# Terms of Service

Last updated: May 2025

#### 1. Introduction

Welcome to Naprico Inc. ("Company", "we", "our", "us"). These Terms of Service ("Terms", "Terms of Service") govern your access to and use of our website, services, and any related content provided by Naprico Inc., a venture development company based in Canada. By using our services, you agree to these Terms and our Privacy Policy. If you do not agree, please do not use our services.

# 2. Description of Services

Naprico Inc. offers consulting, mentoring, and advisory services to life sciences ventures, academic institutions, and corporate partners. These services may include strategic planning, commercialization guidance, business development support, IP strategy, and other forms of venture consulting. All services are provided on a project-specific basis as outlined in separate agreements or statements of work between Naprico Inc. and the client.

# 3. User Responsibilities

You agree to use our services only for lawful purposes and in accordance with these Terms. You agree not to use our services: (a) in any way that violates any applicable federal, provincial, or local law; (b) to exploit or harm minors; (c) to transmit advertising or promotional material without our prior written consent.

## 4. Confidentiality

Naprico Inc. agrees to maintain the confidentiality of all client information shared in the context of our consulting engagements. All parties shall take reasonable measures to protect proprietary and sensitive information shared during the course of service delivery.

### 5. Intellectual Property

All intellectual property created by Naprico Inc. in the course of providing services shall remain the property of Naprico Inc., unless otherwise agreed in writing. Clients retain ownership of any pre-existing IP shared with Naprico in the context of a project.

# 6. Limitation of Liability

To the fullest extent permitted by law, Naprico Inc. shall not be liable for any indirect, incidental, special, or consequential damages resulting from the use of our services. In no event shall our total liability exceed the amount paid by you for the services provided.

### 7. Termination

We may terminate or suspend your access to our services at our sole discretion, without prior notice or liability, for any reason, including if you breach these Terms.

## 8. Governing Law

These Terms shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its conflict of law provisions.

# 9. Changes to These Terms

We reserve the right to update or modify these Terms at any time. Any changes will be posted on this page with an updated effective date. Continued use of the services after such changes constitutes your acceptance of the new Terms.

#### 10. Contact Us

If you have any questions about these Terms, please contact us at info@naprico.com