

Standard Terms and Conditions for discovery, development and manufacturing services

These standard terms and conditions (*Terms and Conditions*) shall govern the provision of Services provided by **Aptuit (Oxford) Limited**, an Evotec company, 111 Innovation Drive, Milton Park, Abingdon, Oxfordshire OX14 4RZ, United Kingdom (*Aptuit*) to its Clients.

1. Definitions

1.1 Additional Costs means any additional costs and fees as set forth and agreed between the Parties in the Work Order.

1.2 Affiliate means, with respect to any person or entity, any other person or entity, which directly or indirectly controls, is controlled by, or is under common control with, such person or entity.

1.3 Agreement means these Terms and Conditions together with (a) the Work Order, (b) the Change Order(s) to such Work Order, if applicable, and (c) if applicable, any Quality Technical Agreement.

1.1 Applicable Law means for each Party any then-current law, statute, rule, regulation or guideline issued by a regulatory authority, or any judicial, governmental, or administrative order, judgment, decree or ruling, in each case as amended from time to time and as applicable to the subject matter and the Parties at issue, in the case of Aptuit, the performance of the Services at the relevant site(s), including GCP, GLP and cGMP (if applicable).

1.2 Batch means a specific quantity of Product that is intended to be of uniform character and quality, within specified limits, and is produced during the same cycle of Manufacture as defined by the applicable Work Order.

1.3 cGMP means current good Manufacturing practices and regulations applicable to the Manufacture of Product that are promulgated by any relevant regulatory authority.

1.4 Client means the party ordering the Services.

1.5 Client Materials means all compounds, materials, or other substances meeting relevant specifications controlled by the Client and provided to Aptuit to perform the Services.

1.6 Client Project IP means any IP in the Deliverables conceived, discovered, invented or made by Aptuit during the course of Aptuit's performance of the Services, expressly excluding in all cases Aptuit Background IP and Aptuit IP. For the avoidance of doubt, where Aptuit re-synthesizes compounds for the Client as a Deliverable pursuant to a Work Order from Aptuit's libraries or acquires such compounds from third party suppliers, the IP in the composition of matter of such compounds shall not be deemed Client Project IP.

1.7 Confidential Information means all information, including know-how and the subject matter of any unpublished invention, or any material in tangible form that is disclosed or made available under this Agreement by or on behalf of a Party (*Disclosing Party*) and/or its Affiliates to the other Party (*Receiving Party*) and or its Affiliates and that is marked as "Confidential" at the time it is disclosed or delivered to the Receiving Party (or, if disclosed orally, is identified as confidential when disclosed) or would be readily recognized by a reasonable person to be confidential or proprietary to the Disclosing Party whether or not it was marked or identified as confidential or proprietary.

1.8 Deliverables means such (in)angible results that are identified to be delivered by Aptuit to Client as stipulated in the applicable Work Order, including, without limitation, any amount of Product delivered to Client hereunder.

1.9 FTE means the equivalent of a full-time scientist of Aptuit based on the hours per year as set forth by Aptuit in the Work Order, carried out by one or, as the case may be, more scientists of Aptuit, each of whom may devote a portion of his or her time to the Work Order.

1.10 Good Clinical practice or *GCP* means the ethical and scientific quality standards for designing, conducting, recording,

and reporting trials that involve the participation of human subjects as are required by Applicable Law in the relevant jurisdiction.

1.11 Good Distribution Practice or *GDP* means the minimum standards that a distributor must meet to ensure that the quality and integrity of medicines is maintained throughout the supply chain.

1.12 Good Laboratory Practice or *GLP* means a set of principles intended to assure the quality and integrity of non-clinical laboratory safety studies required by the Applicable Law in the relevant jurisdiction for the purpose of registering or licensing pharmaceuticals.

1.13 Human Biological Samples or *HBS* mean any human biological material, including but not limited to human bodily parts and organs in whole or sub-samples, any tissue, skin, bone, connective tissue, blood, cerebrospinal fluid, cells, gametes or sub-cellular structures, such as DNA, or any derivative or product of such human biological materials, such as stem cells, cell lines, bodily fluids or blood derivatives.

1.14 Importer of Record means an entity or individual officially responsible (i) for making sure a shipment of goods complies with all the legal requirements and regulations of the destination country, (ii) for filing legally required documents and (iii) for paying duties, tariffs, and other fees related to the imported shipment.

1.15 Informed Consent means an informed consent form that was approved by an independent ethics committee or institutional review board and was signed by the donor of the Human Biological Samples, their next of kin, legal representative, or impartial witness if applicable, authorizing the use of the Human Biological Samples.

1.16 Intellectual Property or *IP* means (a) copyrights, patents, database rights, trademarks, designs, know-how, trade secrets, Inventions, and Confidential Information (whether registered or unregistered), (b) applications for registration, and the right to apply for registration, for any of these rights, including renewals, continuations, continuation in part, reissues, and extensions, and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

1.17 Invention means any invention, discovery, composition, enhancement, technology, data or information (whether or not patentable).

1.18 Manufacture and *Manufacturing* mean any steps, processes and activities necessary to produce Product, including the Manufacturing, processing, packaging, labelling, quality control testing, stability testing, release, storage or supply of Product.

1.19 Party or *Parties* means Client and Aptuit individually or collectively, depending on whether used in the singular or plural.

1.20 Product means any active pharmaceutical ingredient (API)/drug substance or drug product comprised of API/drug substance as specified in the Work Order, including, if applicable, bulk packaging and/or labelling.

1.21 Quality Technical Agreement means a documented GMP agreement or quality agreement between the Parties that defines the quality roles and responsibilities between Client and Aptuit and standard criteria to be applied to the performance of the Services.

1.22 Quotation means Aptuit's written (including by email) quotation for Services sent by Aptuit to the Client.

1.23 Services means such discovery, research, preclinical, development, Manufacturing and other related services as set forth in the Work Order.

1.24 Specifications means the specifications, technical data, formulae, list of tests, references to analytical procedures and appropriate acceptance criteria of the Product to be Manufactured, agreed upon in writing between the Parties and set forth in the respective Work Order.

1.25 Taxes means sales, use, gross receipts, excise, compensating, withholding or other taxes (including value added tax), licenses, duties, customs, charges or fees (excluding Aptuit's net income and franchise taxes).

1.26 Work Order means a document containing the description of the Services to be performed by Aptuit, including the Quotation as

applicable, and duly signed by both Parties' authorized representatives.

2. Conclusion of an Agreement

2.1 A binding Agreement between Aptuit and the Client for the provision of the Services shall only arise as and when the Work Order has been issued. No other conditions shall apply to the Agreement, including, without limitation, the Client's own terms and conditions.

2.2 These Terms and Conditions will take precedence over any conflicting terms and conditions set forth in the Work Order or a Change Order thereto as the case may be, to which they are attached or any other document, save that a Quality Technical Agreement, shall take precedence in relation to quality issues. For the avoidance of doubt, no printed standard terms that may appear on any document provided by Client to Aptuit shall have any effect unless expressly agreed in writing by authorized representatives of both Parties.

2.3 If required by Applicable Law, the Parties will agree on a Quality Technical Agreement.

3. Performance of Services by Aptuit

3.1 Aptuit will, using commercially reasonable efforts, provide the Services (a) with reasonable skill and care, (b) in accordance with current scientific and technical standards, (c) in compliance with all Applicable Law to the conduct of the Services, (d) pursuant to its standard operating procedures, and (e) if defined in any Work Order, in accordance with applicable cGMP standards.

3.2 Client acknowledges and agrees that (a) the Services are experimental in nature and subject to risk factors and events beyond Aptuit's reasonable control, (b) Deliverables are target objectives and that a successful development and/or Manufacturing of the Deliverables cannot be guaranteed, and (c) the work to be conducted hereunder cannot be put into a binding time schedule or quantity requirement. Any time schedule or quantity requirement within a Work Order shall not be binding and any failure to meet the defined Deliverables shall not be deemed a breach by Aptuit of its obligations. In the event of such failure, Aptuit shall have no liability for the API or any other Client Materials used in the development and/or Manufacturing of the Deliverables nor for the replacement cost of the same.

3.3 Aptuit is entitled to subcontract any Services to (a) any Affiliate of Aptuit or (b) upon Client's approval, not to be unreasonably withheld, any third party, provided that Aptuit shall remain responsible under this Agreement for the acts or omissions of any subcontractor engaged by Aptuit.

4. Manufacturing and Scheduling. If applicable, Aptuit will Manufacture Product(s) to meet the Specifications, provided that the Product has previously been successfully Manufactured at suitable scale to Specification by Aptuit after appropriate development and validation of the process and a pre agreed number of Batches using the Manufacturing process as set forth in the Work Order.

5. Changes

5.1 Any material change to a Work Order, including without limitations to the Manufacturing process, the Specifications and/or changes to the scope of Services and/or to the assumptions or requirements that arise during the performance of the Services shall be agreed in writing between the Parties (**Change Order**). In an emergency, Aptuit shall be entitled to deviate from the Work Order without Client's consent provided that in such case, Aptuit shall use commercially reasonable efforts to notify Client prior to such deviation and obtain Client's verbal approval, which shall subsequently be confirmed by Client in writing.

5.2 If any regulatory authority instruction requires a change to the Work Order, the Parties shall work together in good faith to agree on a revised Work Order. If the Parties cannot come to an agreement on a new Work Order within ninety (90) days of the effective date of a suggestion or mandate by the regulatory authority

according to this Section 5.2, either Party shall have the right to terminate the affected Work Order. During such period, Aptuit may postpone any delivery dates accordingly.

6. Retention of records. Aptuit may retain any materials, records or data that Aptuit determines may be needed to satisfy any regulatory requirements and Applicable Law.

7. Shipment

7.1 Outbound shipments of Deliverables. All shipments hereunder will be made DAP to the agreed destination (as such term is defined by Incoterms® 2020). Aptuit will select the carrier and ship freight prepaid, with the costs of freight and export passed through to Client. Aptuit is responsible for the correct processing of the export formalities and procedure and acts as the exporter. All costs will be charged as Additional Costs as specified in the Work Order. If applicable, GMP material will be shipped using a GDP-qualified carrier, (particularly using the qualified logistic service provider under controlled conditions) as further detailed in the Quality Technical Agreement.

7.2 Inbound shipments of Client Materials (from Client or third-party to Aptuit). Client shall organize shipment according to DDP (as such term is defined by Incoterms® 2020), unless Client is unable to act as Importer of Record or Client has no presence in the country of destination and is not able to customs clear the goods and cannot reclaim VAT/import tax in destination country. In such case it shall be DAP (Incoterms® 2020), provided that Client has enabled Aptuit to provide the correct customs clearance and declaration. For clarity Client will provide Aptuit, prior to shipment, all relevant information on actual value, classification, custom tariff numbers and country of origin (incl. proof of preferential origin if applicable) of the Client Material. All costs related to the importation are passed through to Client. If Aptuit bears any Taxes that cannot be reclaimed, including without limitation for stored compounds, replenishments, etc.), Client shall also reimburse such Taxes to Aptuit.

8. Testing and Acceptance Process

8.1 Aptuit will Manufacture the Product in accordance with the Manufacturing process approved by Client, and in accordance with cGMP (if applicable). Aptuit will sample and test each Batch against the Specifications. If a Batch conforms to the Specifications and was Manufactured according to cGMP (if applicable) and the Manufacturing process, Aptuit will issue a certificate of compliance and provide it to Client (electronically), together with a certificate of analysis, the Specifications, and a copy of the Batch records for each Batch.

8.2 During the period commencing on Client's (or its designated recipient's) receipt of each delivered Batch and until the later of (a) the date thirty (30) days following the date of Client's (or its designated recipient's) receipt of such Batch, or (b) the date fifteen (15) days following Client's receipt of the applicable released executed Batch records and related documentation, Client shall have the right to test such Batch to determine whether such Batch conforms to cGMP (if applicable), the Specifications, and the Manufacturing process (collectively the **Product Requirements**).

8.3 In case of any disagreement between the Parties as to whether a Batch conforms to the Product Requirements, the Parties will attempt in good faith to resolve any such disagreement. If the Parties cannot resolve the disagreement within thirty (30) days, a representative sample of such Batch and/or relevant documentation will be submitted to a mutually agreed independent testing laboratory or an independent cGMP consultant of recognized standing in the industry, for final and binding determination (absent manifest error) of whether such Batch conforms with such Product Requirements. The fees and expenses of the laboratory and/or independent cGMP consultant shall be paid by the Party against whom the determination is made.

8.4 If Aptuit agrees with Client's conclusion that a certain Batch does not conform to the Product Requirements, or pursuant to

Section 8.3 the laboratory or independent cGMP consultant determines with admissible evidence that the Batch does not conform to the Product Requirements due to negligence, breach of the Agreement or wilful misconduct by Aptuit, then (a) Client shall not have accepted such non-conforming Batch; (b) if applicable, Aptuit shall bear the costs associated with retaining the laboratory and pay all of Client's costs and expenses reasonably and actually incurred as a result of or in connection with enabling or assisting such laboratory or independent cGMP consultant in making such determination; and (c) Aptuit will, at Client's sole option (i) refund the fees and expenses paid by Client for such non-conforming Batch; or (ii) Manufacture a new Batch as soon as reasonably possible; or (iii) at Aptuit's cost and expense, rework or reprocess the Product, so that the Batch can be deemed to have been Manufactured in compliance with the Product Requirements.

8.5 Client shall be responsible for the disposal and/or destruction of any non-conforming Product.

9. Audits. Aptuit will permit Client or its representatives (unless such representatives are competitors of Aptuit) to audit the Aptuit facilities where the Services are performed upon reasonable advance written notice of at least sixty (60) business days and during regular business hours, subject to Aptuit's available audit slots, once every two (2) calendar years and for a maximum of two (2) days and with no more than two (2) auditors at no cost. Client will reimburse Aptuit for its time and expenses associated with any additional audit during such two-year period, unless such audit is for cause. Should the audit be performed remotely, the Parties agree that (a) before the start of the audit the Parties will agree on a secure method for the sharing of information and data, (b) the identity of Client's staff remotely present during such audit will be communicated in advance, and (c) no recording (audio, video or screenshot) will be allowed during the audit. In case of audits or investigations performed by the tax, social security or other governmental bodies or authorities at the level of Client, Client will inform Aptuit timely on any issues or findings potentially having a financial or compliance-related impact on Aptuit.

10. Fees and Payment

10.1 All fees and payments in connection with Services rendered by Aptuit under this Agreement represent net amounts and do not include any Taxes. Client shall pay to Aptuit the applicable fees and expenses, including without limitation any cancellation fee for cancelled or postponed Services and Additional Costs on a FTE or non-FTE basis, as well as any Taxes in respect of fees for Services. All invoices and all payments shall be made in EUR, USD or GBP as the case may be and as set forth in the applicable Work Order.

10.2 In case local tax or customs authorities challenge the Taxes treatment in connection with Services rendered by Aptuit to Client (e.g. as tax authorities assess in a legally binding way that Client does not qualify as a taxable person) or in connection with the import of Client Materials with Aptuit acting as Importer of Record (in accordance with Section 7.2), any Taxes due shall be charged by Aptuit to Client in addition to the fees and payments agreed, unless Client is liable for the Taxes by law, e.g. if reverse charge mechanism or similar regulation applies. The Parties agree that the statute of limitations period for claims for payment of Taxes shall not commence before the tax or customs authorities have assessed a Tax claim against Aptuit.

10.3 Other costs which could not have reasonably been expected, as well as additional efforts or work and changes in Aptuit's responsibilities and obligations hereunder, are not included and shall be remunerated separately.

10.4 Payments are due and payable within thirty (30) days net from the date of the invoice and shall be made by electronic bank transfer to the account noted on the invoice.

10.5 If any portion of an invoice is disputed in good faith by Client, Client shall pay the undisputed amounts, and the Parties will use good faith efforts to reconcile the disputed amount.

10.6 For any undisputed amounts not received by Aptuit when due, Aptuit is entitled to charge interest on the overdue sum at a rate of one percent (1%) per month or the maximum rate allowed by Applicable Law, whichever is lower.

10.7 If Client fails to pay any undisputed invoice when due, in addition to its other rights under the Agreement, Aptuit may cease all activities hereunder and withhold all data, information, reports and material of any kind (including Client Materials and Deliverables) until all outstanding and undisputed invoices have been paid in full.

10.8 All sums payable under this Agreement shall be paid in full without any deductions (including, but not limited to, deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except insofar as Client is required by law to deduct withholding tax from sums payable to Aptuit. If Client is required by law to deduct withholding tax, then upon execution of any Work Order Client will promptly provide written notice of such requirement to Aptuit and will retain such withholding tax and pay it to the proper tax authority on account of Aptuit. Official receipts of payment of any retained local withholding tax shall be secured and sent by Client to Aptuit as evidence of such payment on Aptuit's request. Client and Aptuit shall co-operate in all respects and take all reasonable steps necessary to (a) lawfully avoid the making of any such deduction or (b) to enable Aptuit to obtain a tax credit in respect of the amount withheld. Any effect by currency conversion of the payment of withholding tax by Client to the proper tax authority is benefit or burden of Client and does not increase or reduce the remuneration to be paid to Aptuit under this Agreement.

Aptuit has the right to revise the amount agreed under the Work Order in case of an increase of costs and expenses related to the Services (the *Inflation Adjustment*). In such case, Aptuit has the right to adjust the amounts mentioned in the Work Order on an annual basis, as of each March 1, starting at least six (6) months later the effective date of the Work Order. In case of Inflation Adjustment, Aptuit will notify Client the adjusted amount. The Inflation Adjustment will be made on the basis of the consumer price index as published in <https://www.ons.gov.uk/economy/inflationandpriceindices/bulletins/consumerpriceinflation/latest#consumer-price-inflation-rates> or any official publication substituted for it. The revised amount will be calculated as current price multiplied (1+12 months inflation rate in %).

11. Obligations of Client and Client Material

11.1 Client shall (a) comply with Applicable Law; and (b) provide Aptuit with all necessary and reasonable support and information relating to the performance of the Services, including, as specified in the applicable Work Order, with Client Materials and necessary data regarding the identity, strength, value, purity, stability and composition or other characteristics of the Client Materials, and proper storage and safe handling requirements. Client shall define the value of its Client Materials held at Aptuit's premises in the Work Order. Client Materials shall remain the exclusive property of Client.

11.2 Client hereby represents that (a) it has the right to transfer, or have transferred, the Client Materials to Aptuit for the purposes of performing the Services and (b) Client Materials will be provided in compliance with all Applicable Law, and in case of personal data in an anonymized format. To the extent that Aptuit collects, processes or uses personal data on behalf of the Client when rendering the Services or performing its obligations under this Agreement ("Processing" as defined in Article 4 (2) EU General Data Protection Regulation (*GDPR*)), according to Article 28 of the GDPR or any other applicable data protection law, the Parties shall enter into an additional contractual agreement which is required by such applicable data protection law.

11.3 With regard to Client Material that contains and/or consists of Human Biological Samples, Client represents and warrants to

Aptuit and its Affiliates that: (i) it is authorized to transfer such Client Material without any additional consideration to the donor, the donor's heirs and legal representatives, or the collecting organization to Aptuit and its Affiliates (as the case may be); (ii) the Client Material and the Human Biological Samples from which the Client Material was derived (as the case may be) were acquired, collected, obtained, and/or produced by Client or third parties that supplied the Client Material to Client in full compliance with all Applicable Laws and ethical standards, including without limitation (A) the International Conference on Harmonization Guidelines for Good Clinical Practice (GCP); and (B) any applicable requirements for the Informed Consent of the donor of such Human Biological Samples. In the event of a withdrawal of, or a material variation to the Informed Consent (including any material changes that may affect the activities), Client shall promptly notify Aptuit and any other relevant parties of such changes or withdrawal. For the avoidance of doubt, Aptuit shall not be responsible or liable for any delay resulting from such events. The foregoing shall apply to data associated to Human Biological Samples accordingly.

11.4 If the procurement of Human Biological Samples by Aptuit on behalf of the Client is agreed upon in the Work Order, the Client acknowledges and accepts that (i) the use of the HBS will be subject to restrictions based on the terms of the Informed Consent and/or ethical committee approvals applicable to the source of the HBS, and (ii) ownership of the HBS will not automatically transfer to the Client since depending on the source and procurement conditions the HBS may originate from sources where ownership remains with the source and Aptuit secures only the right to use the HBS at its site for the agreed project scope; or the HBS may be owned by Aptuit, with ownership remaining non-transferable due to restrictions set forth in the applicable Informed Consent or ethical committee conditions.

11.5 Aptuit shall use Client Materials solely for the purpose of carrying out its obligations under the Agreement. In no event shall Aptuit be liable for any loss or damage to Client Materials. Unless otherwise agreed in the Work Order or unless otherwise required under separate agreements between Aptuit and a third party supplying Client Materials on behalf of Client, Aptuit shall retain all unused Client Materials for a period of three (3) months (**Retention Period**) following (i) termination of the Work Order, or (ii) suspension of Services by Client for a continuous period of three (3) months. After the Retention Period, and absent written instructions from Client, Aptuit may, in its sole discretion, return, appropriately discard, or destroy any or all of unused Client Materials. Any reasonable costs associated hereto shall be borne by the Client. In case Client Materials are provided to Aptuit on behalf of Client by a third party under a separate agreement between such third party and Aptuit, the terms of that agreement may require the return of such Client Materials to the third party. In such cases, the terms of the third party agreement shall prevail over this Section 11.5 with respect to Aptuit's obligation to return, discard or destroy the unused Client Materials.

11.6 Client's use and disposal of any Deliverables or any other information or material disclosed, delivered or provided by Aptuit to Client shall be in compliance with all Applicable Law.

11.7 Aptuit will not be liable to Client nor be deemed to have breached the Agreement for errors, delays or other consequences arising from Client's failure to provide the Client Materials, any necessary documents or information as agreed and/or in a timely manner, nor will Aptuit be liable to Client if Client fails to otherwise reasonably cooperate in order to enable Aptuit to perform its obligations. Any such failure by Client will automatically extend any timelines affected by a time period that reasonably takes into account such failure in providing Client Materials, documents, information or cooperation.

11.8 If Client delays or suspends a project under the Work Order, Client will be responsible for all reasonable costs and expenses that Aptuit is not able to mitigate.

12. Intellectual Property

12.1 Nothing in the Agreement shall affect the ownership of either Party's IP conceived, first reduced to practice or rightfully acquired by a Party prior to the effective date of this Agreement or outside of the Services hereunder (**Background IP**) or imply any license to a Party's Background IP unless granted expressly. Client hereby grants to Aptuit and its Affiliates a royalty-free, non-exclusive license to use any of its Background IP for the performance of Services under the Agreement and sublicenseable to subcontractors for the purpose of performing the Services under this Agreement in accordance with Section 3.3. Client shall promptly inform Aptuit in writing about any restriction to its Background IP relevant to Aptuit's performance of the Services.

12.2 Subject to Section 12.3, as between Aptuit and Client, all right, title and interest in and to all Client Project IP, to the extent held by Aptuit, shall be owned by Client. To the extent any rights in the Client Project IP cannot be assigned to Client by Aptuit based on Applicable Law, Aptuit shall grant to Client a free-of-charge, perpetual, irrevocable, worldwide, royalty-free, exclusive, transferable license with the right to sublicense through multiple tiers to practice such non-assignable rights that Aptuit has in any manner for any purpose.

12.3 All right, title and interest in any IP conceived, discovered, invented or made during the Services which (a) constitutes an improvement or enhancement to Aptuit's or its Affiliates' Background IP, including but not limited to, assay technology, the Aptuit libraries, software, algorithms, databases, screening technology, structural biology technology, and chemical technology, irrespective of whose Party's employees or contractors have made or contributed to such improvement or enhancement, or (b) relates to generally applicable technology, methodology or processes developed by Aptuit or its Affiliates within the performance of the Services (**Aptuit IP**) shall be owned by Aptuit. Client hereby sells, assigns and transfers to Aptuit all of Client's right, title and interest in and to the Aptuit IP. Aptuit will not in any way seek to rely on any Aptuit IP which it may have to prevent Client from exercising any right or using the Deliverables owned by the Client under this Section 12. Client hereby expressly agrees that Aptuit and its Affiliates may use data generated during the Services in a blinded format for Aptuit's and its Affiliates' technology development.

12.4 Each Party shall cause all employees and other persons acting on its behalf in performing its obligations under the Agreement to be obligated under a binding written agreement, or otherwise according to law, to assign to it, or as it shall direct, all Inventions made or conceived by such employees or other persons.

12.5 Each Party shall have the right to control the preparation, filing, prosecution, maintenance and enforcement of all patent applications and patents relating to any Inventions owned by such Party pursuant to Sections 12.2 and 12.3 above.

12.6 Except as provided in the Agreement, no express or implied licenses or other rights are provided by either Party to the other under any proprietary rights of a Party.

12.7 Nothing contained in the Agreement shall restrict, hinder or prohibit the right of either Party to use any know-how, data or information of the other Party which is freely available and in the public domain.

13. Confidentiality

13.1 The Receiving Party shall (i) protect Confidential Information from unauthorized use or disclosure and (ii) use it solely for the purposes of administering its obligations under the Agreement.

13.2 Neither Party shall, without the other Party's prior written consent, use the Confidential Information of the other Party or disclose such information except (i) to provide to officers, directors, employees, agents and consultants of the Receiving Party or its Affiliates (**Representatives**) who require such information to perform such Party's obligations under the Agreement, or (ii) as

required to be disclosed by law, or court or administrative order; provided that the Receiving Party gives prompt written notice thereof to the Disclosing Party. The Receiving Party shall be liable for any breach of the obligations of this Section 13 by any of its Representatives.

13.3 The above confidentiality obligations shall not apply to information which, as can be established by the Receiving Party, (a) was communicated to the Receiving Party from a third party entitled to make such a disclosure; or (b) was already in the public domain or subsequently entered the public domain through no fault of the Receiving Party; or (c) was already known by the Receiving Party or developed independently by the Receiving Party without reference to or reliance upon information provided by the Disclosing Party; or (d) is to be disclosed pursuant to any legal, regulatory or stock exchange requirement (but only to the extent such information needs to be disclosed).

13.4 The above confidentiality obligations shall survive any expiration or termination of the Agreement and shall continue for a period of five (5) years from the date of expiration or termination of the Agreement. To the extent that any of the Confidential Information disclosed hereunder is a trade secret, the obligations set forth herein will survive the termination of the Agreement for so long as the information disclosed qualifies as a trade secret under the requirements of the Applicable Law.

13.5 In the event Aptuit or Client wishes to publish a press release relating to the Agreement or Client wishes to cite Aptuit as a services provider to potential collaborators or investors, either Party will contact the other Party to discuss the possibility of a release or citing, and such other Party will give reasonable consideration to the request. In any event, both Parties agree not to issue any press releases without prior written approval from the other Party.

14. Insurance. Each Party shall maintain policies of insurance in the amounts and of the types reasonably appropriate for the conduct of their respective businesses. Client represents that it has subscribed, and will maintain insurance policies in an amount reasonably adequate to cover the financial consequences it may incur in the event of material loss or damage to Client Materials while held at the Aptuit facility.

15. Representations and Warranties

15.1 Each Party hereby represents and warrants to the other Party that (a) it is an entity validly organized and existing and in good standing under the laws of the jurisdiction in which it is organized and has full right and authority to enter into this Agreement; (b) it has taken all necessary action on its part to authorize the execution and delivery of this Agreement; and (c) this Agreement constitutes a legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

15.2 Client hereby represents and warrants to Aptuit that (a) it will not request or require Aptuit to perform any assignment or tasks in a manner that would violate any Applicable Law or to handle any substances or materials that do not carry specific safe handling instructions; (b) to its best knowledge, Client is not aware of any third party's IP or other rights that may be infringed by the Services provided by Aptuit or the use of Client Materials under this Agreement.

15.3 Except as set forth herein, all warranties implied by law (whether by statute, common law, trade usage, custom or otherwise) are hereby excluded for Aptuit to the maximum extent permitted by law.

16. Limitation of Liability

16.1 NOTWITHSTANDING ANY PROVISION IN THE AGREEMENT OTHER THAN SECTION 16.3 BELOW, APTUIT'S AGGREGATE LIABILITY UNDER OR IN RELATION TO THE AGREEMENT TO CLIENT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CLIENT TO APTUIT FOR THE SERVICES PERFORMED UNDER THE WORK ORDER.

NOTWITHSTANDING THE FOREGOING, APTUIT SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT FOR LOSS OF OR DAMAGE TO API OR OTHER MATERIALS PROVIDED BY CLIENT WHILE HELD AT APTUIT'S FACILITY.

16.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT OR INCIDENTAL DAMAGES, INCLUDING ANY LOST PROFITS OR ANY LOST REVENUES RELATING TO THE PERFORMANCE OF THIS AGREEMENT WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE.

16.3 NOTHING CONTAINED HEREIN IS INTENDED TO EXCLUDE OR LIMIT ANY LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE; OR, (B) FRAUD; OR, (C) LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY LAW.

16.4 THIS SECTION 16 DEFINES THE ENTIRE LIABILITY OF THE PARTIES IN RELATION TO THIS AGREEMENT.

16.5 EXCEPT AS EXPRESSLY SET FORTH WITHIN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, APTUIT MAKES NO EXPRESS OR IMPLIED WARRANTIES RELATING TO THE SERVICES OR THE DELIVERABLES OR CLIENT PROJECT IP, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

17. Indemnification

17.1 Aptuit will indemnify and hold harmless Client from and against any liability, loss, damage, action, claim or expense (including reasonable attorney's fees) actually incurred (collectively, *Losses*) and arising from any third party claim relating to (a) Aptuit's breach of any of its representations or warranties set forth herein, or (b) Aptuit's gross negligence or wilful misconduct in the performance of its obligations under this Agreement, in each case save for any Losses for which Client is obligated to indemnify Aptuit hereunder.

17.2 Client will indemnify and hold harmless Aptuit from and against any Losses arising from any third party claim relating to (a) Client's breach of any of its representations or warranties set forth herein, (b) Client's gross negligence or wilful misconduct in the performance of its obligations under the Agreement, (c) Aptuit's use of any information or other deliverable of the Client (including Client Materials, Client Background IP or Human Biological Samples procured by Aptuit on behalf of the Client) for the purpose of performing the Services; or (d) Client's use or sale of any Deliverable or Client Project IP or other work product (tangible or intangible) resulting from the Services; in each case save for any Losses for which Aptuit is obligated to indemnify Client hereunder.

18. Compliance

18.1 In connection with this Agreement, each Party shall comply with all Applicable Laws, including but not limited to those relating to (i) the prevention of fraud, bribery, corruption, money laundering or terrorism under the UK Bribery Act 2010, the U.K. Economic Crime and Corporate Transparency Act 2023 and the US Foreign Corrupt Practices Act of 1977 each as may be amended from time to time and other laws; (ii) import and export control laws and regulations of the U.S., U.K., and EU, including but not limited to the U.S. Export Administration Act, regulations promulgated by OFAC, and the Council Regulation (EC) No. 428/2009; (iii) security and human rights law including anti-slavery and human-trafficking laws and regulations; (iv) health and safety, environmental law or regulation including relating to the use and disposal of any Deliverables and Client Materials; and (v) data protection such as the EU General Data Protection Regulation (GDPR), and any other applicable data protection law.

18.2 Each Party represents and warrants that it has instituted and maintains policies and procedures designed to ensure compliance

with the Applicable Laws set out in Section 18.1 by its Representatives acting in connection with this Agreement. If either Party becomes aware of a potential material breach of Applicable Laws in connection with this Agreement it shall promptly notify the other Party.

19. Force Majeure

Neither Party will be liable for any failure to perform or for delay in performance resulting from circumstances beyond its reasonable control, including without limitation, compliance with any laws, regulations, orders, or acts of any governmental or regulatory authority (regional, provincial, state, or municipal, or any department or agency thereof, civil or military), strikes, lockouts, labour troubles, inability to procure materials or services, shortage of power, materials, transportation, or utilities, material cybersecurity incidents, riots, insurrection, war, acts of terror, Acts of God, epidemics, pandemics or unexpected and severe weather conditions (each, a *Force Majeure*), provided that Client will not be excused from payment of money owed when due notwithstanding the occurrence of any such Force Majeure event.

20. Termination

20.1 Client may terminate the Agreement for any reason and at any time upon ninety (90) days prior written notice to Aptuit.

20.2 Either Party may terminate this Agreement at any time by written notice to the other with immediate effect upon the occurrence of any of the following events: (a) the other Party becomes insolvent or suspends its payments, regardless of whether it institutes or has instituted against it any bankruptcy, reorganization, debt arrangement, assignment for the benefit of creditors or other proceeding under any bankruptcy or insolvency law; or (b) the other Party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice thereof from the terminating Party.

20.3 Notices of termination shall be valid only if made in writing.

21. Consequences of Termination

21.1 Client will pay Aptuit for all Services performed in accordance with this Agreement and reimburse Aptuit for any additional costs and expenses incurred before the effective date of termination of this Agreement which cannot be reasonably avoided, including any non-cancellable obligation incurred by Aptuit, and any termination payments specified in the Work Order. If payments due to Aptuit under this Agreement are based on the reaching of certain milestones, then Aptuit will inform Client of the percentage of completion of the milestone and Client will pay Aptuit a pro rata portion of such milestone payment based on such percentage. In addition, Client will pay Aptuit for expenses incurred to complete activities related to termination and close-out of the Services, including fulfilment of any regulatory requirements.

21.2 After the termination of this Agreement, each Party will, upon the other Party's written request, destroy/delete or return to the other Party all Confidential Information of the other Party which is still in its possession. Notwithstanding the foregoing, the Receiving Party (i) may retain one (1) copy of the Confidential Information, solely for evidentiary and/or auditory purposes and only to the extent such retention is required by internal procedures, professional standards or applicable law and (ii) shall not be obliged to delete automatically generated computer back-up copies of the Confidential Information generated in the ordinary course of information system procedures and stored securely by the Receiving Party, provided that in each of the cases (i) and (ii) above any such copies retained shall at all times be subject to Receiving Party's ongoing obligations of confidentiality and non-use hereunder

21.3 Upon any termination of this Agreement, the provisions of Sections 1, 10 to 17, and 21 to 22, and any other provision which expressly or by implication is intended to come into or continue in force, will survive.

22. Miscellaneous

22.1 Neither Party may assign its contractual rights and obligations or parts thereof without the prior written consent of the other. Either Party may, without such consent, assign this Agreement and all of its rights and obligations hereunder (a) to an Affiliate or (b) in connection with the transfer or sale of all or substantially all of its business to which this Agreement relates, or in the event of its merger, consolidation, or other similar transaction, provided that the assigning party provides written notice within thirty (30) days to the non-assigning party of such assignment.

22.2 If any provision of this Agreement is found to be invalid or otherwise unenforceable, in whole or in part, the validity of the remainder of the Agreement will not be affected. The invalid or unenforceable provision or part thereof will be superseded by an adequate provision that, to the legally permitted extent, comes closest to what the Parties would have desired at the time of conclusion of the Agreement had they considered the issue concerned.

22.3 Nothing in this Agreement will create, or be deemed to create, a partnership, agency, franchise or joint venture relationship between the Parties. Each Party agrees to perform under this Agreement solely as independent contractor and remains responsible for its own assets and liabilities.

22.4 The failure of either Party at any time to enforce any of the terms, provisions or conditions of this Agreement will not be construed as a waiver of the same or of the right of either Party to enforce the same on any subsequent occasion. Any waiver must be in writing and duly signed by an authorized representative of the waiving Party.

22.5 Neither this Agreement nor any provision contained herein is intended to confer any rights or remedies, neither directly nor by way of a contract for the benefit of a third party, upon any person or legal entity other than the Parties, except as expressly otherwise provided for in this Agreement. A person or entity that is not Party to this Agreement shall have no rights to enforce any term of this Agreement.

22.6 This Agreement will be governed by and construed in accordance with the Laws of England and Wales, without given effect to any choice of law or conflict of laws provision. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

22.7 Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of London, England over any claim or matter arising from or in connection with this Agreement or the legal relationships established by this Agreement.

22.8 The provisions set forth in this Agreement will operate without prejudice to either Party's ability to seek injunctive or other interlocutory relief in any court accepting jurisdiction in order to protect and enforce its IP.