



## CONTRACT FOR THE PROVISION OF SERVICES TERMS AND CONDITIONS

TCDS MEDICAL S.A.S. Company legally constituted with headquarters in the city of Medellin - Colombia and NIT number: 901754513-0 and hereinafter referred to as THE PROVIDER, is the sole owner of the contents, files and copyrights on the services of provision of services marketed by it and therefore reserves the right to be the only outsourcing services company who determines the scope granted to allies or customers of the services provided. For such effects our service conditions are governed by the following clauses and these will be the only ones with validity at the moment of clarifying any difference or inconformity between THE SUPPLIER and THE USER whom we identify as follows:

Name or Company Name:

Tax ID:

Country of origin or commercial registration:

Physical address:

E-mail:

Both parties agree to maintain this contract for a minimum period of 3 months from the date reflected in the signature of this contract at the bottom of each page.

**FIRST - USE AND PROTECTION OF DATA:** The personal data that THE USER provides through this contract will be processed under the terms of Law 1581 of 2012 by THE SUPPLIER, who undertakes to implement all necessary measures to ensure proper treatment of personal data and to comply with the provisions in this area.

To exercise the rights of updating, rectification, cancellation and opposition of your personal data, you may contact us by email [contacto@tcdsales.com](mailto:contacto@tcdsales.com) establishing as subject the following statement: RIGHT OF HABEAS DATA or you may also send your request or claim to any of our physical addresses or telephone numbers at [www.tcdsales.com](http://www.tcdsales.com).

THE CUSTOMER accepts and gives consent for THE PROVIDER to store in its database personal or legal information and contact information of THE CUSTOMER. For this consent to be valid, any response sent by the CUSTOMER to the email sent by the SUPPLIER containing the request for permission to store such data will suffice. On the other hand, also the sending of this contract signed by THE CUSTOMER to any corporate email address of



THE PROVIDER with the extension @tcdsales.com will serve as proof that THE CUSTOMER accepts and gives its consent for THE PROVIDER to store this data.

**SECOND - THE PRODUCTS: THE SUPPLIER** will provide professional outsourcing services for the supply, administration, supervision, handling and management of commercial teams of any industry, visit and medical promotion, nationwide. Commercialization, market access, promotion, distribution, import and/or manufacture of pharmaceutical products, medical devices, microbiological products for environmental treatments and coadjuvants in the agricultural industry, telemedicine platforms and other goods and services in general.

The characteristics and scopes of the services and products are limited to those offered and described in our previously signed contracts, for the implementation of customized projects their scopes and characteristics will be described in a separate document whenever THE USER requests it. THE CLIENT accepts that he/she knows the scope of TCDS Medical Colombia SAS.

**THIRD - OBLIGATIONS OF THE CLIENT:** THE CLIENT shall provide TCDS Medical SAS with all the information and cooperation necessary to carry out the contracted services. Likewise, the Client undertakes to comply with the agreed payments within the stipulated deadlines.

**FOURTH – CONFIDENTIALITY:** Both parties agree to maintain the confidentiality of all information provided during the term of the contract and after its termination.

**FIFTH. - TERM:** This agreement shall become effective on the date of signature and shall continue in effect until both parties agree to its termination in writing.

**SIXTH - TERMINATION OF CONTRACT:** Either party may terminate this contract with a written notice of at least [30 DAYS] days prior to the proposed termination date.

**SEVENTH - GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the Republic of Colombia.

**EIGHTH - VALIDITY AND SOURCE OF FUNDS:** This contract shall enter into force and shall be applicable for the benefit of THE CUSTOMER provided that there is a payment issued by THE CUSTOMER accompanied by the corresponding supports in favor of THE SUPPLIER, by the official payment methods that THE SUPPLIER has for such purposes and provided that this contract is accompanied by a legible and true copy of the identity document or commercial registration issued by the country of origin of THE CUSTOMER.

THE CLIENT declares under oath that the information and documentation provided for the signing of this contract is true. Likewise, THE CLIENT guarantees that the funds used to pay for the products and services contracted with THE SUPPLIER come from legal sources and



declares that these resources do not come from any illicit activity contemplated in the Colombian Criminal Code or in any norm that modifies it.

**NINTH - LEGAL SCOPE:** These terms and conditions are governed by the laws and regulations in force in the Republic of Colombia and the legal entities represented in these terms and conditions shall be governed by the commercial code in force in said geographical area.

Each page of this document is signed by THE CLIENT as a sign of conformity with what is expressed herein.

**I ACCEPT THE TERMS AND CONDITIONS AS A LEGAL REPRESENTATIVE OF THE COMPANY (THE CLIENT) OR ON MY OWN BEHALF AS A NATURAL PERSON.**

(Name of Legal Representative): \_\_\_\_\_

(Date): \_\_\_\_/\_\_\_\_/\_\_\_\_

(Signature): \_\_\_\_\_