

These standard terms and conditions (**Terms and Conditions**) shall govern the **provision of protein biochemistry services** as set forth in a Work Order (**Services**) by Evotec International GmbH, Manfred Eigen Campus, Essener Bogen 7, 22419 Hamburg, Germany (**Evotec**) to the party ordering such Services (**Client**). Client and Evotec, each a **Party** and collectively the **Parties**

1. Complete Agreement. A binding Agreement for the provision of the Services is formed only when a Work Order is signed by both Parties. These Terms and Conditions will take precedence over any conflicting terms and conditions set forth in a Work Order or a Change Order, or any other document. No other terms and conditions shall apply to the Agreement, including, the Client's own terms and conditions. **Agreement** means these Terms and Conditions together with (a) the Work Order, and (b) any Change Order(s). **Work Order** means a document describing the Services to be performed by Evotec for a project, based on a proposal and signed by the authorized representatives of both Parties, which incorporates these Terms and Conditions by reference.

2. Performance of Services and Experimental Nature. Evotec will use commercially reasonable efforts to perform the Services with reasonable skill and care, in accordance with the current scientific and technical standards, its standard operating procedures, and this Agreement. Evotec may subcontract any Services to (a) any Affiliate, or (b) with Client's prior approval, not to be unreasonably withheld, a third party, provided that Evotec remains responsible under this Agreement for the performance of its subcontractor. Client acknowledges that the Services are experimental in nature and subject to factors beyond Evotec's reasonable control. Accordingly, the Deliverables are target objectives, successful discovery cannot be guaranteed, and any timelines or quantities set out in a Work Order are estimates only. Any failure to achieve the anticipated Deliverables or meet any estimated timelines or quantities shall not constitute a material breach of this Agreement, provided that Evotec has performed the Services in accordance with this Section 2. **Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

3. Changes. Any material change to a Work Order, including any changes to the scope of Services and to the assumptions or requirements that arise during the performance of the Services shall be agreed in writing between the Parties (**Change Order**).

4. Shipment. All shipments of Deliverables hereunder will be made DAP (Incoterms® 2020). Evotec will select the carrier and ship freight prepaid, with the costs of freight and export passed through to Client.

5. Fees and Payment. All fees and payments in connection with Services are net amounts and do not include any Taxes. Client shall pay to Evotec the agreed fees, expenses, and costs relating to the Services as set out in the Work Order, including any applicable Taxes in respect of the Services. All payments shall be made in the currency specified in the Work Order. All payments under this Agreement shall be made in full, without deductions, unless required by law. If withholding tax must be deducted, the Client shall promptly notify Evotec in writing, remit the tax to the appropriate authority on Evotec's behalf, and provide official proof of payment upon request. The Parties shall cooperate to lawfully avoid such deductions or enable Evotec claim a tax credit. Currency conversion effects related to withholding tax payments are the Client's responsibility and do not affect amounts owed to Evotec. Payments are due and payable within 30 days net from the date of the invoice and shall be made by electronic bank transfer to the account noted on the invoice. If Client disputes an invoice in good faith, it shall pay the undisputed amounts while the Parties seek to resolve the dispute. Evotec may charge default interest of 1% per month (or, if lower, the maximum rate allowed by Applicable Law) on any overdue undisputed amounts, without limiting any other legal rights and remedies. **Taxes** means sales, use, gross receipts, excise, compensating, withholding or other taxes (including value added tax), licenses, duties, charges or fees (excluding Evotec's net income and franchise taxes).

6. Obligations of Client and Client Material. Client shall provide Evotec with the Client Materials in accordance with the Work Order, including any shipping terms specified therein, and shall provide

all necessary and reasonable support and information, including but not limited to proper storage and safe handling requirements. Client hereby represents that (a) it has the right to transfer, or have transferred, the Client Materials to Evotec 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. The Parties do not plan to use or transfer of human biological samples unless expressly stated in the applicable Work Order. If future activities require use or transfer of human biological samples, the Parties will include the appropriate contractual provisions in the relevant Work Order, and where necessary to comply with applicable legal and regulatory requirements, shall sign a separate agreement. Client Materials shall remain the exclusive property of Client. Evotec shall use Client Materials solely for the purpose of carrying out its obligations under the Agreement. In no event shall Evotec be liable for any loss or damage to Client Materials to the extent such loss or damage is not resulting from Evotec's gross negligence or wilful misconduct. Unless otherwise agreed in the Work Order or instructed by Client in writing, Evotec shall retain all unused Client Materials for a period of 3 months after termination or expiration of the Work Order or after the suspension of Services by Client for a continuous period of 3 months (**Retention Period**). During the Retention Period, Client may request return of the unused Client Material or continued storage at Client's cost. Upon the expiration of the Retention Period, and in absence of Client's written directions, Evotec may destroy or otherwise dispose of the unused Client Materials. **Client Material** means all compounds, materials, or other substances meeting relevant specifications controlled by the Client and provided to Evotec to perform the Services.

7. Intellectual Property

7.1 Background IP. Each Party retains ownership of its Background IP, and nothing in this Agreement transfers ownership of or grants any rights to such Background IP to the other Party, except as expressly provided hereunder. Client hereby grants to Evotec, its Affiliates and approved subcontractors pursuant to Section 2, a royalty-free, non-exclusive license to use Client's Background IP solely to perform the Services. Client shall promptly notify Evotec in writing of any restrictions on its Background IP that may affect the Services. **Background IP** means any IP owned or controlled by a Party before, or developed independently of, the Services. **IP** means all intellectual property rights, including copyrights, patents, trademarks, designs, trade secrets, know-how, database rights, and similar or equivalent rights worldwide.

7.2 Deliverables. All right, title and interest in the Deliverables shall be owned by Client. To the extent held by Evotec, Evotec assigns to Client all IP in the Deliverables. To the extent any such rights cannot be assigned as a matter of applicable law, Evotec grants Client a perpetual, irrevocable, worldwide, royalty-free, exclusive, sublicensable, transferable licence to use such rights for any purpose. Evotec shall ensure that all personnel performing the Services assign to Evotec any IP they create in connection with the Services. **Deliverables** means such items which are identified in the Work Order for delivery to Client, including, but not limited to, expression plasmids, proteins, or data.

7.3 Any improvement or enhancement to Evotec's Background IP arising from the performance of the Services, including assay technology, structural biology technology and chemical technology, together with all IP therein, and any generally applicable technology, methodology or processes developed by Evotec in performing the Services (**Evotec Improvement**), shall be owned by Evotec. For the avoidance of doubt, Evotec shall not seek to rely on any Evotec Improvement to prevent Client from exercising its rights in the Deliverables.

7.4 Client acknowledges that the provision of Services may involve the use of third-party materials or technology, as may be agreed under the Work Order, and that certain restrictions or limitations may apply in respect of such third-party materials or technology. The Parties agree that any limitations or restrictions will be specified in the relevant Work Order or in a separate material transfer agreement to be agreed by the Parties.

8. Confidentiality. **Confidential Information** means any non-public information or material shared under this Agreement by or on behalf of a Party and/or its Affiliates (**Discloser**) to the other Party or its

Affiliates (*Recipient*) that is marked as “Confidential” or would reasonably be understood as “Confidential”. The Recipient shall (i) protect Confidential Information from unauthorized use or disclosure and (ii) use it solely for the purposes of the Agreement and (iii) disclose it only to its officers, directors, employees, agents and consultants (*Representatives*) on a need-to-know basis and who are bound by similar confidentiality obligations, and (iv) as required by law, or court or administrative order, after notifying the Discloser where legally possible. The Recipient shall be liable for any breach of the obligations of this Section 8 by any of its Representatives. These confidentiality obligations shall not apply to information which, (a) was lawfully obtained from a third party; (b) is or becomes public through no fault of the Recipient; or (c) was already known or developed independently by the Recipient; or (d) must be disclosed due to any legal or regulatory. These confidentiality obligations shall survive for 5 years from the date of expiration of the Agreement or for trade secret so long as the information disclosed is a trade secret under the applicable law. After this Agreement ends, each Party must return or delete the other’s Confidential Information upon request, except for one copy kept for legal or audit purposes and backup copies, which remains protected under this clause.

9. 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 Evotec facility.

10. Compliance. Each Party shall comply with all applicable laws relating to this Agreement, including laws concerning anti-bribery and anti-corruption, sanctions and export controls, anti-money laundering, human rights and modern slavery, data protection, health, safety and environmental protection including relating to the use and disposal of any Deliverables and Client Materials. Each Party represents that it maintains appropriate policies and procedures to ensure such compliance by its Representatives. If either Party become aware of a material breach of applicable laws in connection with this Agreement, it shall promptly notify the other Party.

11. Representations and Warranties. 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 corporate or other action to authorize the execution of the Work Order and/or Change Order and the performance of this Agreement; and (c) this Agreement constitutes a legal, valid and binding obligation, enforceable against such Party in accordance with its terms. Client hereby represents and warrants to Evotec that Client is not aware of any third party’s IP or other rights that may be infringed by use of Client Materials under this Agreement. To the extent permitted by law, Evotec makes no express or implied warranties relating to the Services or the Deliverables, including but not limited to warranties of merchantability or fitness for a particular purpose or noninfringement. Except as set forth herein, all warranties implied by law (whether by statute, common law, trade usage, custom or otherwise) are hereby excluded for Evotec to the maximum extent permitted by law.

12. Limitation of Liability.

12.1 NOTWITHSTANDING ANY PROVISION IN THE AGREEMENT OTHER THAN SECTION 12.3 BELOW, EVOTEC’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 EVOTEC FOR THE SERVICES PERFORMED UNDER THE RELEVANT WORK ORDER. NOTWITHSTANDING THE FOREGOING, EVOTEC SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT FOR LOSS OR DAMAGE TO CLIENT MATERIALS TO THE EXTENT SUCH LOSS OR DAMAGE IS NOT RESULTING FROM EVOTEC’S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

12.2 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.

12.3 NOTHING CONTAINED HEREIN IS INTENDED TO EXCLUDE OR LIMIT ANY LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY A PARTY’S NEGLIGENCE; OR, (II) FRAUD; OR, (III) LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY LAW; OR (IV) CLIENT’S LIABILITY TO EVOTEC UNDER SECTION 13 (INDEMNIFICATION).

13. Indemnification. Client will indemnify and hold harmless Evotec from and against any liability, loss, damage, action, claim or expense (including reasonable attorney’s fees) actually incurred and arising from any third party claim relating to (a) Evotec’s use of any Client Materials or Client Background IP for the purpose of performing the Services; or (b) Client’s use or sale of any Deliverable resulting from the Services; save to the extent arising from Evotec’s gross negligence and wilful misconduct. Evotec shall promptly notify Client of any third-party claim and reasonably cooperate in the defence of such claim at the Client’s expense.

14. Force Majeure. Neither Party will be liable for any failures or delays in performance caused by events beyond their reasonable control including but not limited to strike, lockouts, labour disputes, shortage of materials or services, power failures, restrictive government or court orders, riots, insurrection, war, terrorism, including cyber-attacks and cyber terrorism from state and criminal actors, delays or shortages in transportation, Acts of God, epidemics, pandemics or severe weather (*Force Majeure*), provided that once the Force Majeure event ends and if it impacts payment, Client must promptly pay any outstanding amounts owed under this Agreement.

15. Termination; Consequences of Termination. This Agreement shall become effective upon signature of the Work Order by both Parties and shall terminate upon the completion of all the activities set forth in the Work Order or expiration of all payment obligations under this Agreement, unless terminated earlier pursuant to this Section. Notices of termination shall be valid only if made in writing. Client may terminate the Agreement for any reason and at any time upon 15 days prior written notice to Evotec. Either Party may terminate this Agreement immediately by written notice if: (a) the other Party becomes insolvent, suspends payments, or enters into any bankruptcy, insolvency or similar legal proceedings; or (b) the other Party commits a material breach of this Agreement and fails to cure such breach within 30 days after receiving written notice. Upon termination, Client will pay Evotec for all Services provided up to the effective date of termination and reimburse any unavoidable costs and expenses.

16. Miscellaneous

16.1 Assignment. Neither Party may assign this Agreement or its obligations without the other Party’s prior written consent, except to an Affiliate or in connection with the transfer, sale or merger of all or substantially all of the business to which this Agreement relates, provided that the assigning party gives prompt written notice to the non-assigning party of such assignment.

16.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in effect. The Parties agree to replace the invalid or unenforceable provision with one which most closely reflects their original intent, to the extent permitted by law.

16.3 Waiver. A failure or delay in enforcing any provision of this Agreement does not waive that provision or any other right. Any waiver must be in writing and signed by an authorized representative of the waiving Party.

16.4 Third Party Rights. A person or entity that is not Party shall have no rights to enforce any term of this Agreement.

16.5 Governing Law and Venue. This Agreement is governed by the Laws of England and Wales, without giving effect to any conflict of laws rules. Each party irrevocably submit to the exclusive jurisdiction of the courts of London, England. The United Nations Convention on Contracts for the International Sale of Goods does not apply.