

**TERMS AND CONDITIONS
FOR THE PURCHASE OF PRODUCTS AND SERVICES BY POLYPEPTIDE GROUP**

1. General

- a. These terms and conditions (hereinafter “Terms and Conditions”) shall apply to all oral or written contracts, including but not limited to any confirmed Purchase Orders (as defined below) (collectively, “agreements”) entered into by PolyPeptide Group AG and/or any of its direct or indirect subsidiaries (“PolyPeptide”) and a supplier of PolyPeptide (“Supplier”) for the sale and purchase of (i) products and/or materials produced and/or supplied by Supplier (“Product(s)”) and/or (ii) services rendered by Supplier (“Services”), unless, in each case, otherwise subject to a Purchase Agreement or another express written agreement between the Parties that explicitly waives the applicability hereof. Different or additional specific terms agreed on by the Parties in a written agreement or offered by PolyPeptide in writing shall prevail over these Terms and Conditions, with the exception of any terms and conditions of the Supplier or standard industry templates and/or forms, which are in all cases excluded.
- b. For the purposes of these Terms and Conditions the term (“Party”) shall mean PolyPeptide or the Supplier and where used in the plural shall mean PolyPeptide and the Supplier.
- c. Supplier understands that PolyPeptide has the right to purchase the Products and Services from other suppliers.

2. Purchase Orders and Confirmation

All Purchase Orders by PolyPeptide for Products shall be made in writing. A Purchase Order shall constitute an offer by PolyPeptide to purchase Products or Services in accordance with these Terms and Conditions. Each Purchase Order shall be deemed to be accepted and confirmed when the Supplier (i) issues a written acceptance/confirmation of the Purchase Order or (ii) does any act consistent with fulfilling the Purchase Order (including, but not limited to, shipment of the Products or indicating that it is manufacturing such Products). Delivery schedules and dates will be specified in each Purchase Order and will become binding upon Supplier’s acceptance/confirmation of the Purchase Order (each a “Delivery Date”).

3. Delivery

- a. Terms of delivery for delivery of Products shall be DDP (INCOTERMS 2020) at the named place set out in the Purchase Order. Title to the Products is transferred to PolyPeptide at the time of delivery of the Products in accordance with this Section 3.
- b. Supplier is responsible for obtaining and maintaining any export and import license(s) and all other certifications, permits, etc. required for delivery of the Products.
- c. Supplier shall promptly issue and provide all documentation that may be required by law, regulation or reasonably requested by PolyPeptide regarding the export and import of the Products and provide a copy of the foregoing to PolyPeptide.
- d. All Products shall be packaged according to PolyPeptide’s instructions and/or the applicable safety data sheet for the shipment of materials to be used in the manufacture of

pharmaceutical and/or biological products in a manner sufficient to ensure receipt in an undamaged condition. Each delivery shall be accompanied by a delivery note which states the Purchase Order number, the date of the order, the type and quantity of Products and any applicable storage instructions.

- e. Supplier shall manufacture and deliver the amount of each Product in one batch. If Supplier wishes to manufacture and deliver Product in more than one batch, it must be approved by PolyPeptide in advance. In addition, Supplier shall make no partial delivery or delivery before the Delivery Date unless expressly agreed by PolyPeptide.
- f. If the Supplier anticipates any difficulty in complying with a Delivery Date or any of its other obligations under any agreement, the Supplier shall promptly notify PolyPeptide in writing.
- g. In the event that Supplier fails to supply any Product in accordance with the agreed Delivery Date (“Delivery Delay”), Supplier shall, on demand, pay liquidated damages equal to ten percent (10%) of the value of the delayed Product per commenced week of delay. Any such penalty for a delayed Product shall not exceed an amount equal to fifty percent (50%) of the value of that delayed Product. The payment of such liquidated damages shall be without prejudice to PolyPeptide’s other rights and remedies available to it under law or contract.

4. Non-conformity

In the event that all or any Product does not conform with the specifications, the warranties set forth in the agreement and/or comply with any applicable technical quality agreement (a “non-conforming Product”), Supplier, at PolyPeptide’s option, shall either (i) promptly replace such non-conforming Product or (ii) reimburse or credit PolyPeptide the related payment of such non-conforming Product. In addition, Supplier shall compensate PolyPeptide for any costs, losses and damages that arise as a consequence of such non-conforming Product. Any claims in respect of non-conforming Product(s) shall be made promptly in writing to Supplier.

5. Prices

Supplier will furnish the Products at the prices stated in the Purchase Order and will issue an invoice upon delivery in accordance with Section 6. Such prices are fixed and comprise all performance by Supplier under an agreement, including raw materials, storage, overhead, transport/freight to the specified delivery point, approvals, testing, analysis, documentation, equipment, applicable taxes and other government charges and all customs duties, fees, or charges that must be separately itemized on all the Supplier’s invoices. To the extent that value added tax (or any equivalent tax) is properly chargeable on the supply to PolyPeptide of any Product, PolyPeptide will pay the tax as an addition to payments otherwise due to the Supplier under the Purchase Order, only if the Supplier provides PolyPeptide with a value-added tax (or equivalent tax) invoice alongside the invoice issued by Supplier upon delivery.

6. Terms of Payment

Unless agreed in writing, payment is due 90 days from the date of PolyPeptide's receipt of the relevant invoice; provided that the Products have been delivered free of any non-conformities and that the invoice has been prepared in accordance with PolyPeptide's requirements.

7. Representations and warranties

- a. Supplier warrants, represents and covenants that:
- i. it has or will acquire the necessary permits, facilities, knowledge and personnel for the manufacture and delivery of the Product(s) pursuant to the terms of the agreement;
 - ii. the Product(s) shall be manufactured and provided in conformity with the specifications and any technical quality agreement;
 - iii. the Product(s) shall be suitable for the intended purpose and shall be new, merchantable, of good quality and free from all defects in design, materials, construction and workmanship;
 - iv. the Product(s) shall not infringe the intellectual property rights of any third party;
 - v. the Product(s) shall be delivered free from all liens and other encumbrances;
 - vi. the Product(s) shall be delivered with all required licenses which shall remain valid and in place, and with the scope to properly cover the intended use and all such licenses shall include the right to transfer and the right to grant sublicenses;
 - vii. the Product(s) shall conform with all applicable laws and regulations;
 - viii. it has the right and authority to enter into an agreement with PolyPeptide and perform its obligations under the agreement and that it will perform all of its obligations under the agreement in accordance with all applicable laws; and
 - ix. it will comply with PolyPeptide's Supplier Code of Conduct and Global Supply Chain Policy on Child Labor (available online at www.polypeptide.com).
- b. It is expressly agreed and acknowledged by the Parties that the above warranties are not exhaustive and shall not be deemed to exclude any warranties implied by law or other rights or warranties which PolyPeptide may be entitled to.

8. Insurance

During the term of any agreement and for three (3) years thereafter the Supplier shall maintain in force, with a reputable insurance company acceptable to PolyPeptide, (i) professional indemnity insurance, (ii) product liability insurance and (iii) public liability insurance to cover any liabilities that may arise under or in connection with an agreement (including for each shipment of Products, the full replacement value of such Products), and on PolyPeptide's written request shall produce the insurance certificate giving the details of such insurance and the receipt of the current year's premium for such insurance.

9. Confidentiality

- a. "Confidential Information" means any and all information disclosed by a Party to the other or that relates to the agreement or its contents, regardless of whether the information has been documented as such or not. Each receiving Party shall retain in strict confidence and not disclose or otherwise communicate to any third party any Confidential Information of the disclosing Party. The Parties shall not use any Confidential Information of the disclosing Party for any purpose other than for the performance of the obligations of the Parties pursuant to the agreement.
- b. The provisions of this Section 9 shall not apply to any Confidential Information which was either (i) independently developed or known by the receiving Party prior to its disclosure, as evidenced by written records; or (ii) is (or becomes) available in the public domain or has been lawfully disclosed to the receiving Party on a non-confidential basis; or (iii) is required to be disclosed by the receiving Party to the officials of a regulatory authority or to comply with applicable laws or regulations.
- c. The confidentiality obligations of the Parties of this Section 9 shall remain binding upon both Parties for a period of ten (10) years after the termination of the agreement between the Parties.

10. Intellectual Property

- a. Each Party will retain ownership of all rights, title and interest in and to its Confidential Information and any intellectual property existing: (a) as of the effective date of the agreement, or (b) acquired by such Party during the term, but arising outside the scope of the agreement.
- b. Any and all Intellectual Property made, conceived or reduced to practice by Supplier in the conduct of the services, whether patentable or not, that relates to the Product(s) ("Project Inventions") shall be solely owned by PolyPeptide, and Supplier shall assign and hereby does assign all of its right, title and interest in and to such Project Inventions to PolyPeptide. In addition, Supplier hereby grants PolyPeptide a worldwide, non-exclusive, irrevocable, sublicensable in multiple tiers, paid-up, royalty free license to such Supplier intellectual property to make, have made, use, offer for sale, sell, import and export all Product(s).

11. Indemnification

Supplier will indemnify, defend and hold harmless PolyPeptide from and against any and all liability, damage, loss, cost or expense (including reasonable attorney's fees, costs and amounts paid in settlement) that it may suffer as a result of any claims, demands, actions or other proceedings made or instituted by any third party against PolyPeptide and arising out of or relating to: (a) the Product(s); (b) violation, infringement or misappropriation of any third party intellectual property rights to the extent relating to the Product(s); (c) breach by Supplier of any representation, warranty, covenant or other term of the agreement or any Purchase Order; and (d) violation by Supplier of any applicable laws.

12. Term and Termination

- a. The agreement shall be effective upon (i) the effective date set forth in the agreement, or (ii) if no effective date, the

date of the last signature and shall terminate upon completion of the obligations set forth therein.

- b. Either Party may terminate an agreement: (i) upon or after the breach of any material term or condition of these Terms and Conditions or the agreement by the other Party if the other Party has not cured such breach within ninety (90) days after written notice thereof by the non-breaching Party; or (ii) if the other Party voluntarily commences any action or seeks any relief regarding its liquidation, reorganization, dissolution or similar act or under any bankruptcy, insolvency or similar law; or (iii) if a proceeding is commenced or an order, judgement or decree is entered seeking the liquidation, reorganization, dissolution or similar act or any other relief under any bankruptcy, insolvency or similar law against the other Party, without its consent, which continues undismissed or unstayed for a period of ninety (90) days.
- c. The expiration or the termination of the agreement between the Parties shall not relieve the Parties of their obligations incurred prior to such expiration or termination. All provisions that, by their express or implied terms, are meant to survive termination or expiration shall continue irrespective of such termination or expiration.

13. Miscellaneous

- a. Assignment. An agreement between the Parties and their rights or obligations an agreement, other than monetary claims, may be assigned or delegated only with the written consent of the other Party.
- b. Amendment. An agreement may not be altered, amended or modified except by a written document signed by both Parties.
- c. Waiver. The failure by either Party at any time to enforce any of the terms of these Terms and Conditions or any agreement between the Parties or to exercise any right under these Terms and Conditions or any agreement shall not constitute or be construed to constitute a waiver of the same or affect that Party's rights thereafter to enforce or exercise the same.
- d. Severability. If any portion of these Terms and Conditions or an agreement is held invalid by a court of competent jurisdiction, such portion shall be deemed to be of no force and effect and these Terms and Conditions or an agreement shall be construed as if such portion had not been included herein or therein (as the case may be).
- e. Counterparts. An agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument. The Parties irrevocably and unreservedly agree that an agreement may be executed by way of electronic signatures, which shall have the same force and effect as an original signature.

14. Governing law and disputes

- a. For PolyPeptide entities located in Europe or India, these Terms and Conditions and any agreements shall be exclusively governed by and construed in accordance with substantive laws of England and Wales without application of conflict of laws principles or any international treaties, such as the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any dispute,

controversy or claim arising out of, or in relation to, these Terms and Conditions and any agreement shall be resolved by arbitration in accordance with the London Court of International Arbitration Rules (the "Rules") in force on the date when the notice of arbitration is submitted in accordance with the Rules. The number of arbitrators shall be three. The seat of the arbitration shall be London, England. The arbitral proceedings shall be conducted in English.

- b. For PolyPeptide entities located in the U.S., these Terms and Conditions and any agreements shall be exclusively governed by, construed and interpreted in accordance with the internal laws of the State of Delaware, without giving effect to principles of conflicts of laws or any international treaties, such as the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any dispute, controversy or claim arising out of, or in relation to, these Terms and Conditions or any agreement shall be resolved by a single, neutral arbitrator chosen by the parties, conducted under the Commercial Arbitration Rules of the American Arbitration Association, and conducted in Los Angeles County, California. Any remedy available from a court under the law shall be available in the arbitration. The award rendered by the arbitrator may be entered in any court having jurisdiction. The costs of the arbitration filing fee, arbitrator's compensation, and facilities fees will be split by the parties. Each Party shall pay for its own attorneys' fees and costs.