These standard terms and conditions (***Terms and Conditions***) shall govern the provision of High-plex immunoassays testing, early biomarker discovery, and related analytical services using Olink® Target panel 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 Services is formed only when a Work Order is signed by both Parties. These Terms and Conditions will prevail over any conflicting terms and conditions set forth in a Work Order or a Change Order, or any other document, including the Client's standard terms, unless expressly agreed in writing by both Parties. ***Agreement*** means these Terms and Conditions, the applicable Work Order, and any Change Order. ***Work Order*** means a document describing the Services to be performed by Evotec, including the written quotation issued by Evotec to Client and duly signed by both Parties' authorized representatives, which incorporates these Terms and Conditions by reference.

2. Performance of Services and Experimental Nature. Evotec will use commercially reasonable efforts to provide the Services with reasonable skill and care, in accordance with the applicable Work Order, Evotec's quality management procedures and this Agreement. Evotec may determine how the Services are performed, including scheduling, batching or processing of samples. Evotec may subcontract the Services to any Affiliate of Evotec provided that Evotec shall remain responsible under this Agreement for the acts or omissions of its Affiliate. Client acknowledges that the Services are experimental in nature and subject to risk factors and events 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 and not binding and failure to achieve them shall not constitute a material breach. ***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 without limitations changes to the scope of Services shall be agreed in writing between the Parties (***Change Order***).

4. Retention of records. Evotec may retain any materials, records or data as required by Applicable Law and regulatory requirements.

5. Shipment. Unless otherwise agreed, Client shall ship all Client Material to Evotec on a DDP (Incoterms® 2020) basis. Where Client is unable to act as Importer of Record or cannot clear the shipment or recover applicable taxes in the destination country, shipment shall be made DAP (Incoterms® 2020). In such cases Client shall provide Evotec with all information reasonably required for custom clearance, including the actual value, classification, custom tariff numbers and country of origin of the Client Material. Client shall reimburse Evotec for any import duties, taxes or other import-related costs incurred by Evotec.

6. Fees and Payment. All fees and payments for Services are net amounts and do not include any Taxes. Client shall pay to Evotec the agreed fees and expenses as set out in the applicable Work Order. Client shall pay any applicable Taxes in respect of the Services. All payments shall be made in the currency specified in the Work Order by electronic bank transfer within 30 days of the invoice date, and shall be made in full, without deductions unless Client is required by law to deduct withholding tax. If withholding tax applies, Client shall promptly notify Evotec in writing, remit the tax to the appropriate authority, and provide official proof of payment upon request. Client shall cooperate to lawfully the deduction or enable Evotec to obtain any available exemption, relief or tax credit. Client is responsible for any currency conversion costs. 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, value added, gross receipts, excise, licenses, duties, compensating, withholding or other similar taxes, excluding Evotec's net income and franchise taxes.

7. Obligations of Client and Client Material. Client shall provide the Client Materials and all reasonable support and information required to perform the Services in accordance with the Work Order, including any applicable storage and safe handling instructions. Client represents that (a) it has the right to transfer 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, where containing personal data in anonymized form. Evotec shall use Client Materials only to provide the Services. Unless otherwise agreed in the Work Order or instructed by Client in writing, Evotec may destroy or dispose of any unused Client Materials after completing the Services. Evotec shall not be liable for any errors, delays or other consequences resulting from Client's failure to provide the Client Materials, sufficient samples, information, or otherwise satisfy the assumptions or requirements of the Work Order. Any affected timelines shall be extended accordingly. ***Client Material*** means all compounds, materials, including HBS or other substances meeting relevant specifications controlled by the Client and provided to Evotec to perform the Services. ***Human Biological Samples*** *or* ***HBS*** mean any human biological material or derivative, including tissues, organs, blood, cells, gametes or sub-cellular structures such as DNA, and including any stem cells, cell lines, bodily fluids or blood derivatives.

8. Transfer of Human Biological Samples. Where Client Material include HBS, Client represents and warrants that: (i) It has the right to transfer such Client Material to Evotec and its Affiliates without any additional consideration to the donor, the donor's legal representatives, or the collecting organization to Evotec and its Affiliates; (ii) the HBS and any associated data were collected, obtained and transferred in compliance with all applicable laws, ethical standards, including without limitation (A) the International Conference on Harmonization Guidelines for Good Clinical Practice; and (B) any applicable requirements for the Informed Consent of the donor of such HBS. In the event of a withdrawal of, or a material variation to the Informed Consent, Client shall promptly notify Evotec of such changes or withdrawal.

9. Intellectual Property

9.1 Each Party retains ownership of its Background IP, and nothing in this Agreement transfers ownership of or grants any rights to such to such Background IP, except as expressly provided. Client grants to Evotec and its Affiliates a royalty-free, non-exclusive license to use its 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*** 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.

9.2 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 the items identified in the Work Order for delivery to Client.

9.3 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.

10. 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) use Confidential Information solely for the purposes of the Agreement and prevent its unauthorized disclosure (ii) 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 no less protective than those set out herein, except where the disclosure is required by law, or court or administrative order, in which case the Recipient shall, where legally permitted, notify the Discloser in advance. The Recipient shall be liable for any breach of the obligations of this Section 10 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. 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 Section.

11. 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.

12. 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 provision of Client Materials, and, where applicable, animal welfare. 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**.**

13. 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 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. 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 and hereby excludes all warranties relating to the Services or the Deliverables, including but not limited to warranties of merchantability or fitness for a particular purpose or noninfringement.

14. Limitation of Liability. (A) NOTWITHSTANDING ANY PROVISION IN THE AGREEMENT OTHER THAN SECTION 14 (C) 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 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 AND WILFUL MISCONDUCT. **(B)** 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. **(C)** 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 15 (INDEMNIFICATION).

15. 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.

16. 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 but not limited to 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.

17. Termination; Consequences of Termination. Unless terminated earlier pursuant to this Section, this Agreement shall terminate upon the completion of all the activities set forth in the Work Order or expiration of all payment obligations. 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.

18. Miscellaneous

18.1 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.

18.2 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. 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.

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

18.4 Governing Law and Venue. This Agreement is governed by the Laws of England and Wales, excluding conflict of laws rules. The competent courts of London, England shall have exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply.