



# Bios Research

## Bios Research, LLC Subscription Agreement

Bios Research Services: Small/Mid Cap Independent Short/Long Subscription Research within Healthcare/Biotech Industries.

Subscription Rate	Quarterly Rate	Initial Term	Contract Total
\$ _____/Month	\$ _____/Billed Quarterly in Advance	_____ Months	\$ _____
			Set up Fee of <u>\$500.00 (WAIVED)</u>
Subscription Effective Date: _____			Initial Invoice Total \$ _____

### Company Contact Information

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Company: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### Billing/Invoice Contact Information (if different from Company Contact Information)

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Company: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_ P.O. # (if required) \_\_\_\_\_

### User Accounts (e-mail suffixes must match)

Name: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Name: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Name: \_\_\_\_\_ E-Mail: \_\_\_\_\_

### Signatures (sign page 3 as well)

Client Name: \_\_\_\_\_  
Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Bios Representative: \_\_\_\_\_  
Bios Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The following terms and conditions are hereby agreed to by Bios Research, LLC ("Bios") and \_\_\_\_\_ ("Client").

### **Bios Service**

Bios Research is a leading provider of investment research advisory services on under-followed Biotech and Healthcare equities traded on US markets. Bios Research will provide discretionary subscription based advisory services ("Service") to Client. Bios Research will provide email notification to Client of newly issued research reports. Additionally, Bios Research will provide periodic email updates to existing research reports, conviction status updates, and trailing Bios Research performance.

### **Service Terms and Conditions**

Bios Research's normal service hours are 8 AM to 6 PM CST. Bios Research shall enable Client's access to Bios Research content in no more than 5 business days from the date of this Agreement, contingent upon Bios Research's receipt of necessary final supporting documents, payments due, and approval from Client. Bios Research reports may only be distributed and viewed by paid employees of Client.

### **Ownership of the Service**

Client agrees that all right, title, and interest in and to the Service, including intellectual property rights, is and shall remain the exclusive property of Bios Research. Client acknowledges that the Service is proprietary to Bios Research and consists of information collected, selected and arranged by Bios Research by special methods and at considerable expense; that Service and all titles, formats and other descriptive headings therein, are the sole property of Bios Research, and that neither Client nor any of its employees shall sell or otherwise dispose of or transfer the Service to others at any time. Client agrees that it will not reproduce, distribute, disseminate, publish, and/or circulate information received through the Service except to principals, officers, and employees of the Client. Client will promptly act to prevent breach of this Agreement by any of its employees, including termination of the Services if required by Bios Research.

*Bios Research Alerts:* Bios Research assumes no liability surrounding the provision of the *Bios Research Alerts* service and acknowledges that it puts forth good faith efforts to limit the possibility of errors and inaccuracies in the Service.

### **Effective Date and Term of Agreement**

The effective date of this Agreement ("Effective Date") is \_\_\_\_\_. The term of this Agreement shall be for \_\_\_\_\_ months from the Effective Date and shall be subject to the following terms of renewal. Client may terminate agreement at the conclusion of the Subscription by providing written notice to Bios Research no less than 15 days before the completion of the term. If Client does not provide written notification of termination more than 15 days prior to the conclusion of the Term, this agreement will automatically renew for a new \_\_\_\_\_ month term. Client reserves the right at any time and at its sole discretion to terminate this Agreement with written notice. If Client terminates this Agreement pursuant to the terms above, Client shall be liable for all outstanding balances plus a charge equal to 100% ("Termination Charge") of the charges calculated in accordance with the remaining term of the subscription. Client must include payment for all outstanding balances and the Termination Charge with the notice of termination.

### **Effective Date and Term of Agreement (continued)**

Bios Research reserves the right at any time and at its sole discretion to terminate this Agreement with 15 days prior written notice, in which case fees payable hereunder shall be prorated for the period during which the Service was provided. Barring notification of cancellation by either party, this agreement will continue to renew on a \_\_\_\_\_ basis.

### **Billing Terms and Conditions**

Bios Research reserves the right at any time to establish specific billing terms for each client based upon Bios Research's assessment of a client's credit worthiness in Bios Research's sole discretion, including without limitation, requiring advance payment for services. In the event that any of Client's service charges remain unpaid for more than 90 days (from the stated invoice date), in addition to any other remedies, Bios Research reserves the right to (1) discontinue services under this Agreement, without notice to Client, or (2) alter the initial billing terms under this Agreement should Client wish to continue receiving services from Bios Research.

Immediately upon execution of this Agreement, Bios Research will invoice Client for applicable fees. Subsequent invoices will be billed quarterly in advance beginning on the Effective Date. All invoices are payable upon receipt. Should Client fail to make payment within 30 days of the stated invoice date, Client agrees to pay interest charges of 1.5% per month or part thereof (or the maximum interest rate allowed by law if less) or part thereof on the unpaid balance from the original due date.

### **Sales Tax**

Client agrees to pay any sales, value-added or other similar taxes imposed by applicable law, which Bios Research must pay based upon the products or services Client ordered. Fees listed in this Agreement are exclusive of sales, value-added or other similar taxes. Such taxes shall be charged at the appropriate rate by Bios Research in addition to its stated fees and shall be shown separately on the relevant invoice.

### **Bios Disclosure Policies**

Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering the contract. For the purposes of this provision, a contract is considered entered into when all the parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

**Other Terms and Conditions**

Bios Research shall not be liable under this Agreement for any consequential, incidental, or other indirect damages, or for loss of revenue or profits, even if Bios Research, as the case may be, has been apprised of the possibility of such damages. Bios Research's total liability for any and all causes of action relating to the provision or non-provision of services under this Agreement, including without limitation tort, contract, and breach of warranty, shall be limited to the then-current annual fee paid by Client except in the event of Bios Research's gross negligence or willful misconduct. Client's total liability for any and all causes of action relating to this Agreement, including without limitation tort, contract, and breach of warranty, shall be limited to the then-current annual fee paid by Client except in the event of Client's gross negligence or willful misconduct.

The services are provided "AS IS" without warranty of any kind. Client acknowledges that Bios Research, the information providers and their respective related parties, will not be held liable for any damages suffered or incurred by Client out of: (a) any faults, interruptions, or delays in Bios Research services or (b) any inaccuracies, errors, or omissions in the Bios Service, however such faults, interruptions, delays, inaccuracies, errors, or omissions, arise, unless due to gross negligence or willful misconduct of Bios Research. Bios Research does not represent, warrant, or guarantee the accuracy, completeness, or timeliness, of Bios Service or the information therein. In no event shall Bios Research or its information providers have any liability of any kind for damages relating to inaccuracy, incompleteness or lateness, even if notified of the possibility thereof.

This Agreement states the entire understanding of the parties and supersedes any prior representations or negotiations, and may be modified only by a signed writing by the parties. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. The parties hereby consent to the jurisdiction of the courts of the State of Texas for the purpose of any action or proceeding brought by either of them in connection with this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, but the rights and obligations hereunder shall not, except as otherwise expressly provided herein, be assignable, transferable or delegable without the written consent of the other party hereto and any attempted assignment, transfer or delegation thereof without such consent shall be void.

This Agreement and any and all addenda, schedules, or exhibits attached hereto represent the entire Agreement of the parties regarding the subject matter hereof. There are no other oral or written collateral representations, agreements, or understandings regarding the subject matter thereof.

Agreed Upon By: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Bios Research, LLC**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_