

NOVA HEALTH, LDA

Rua do Campo Alegre, Nº 1517, Lj. 24 C32 | 4150-182 Porto, Portugal
NIF: 518699145 | dr.hfonseca@gmail.com

Terms and Conditions of Sale

| Effective: 20 March 2026

These Terms and Conditions of Sale ("Terms") govern the provision of consulting, medical affairs, and advisory services ("Services") by **NOVA HEALTH, LDA** ("Company", "we", "us") to any individual or entity ("Client", "you") that purchases Services. By engaging our Services or making a payment, you confirm that you have read, understood, and agree to be bound by these Terms.

1. Company Information

Company Name	NOVA HEALTH, LDA
Registered Address	Rua do Campo Alegre, Nº 1517, Lj. 24 C32, 4150-182 Porto, Portugal
NIF (Tax ID)	518699145
Contact Email	dr.hfonseca@gmail.com
Legal Form	Sociedade por Quotas (Limited Liability Company) — Portuguese Law

2. Scope of Services

Nova Health, LDA provides specialised consulting and advisory services in the field of medical affairs, life sciences, and healthcare strategy. Services may include, but are not limited to:

- Medical affairs strategy and implementation support
- Medical education programme design and delivery
- Scientific content development and review
- Key Opinion Leader (KOL) engagement and management
- Health economics and outcomes research (HEOR) advisory
- Regulatory and market-access strategic consulting
- Digital health and e-learning module development
- Training, workshops, and expert advisory sessions

The specific scope, deliverables, timeline, and fees for each engagement are defined in a written Statement of Work (SoW) or service agreement signed by both parties.

3. Proposals and Acceptance

A commercial engagement is formalised when the Client accepts a written proposal, Statement of Work, or service agreement issued by the Company. Acceptance may be communicated by written confirmation, countersignature, or payment of an invoice or payment link issued by the Company. Once accepted, the agreement is binding on both parties.

4. Pricing and Fees

All fees are set out in the applicable SoW or invoice. Prices are quoted in Euros (EUR) or Pounds Sterling (GBP) as specified, and are exclusive of any applicable taxes (including VAT) unless explicitly stated otherwise. Nova Health, LDA reserves the right to revise its standard fee schedule with 30 days' written notice, though agreed project fees are fixed for the duration of the relevant SoW.

5. Payment Terms

- **Payment due date:** Unless otherwise specified in the SoW, invoices are payable within 30 days of the invoice date.
- **Payment methods:** Bank transfer, or via payment link provided by the Company.
- **Late payment:** Amounts not paid by the due date may incur statutory interest at the rate applicable under Portuguese commercial law (Decreto-Lei n.º 32/2003).
- **Milestone payments:** Where a project is structured in milestones, each milestone amount becomes due upon the agreed trigger event as stated in the SoW.
- **Currency:** Payments must be made in the currency stated on the invoice. Bank charges associated with international transfers are the Client's responsibility.

6. Delivery and Timelines

Estimated timelines for delivery of Services are provided in good faith in the SoW. The Company will use reasonable endeavours to meet agreed timelines. Delays caused by the Client's failure to provide information, materials, or approvals in a timely manner will not be attributable to the Company, and may result in timeline or fee adjustments.

7. Intellectual Property

Unless otherwise agreed in writing, all intellectual property rights in materials, reports, content, and deliverables created by Nova Health, LDA in the course of providing the Services shall vest in the Company upon creation. Upon full payment of all fees, the Company grants the Client a non-exclusive, non-transferable licence to use the deliverables for the internal business purposes set out in the SoW. Pre-existing intellectual property of either party shall remain the property of its owner.

8. Confidentiality

Each party agrees to keep confidential all non-public information received from the other party in connection with the Services, and to use such information solely for the purpose of performing or receiving the Services. This obligation shall survive termination of the agreement for a period of five (5) years. Confidentiality obligations do not apply to information that is or becomes publicly available through no fault of the receiving party, or that is required to be disclosed by law or regulatory authority.

9. Limitation of Liability

To the maximum extent permitted by applicable law, the Company's total aggregate liability to the Client in respect of any claim arising out of or in connection with the Services shall not exceed the total fees paid by the Client for the specific project giving rise to the claim in the twelve (12) months preceding the claim. The Company shall not be liable for any indirect, consequential, special, or punitive damages, loss of profits, or loss of data, even if advised of the possibility of such damages.

10. Termination

Either party may terminate a service engagement as follows:

- **For convenience:** Either party may terminate with 30 days' written notice. In such case, the Client shall pay for all Services performed up to the date of termination.
- **For cause:** Either party may terminate immediately upon written notice if the other party materially breaches these Terms and fails to cure such breach within 14 days of written notice.

- **Effect of termination:** Clauses relating to payment, intellectual property, confidentiality, limitation of liability, and governing law shall survive termination.
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11. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations caused by circumstances beyond its reasonable control, including acts of God, pandemic, war, civil disorder, government action, or failure of telecommunications infrastructure. The affected party must notify the other promptly and use reasonable efforts to resume performance as soon as practicable.

12. Data Protection

Both parties agree to comply with applicable data protection legislation, including the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Portuguese Data Protection Law (Lei n.º 58/2019). Any personal data shared in connection with the Services will be processed only as necessary for the performance of the agreement and in accordance with the Company's Privacy Policy.

13. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of Portugal. Any dispute arising out of or in connection with these Terms that cannot be resolved amicably shall be submitted to the exclusive jurisdiction of the courts of Porto, Portugal, without prejudice to any right of a Consumer under applicable EU consumer protection rules.

14. Amendments

The Company reserves the right to update these Terms at any time. The current version will always be made available upon request and will apply to any new engagement entered into after the effective date of the update. Existing SoWs will not be affected by subsequent amendments to these Terms unless agreed in writing by both parties.

15. Entire Agreement

These Terms, together with any applicable SoW or written service agreement, constitute the entire agreement between the parties relating to the subject matter hereof and supersede all prior representations, understandings, or agreements. If any provision of these Terms is found to be unenforceable, the remaining provisions shall continue in full force and effect.

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