

## AGRISERA GENERAL TERMS AND CONDITIONS FOR SERVICES

These general terms and conditions (the "GTC") will apply to all Services provided to customers by Agrisera AB, Swedish reg. no 556263-2769, ("Agrisera"), unless and to the extent specifically otherwise agreed in writing.

By signing and returning a Price Offer (defined in Clause 2), Customer acknowledges and accepts to be bound by these GTC (See Clause 3.3).

### 1. DEFINITIONS

Unless defined elsewhere in the Agreement, the following terms shall have the meaning hereby ascribed to them.

"**Agreement**" means these GTCs constitute along with the Price Offer issued by Agrisera for Agrisera's supply of Services to Customer which has been accepted by Customer as set out in Section 2.3 and ;

"**Agrisera Background IP**" has the meaning as defined in Section 9.1.

"**Agrisera Improvements**" have the meaning as defined in Section 9.1;

"**Business Days**" mean any day (other than a Saturday, Sunday or public holiday) on which the clearing banks in Sweden are open for business;

"**Customer**" means an individual, company or other organization that accepts a Price Offer from Agrisera regarding Services;

"**Export Control Laws**" have the meaning as defined in Section 11;

"**Price Offer**" means an offer in writing from Agrisera regarding Specific Services.

"**Results**" means the antibodies and related products (including inter alia peptides and affinity columns) generated as the result of performed Services; and

"**Services**" mean Agrisera's performance of custom antibody production services.

### 2. AGRISERA PRICE OFFER

2.1 The following information must be provided by Customer before Agrisera can create a Price Offer:

- (i) VAT/Tax identification number for EU Customers;
- (ii) a corporate registration number for non-EU Customers
- (iii) delivery and invoice address; and
- (iv) name of contact person along with its e-mail address and phone number.

2.2 Before Agrisera can create a Price Offer all necessary details needed to start a custom production of antibodies must be provided by Customer to Agrisera in writing. The specifications needed will be decided on case-to-case basis in collaboration with the team at Agrisera.

2.3 The Agreement is concluded upon Customer's acceptance of a Price Offer after which the information contained in the Price Offer is binding between the parties.

### 3. PRICES AND TAXES

3.1 Customer undertakes to pay the price for Services as defined in the relevant Price Offer.

3.2 Agrisera will not cover custom duties and taxes or other fees. Customers within EU must provide VAT number when ordering. Swedish VAT of 25 % will be added to the invoices for customers in Sweden.

### 4. INVOICING AND PAYMENT

4.1 Agrisera shall provide an invoice to Customer covering approximately 50 % of the price at the midpoint of a Service and another invoice covering the remaining part of the price after delivering the Results to Customer after performance of the Services. Customer shall pay, in the currency specified in the invoice, the applicable invoiced amount within twenty (20) days of its receipt of the invoice. Customer will be charged a late payment fee of 5 % per commenced month of delay.

4.2 Customer is responsible for any bank charges that might occur when making the payment.

**5. DELAYS**

Unless specifically agreed otherwise in writing, all timelines set out in the Agreement are estimates only. Agrisera will try to meet any such specified timelines, however the performance will be depending on availability and any lead times that may apply. Agrisera will promptly inform Customer of any expected delays. However, Customer may not hold Agrisera liable for any losses, expenses or damages caused by delays in delivery.

**6. SCOPE AND PERFORMANCE OF THE SERVICES**

6.1 The scope and specification of the Services in each case shall be specified in the Agreement between Agrisera and Customer.

6.2 Customer is solely responsible for ascertaining that the Services meet the requirements of Customer, are correctly specified in the Agreement, and that the Results are suitable for Customer's intended use. Customer is also responsible for providing all information, documentation and other material required for the performance of the Services.

6.3 Agrisera will perform the Services in a safe and ethical manner and in accordance with applicable laws and regulations.

6.4 Agrisera has the right to change the immunization schedule and/or project setup if deemed necessary to comply with animal ethics codes of practice.

**7. REPORTS AND RECORDS**

Agrisera shall at reasonable intervals provide Customer with reports detailing the progress and Results of the Services. Agrisera will after delivery provide Customer with technical advice concerning the Results to a commercially reasonable extent.

**8. SUBCONTRACTORS**

Agrisera may use subcontractors for the performance of the Services, or part thereof. Agrisera shall always be responsible for any work of subcontractors retained directly by Agrisera.

**9. INTELLECTUAL PROPERTY RIGHTS**

9.1 Customer acknowledges that Agrisera owns, or has licenses to, certain methods, materials, technologies, software, approaches, techniques, inventions, processes, know-how or intellectual property, including any that becomes embodied in the Results (the "Agrisera Background IP") and that Agrisera Background IP will be used in the performance of the Services. Customer agrees that (a) all Agrisera Background IP is and shall remain the sole and exclusive property of Agrisera and (b) (i) any modifications of, derivatives of, or improvements to Agrisera Background IP and (ii) any invention, development or discovery that necessarily uses or necessarily incorporates the Agrisera Background IP (collectively, the "Agrisera Improvements") shall be the sole and exclusive property of Agrisera.

9.2 Subject to 9.1 Agrisera acknowledges that to the extent Customer owns, or has licenses to, any background IP including that embodied in the Results (the "Customer Background IP"). Agrisera agrees that (a) all Customer Background IP is and shall remain the sole and exclusive property of Customer and (b) (i) any modifications of, derivatives of, or improvements to Customer Background IP and (ii) any invention, development or discovery that necessarily uses or necessarily incorporates the Customer Background IP (collectively, the "Customer Improvements") shall be the sole and exclusive property of Customer.

9.3 Customer grants Agrisera the right to use any Customer Background IP that is provided to Agrisera by Customer for the performance of the Service and only to the extent necessary for that purpose. This is only valid for the duration of the Service and shall not affect Customer's ownership of such Customer Background IP.

9.4 The Parties agree to agree separately in writing concerning Agrisera's future use of any custom antibodies.

9.5 Customer shall ensure that no publications or presentations of Customer disclose any Agrisera Background IP or Agrisera Improvements. To the extent that Customer desires to publish or present any material disclosing Agrisera Background IP or an Agrisera Improvement, Customer may do so only after obtaining Agrisera's written consent.

**10. NO WARRANTY**

Agrisera provides no representation or warranty, including, without limitation, any implied warranty or condition regarding results obtained through the use of the Results (such as to the effect that the results will be accurate, valid or complete), of merchantability, fitness for a particular purpose or non-infringement.

**11. EXPORT CONTROL**

Customer acknowledges that Results may be subject to export control laws, regulations and orders of the United States, the European Union and/or other countries (the "Export Control Laws"). Customer shall at all times comply

with the requirements under the Export Control Laws and obtain any license, permit or authorization required to import Results.

## **12. GENERAL LIMITATION OF LIABILITY**

- 12.1 In no event shall Agrisera be liable to Customer for loss of production, loss of profit, loss of use, loss of business, loss of data, revenue or any other economic loss, or for any special, indirect, incidental or consequential loss or damages, whether or not the possibility of such loss or damages could have been reasonably foreseen and whether as a result of breach of contract, warranty or tort.
- 12.2 In no event shall Agrisera's total liability in connection with the Agreement exceed an aggregate amount corresponding to the price paid by Purchaser for Services under the Agreement.
- 12.3 The limitation of liability provided for in this Section 12 shall not apply with respect to Section 14 (Confidentiality).

## **13. FORCE MAJEURE**

Agrisera shall not be liable for any non-performance under this Agreement to the extent and for so long as performance is prevented or substantially impaired by an event over which Agrisera has no ability or authority to effectively control or influence, including but not limited to riots, strikes, wars, insurrection, rebellions, terrorist acts, civil disturbances, dispositions or orders of governmental authorities, earthquake, freeze, storm, explosion, fire, flood, inability to obtain equipment, supplies or fuel, or pandemics. A Force Majeure event suffered by a subcontractor shall also discharge Agrisera from liability.

## **14. CONFIDENTIALITY**

- 14.1 All information disclosed under this Agreement will be deemed as confidential
- 14.2 Except as provided below in this Section 14, the receiving Party of confidential information agrees to treat the same as strictly confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, confidential information so received, and shall not make use of or copy such confidential information, except for the purpose of this Agreement.
- 14.3 The provisions of this Section 14 shall not apply to any information, which the receiving Party can demonstrate; (i) is or becomes public knowledge other than by breach of this Agreement; or (ii) was in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party; or (iii) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or (iv) is independently developed by the receiving Party without use of any confidential information provided by the disclosing Party.
- 14.4 The confidentiality obligations under this Section 14 shall continue to apply for a period of five (5) years after the disclosure of the confidential information.

## **15. PERSONAL DATA**

Agrisera's Privacy Policy describes how Agrisera processes personal data provided to Agrisera when during the performance of the Services. Agrisera's Privacy Policy can be accessed at the following web address: [www.agrisera.com/en/info/privacy-policy.html](http://www.agrisera.com/en/info/privacy-policy.html). The Privacy Policy is regularly updated.

## **16. MISCELLANEOUS**

The Agreement, including with these GTCs, constitutes the entire Agreement and understanding between Customer and Agrisera with respect to Customer's purchase of Services from Agrisera.

## **17. GOVERNING LAW AND DISPUTE RESOLUTION**

The Agreement shall be construed and determined by the substantive laws of Sweden, without regard to provision on the conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute or claim arising out of or in connection with these GTCs or the breach, termination or invalidity thereof, shall be exclusively submitted to Arbitration according to the rules of the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The Arbitral Tribunal shall consist of three arbitrators to be nominated and appointed in accordance with the SCC-Rules. The language of the arbitration shall be English. Place of arbitration is Stockholm, Sweden. The Arbitral Tribunal has the express authority to submit to the Parties at any stage of the arbitration proceedings a proposal for the settlement of their dispute. The arbitral procedure shall be determined by the Arbitral Tribunal in accordance with the SCC-Rules, taking into account with respect to evidentiary proceedings the general principles of the forum arbitri. In the event that the amount in dispute of the claim is below EUR 200,000.00 (Two Hundred Thousand Euros) a Sole Arbitrator is appointed in accordance with the SCC-Rules; counterclaims or set-off defenses by a respondent are not permitted in such case.