

**TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS AND SERVICES OF 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 Offers and Purchase Orders (each defined below) (collectively, “agreements”) entered into by PolyPeptide Group AG and/or any of its direct or indirect subsidiaries (“PolyPeptide”) and a customer of PolyPeptide (“Customer”) for the sale and purchase of (i) peptides, oligonucleotides, intermediates, derivatives or any other substances produced and/or supplied by PolyPeptide (“Product(s)”) and/or (ii) chemical and/or formulation processes, product research, development and manufacturing services, regulatory, analytical or other services rendered by PolyPeptide (“Services”), unless, in each case, otherwise subject to a Master Services Agreement, Supply 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 Customer 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 Customer and where used in the plural shall mean PolyPeptide and the Customer.
- c. Customer understands that PolyPeptide has the right to manufacture and supply the Products and Services to other customers.

**2. Offers**

- a. Any offers, quotations or proposals submitted by PolyPeptide to Customer for Products or Services (“Offer(s)”) are non-binding. Upon acceptance of an Offer by Customer, PolyPeptide shall be obliged to deliver Products or perform Services only upon confirmation by PolyPeptide in writing.
- b. Customer acknowledges that statements or forecasts made by PolyPeptide in Offers or otherwise as to the availability of certain Products, Services, production capacities, or delivery or completion dates are non-binding estimates and may be altered subsequently as a result of capacity limitations or any other obstacles.

**3. Purchase Orders and Pricing**

- a. **Purchase Orders.** Customer shall issue purchase orders to PolyPeptide or countersign the applicable Offer authorizing PolyPeptide to commence the manufacture of Products or the performance of Services (each, a “Purchase Order”). Any such Purchase Order shall adequately identify the Products or Services that are being ordered by Customer, the quantities, and the pricing. PolyPeptide shall confirm whether it will meet Customer’s Purchase Order within ten (10) business days after receipt thereof (“Order Confirmation”). After receipt by the Customer of an Order Confirmation, the Purchase Order shall be non-cancellable.
- b. **Pricing.** The pricing and other commercial terms in the Purchase Order must be in line with and match the latest Offer (if applicable). For the avoidance of doubt, prices in Offers (and Purchase Orders) do not include shipping, insurance or any applicable sales, use, value-added, excise, and/or withholding taxes, customs duties, fees or import fees. All shipping, taxes, import fees and other charges imposed in connection with the sale and delivery of the Product or the performance of the Services, except income taxes imposed upon PolyPeptide, will be paid by Customer. In the event PolyPeptide pays any such fees, taxes or charges, Customer will promptly reimburse PolyPeptide therefor. If any changes in the costs for raw materials, ingredients, transport, energy or regarding exchange rates, duties, taxes or governmental charges occur before delivery and such change affects PolyPeptide’s costs, PolyPeptide shall be entitled to adjust the price accordingly.
- c. **Price Adjustment.** Upon written notice to Customer, PolyPeptide may immediately increase the prices related to the performance of Services and/or the manufacture of Product, including in relation to executed Purchase Orders to reflect (i) an increase in PolyPeptide’s variable costs (e.g., materials, wages or energy) by two percent (2%) or more or (ii) any material

change in an environmental, safety or regulatory standard that substantially impacts PolyPeptide’s costs and ability to perform the Services or manufacture the Product. PolyPeptide shall supply reasonable supporting documentation to Customer detailing such price increase.

**4. Release and Delivery**

- a. **Commencement and Delivery Dates.** PolyPeptide will schedule a commencement date for the Services or manufacturing of the Products upon receipt of a Purchase Order. Commencement dates and performance timelines under a Purchase Order are dependent upon capacity and materials availability as of the date PolyPeptide receives the Purchase Order. Delivery dates provided by PolyPeptide are best estimates based on prevailing conditions when given, and PolyPeptide will not be in breach of these Terms and Conditions or the agreement or otherwise liable to Customer for failing to meet any delivery dates.
- b. **Release and Shipping.** Products shall be released upon completion of each Purchase Order. Ownership and risk of loss transfers to Customer upon release of the Product, and Customer shall have sole responsibility for insuring the Product after release. PolyPeptide will furnish the shipping containers according to Customer’s specifications. Each container will carry a caution statement as required by the applicable regulations in the country of shipping, transit and destination. Where available, the Material Safety Data Sheet (“MSDS”) will be included with each shipment. Terms of shipment are EXW PolyPeptide Dock (INCOTERMS 2020). Upon request, PolyPeptide shall arrange for shipping at Customer’s expense to the address specified by Customer. Each shipment of released Products hereunder shall include a certificate of compliance. Customer shall have the opportunity to review all master batch and production records, in-process batch data, and other documents associated with manufacture of the Product at the PolyPeptide premises. Such documents will be in English.
- c. **Title:** Title to the Product shall not pass to the Customer until full payment of the purchase price for the relevant Product.

**5. Payment Terms**

- a. Unless otherwise agreed, PolyPeptide will invoice Customer upon release of the Product as set forth in Section 4 or upon completion of Services, as the case may be, or otherwise as agreed in writing. Customer will pay any and all undisputed invoices within thirty (30) days of the date of the invoice.
- b. If Customer, in good faith, disputes any portion of any invoice, it shall promptly notify PolyPeptide in writing and specify the details behind such dispute.
- c. In the event of any delay in payment, PolyPeptide is entitled to interest on the amount overdue from the due date at an annual interest rate corresponding to the greater of 15% or the maximum amount permitted by law (see also Section 15).

**6. Warranties**

- a. **PolyPeptide Warranties.** PolyPeptide warrants that: (i) it has or will acquire the necessary permits, facilities, knowledge, specialists and personnel for the manufacture of the Product and/or performance of Services; (ii) all services shall be provided in accordance with applicable regulatory standards and specifications set forth in the agreement (“Specifications”); and (iii) it is not debarred and, to the best of its knowledge, has not and will not use in performing its obligations under an agreement in any capacity the services of any person or contractor debarred pursuant to applicable regulations.
- b. **Customer Warranties.** Customer warrants that: (i) the information, materials, data, product, specifications, MSDS (if available), intellectual property, confidential information and all other technical information and know-how provided to PolyPeptide for the manufacture of the Product or for the Services provided hereunder (“Customer Data”): (a) is owned by or properly licensed to Customer; (b) Customer has a right to disclose such Customer Data to PolyPeptide for the manufacture of the Product or for the Services provided hereunder, as set out in the agreement; and (c) does not infringe any third party intellectual property rights; (ii) it has the right and

authority to and perform its obligations pursuant to the agreement and that it will perform all of its obligations pursuant to the agreement in accordance with all applicable laws, rules and regulations; and (iii) it will comply with PolyPeptide's Code of Business Conduct and Ethics (available online at www.polypeptide.com).

- c. POLYPEPTIDE EXTENDS NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND POLYPEPTIDE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 7. Manufacturing and Quality

- a. Technical and Quality Agreement. The Parties may enter into a technical and quality agreement that outlines the roles and responsibilities of the Parties with respect to the quality of the Services and/or manufacturing of the Products to be provided ("Technical and Quality Agreement"). Any breach of any Technical and Quality Agreement will be deemed a breach of the agreement. In the event of any conflict between the terms of any Technical and Quality Agreement and the agreement (together with these Terms and Conditions) solely with respect to Product quality or compliance, the terms of any Technical and Quality Agreement will prevail.
- b. Safety Information. Where applicable, the Customer will furnish a MSDS for all Customer supplied materials and the Product. Customer will promptly advise PolyPeptide of any adverse events or new safety information made known to Customer that Customer reasonably determines are directly related to the Product.
- c. Inspection and Rejection of Product. Customer will have the right to reject any Product that has not been manufactured in compliance with the Specifications. Customer shall have a period of thirty (30) days after receipt of any Product to inspect such delivered Product and notify PolyPeptide in writing that Customer rejects such Product for nonconformity and the grounds for such rejection. If Customer does not so notify PolyPeptide of Customer's rejection of any Product within such 30-day period, then Customer shall be deemed to have accepted the Product and Customer shall be deemed to have waived all of its rights based on the non-conformity.
  - i. Customer's right of rejection will be exercised by delivery of written notice to PolyPeptide. Any quantities of Product that are rejected pursuant to this Section 7(c) will be returned to PolyPeptide, where PolyPeptide will only will bear the expense if the non-conformity is agreed by both Parties.
  - ii. If PolyPeptide disputes Customer's basis for rejecting the Product, and that basis is related to measured attributes then the rejected Product will be tested by an independent testing laboratory mutually agreed upon by the Parties. The independent laboratory's determination will be final and binding on the Parties. The cost of such testing will be borne by PolyPeptide if the independent laboratory confirms that the Product in question is nonconforming. Otherwise the costs will be borne by Customer.
  - iii. If PolyPeptide disputes Customer's basis for rejecting the Product, and that basis is related to compliance with cGMP then the manufacturing records pertaining to the rejected Product will be reviewed by an independent cGMP consulting firm mutually agreed upon by the Parties. The independent consultant's determination will be final and binding on the Parties. The cost of such consultation will be borne by PolyPeptide if the independent consultant confirms that the rejected Product is nonconforming. Otherwise the costs will be borne by Customer.

## 8. Intellectual Property Rights

- a. "Intellectual Property" means, collectively, patents, trademarks, copyrights, know-how, trade secrets, inventions, data, documentation, and any other intellectual property (whether or not protectable under patent, trademark, copyright or similar laws).
- b. All Intellectual Property owned by PolyPeptide shall remain the sole property of PolyPeptide. All Intellectual Property owned by Customer shall remain the sole property of Customer.

- c. Customer shall grant to PolyPeptide a cost-free, non-exclusive and non-transferrable license to use Customer's Intellectual Property necessary or useful for the manufacture of the Products or the rendering of the Services.
- d. Unless otherwise agreed in writing, all rights, title and interest in Intellectual Property developed by PolyPeptide in the manufacturing of the Products or the rendering of the Services shall be the sole property of PolyPeptide.

## 9. Confidentiality

- a. "Confidential Information" means any and all information disclosed by a Party to the other or that relates to their 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 their agreement between the Parties.

## 10. Indemnification and Limitation of Liability

- a. PolyPeptide Indemnification. PolyPeptide will indemnify, defend and hold harmless Customer from and against any and all liability, damage, loss, cost or expense (including reasonable attorney's fees, costs and amounts paid in settlement) (collectively, "Losses") that it may suffer as a result of any claims, demands, actions or other proceedings made or instituted by any third party against Customer ("Claims") and arising out of or relating to: (i) breach by PolyPeptide of these Terms and Conditions or the agreement or (ii) violation by PolyPeptide of any applicable laws, rules, or regulations, in each case, if and to the extent such Claims arise directly out of PolyPeptide's gross negligence or willful misconduct.
- b. Customer Indemnification. Customer will indemnify, defend and hold harmless PolyPeptide from and against any Losses that it may suffer as a result of any Claims arising out of or relating to: (i) the Product; (ii) the use by Customer of the Product; (iii) infringement of any third party's Intellectual Property relating to PolyPeptide's use of any Customer Intellectual Property or Customer Data; (iv) breach by Customer of these Terms and Conditions or the agreement; and (v) violation by Customer of any applicable laws, rules, or regulations. The foregoing indemnification obligation will not apply to any Claim to the extent it arises directly out of PolyPeptide's gross negligence or willful misconduct.
- c. Proceedings. The Party against which such Claim is made shall provide the other Party with prompt notice of such Claim and the exclusive ability to defend or settle any such Claim; provided, however, that no settlement or compromise shall be binding on a Party without its prior written consent, which consent shall not be unreasonably withheld.
- d. Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DOWNTIME COSTS, LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION OR COST OF COVER) REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION IS INDEPENDENT OF ANY OTHER REMEDY SET FORTH IN THE AGREEMENT.

To the fullest extent allowed by law, PolyPeptide's aggregate liability to Customer pursuant to these Terms and Conditions or any agreement is

limited to the lesser of (i) average sales of PolyPeptide of the Product and/or Service to Customer under the respective agreement in the preceding twelve (12) months or (ii) EUR 200,000 (two hundred thousand euros).

For clarification, PolyPeptide Group AG and its direct or indirect subsidiaries shall not be liable jointly and severally for any claims of the Customer.

#### 11. 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. Except as otherwise provided in Section 12 regarding force majeure, either Party may terminate an agreement: (i) upon or after the breach of any material term or condition of these Terms and Conditions or an 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.

#### 12. Force Majeure

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached any material term or condition of these Terms and Conditions or an agreement for failure or delay in fulfilling or performing any term to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including but not limited to fires, earthquakes, floods, sanctions, embargoes, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, pandemics, epidemics, acts of God or acts, omissions or delays in acting by any administrative authority or other Party. Each Party will promptly notify the other Party if, for any of the events referred to herein, such Party is unable to meet at any time for performance specified in an agreement, and the affected Party shall use commerciality reasonable efforts to resume performance as soon as possible. In the event that such causes continue for more than ninety (90) days, each Party will have the right to terminate an agreement and neither of the Parties will have a right to reimbursement or any claim for damages as a result of the cancellation.

#### 13. Export control and sanctions

- a. The Parties represent and warrant that they are aware of the fact that the proposed transactions are subject to all applicable sanctions, export control, and anti-boycott laws and regulations of the United States, the European Union, the United Kingdom, and any other country with jurisdiction over activities undertaken in connection with the transactions ("Sanctions and Trade Controls Laws").
- b. Each Party undertakes that, at all times, in the performance of their obligations in connection with an agreement, it will not take any action that causes the other Party to violate or otherwise become exposed to penalties under any Sanctions and Trade Controls Laws.
- c. Neither Party shall be required to take or refrain from taking any action, nor shall it be required to furnish any information, that would be prohibited under any Sanctions and Trade Controls Laws.
- d. The Customer undertakes to provide all information and documents required for the export or transfer of the Products. Delays due to export

examinations or permission procedures shall set aside any time limits and delivery periods. If the necessary permissions are not granted, or if the delivery is not capable of being permitted, the agreement between the Parties shall be deemed as not concluded with regard to the parts of it that are concerned.

- e. PolyPeptide may terminate any agreement with immediate effect if, in PolyPeptide's sole discretion, the Customer breaches any the foregoing clauses or, in PolyPeptide's sole discretion, PolyPeptide's performance of its obligations may breach or be penalizable under the Sanctions and Trade Controls Laws. In the event of termination, the assertion of any claim for damages or the assertion of other rights by the Customer based on the suspension or termination shall be excluded.

#### 14. Miscellaneous

- a. Assignment. An agreement between the Parties and their rights or obligations hereunder, 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 hereunder 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.

#### 15. 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 Sweden 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 Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution (the "Rules") in force on the date when the notice of arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one or three. The seat of the arbitration shall be in Zurich, Switzerland. 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.