

# POLITICO PRO

## POLITICO PRO AGREEMENT

POLITICO	CLIENT
Company name: POLITICO SRL	Company name: AIFA – AGENZIA ITALIANA DEL FARMACO
Registered address: Rue de la Loi 62, 1040, Brussels, Belgium	Registered address: Via del Tritone, 18100187 Roma RM, Italia
VAT number: BE 0526 900 436	VAT number: IT08703841000
Country of Incorporation: Belgium.	Country of incorporation: Italy
Billing contact: <a href="mailto:accountant@politico.eu">accountant@politico.eu</a>	Billing contact: AIFA – Billing Service <a href="mailto:salaposta@aifa.gov.it">salaposta@aifa.gov.it</a> Via del Tritone, 18100187 Roma RM, Italia PO number (if applicable): N/A
Hereinafter referred to as " <b>POLITICO Pro</b> ".	Hereinafter referred to as " <b>Client</b> ".

Hereinafter referred to jointly as the ‘**Parties**’ and individually as the ‘**Party**’,

This POLITICO Pro Agreement is governed by and incorporates the Order Confirmation Form (“**OCF**”) and the General Terms and Conditions (“**GTCs**”) which shall form an integral part thereof (hereinafter “**the Agreement**”) in effect as of the Effective Date (Section B of the OCF).

## ORDER CONFIRMATION FORM

### A. POLITICO Pro SUMMARY OF SERVICES

- Individual, customized access to POLITICO Pro’s minute-to-minute coverage from our policy reporting team and daily and/or weekly newsletters.
- Password access to the secure and encrypted POLITICO Pro platform which hosts Pro’s policy reporting archives, an interactive database, legislative calendar, DataPoint and monitoring and tracking functionalities.

## B. POLITICO Pro Service Terms

**Term:** The present Agreement enters into force on 02/10/2024 (" **Effective Date**") and continues until 01/10/2025 ("**Termination Date**") or until such time as this Agreement is terminated by either party if and to the extent permitted under the GTCs.

**POLITICO Pro Access:** Client will have access to the Premium Pro Package which includes EU/FR/DE legislature and for the policy reporting area(s) selected below for up to 3 users based in the Client's office. The access will only be granted for Authorized Users having a professional e-mail address ending with the following domain name : @aifa.gov.it

Pro Europe Policy Reporting Area(s):
Health Care Trade

**POLITICO Pro Rate:** Rates are based on number of users and policy reporting area(s) and legislature(s) indicated above and are subject to change with the addition of users and/or policy reporting areas and/or legislatures. Rates do not include applicable VAT. The preferred annual rate is valid until the 1st of October 2024.

Standard Annual Rate	Preferred Annual Rate
Year 1 € 6,655	Year 1 € 4,658

The rate to add users to the above-specified services and policy reporting areas throughout this Agreement term is € 1,552 per User.

**Service Limitations:** This Agreement does not permit forwarding of POLITICO Pro content nor, whenever applicable, POLITICO P-RAD content (i.e., newsletters, articles, email alerts, reports, analysis) externally or to non-users within the Client's organization. This Agreement expressly excludes auto-forwarding and manually forwarding POLITICO Pro and whenever applicable P-RAD content, and posting POLITICO Pro/P-RAD content on any website or intranet. Finally, users may not share their individual login and password with others.

**Access to the DataPoint Content:** Notwithstanding the above, Client is permitted to forward, re-purpose, and post on their website/intranet DataPoint content, including charts, graphics, and presentations produced by POLITICO Pro, with exclusion of any other content.

**Invoicing:** The Preferred Annual Rate for Year 1 will be invoiced in full upon execution of this Agreement.

☐ **VAT Exempt:** Check here if your organization is VAT exempt. Please provide a copy of your VAT exemption certificate with this signed agreement.

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**POLITICO Pro Gratis User:**

For no additional charge, Client will have access to the above specified policy reporting area(s) and legislature(s) for 1 additional user(s) for the term of the Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as set forth below.

For **CLIENT**

Signature:

By:

Title:

Date of signature:

## GENERAL TERMS AND CONDITIONS ("GTCs")

This Agreement is entered into as of the Effective Date shown in Section B of the OCF by and between the organization listed above as **Client** and **POLITICO Pro**".

### 1. SCOPE OF APPLICATION.

This Agreement (together with the OCF and the GTCs) constitute the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, whether written or oral. For the avoidance of any doubt, neither Client's general terms and conditions, purchase order terms and conditions, shrink-wrap licenses, click-through licenses, click-through agreements or other standard or pre-existing terms shall apply to the contractual relationship between Client and POLITICO Pro and these are expressly excluded even if those are provided to POLITICO Pro and POLITICO Pro does not reject them. The Client agrees and undertakes to communicate and submit to POLITICO Pro any Client's specific procedure (i.e. invoicing via the use of a platform) and compliance documentation (i.e. Code of conduct, etc) sufficiently in advance before the Effective Date so that POLITICO Pro has time to review and approve them. In the event the Client has not submitted these within the specified deadline, Client irrevocably waives the potential applicability of these. Any modification of the legal provisions (Sections 1, 2, 4.2.; 4.3.; 5 to 9 included) contained in these GTCs shall be deemed as null and void. Upon the Parties' mutual agreement only, the commercial provisions (Sections 3 and 4.1) may be amended, which shall be expressly reflected in the OCF.

### 2. SCOPE OF SERVICES

POLITICO Pro offers to its Clients a premium news service that deep dives into the intersection of policy and politics, offering the readers (the Client's identified authorized users) exclusive granular insight through real-time news and data intelligence in the form of daily newsletters, articles and alerts, and legislative data across the EU, France, Germany and the UK. The Client authorized users will also have access to POLITICO Pro which is a customizable policy intelligence platform for professionals on the front lines of policy (the "Pro Services"). When contracting the Pro Services, the Client shall provide POLITICO Pro with the first name, last name and professional email address of its employees that should have access to the Pro Services so that POLITICO Pro can activate the authorized users Pro accounts ("Authorized Users").

POLITICO Pro may also offer upon Client's demand a premium Pro analysis product, the Politico Research and Analysis Division ("P-RAD Services"), which, if contracted by Client, will be expressly reflected in the OCF.

This Agreement grants Client a limited to the Term, non-exclusive, revocable, non-transferable, non-assignable worldwide license for the Client and its Authorized Users to use the POLITICO Pro Services and, to the extent applicable, the POLITICO P-RAD Services as indicated in the OCF. This Agreement permits only the Client's Authorized Users to access and receive the Pro Services and, to the extent applicable, the P-RAD Services from POLITICO Pro. The foregoing license does not include the right for the Client nor the Authorized Users to grant sublicenses or to transfer, in whole or in part, any rights granted under this Agreement externally (i.e. persons or entities not part of this Agreement) or exceeding the number of Authorized Users determined in the OCF. Any reference to "Client" throughout this Agreement shall be understood as also referring to the Authorized User as the case may be. Client shall be responsible for each Authorized User's compliance with this Agreement.

POLITICO Pro reserves the right to adapt or change the licensed content (recurrency/volume, contents, design) at all times, without requiring Client's consent under any circumstances. POLITICO Pro shall take all reasonable measures to ensure that a similar level of content and quality thereof is guaranteed during the term of the Agreement. POLITICO Pro will give the Authorized Users a user ID and password. User ID and password credentials shall be strictly limited to the number of Authorized Users for which Client purchases access. Sharing or transferring the user ID and password is prohibited without written permission from POLITICO Pro.

The Pro Services and the P-RAD Services may also be jointly referred to as "**the Services**".

**3. PRICING AND INVOICING.** Client shall be invoiced annually, in advance, at the rate ("**Rate**") indicated in the OCF for the selected Service(s). The Client shall provide POLITICO Pro, at the latest 5 working days after the signature of the present Agreement, the pending invoicing details not included at the heading (such as VAT number, billing address and/or, if applicable, the Purchase Order (PO) number) necessary for issuing the invoice/s. For the avoidance of any doubt, a failure and/or delay by Client to provide such information may not be invoked by Client as a reason to delay or waive any of its payment obligations under this Agreement. Payment shall be due within thirty (30) days of the invoice date. Accounts not paid within thirty (30) days of the invoice date shall be considered delinquent, in which case POLITICO Pro reserves the right to suspend provision of the selected Service(s) without prior notice. Client agrees to bear all reasonable costs, including attorneys' fees, that POLITICO Pro incurs to collect payment due hereunder. POLITICO Pro reserves the right to amend pricing modalities, including the Rate effective upon the Termination Date, as well as the scope of its Services and content every year. Client will be informed in due time of any pricing changes ("**New Pricing**") and at least seventy-five (75) calendar days prior to the Termination Date mentioned in the OCF in accordance with article 4 hereunder. The Client will be given fifteen (15) calendar days after the reception of the first email communicating such New Pricing to approve and the Agreement will automatically renew as per article 4.1.

### 4. TERM AND TERMINATION.

4.1. This Agreement shall take effect as of the Effective Date and shall terminate on the Termination Date reflected in Section B of the OCF.

~~This Agreement shall automatically renew for consecutive one (1) year terms starting the day after the initial Termination Date, or any subsequent Termination dates, unless either party provides written notice to the other party of its intent to terminate this Agreement not less than sixty (60) days before the end of the then current term.~~

4.2. POLITICO Pro reserves the right, in its sole and absolute discretion, to suspend providing the Services at any time, without having to terminate this Agreement or the OCF, if Client is (i) more than thirty (30) days late with respect to any undisputed payments (article 3, late payment) due hereunder or (ii) is otherwise in violation of any of its contractual obligations, specifically including articles 2 (the sharing and/or transferring of User ID's), and 5 (infringement of POLITICO's intellectual property rights) of this Agreement, and for (iii) fails to remedy this breach within five (5) calendar days from the registered letter or e-mail. Upon such suspension, Client shall still be liable for all payments that accrue during the period of suspension.



POLITICO Pro will not be obligated to restore access to the Pro Services until Client has paid all fees owed to POLITICO Pro. Except as expressly provided herein, termination of this Agreement by either Party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such Party. Proposals for pricing amendments by POLITICO Pro, in accordance with article 3 above, shall under no circumstances constitute a ground for termination.

4.3. Upon any termination or expiration of this Agreement for any reason whatsoever: (i) POLITICO Pro shall no longer provide the applicable Services to Client, (ii) Client shall cease and cause its Authorized Users to cease on using the Services and (iii) Client shall still be liable for all payments due under the OCF without prejudice to any damages due; (iv) each Party shall promptly return or destroy all Confidential Information of the other Party in its possession.

## 5. INTELLECTUAL PROPERTY.

5.1. Client acknowledges that the POLITICO Pro content is subject to worldwide intellectual property rights owned by or licensed to POLITICO Pro or its licensors and that neither Users nor Client hereby obtains any intellectual property rights whatsoever in the same, among others, copyright, rights relating to databases, trademarks, patents, etc. Neither Client nor Users shall directly or indirectly reproduce, download, commercialize or otherwise distribute (in print, electronic, or intranet format) material appearing on [www.politico.eu](http://www.politico.eu) (hereafter the "Website"), received via email or provided by POLITICO Pro as part of the P-RAD Services, without prior written permission from POLITICO Pro.

5.2. Notwithstanding the above, in so far as Client has selected access to the 'DataPoint' content in Appendix A, Client is granted a non-transferable, revocable, non-exclusive and non-assignable worldwide license to use the DataPoint content in order to make reproductions, to modify (in part or in whole) and/or communicate the DataPoint content to the public, solely in its own name and for its own purposes. If the Client modifies the DataPoint content in any way (in part or in whole), the Client is expressly forbidden from attributing or crediting Politico Pro by use of its name and/or logo and from referring to Politico Pro in any other way in any of Client's use of the DataPoint content. The Client does not have the right to transfer or sublicense, in whole or in part, any of the DataPoint content to third parties without the explicit written consent from POLITICO Pro.

5.3. The Client remains the owner of all intellectual property rights on the content he uploads on the POLITICO Pro Platform (hereafter the "Uploaded content"). The Client acknowledges that he is solely responsible for the Uploaded content and the consequences of its distribution on the POLITICO Pro Platform. The Client declares and guarantees that he has all the necessary authorisations to reproduce this Uploaded content on the POLITICO Pro Platform. The Client therefore undertakes not to communicate or upload content on the POLITICO Pro Platform on which third parties may hold any rights whatsoever (including intellectual property rights and privacy rights), unless he has first obtained the explicit authorisation of these third parties. The Client also declares and guarantees that the Uploaded content is appropriate and does not contravene any applicable laws or regulations. At the end of this Agreement, the Uploaded content will automatically be deleted from the POLITICO Pro Platform.

## 6. PRIVACY.

6.1. Should personal data be exchanged under the present Agreement, the Parties acknowledge and agree that each party acts as a separate and independent data controller, and undertakes to comply with all applicable laws related to the protection of personal data, including but not limited, Regulation (EU) 216/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free

movement of such data (the "GDPR") and the Law of 30 July 2018 on the protection of individuals with regard to the processing of personal data (jointly referred to as "**Data Protection Legislation**"). Nothing in this Agreement is intended to construe either Party as the processor of the other Party or as joint controllers with one another with respect to Personal Data.

6.2. Each Party warrants, amongst its respective other obligations under the Data Protection Legislation, (the Disclosing Party) that if it provides personal data to the other Party (the Receiving Party), it shall ensure that it has provided all necessary information to, and obtained all necessary consents from, the data subjects of the personal data, in each case to enable the Disclosing Party to disclose the personal data to the Receiving Party and for the Receiving Party to use that Personal Data for the purposes required for the provision of the Services under this Agreement, in each case in accordance with Data Protection Legislation.

6.3. To ensure accurate electronic delivery of the Pro Services, product optimization and copyright compliance (to prevent unauthorized use) on the POLITICO Pro platform, POLITICO Pro may use tracking software, which may forward certain technical data and email usage information clicking on links provided in the POLITICO Pro Services email newsletters and when accessing the POLITICO Pro Platform (the "**Tracking Pixels**"). POLITICO Pro will not share this information with anyone outside POLITICO and any of its affiliates, nor will POLITICO Pro use it for any commercial purpose. The collected data may only be used at the individual Authorized User level for customer service purposes. For example, this technology helps to understand whether the Authorized User reads the POLITICO Pro e-mail communications and clicks on the links contained therein.

POLITICO Pro relies on that the processing for the purposes of accurate electronic delivery of the Pro Services and product optimization are necessary for the performance of a contract, Art. 6 (1) lit. b GDPR. For the purposes of being able to optimize the Pro Services POLITICO Pro does only use the data in an aggregated form. The respective processing for the purpose of copyright compliance is necessary to fulfil the legal obligation of POLITICO Pro to prevent copyright infringement, Art. 6 (1) c GDPR).

As far the use of Tracking Pixels leads to storing or accessing of information on the Authorized User's device for the aforementioned purposes, such access and storing is strictly necessary in order to provide the Pro newsletter explicitly requested by the Client/Authorized User.

More information about data collection practices is available at <http://www.politico.eu/privacy-policy/>.

7. **CONFIDENTIALITY.** "Confidential Information" means non-public information concerning the business and affairs of the Client, that is obtained or received during the performance of this Agreement, including any information or document that the Client may upload to the POLITICO Pro platform. POLITICO Pro will hold all Confidential Information of the Client in trust and confidence, and will not disclose it to any person, firm or enterprise or use for its own benefit. POLITICO Pro will treat all Confidential Information of the disclosing Party with the same degree of care that POLITICO Pro treats its own confidential or proprietary information, but in no event less than reasonable care.

8. **LIABILITY.** POLITICO Pro makes no warranties (express or implied) with respect to the Services, the licensed content (including the DataPoint content) or to POLITICO Pro's performance of its obligations hereunder, including without limitation, the implied warranties of merchantability, title and fitness for a particular purpose, or non-infringement. POLITICO Pro shall furthermore not be liable to Client for any indirect, consequential, incidental, special, or punitive damages. POLITICO Pro's liability arising from this

Agreement, whether in contract or tort, will under no circumstances exceed the aggregate amounts paid by Client to POLITICO Pro during the 12 month period immediately preceding the occurrence of the claim giving rise to the liability.

Under no circumstances shall POLITICO Pro be liable to Client by reason of termination or non-renewal of this Agreement for compensation, reimbursement or damages for loss of prospective compensation, goodwill or loss thereof or expenditures, investments, leases or any type of commitment made in connection with Client's business or in reliance on the existence of this Agreement.

**9. GENERAL.** Each Party may not assign its rights and obligations under this Agreement other than with the prior written consent of the other Party. Notwithstanding the foregoing, POLITICO Pro may, without Client's consent, assign if required under a corporate reorganization within its group, any of or all its rights, interests and obligations under this Agreement to parent company or to any direct or indirect wholly owned subsidiary of parent company, but no such assignment shall relieve POLITICO Pro of any of its obligations under this Agreement. This Agreement shall be binding upon the parties, their successors, administrators, heirs and permitted assigns.

None of the stipulations in this Agreement may be interpreted as constituting an association, franchise, employment, agency, partnership or mandate for any reason and for any purpose whatsoever.

No breach by Client of any provision of this Agreement shall be waived or discharged except with the express written consent of POLITICO Pro.

Should either party be unable to perform any obligation required of it under this Agreement, because of any cause beyond its control (including, but not limited to war, insurrection, riot, civil commotion, shortages, strike, lockout, fire, earthquake, calamity, windstorm, flood, material shortages, failure of any suppliers, freight, handlers, transportation vendors or like activities, or any other force majeure), then such party's performance of any such obligation shall be suspended for such period as the Party is unable to perform such obligation.

Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal, it shall be severed from this Agreement and the remaining terms shall remain in full force and effect.

~~This Agreement shall be governed by and construed under the laws of Belgium and the jurisdiction of the Belgian courts. All notices hereunder shall be sent, by certified mail, to POLITICO Pro at Rue de la Loi 62, 6<sup>th</sup> floor, 1040 Brussels, Belgium and to Client at the mailing address provided in this Agreement.~~

This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures (including PDF pre-printed signatures) appearing on this agreement shall have the same effect as manual signatures for the purposes of validity, enforceability and admissibility.