

General Conditions for Sale and Supply of Services from Samplix ApS.

TERMS OF SERVICE performed by Samplix ApS, Company Reg. No. (CVR) 32 30 93 21, Mileparken 28, 2730 Herlev, Denmark (hereinafter referred to as the "Contractor") on behalf of the Customer (hereinafter referred to as "Customer") (the Customer and the Contractor hereinafter collectively referred to as the "parties" or individually as a "party"). The General Conditions shall apply, unless otherwise agreed in writing by both parties. In case of discrepancy between the parties on agreed conditions, the General Conditions given below shall apply.

1. FEE FOR SERVICE CONTRACT

1.1. Contractor shall perform the services described in an agreed Work Order/Quote ("Services") on the terms set forth herein ("Terms of Services").

1.2. Together with the agreed Terms of Services any Work Order/Quote shall constitute a legally binding agreement (The "Agreement") between the parties to the exclusion of any other terms or conditions.

2. CUSTOMER SAMPLES AND INFORMATION

2.1. The Customer shall supply the Contractor with any and all compounds, samples and materials specified in the Work Order/Quote (hereinafter referred to as "Samples") in the quantities and quality and on time as specified in the relevant Work Order/Quote. The inclusion of additional Samples shall be agreed upon between the parties in writing as an amendment to the specific Work Order/Quote or the execution of an additional Work Order/Quote.

2.2. The Customer is responsible for the delivery of samples to the Contractor in such a manner as to maintain sample integrity, and in accordance with any relevant shipping and handling regulations or instructions. Customer will not provide any person-identifiable data to identify samples. By ordering, the Customer confirms to have acquired all the required ethical permissions and regulatory approval for the proposed work and the Contractor will have no liability if these permissions and approvals have not been properly granted. Customer will assure, to the best of their knowledge, that the sample is free of any substance, virus, bacteria etc. harmful to personnel. If applicable, the Customer will provide the Contractor with relevant occupational safety information in the possession of the Customer. The Contractor shall make no representations or warranties with respect to the Samples in connection with the performance of the Services. The Customer agrees to indemnify the Contractor from all actions and liabilities resulted from the Contractors testing of any samples or the use of any data produced by the Contractors testing service provided however, the Customer shall not indemnify Contractor in the event Contractor was negligent in providing the testing services. The Customer will not use data provided by the Contractor for commercial use or transfer data provided by Contractor to third party for profit.

2.3. The Contractor acknowledges that the Samples and any and all amounts extracted or derived from the Samples or otherwise related hereto as well as any and all information, documents, data, and know-how of any kind, whether orally, in writing or in any other form, provided or disclosed by the Customer or a third party on behalf of the Customer to the Contractor (hereinafter referred to as "Customer Information"), is and shall remain the exclusive property of the Customer, and that nothing in this Agreement shall be construed as granting to the Contractor, by implication or otherwise, any license or proprietary right with respect to such Customer Information.

2.4. The Contractor agrees not to use the Customer Information for any other purpose than the performance of the Services. The Contractor agrees not to analyse, chemically modify, use, reverse engineer or determine the structure of any Sample unless necessary to carry out the Service and agreed upon explicitly in the applicable Work Order/Quote. The Contractor shall not use Customer Information to make more samples.

2.5. The Contractor shall not use, or authorize the use of, Samples in humans for any purpose under any circumstances.

3. SERVICES

3.1. The Contractor shall perform the Service professionally in compliance with existing Contractor quality standards and any and all specifications and quality standards agreed in the Work Order/Quote. Customer acknowledges that the services are experimental in nature and that no warranties are made by Contractor whether implied or otherwise as to the Results (as defined below) of the Services performed.

3.2. The Service shall be provided to the Customer in accordance with the agreed timeline(s) and in the form agreed upon in the Work Order/Quote. In case of a delay or expectations of a delay, the Contractor shall promptly inform the Customer and shall state the reasons for the delay, what actions the Contractor has initiated in order to minimize, overcome, or reduce the delay and when delivery may be expected. If an extension of a deadline has not been approved by the Customer or if the Contractor is unable to keep an approved extension of a deadline, the Customer shall be entitled to terminate all remaining parts of the Services under the specific Work Order/Quote with immediate effect.

3.3. The Contractor shall appoint a project manager ("Project Manager") or other responsible person who will be responsible for the performance of the Services. The Project Manager shall co-ordinate the performance of the Services with the Customer contact person designated in the Work Order/Quote or any other person designated by the Customer in writing, which person shall have responsibility over all operational matters related to the Services on behalf of the Customer, including communication with the Contractor.

3.4. Contractor shall use commercially reasonable efforts to notify Customer of any defects in or damage to the Samples of which Contractor becomes aware that may affect the quality or accuracy of the resulting data. In the event Contractor causes damage to a sample, Contractor shall notify the Customer promptly and allow Customer to send another sample for a repeat of the services, free of charge, and this shall be Customer's sole remedy in such case.

3.5. Contractor may agree, as a courtesy, to store samples for Customer for a specified period of time (no more than 6 weeks) after the conclusion of services under this Agreement, if Customer indicates that it may request further services from Contractor relating to such samples. Contractor shall not charge Customer for such storage services, and in exchange, Customer shall not hold Contractor liable for any damage or theft to samples while stored in Contractor's facilities.

4. DATA AND RESULTS

4.1. Any and all data (the "Results") generated during or resulting directly from the Services performed by the Contractor shall be the exclusive property of the Customer. The Contractor will keep all information confidential and will not exploit data for any use other than general statistic purposes and troubleshooting.

4.2. Any and all discoveries, inventions, ideas, know-how, developments, formulas, techniques, data and any other results derived or generated by the Customer from the Results shall be the exclusive property of the Customer. However, nothing in this Agreement shall constitute a grant of license to Customer to commercially exploit Contractors technologies for any purpose whatsoever.

4.3. The Customer acknowledges that the Contractor possesses certain expertise, know-how, techniques, processes and other intellectual property rights, which have been independently developed by the Contractor, and which relate to the Contractor's business operations in general and not to Confidential Information (hereinafter the "Contractor Property"). The Contractor Property is and remains the exclusive property of the Contractor and the Contractor shall not be restricted in using the Contractor Property as long as it does not interfere with or includes Confidential Information.

4.4. The Contractor shall not be entitled to publish any Results, unless otherwise agreed upon in the Work Order/Quote.

5. CONFIDENTIALITY

5.1. Any and all Results, the Customer Information and any and all scientific, technical, trade and/or business information or materials (whether or not patentable) including, but not limited to, information concerning performance, sale and finance, sources of supply, customer and/or supplier agreements, information concerning products, compounds, formulations, techniques, methods, methodology, procedures, tests, equipment, data, reports, know-how, pre-clinical and clinical studies, business plans, inventions, discoveries and patent applications (whether filed or not and whether completed or not), manuscripts, whether in written, graphical, electronic or oral form or in any other medium, disclosed to, communicated to, learned of or otherwise acquired by the Contractor under this Agreement including any Work Order/Quote, shall be considered as confidential (hereinafter collectively referred to as "Confidential Information") and shall be the sole property of the Customer.

5.2. The Contractor shall use Confidential Information only for the performance of the Service under this Agreement and shall not exploit, whether directly or indirectly, any Confidential Information for its own benefit or the benefit of any third party (person or entity) without the specific prior written consent of Customer. Any use of Confidential Information shall be in accordance with this Agreement and the applicable Work Order/Quote.

5.3. The Contractor shall maintain the Confidential Information in confidence and shall not disclose, directly or indirectly, Confidential Information to any third party (person or entity), other than its duly authorized representatives, employees, consultants and approved sub-contractors who have a need to know such Confidential Information in the course of the performance of their duties relating to the Service. The Contractor shall advise all such persons who receive or are to receive Confidential Information that such information is confidential and may only be used for the Service and shall require their compliance with the terms of this Agreement. The Contractor shall maintain at least the same standard of custody of Confidential Information as the Contractor keeps custody of the Contractor's own confidential information, but no less than a standard of care that is reasonable under the circumstances to maintain secrecy and control disclosure. The Contractor shall immediately notify Customer if the Contractor becomes aware of any suspected or actual unauthorized use, copying or disclosure of Confidential Information.

5.4. The confidentiality and non-use obligation shall not apply to Confidential Information that:

- a) at the time of disclosure, is already in the public domain through no fault of the Contractor;
- b) after disclosure, becomes part of the public domain by disclosure through no violation of this Agreement;
- c) the Contractor is able to prove, has been lawfully in the Contractor's possession prior to any disclosure under this Agreement;
- d) is hereafter lawfully disclosed by a third party to the Contractor, where such third party did not acquire such information under a still effective obligation of confidentiality to the Customer;
- e) is required to be disclosed by an order or action of a governmental agency, authority or court (provided that the Customer shall be informed as soon as reasonably possible and provided that the Contractor shall furnish only that portion of the Confidential Information which is legally required, and shall exercise all efforts required to obtain confidential treatment for such information).

5.5. If Confidential Information was disclosed to the Contractor prior to the Effective Date (as defined below) of this Agreement or prior to entering into a Work Order/Quote under the Agreement in anticipation of the parties entering into this Agreement or a Work Order/Quote hereunder, such Confidential Information shall be treated as confidential and be subject to the terms and conditions of this Agreement.

5.6. The obligations of confidentiality and non-use set forth herein shall remain in effect for a period of ten (10) years from the last date on which Confidential Information was disclosed to the Contractor.

5.7. Neither party may use the other's name, or the name of any employee or agent, in any advertising or sales promotional material without the prior written consent of the other party.

6. AUDITS AND INSPECTIONS

6.1. Representatives of the Customer shall be entitled at reasonable times and with reasonable frequency during the Contractor's regular business hours, and with reasonable advance notice (provided that no such advance notice shall be required for audits, which are required, by the applicable regulatory authority, to be conducted without prior notice), to visit the Contractor's facility in order to audit its facilities, equipment and procedures used for providing the Service for quality assurance purposes and to observe the progress of the Service.

7. REMUNERATION

7.1. Customer shall pay the agreed remuneration for the Service as specified in the Work Order/Quote. Payment terms are 30 days from invoice date.

7.2. The Contractor shall send invoices in accordance with the agreed payment plan set forth in the Work Order/Quote. If Customer does not pay within the time stipulated, Contractor is entitled to charge interests on overdue payments at the rate of 2 (two) per cent per month. In the absence of timely payment, Contractor may cease to perform any remaining Services and withhold Results until payment for outstanding invoices has been settled by Customer.

8. LIABILITY

8.1 During the normal course of performing the Service, some experiments may fail to produce usable data or test samples may accidentally be lost or damaged. The Contractor assumes no liability for the loss of the Customer samples. Results will vary depending on the quality of the Customer's sample(s) and the Contractor provides no warranty as to the quality of any data generated and shall not be held liable for any damage or cost incurred from the use of such data.

8.2. The Contractor shall not be liable to the Customer for any indirect or consequential loss or damages, including, without limitation, loss of profits, unless such liability is due to the Contractor's negligence and/or wilful misconduct.

9. TERMINATION

9.1. This Agreement shall come into force on the day of the last signature hereto ("Effective Date") and shall remain in force for a period of two (2) years unless terminated earlier as provided for herein. Any extension of the term of the Agreement is subject to the written approval by authorized representatives of the parties hereto. Customer may terminate this agreement, with or without cause, upon 120 days prior written notice provided to Contractor.

9.2. If one of the parties commits a material breach of any provision of this Agreement, including any Work Order/Quote hereunder, and fails to remedy the breach within ten (10) days after written notification of the breach by the party not in default, then, the party not in default shall have the right to terminate this Agreement and/or the specific Work Order/Quote by written notice with immediate effect. The right of termination shall not be prejudicial to any other legal remedy that a party might have against the other party with respect to such breach.

9.3. In the event of either party hereto becoming insolvent, being declared bankrupt or ceasing business, the other party may terminate this Agreement with immediate effect.

9.4. Upon expiration or termination of this Agreement, the Contractor shall return any and all Confidential Information and transfer any and all Results whether completed or not as well as all copies and reproductions hereof. Any remaining Samples shall hereinafter upon the request of the Customer either be returned to Customer at the Customer's cost or discarded after three months from finishing and delivery of the data.

10. FORCE MAJEURE

10.1. Either party shall be excused from performing its obligation with respect to this Agreement if its performance is delayed or prevented by any cause beyond such party's control including, but not limited to, fire, explosion, war, insurrection, civil strife, riots, government action, pandemics or power failure. Performance shall be excused only to the extent of and during the reasonable continuance of such disability.

11. AMENDMENT

11.1. This Agreement, including its appendices, may not be modified, changed or discharged, fully or in part, except by an agreement in writing signed by authorized representatives of the parties. Notwithstanding the foregoing, the contact persons named in the applicable Work Order/Quote shall be entitled to make written changes and/or modifications to the applicable Task Order within the scope of the Work Order/Quote and this Agreement.

12. LAW

12.1. The Services are performed under Danish law and this Agreement shall be governed by the laws of Denmark without regard to the conflict of laws provisions.