

General Terms and Conditions for PurePep®

EasyClean Custom Services

1. Contract Terms.

1.1 **General Terms.** These terms and conditions (these "Terms") apply to you with respect to your purchase of custom research and related services ("**Work**") from Gyros Protein Technologies AB ("we" or "us" or "our"), according to the detailed description in our applicable quotation or our written statement of work ("**SOW**"), as submitted by us. These Terms, together with our quotation, our SOW, and any commercial terms in your Purchase Order or other similar document to indicate payment for the Work ("**PO**") which match our quotation, if any, form the entire contract between you and us with respect to your purchase of Work (this "**Custom Agreement**"). Performance of Work is conditioned on your acceptance of these Terms.

1.2 **Terms Conflict.** In the event of a conflict of the terms and conditions contained in the documents which form this Custom Agreement, the SOW takes precedence over these Terms, and any written contract signed by both parties takes precedence over both. These Terms supersede all prior communications between us, whether written or oral, relating to the Work, except for a written contract signed by us and you. Your submission of a PO shall indicate your acceptance of these Terms. We expressly reject any different terms or provisions contained in any PO or other document that you provide, and if the Terms in this Custom Agreement differ from the terms and conditions of your offer, and would thereby prevent the formation of a contract, this Custom Agreement will serve as our counteroffer to you.

2. **Performance of Work.** We will perform the Work as an independent contractor, using our personnel, except as indicated below, and: a) methods, materials, equipment, and related intellectual property owned or controlled by us or our affiliates (collectively "**Service Provider Technology**"), and, b) information and materials supplied by you; and, in certain cases, using information or materials that result from the use of the information and materials that you supplied (e.g., reagents), all of the foregoing in subsection b) referred to as ("**Client Materials**") to provide you with Data or materials produced by us as a direct result of our Work, as specified in the SOW (collectively, "**Deliverables**"). We will make a good faith effort to start and complete all Work on time, and will notify you if substantial delays are likely. We will comply with all laws and regulations generally applicable to Work, and with any specific regulatory framework agreed in the SOW. Unless otherwise expressly agreed in the SOW, the Deliverables are not produced in accordance with United States Food and Drug Administration good manufacturing practices or good laboratory practices or in accordance with any other similar laws or regulations in other jurisdictions. We may delegate performance of the Work, or portion thereof, to an affiliate or authorized subcontractor, provided that all Work will be performed in accordance with this Custom Agreement.

3. **Client Materials and Data.** You may provide us with Client Materials specified in the SOW, in compliance with applicable laws and regulations and in sufficient amounts, as well as relevant safety information and other characteristics of Client Materials that we need to perform the Work, including without limitation any certification or documentation of Client Materials we reasonably request of you. You are responsible for all Client Materials provided to us and the Work or Data produced using any Client Materials, including obtaining any licenses or rights to any third party intellectual property rights that would be infringed with respect to Client Materials or the Work or Data, absent such licenses or rights. All information about Client Materials, whether you provide it to us or we generate it in the performance of Work using Client Materials (such information collectively referred to as "**Data**"), shall be subject to the confidentiality and non-use requirements of Section 8. Upon completion of the Work, we will maintain records of the Data for the period of time as specified in any other written agreement with you, signed by both parties, or the SOW. We will use Client Materials and Data only in accordance with the SOW, and will not modify or reverse engineer them. If you don't specify any storage period for Client Materials and a retention period for Data in writing, we will decide the storage period for the Client Material and the retention period for Data on a project-by-project basis. We will not transfer Client Materials, in whole or in part, to any third party, other than a subcontractor, without your prior written approval.

4. **Use Limitations.** Except as expressly agreed otherwise in the SOW, you agree to use Deliverables only for your lawful, internal research purposes, and not for use in humans. Deliverables shall not be transferred to or commercially used by or for any third party, regardless of whether such transfer or commercial use of Deliverables is for your research purposes. The research use limitation, however, shall not preclude your use of: (i) Deliverables in your lawful research and development of commercial products or services, provided that such product or service does not require the use of any Service Provider Technology, or (ii) any Data for the regulatory approval and commercialization of such products or services. Furthermore, you shall not directly or indirectly furnish Deliverables, or other materials or information provided hereunder to any entity, or destination, or for any use, except in full accordance with all applicable laws and regulations; including, without limitation; export control and trade sanctions laws and regulations of the United States.

5. **Payments.** You will pay us for the Work within thirty (30) days after the date of the respective invoice(s), which we will send to you when we complete the Work (or portion thereof), according to the payment schedule and currency specified in the SOW. If you default on any payment when due, we, at our option and without prejudice to our other lawful remedies, may delay performance, defer delivery, charge interest on undisputed amounts owed, and/or terminate this Custom Agreement. All payments made are final and non-refundable.

6. **Ownership, Intellectual Property.** As between the parties, except as otherwise expressly agreed in the SOW, you will be the exclusive owner of (i) the Data, (ii) Client Materials, (iii) any derivatives or modifications of Client Materials that we generate as a direct result of the Work, and (iv) any inventions and/or discoveries that directly result from our performance of the Work and that directly relate to Client Materials, whether or not copyrightable or patentable (collectively, the "**Client Inventions**"). Except as otherwise expressly set forth herein, we shall not be responsible for perfecting the intellectual property ownership rights set forth herein nor for any allegations by any third party of the infringement of any intellectual property rights with respect to the Client Inventions or any part thereof. At your written request and expense, we will reasonably assist you in effecting the assignment and recordation of such with respect to any patent applications or copyrights registrations for any Client Inventions, provided however that Client Inventions shall not include Service Provider Technology or any improvements or modifications thereof, whether developed before or during the performance of the Work, and even if your employees conceived of and/or reduced to practice any such improvements or modifications. You shall not, by virtue of the Work performed hereunder, obtain any license or other rights in or to any Service Provider Technology to: (a) use Deliverables other than as set forth in Section 4, (b) independently recreate the Deliverables or any materials that are proprietary to us, even if used to perform the Work; and/or (c) sell or otherwise use the Deliverables for commercial purposes whether or not commercialized for research use; unless expressly stated in the SOW or agreed in a separate written contract between the parties. We will own our laboratory notebooks or other records maintained with respect to the Work; but to the extent such notebooks or records contain any Data or other confidential information of yours, such Data and confidential information will continue to be your property, and the parts of the notebooks and records that contain your confidential information will be subject to our obligations of nonuse and confidentiality as set forth in Section 8.

7. **Non-Exclusivity.** Unless expressly agreed in writing, all Work is provided on a nonexclusive basis, and we reserve all rights for ourselves and our affiliates to provide third parties with deliverables that are identical or similar to Deliverables, provided that in doing so, we will not use any Client Materials or confidential information received from you to perform Work for any third party. Notwithstanding anything else in the Terms, where we perform the Work without reliance on Client Materials or confidential information you provided us, we reserve all rights to commercialize such Work as a catalog product.

8. **Confidentiality.** We will treat all Data and Client Materials as proprietary and confidential to you, and will not disclose Data or Client Materials to any person except to our employees, consultants, and subcontractors as necessary for purposes of providing the Work, and then only subject to a written confidentiality agreement that includes the requirements specified herein. If we disclose any confidential information or non-public materials comprising Service Provider Technology to you, you will treat such information and materials as proprietary and confidential to us. Each party shall protect the proprietary and confidential information or materials of the other party by using the same degree of care as such party uses to protect its own materials and information, but in any event no less than a reasonable degree of care. Notwithstanding any other provisions herein, however, each recipient party shall have no obligation to the other party for any information or material that it can show by competent evidence is (a) already known to the recipient party; (b) publicly known other than by a wrongful act of the recipient party; (c) received from a third party lawfully entitled to disclose it; (d) disclosed pursuant to an enforceable order of a court or administrative agency; and/or (e) is independently developed by or for the recipient party.

9. Warranty.

9.1 **Our Limited Warranty.** Our sole warranty for the performance of Work is that the Work will be performed using due care in accordance with (a) this Custom Agreement, including its respective SOW and (b) laws, regulations and generally prevailing industry standards applicable to such Work. We do not warrant or represent that the results of the Work will be acceptable to any regulatory agency to which they are presented or that they will advance your interests. If you believe that we, in breach of our limited warranty, have made a material error in the Work that renders the results of such Work invalid, you must notify us of such error in writing, within one (1) month after receipt of the final Deliverable for such Work.

9.2 **Remedies.** For valid warranty claims made, we will either (i) repeat the particular Work at our own expense or (ii) refund to you the fees actually paid for the particular Work

giving rise to the breach of warranty.

9.3. Limitations. THE WARRANTY SET FORTH IN THIS SECTION 9 IS IN LIEU OF ANY AND ALL OTHER WARRANTIES RELATING TO THE WORK, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT DELIVERABLES OR USE THEREOF WILL NOT INFRINGE ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT. WE SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY, FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS OR LOSS OF BUSINESS, EVEN IF WE HAD NOTICE OF THE POSSIBILITY THEREOF. OUR LIABILITY TO YOU FOR BREACH OF ANY PROVISION OF THIS CUSTOM AGREEMENT (OTHER THAN BREACH OF THE WARRANTY IN THIS SECTION 9 FOR WHICH LIABILITY IS LIMITED TO RE-PERFORMANCE OR REFUND AS SPECIFIED HEREIN) SHALL BE LIMITED TO DAMAGES IN AN AMOUNT NOT TO EXCEED THE FEE TO BE PAID FOR THE WORK. NOTHING IN THIS CUSTOM AGREEMENT SHALL LIMIT OR EXCLUDE THE LIABILITY OF YOU FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

10. Indemnification. Except to the extent caused by our willful misconduct, you shall indemnify and hold harmless us, and our affiliates and our and their respective officers, directors, employees and agents ("Indemnified Party") from and against any and all expenses, costs and fees (including, but not limited to, reasonable attorney's fees) and any and all losses, damages or liabilities to which an Indemnified Party may be subject as a result of any claim, demand, action or other proceeding by any third party in connection with any claim asserted by a third party arising out of or based on (a) Client Materials or the use thereof in performance of the Work as specified in the SOW; and/or (b) any product or service of yours that is based in whole or part on the use, sale or other disposition of the Deliverables, or any portion or derivative thereof; and/or (c) breach of Section 4 or any other provision of this Custom Agreement.

11. Revisions, Termination.

11.1 Revisions. Revisions to the scope, or the nature of the Work must be agreed upon by both parties in writing, and may require revisions to the fees or timelines.

11.2 Termination. We may terminate this Custom Agreement if (a) you breach any material provision of this Custom Agreement and fail to remedy the breach to our satisfaction within fifteen (15) days after our written notice to you; (b) we are unable to obtain third party materials or technology specified in the SOW, for reasons beyond our reasonable control; (c) we determine that biosecurity, biosafety, and/or feasibility reasons prevent or are likely to prevent the performance of the Work, or (d) you are, or are deemed by law to be, unable to pay your debts or perform your obligations under this Custom Agreement. Termination of Work in progress will result in a partial charge commensurate with the percentage of Work completed at the time of cancellation, in addition to any other termination or cancellation charges specified in the SOW.

12. Miscellaneous. This Custom Agreement may not be assigned without the consent of the other party, except that each party may assign this Custom Agreement to an affiliate or to any other party to whom it transfers the business and assets related to this Custom Agreement, provided that such assignee assumes all the rights and obligations of its assignor. This Custom Agreement shall be governed by the laws of the state of Colorado, USA for such portion of Work performed in the United States and by the laws of Germany for such portion of Work performed outside the United States, except that matters pertaining to patents and other intellectual property rights shall be governed by the laws of the jurisdiction in which such intellectual property rights exist. This Custom Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Venue for Work performed in the United States shall be the state or federal courts located in Denver, Colorado, and venue for Work performed outside the United States shall be the courts located in Berlin, Germany. If any part of these Terms are found to be legally unenforceable, the remaining clauses of these Terms will be unimpaired, and the parties shall in good faith negotiate an enforceable provision that most closely achieves the objectives of the unenforceable provision. Except for payment obligations, neither party shall be responsible for failure to perform its obligations due to natural disasters or other force majeure causes beyond its reasonable control. Neither party shall use the name of other party or of its employees in any promotion or publication without prior written consent of such other party. All rights and remedies of ours provided in this Custom Agreement are cumulative and not exclusive, and the exercise by us of any right or remedy does not preclude the exercise of any other rights or remedies that may now or later be available at law, in equity, by statute, in any other agreement between the parties or otherwise. Failure by either party to enforce any rights under this Custom Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party hereto in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances. All notices or other communications required or permitted to be made or given hereunder shall be deemed so given when sent in writing by registered or certified mail, postage prepaid and return-receipt requested, or by a nationally-recognized courier service guaranteeing next-day delivery, charges prepaid, and properly addressed to such other party as set forth above or at such other address as may be specified by either party hereto by written notice similarly sent or delivered. Notices or other communications directed to you shall be sent to the General Counsel of your organization. Notices or other communications directed to us shall be sent to the attention of our Legal Department.