project output and does not create a guarantee of regulatory, certification, testing or commercial outcome.

8. Mutual confidentiality and non-disclosure (NDA)

8.1 Integrated mutual NDA. This Section 8 constitutes a mutual non-disclosure agreement between the Parties. Each Party may disclose confidential information to the other in connection with the collaboration. Each Party shall protect Confidential Information received from the other and use it solely for the purposes of evaluating, performing, managing or receiving the Services.

8.2 Confidential Information. "Confidential Information" includes all non-public commercial, technical, regulatory, scientific, financial, contractual, operational and personal information, including pricing, business plans, technical documentation, QMS records, software, source code, designs, test data, clinical or performance data, reports, methods, know-how, credentials and materials derived from such information, whether disclosed orally, electronically or in writing.

8.3 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate was lawfully known without confidentiality obligation before disclosure, becomes public without breach of the Contract, is lawfully received from a third party without confidentiality obligation, or is independently developed without use of the Confidential Information.

8.4 Permitted disclosure. Confidential Information may be disclosed to personnel, approved contractors, professional advisers, auditors, insurers and service providers who reasonably need the information for the Services or administration of the relationship and who are bound by appropriate confidentiality obligations.

8.5 Required disclosure. If disclosure is required by law, court order or competent authority, the Receiving Party may disclose only the legally required information and, where legally permitted, shall notify the Disclosing Party in advance and reasonably cooperate in seeking protective measures.

8.6 Return and destruction. Upon request or when access is no longer required, the Receiving Party shall return or securely delete Confidential Information, subject to mandatory legal retention requirements, professional recordkeeping obligations and



routine backup copies that cannot reasonably be isolated, provided retained information remains protected and is not used for another purpose.

8.7 Duration. The confidentiality and non-use obligations apply during the Contract and for five (5) years after the relevant disclosure or termination, whichever is later. Trade secrets remain protected for as long as they qualify as trade secrets, and personal data remains protected for as long as required by applicable law.

8.8 Publicity and references. Neither Party may use the other Party's name, logo, trademarks, project details or relationship as a public reference, testimonial, case study or promotional statement without prior written consent, except for factual disclosures required by law.

8.9 Ownership and no license. Confidential Information remains the property of the Disclosing Party or its licensors. Except for the limited right to use Confidential Information for the purposes permitted by the Contract, no intellectual property right, license or other ownership right is granted by disclosure.

9. Intellectual property rights

9.1 Background IP. Each Party retains ownership of intellectual property, know-how, methods, tools, templates, software, models, materials and other assets developed or acquired independently of the Services ("Background IP").

9.2 Client Property. All Client materials, data, documents, trademarks, software, product information and other property supplied by or on behalf of the Client remain the property of the Client or its licensors. SMeDicC receives only the rights reasonably necessary to perform the Services.

9.3 Deliverables and project-specific Work Product. Subject to full payment of all amounts due for the relevant Deliverable, the Client shall own the transferable intellectual property rights in project-specific Work Product created specifically by SMeDicC for the Client under the Contract, excluding SMeDicC Background IP and third-party materials.

9.4 SMeDicC Background IP and know-how. SMeDicC retains all rights in its pre-existing and independently developed templates, methods, processes, checklists, tools, software, know-how, generic concepts, experience and improvements that are not uniquely derived from Client Confidential Information, even where used in performing the Services.

9.5 Embedded SMeDicC Background IP. To the extent SMeDicC Background IP is incorporated into a Deliverable and is reasonably necessary to use that Deliverable, SMeDicC grants the Client, upon full payment, a perpetual, worldwide, non-exclusive, transferable solely with the relevant Deliverable or business, sublicensable where reasonably necessary, royalty-free license to use, reproduce, adapt and share that Background IP as part of the Deliverable for the Client's business, product, quality, regulatory, certification and market-access purposes. The Client may not extract or commercialize SMeDicC Background IP as a standalone product.

9.6 Regulatory and third-party use. The Client may provide paid Deliverables to competent authorities, notified bodies, certification bodies, laboratories, auditors, distributors, affiliates, professional advisers and other third parties reasonably necessary for the Client's

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regulatory, quality, commercial or product activities, subject to applicable confidentiality restrictions.

9.7 Third-party materials. Deliverables may include third-party or open-source materials subject to their own license terms. SMeDicC shall identify material third-party restrictions known to SMeDicC where they materially affect the Client's intended use.

10. Artificial intelligence and automated tools

10.1 AI-assisted workflow. Unless the Project Terms is designated as AI-restricted or the Client gives SMeDicC written notice prohibiting or limiting such use, the Client authorizes SMeDicC to use artificial intelligence, machine learning, automated analysis and generative AI tools as part of the performance of the Services.

10.2 Permitted processing. Subject to Section 10.1, SMeDicC may process Client Materials and Confidential Information using approved AI-assisted tools solely to the extent reasonably necessary for research, drafting, review, analysis, summarization, translation, data processing, quality assurance and other activities connected with the Services.

10.3 Safeguards and model training. SMeDicC shall use reasonable confidentiality, security and data-protection safeguards for Client-specific or confidential information. SMeDicC shall not intentionally use Client Confidential Information to train publicly available or third-party AI models for purposes unrelated to the Services and shall use privacy or enterprise controls where reasonably appropriate and available.

10.4 Human review. AI-generated or AI-assisted output used in Deliverables shall remain subject to appropriate professional review by SMeDicC. The use of AI does not reduce SMeDicC's contractual responsibility for the Services.

10.5 AI-restricted workflow. The Client may request an AI-restricted or AI-free workflow in writing. Restrictions apply prospectively from confirmation by SMeDicC. If restrictions are introduced or materially changed after the Project Terms is agreed, the Parties shall reasonably adjust scope, effort, timing, staffing or pricing where the restriction creates additional work or limits the agreed delivery method.

11. Data protection and information security

11.1 Applicable requirements. Each Party shall comply with data protection and privacy laws applicable to its own activities, including the Swiss Federal Act on Data Protection and, where applicable, the EU/EEA GDPR. Where SMeDicC processes personal data on behalf of the Client and processor terms are required, Schedule 1 (Data Processing Terms) applies in accordance with the DPA / international transfer status stated in the Project Terms.

11.2 Client instructions and lawful disclosure. The Client shall ensure that it is authorized to provide personal data and other protected information to SMeDicC for the Services and shall communicate any material processing restrictions, retention requirements, sensitive-data classifications or localization requirements before access is granted.

11.3 Processing and transfers. SMeDicC shall process personal data only to the extent reasonably necessary for the Services and in accordance with applicable instructions and

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law. International transfers will be handled using an applicable lawful transfer mechanism where required.

11.4 Security measures. SMeDicC shall maintain reasonable technical and organizational measures appropriate to the sensitivity of information processed for the Services, including appropriate access controls, secure devices, security updates, malware protection, secure transmission and authentication controls.

11.5 Security incidents. SMeDicC shall notify the Client without undue delay after becoming aware of a confirmed security or privacy incident involving Client information where notification is required by law or reasonably necessary for the Client to manage the incident. The Parties shall reasonably cooperate in investigation, containment and remediation.

11.6 Client systems. Where Services are performed in Client systems, SMeDicC may rely on the Client's infrastructure, access controls, backups, security configuration and availability unless SMeDicC has expressly agreed to provide or manage those elements.

12. Protection of SMeDicC personnel and contractors

12.1 Non-solicitation and direct engagement. During the term of the Contract and for twelve (12) months following completion or termination of the engagement in which an individual SMeDicC employee, contractor, freelancer or specialist was assigned to the Client, the Client shall not, without prior written consent from SMeDicC, directly or indirectly employ, engage, contract with or otherwise establish a paid professional relationship with that individual outside SMeDicC where the relationship results from the introduction or assignment through SMeDicC.

12.2 General recruitment exception. Section 12.1 does not prohibit hiring resulting from a general public recruitment campaign not specifically directed at SMeDicC personnel, provided the Client did not use confidential project information or targeted solicitation to induce the individual to leave SMeDicC.

12.3 Contractual penalty. In the event of a material breach of Section 12.1, the Client shall pay SMeDicC a contractual penalty of CHF 10,000 per affected individual unless a different amount is stated in the Project Terms. Payment of the penalty does not prevent SMeDicC from seeking injunctive relief or claiming proven damages exceeding the penalty to the extent permitted by law.

12.4 Agreed transfer. SMeDicC may consent to a direct engagement subject to a separately agreed transfer, placement or release fee.

13. Liability and indemnification

13.1 Responsibility for breach. Each Party is responsible for direct losses caused by its material breach of the Contract or the Project Terms, subject to the limitations and exclusions in this Section.

13.2 Exclusion of indirect damages. Neither Party shall be liable to the other for indirect, incidental, special, punitive or consequential damages, loss of profit, loss of revenue, loss of goodwill or loss of business opportunity, except to the extent such exclusion is prohibited

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by mandatory law or such amounts arise as part of a third-party claim for which the Party is otherwise liable under the Contract.

13.3 SMeDicC liability cap. Unless the applicable Project Terms expressly state otherwise, SMeDicC's aggregate liability arising out of or relating to an engagement shall not exceed one hundred percent (100%) of the professional fees paid or payable to SMeDicC for the affected engagement. For an indefinite or recurring engagement, the cap shall not exceed the professional fees paid or payable during the twelve (12) months immediately preceding the event giving rise to the claim.

13.4 Exclusions from limitation. The limitations in Sections 13.2 and 13.3 do not apply to fraud, willful misconduct, gross negligence, death or personal injury to the extent caused by a Party, or liabilities that cannot lawfully be excluded or limited.

13.5 Client decisions and third parties. SMeDicC is not liable for losses caused by inaccurate or incomplete Client information, Client decisions contrary to SMeDicC advice, unauthorized modifications to Deliverables, use outside the agreed purpose, or acts, omissions, delays or decisions of independent third parties that SMeDicC does not control.

13.6 Client materials and instructions indemnity. The Client warrants that it has all rights, permissions, consents and lawful bases necessary to provide Client Materials, information and personal data to SMeDicC and to instruct SMeDicC to use and process them for the Services. The Client shall indemnify and hold SMeDicC harmless from third-party claims, direct losses and reasonable external legal costs arising from (i) the Client's lack of such rights, permissions, consents or lawful basis, (ii) Client Materials supplied to SMeDicC infringing third-party rights, or (iii) unlawful or materially misleading Client instructions, except to the extent caused by SMeDicC's breach of the Contract or other conduct for which SMeDicC is legally responsible.

13.7 Third-party claim procedure. A Party seeking indemnification shall provide prompt written notice and reasonable information concerning the claim and shall reasonably cooperate in its defence. The indemnifying Party may control the defence and settlement of the claim, provided that it may not settle a claim that imposes an admission, non-monetary obligation or unreimbursed liability on the other Party without that Party's prior written consent, not to be unreasonably withheld.

14. Term, suspension and termination

14.1 Term. These Terms apply for the duration of each engagement incorporated into the Contract. The engagement begins on the start date or acceptance date stated or implied by the applicable Project Terms and continues for the stated term or until completed or terminated in accordance with this Section.

14.2 Termination for convenience. If the Project Terms are silent, either Party may terminate the engagement for convenience on thirty (30) days' written notice, subject to payment for Services performed, committed third-party costs and any non-cancellable resource commitments up to the effective termination date.

14.3 Project-specific commitment. Any minimum commitment, fixed term, prepaid or non-refundable amount, reserved capacity, resource commitment or project-specific termination arrangement stated in the Project Terms prevails over the default convenience-termination rule in Section 14.2.

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14.4 Material breach. Either Party may terminate the Contract for material breach if the breach is not cured within ten (10) business days after written notice where cure is reasonably possible. Serious confidentiality, information security, fraud or intentional misconduct may justify immediate termination.

14.5 Suspension. SMeDicC may reasonably suspend affected Services where necessary due to overdue undisputed payments, missing Client cooperation, information security concerns, unlawful instructions, conflict of interest, safety concerns or material Client breach. SMeDicC shall notify the Client where reasonably practicable.

14.6 Effect of termination. The Client shall pay all undisputed fees, approved expenses, committed third-party costs and other amounts accrued up to termination. Provisions that by their nature are intended to survive, including confidentiality, intellectual property, data protection, payment, Client protection, liability and governing law, remain in effect.

15. Compliance and business conduct

15.1 Applicable laws. Each Party shall comply with laws and professional requirements applicable to its own activities under the Contract, including applicable anti-bribery, sanctions, export control, competition, quality, data protection and regulatory requirements.

15.2 Conflicts of interest. Each Party shall promptly disclose an actual or reasonably apparent conflict of interest that may materially affect a project and shall reasonably cooperate to manage or resolve the conflict.

15.3 Respect and non-discrimination. The Parties commit to a professional relationship based on mutual respect and shall not engage in unlawful discrimination, harassment or abusive conduct in connection with the Services.

15.4 No improper influence. Neither Party shall request, offer or accept improper payments, benefits or inducements in connection with the Services, regulatory decisions, testing, certification, procurement or other project activities.

16. Notices, assignment and force majeure

16.1 Notices. Official notices under the Contract may be sent by email to the addresses designated by the Parties or by another traceable written method. A Party shall promptly notify the other of changes to its official contact details.

16.2 Assignment. Neither Party may assign the Contract without prior written consent from the other Party, except that SMeDicC may assign the Contract to an affiliate, successor or purchaser of the relevant business upon written notice, and the Client may assign it as part of a bona fide merger, reorganization or sale of substantially all relevant business assets upon written notice, provided the assignee assumes the obligations.

16.3 Force majeure. Neither Party is liable for delay caused by events beyond its reasonable control, provided the affected Party promptly informs the other and takes reasonable steps to mitigate the impact. Payment obligations for Services already performed are not excused by force majeure.

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17. Governing law and jurisdiction

17.1 Governing law. The Contract is governed by the substantive laws of Switzerland, excluding conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods.

17.2 Jurisdiction. The exclusive place of jurisdiction for disputes arising out of or in connection with the Contract shall be Kreuzlingen, Switzerland, subject to any mandatory jurisdiction that cannot lawfully be excluded.

18. Entire agreement, amendments and severability

18.1 Entire agreement. These Terms together with the applicable Project Terms, Schedule 1 where applicable, and any expressly incorporated transfer mechanism or project-specific annex constitute the entire Contract concerning the relevant Services and supersede prior consulting terms or confidentiality arrangements concerning the same subject matter, unless a document is expressly stated to remain in force.

18.2 Amendments. Changes to the Contract must be made in writing and accepted by authorized representatives of both Parties. Project-specific changes may be made by written change order, email confirmation or updated Project Terms in accordance with Section 2.

18.3 Severability. If any provision is invalid or unenforceable, the remaining provisions remain in effect. The invalid provision shall be interpreted or replaced, to the extent legally possible, by a valid provision that most closely reflects the commercial purpose of the original provision.

18.4 Waiver. A failure or delay in enforcing a right does not constitute a waiver of that right. A waiver is effective only for the specific matter for which it is given.

18.5 Electronic acceptance. Where a Project Agreement or other document is signed, electronic signatures and electronic acceptance through commonly used signature platforms have the same contractual effect as handwritten signatures to the extent permitted by applicable law. Simplified Engagements may also be accepted in accordance with Section 1.3.

18.6 Versioning and archived terms. The version of these Terms identified in the applicable Project Terms governs that engagement. A later revision does not amend an existing Contract unless the Parties expressly agree otherwise. SMeDicC may publish new revisions for future engagements and will retain prior published versions in its online legal archive.



Schedule 1 - Data Processing Terms

Applicability. This Schedule applies only where the applicable Project Terms state that this Schedule applies, or where SMeDicC processes personal data on behalf of the Client in a manner for which applicable data protection law requires processor terms. The processing details are defined in the applicable Project Terms or other written processing instructions accepted by SMeDicC. For processing in which each Party acts as an independent controller for its own business administration, billing, contact management or legal compliance, this Schedule does not apply.

Processing details

The subject matter, duration, nature and purpose of processing, categories of data subjects and personal data, any sensitive data, and approved transfer or subprocessor details are those stated in the applicable Project Terms or other written processing instructions accepted by SMeDicC.

1. Roles and instructions. Where the Client determines the purposes and means of processing, the Client acts as controller and SMeDicC acts as processor. Where the Client processes personal data on behalf of another controller, SMeDicC acts as subprocessor to the extent applicable. SMeDicC shall process personal data only on documented instructions from the Client, including the Project Terms, agreed project instructions and these Terms, unless processing is required by applicable law. If legally permitted, SMeDicC shall inform the Client before processing required by law.

2. Confidentiality and personnel. SMeDicC shall ensure that persons authorized to process personal data are subject to appropriate confidentiality obligations and receive access only to the extent reasonably necessary for the Services.

3. Security. SMeDicC shall implement reasonable technical and organizational measures appropriate to the risk, taking into account the nature, scope, context and purpose of the processing and the sensitivity of the data. Such measures may include access control, secure authentication, secure transmission, current system protection, backup and recovery practices and measures required by the Project Terms or Client-specific security requirements accepted by SMeDicC.

4. Subprocessors. The Client grants SMeDicC general authorization to use affiliates, independent contractors, specialist consultants, cloud providers and other subprocessors reasonably required to provide the Services, subject to the Project Terms and applicable law. SMeDicC shall impose data protection obligations on subprocessors that are materially equivalent to the obligations applicable to SMeDicC for the relevant processing and remains responsible for their performance to the extent required by applicable law. Where legally required, SMeDicC shall provide information concerning material subprocessors and permit reasonable objections based on legitimate data protection grounds.

5. Data subject and authority requests. Taking into account the nature of the processing, SMeDicC shall reasonably assist the Client, where practicable, with requests from data subjects and with communications from competent data protection authorities relating to personal data processed under this Schedule. SMeDicC shall not respond substantively on the Client's behalf unless authorized or legally required.

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6. Security incidents. SMeDicC shall notify the Client without undue delay after becoming aware of a personal data breach affecting personal data processed under this Schedule and shall provide reasonably available information necessary for the Client to assess and fulfil applicable notification obligations. Notification does not constitute an admission of fault or liability.

7. Compliance assistance. Taking into account the nature of the processing and information available to SMeDicC, SMeDicC shall provide reasonable assistance with the Client's applicable security, breach notification, data protection impact assessment and prior-consultation obligations. Material assistance outside the agreed Services may be charged at the applicable rates unless the need for such assistance results from SMeDicC's breach of this Schedule.

8. Return and deletion. At the end of the Services involving personal data, or upon the Client's reasonable written request, SMeDicC shall return or securely delete such personal data unless retention is required by law, reasonably required to establish or defend legal claims, or contained in routine backups that cannot reasonably be isolated. Retained data remains subject to the confidentiality and security obligations of the Contract and shall not be used for another purpose.

9. Information and audits. SMeDicC shall make available information reasonably necessary to demonstrate compliance with this Schedule. If such information is insufficient, the Client may request a reasonable audit no more than once in any twelve-month period, unless a material security incident or legal requirement justifies an additional audit. Audits shall be conducted on reasonable notice, during normal business hours, subject to confidentiality and security restrictions and in a manner that minimizes disruption. The Client bears its audit costs unless the audit identifies a material breach by SMeDicC.

10. International transfers. Personal data may be processed from the locations permitted in the Project Terms, subject to applicable data protection law. Where an international transfer requires an adequacy decision, standard contractual clauses or another legally recognized transfer mechanism, the Parties shall put the required mechanism in place before the restricted transfer occurs. SMeDicC shall not be required to commence data access that would violate an applicable transfer restriction.

11. Priority. For matters concerning processing of personal data on behalf of the Client, this Schedule prevails over conflicting general provisions of these Terms. Project-specific processing instructions expressly stated in the Project Terms prevail over this Schedule for the relevant engagement, provided they comply with applicable law.

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