

GENERAL TERMS & CONDITIONS OF SERVICES

1 APPLICATION

- 1.1** These General Terms & Conditions of Services apply to services provided by Selvita S.A., a company duly established and registered under the laws of Poland with its registered office in Krakow, at ul. Bobrzynskiego 14, 30-348 Krakow, Poland, entered into the register of companies of the National Court Register held by the District Court of Krakow-Srodmiemie under the number 0000779822 and all Affiliates in Selvita Capital Group (hereinafter "**Selvita**").
- 1.2** By accepting Selvita's proposals, offers or quotations for services, you agree to these terms and conditions (hereinafter "**Terms**" or "**Agreement**"), unless you have entered into a separate services agreement with Selvita, in which case the services agreement will govern over these Terms.
- 1.3** Deviations from these terms and conditions shall be valid only if explicitly agreed by the parties in writing.

2 DEFINITIONS

- 2.1** "**Affiliate**" means, with respect to a party hereto, any company or any other person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party; "control" and, with correlative meanings, the terms "controlled by" and "under common control with", as used in this paragraph, shall mean (a) the possession, directly or indirectly, of the power to direct the management or policies of a company, whether through the ownership of voting securities, by contract or otherwise, or (b) the ownership, directly or indirectly, of at least fifty percent (50%) of the voting securities or other ownership interest of a company;
- 2.2** "**Customer**" means a legal entity or a natural person procuring Selvita's services;
- 2.3** "**Customer Indemnitees**" means Customer and its Affiliates and their respective officers, directors, partners, shareholders, employees, successors, assigns and agents;
- 2.4** "**Confidential Information**" means any and all information, materials, samples, substances, compounds, compound structures, technical and non-technical data, market information, sales information, financial information, business plans, strategies, products, processes, specifications, techniques, testing procedures, research, developments, inventions, trade secrets, or commercial-in-confidence information disclosed by the disclosing party to receiving party before the Effective Date and/or during the term of this Agreement and marked as confidential. Disclosure of Confidential Information may be made electronically, orally, visually or in material form such as (by way of example and without limitation) written documents, drawings, software or other electronic media. Notwithstanding the foregoing, information which is orally or visually or in any other form disclosed to the recipient by the disclosing party or on its behalf shall be deemed Confidential Information if (i) under the circumstances of disclosure or by the nature of the information itself, it would be apparent to a reasonable person, familiar with the disclosing party's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the disclosing party or if (ii) the disclosing party, within 30 days after such disclosure, delivers to the recipient a written document or documents describing such proprietary information and referencing the place and date of such oral, visual or written disclosure and the names of the representatives of the recipient to whom such disclosure was made. Confidential Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components, or

combinations thereof are now, or become, known to the public. The restrictions on disclosure and use set out in this Agreement shall not apply to any Confidential Information which:

- 2.4.1 at the date of its disclosure by the disclosing party is in the public domain or which subsequently enters the public domain other than through any action or inaction of the receiving party;
- 2.4.2 was in the receiving party's or its Affiliate's possession prior to the time of its disclosure by the disclosing party;
- 2.4.3 was received by the receiving party from a third party (other than a person authorized by the disclosing party to disclose Confidential Information) which is lawfully in possession of such Confidential Information and is not in breach of any confidential relationship with the disclosing party;
- 2.4.4 is independently developed or generated by the receiving party or its Affiliate without reference to or use of the disclosing party's Confidential Information;
- 2.4.5 is required to be disclosed by the receiving party by applicable law, regulation or authority order, provided that the receiving party shall promptly notify the disclosing party of the requirement for such disclosure and co-operate through all reasonable and legal means, at the disclosing party's expense, in any attempts by the disclosing party to prevent or otherwise restrict disclosure of the Confidential Information; provided further that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally required disclosure;

2.5 "Selvita Indemnitees" means Selvita, its Affiliates and their respective officers, directors, partners, shareholders, employees, successors, assigns and agents.

3 CONCLUSION OF THE CONTRACT, AMENDMENTS

- 3.1** A binding contract for provision of services shall be deemed concluded when Customer notifies Selvita in writing that Customer accepts Selvita's contract proposal. The acceptance shall be deemed validly communicated if made in writing (with wet-ink signatures) or electronically by exchanging PDF signatures or via Docusign or any other platform agreed to between the parties.
- 3.2** Acceptance that includes changed or additional terms and conditions, as compared to those offered, shall be deemed a new contract proposal, which requires acceptance by the other party.
- 3.3** Amendments to a concluded contract will only be valid if made in writing and signed by authorised representatives of both parties in accordance with sec. 3.1 above.

4 PROVISION OF SERVICES

- 4.1** Selvita will provide contracted services to standards of current established practice and in compliance with applicable laws and regulations, pursuant to specific terms and conditions agreed upon with Customer and the terms and conditions contained herein.
- 4.2** Selvita's standard quality practices will govern the performance of services unless the parties have entered into a specific quality agreement, in which case the quality agreement will apply. In the event of a conflict between the terms of this Terms and an applicable quality agreement, the terms of this Agreement will govern, except to the extent that such term relates to compliance with cGMP requirements and/or applicable regulatory laws and regulations, in which case the quality agreement's term will govern.
- 4.3** Selvita shall be the prime contractor. Selvita may engage subcontractors, provided that Selvita shall obtain Customer's prior written approval for the appointment of any subcontractor to perform activities in connection with the services; unless those services are performed by Selvita's Affiliate, then such

approval is not required. Selvita shall not be relieved of any responsibilities or obligations under the contract as a result of subcontracting its obligations.

- 4.4** Unless agreed otherwise by the parties, Customer shall provide appropriate quantities of the proprietary and other materials reasonably required to perform services contracted, as well as provide Selvita with all licenses necessary to perform the services. Customer represents and warrants that Customer has the right to sublicense, transfer or use any such licenses and materials and that such materials provided to Selvita do not infringe any third parties IP rights.

5 CHANGE ORDERS

Should Customer require changes to the services after conclusion of the contract, Customer will provide Selvita with a written change order detailing required changes, upon which the parties shall discuss in good faith on appropriate changes to the contract that would be commercially acceptable to both parties.

6 PRICES AND PAYMENT

- 6.1** Remuneration for services provided by Selvita, increased by applicable value added tax, shall be paid into the bank account of Selvita indicated on the invoice. The payment shall be made within thirty (30) days from the receipt by Customer of a properly issued invoice.
- 6.2** Customer shall reimburse Selvita for authorized expenses paid or incurred by Selvita directly in connection with performing the services, provided that such expenses are predefined and authorized by the Customer in written form (including e-mail) and are incurred by reason of the delivery of services requested. Unless provided for otherwise in an agreement, offer or statement of work (if applicable), the overall purchase's cost of project-specific materials will be re-invoiced based on the actual purchase price with a mark-up (if applicable), including in particular costs of transportation, customs and handling fees. The expenses should be supported by itemized accountings and expense receipts submitted to Customer prior to any reimbursement.
- 6.3** Customer shall pay taxes (including value added tax), if any, required to be paid by Selvita in respect of fees for services, which taxes shall be added to the price of the services provided or invoiced separately. For clarity, any taxes imposed upon Selvita's net income, revenues, gross receipts, personnel or real or personal property or other assets shall remain the responsibility of Selvita.
- 6.4** All payments required to be made to Selvita hereunder shall be adjusted at the beginning of each calendar year to reflect the impact of inflation, as measured by the consumer price index for Poland announced by the President of National Statistical Office (GUS).

7 INTELLECTUAL PROPERTY

- 7.1** All data, materials and information of every kind supplied to Selvita by Customer and all data, inventions, discoveries, deliverables, findings, results and/or any other intellectual property whether patentable or not, developed or generated by Selvita in the course of performing the services pursuant to the Agreement ("**Results**"), subject to section 7.2 below shall be the sole and exclusive property of Customer and Customer shall have the right to make whatever use it deems desirable of any such property. Selvita shall not, without the prior written consent of Customer, publish, disseminate, or otherwise disclose to any third party any such Results (except such disclosure as may be required by law), or use any such Results for any purpose other than the performance of the services. With respect to any Results of the Agreement, that are conceived, gained, or reduced to practice by Selvita in the course of performing its obligations under this Agreement, Selvita agrees: (i) to disclose promptly any such Results to Customer; and (ii) to assign and transfer to Customer all rights, title, and interest in and to any and all such Results upon the request of Customer at Customer's expense.

7.2 Customer acknowledges that Selvita possesses certain inventions, processes, know-how, trade secrets, and other intellectual property including analytical methods, procedures, techniques, manuals, financial information, computer expertise and any software, each of which Selvita owns or controls prior to the Effective Date or independently of this Agreement and which relates to Selvita's business or operations (collectively, "**Selvita Property**"). Any Selvita Property or improvements thereto which are improved, modified, developed or otherwise used by Selvita under or during the term of this Agreement that do not use, reference, incorporate or rely upon Customer's Confidential Information, materials or Results (such improvements, "**Selvita Improvements**") shall be the sole and exclusive property of Selvita (and at the request of Selvita Customer hereby assigns its rights in all such inventions to Selvita which are not specific for the services); provided however, that if Selvita incorporates or permits to be incorporated any Selvita Property or Selvita Improvements into any of Customer's Results, Selvita hereby grants to Customer a non-exclusive, royalty-free, irrevocable, worldwide, fully paid-up, transferable license (with rights to sublicense through multiple tiers of sublicensees) to use and exploit such Selvita Property and Selvita Improvements solely to the extent required for Customer to make use of or otherwise exploit Customer's Results.

8 CONFIDENTIALITY

8.1 During the term of this Agreement and for a period of seven (7) years thereafter, receiving party: (i) shall keep strictly confidential all Confidential Information, (ii) shall not disclose to any third party any Confidential Information except as expressly permitted under this Agreement, and (iii) shall use the Confidential Information only for the purposes expressly permitted by this Agreement.

8.2 All Confidential Information disclosed by the disclosing party shall remain the exclusive and valuable property of the disclosing party. Receiving party shall, upon completion of contracted services or on written request of disclosing party, promptly return to the disclosing party or destroy (with proof of such destruction) any of the disclosing party's Confidential Information in its possession, provided however, that the receiving party shall be entitled to retain one (1) copy of Confidential Information solely for the purposes of compliance with regulatory requirements.

8.3 The Receiving Party may disclose Confidential Information to those of its employees or subcontractors who are bound by confidentiality and non-use terms that are no less restrictive than the ones in this Agreement and who necessarily need to know such Confidential Information for the performance of the services. Receiving Party shall be responsible for any breaches of the confidentiality and/or non-use obligations set forth in this Agreement by any of its employees, agents and consultants.

9 WARRANTIES

Except as expressly set forth herein, and to the extent permitted by law, Selvita gives no express or implied warranty for services provided hereunder, including but not limited to warranty of merchantability or fitness for a particular purpose or non-infringement.

10 LIMITATION OF LIABILITY

10.1 Selvita's total liability for any claim of any kind resulting from, arising out of or related to Agreement or any statement of work is limited to direct money damages not exceeding the amount paid or payable for services to which the liability is related to.

10.2 Neither party shall have any liability under or in any way related to Agreement for any loss of profit or revenue or for any consequential, indirect, incidental, special, punitive, or exemplary damages, even if a party is aware of the possibility of such loss or damages.

11 INDEMNIFICATION

11.1 Indemnification by Customer. Customer agrees to indemnify, defend and hold harmless Selvita Indemnitees from and against any and all third party claims, demands, losses, damages, liabilities, lawsuits, costs and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") arising out of or in connection with (a) any gross negligence or willful misconduct of Customer in connection with this Agreement; (b) a material breach by Customer of its obligations under this Agreement; (c) Selvita's use of materials provided by or for the Customer in accordance with the terms of the Agreement and any claim made against Selvita for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Selvita's use of any materials, information, samples, documentation or other items provided by the Customer to Selvita and the use of the Results by the Customer.

11.2 Indemnification by Selvita. Selvita shall indemnify, defend and hold harmless Customer Indemnitees from and against any Losses arising out or in connection with: (a) any gross negligence or willful misconduct of Selvita in the performance of the services; or (b) any material breach by Selvita of its obligations under the Agreement.

11.3 Indemnification Procedure. A party shall promptly notify the indemnifying party in writing of any claim for which the indemnitee party intends to claim indemnification hereunder and the indemnifying party shall have the exclusive right to control the defense and/or settlement of such claim; provided that the indemnitee party shall: (a) reasonably assist (and cause its representatives to reasonably assist) the indemnifying party and (b) have the right to participate, at its own expense, with counsel of its own choosing, in each case, in the defense and/or settlement of such claim; provided further that the indemnifying party shall not settle a claim in a manner that admits fault on behalf of, or imposes conditions or obligations on, the indemnitee party or its representatives without the indemnitee party's prior written consent.

12 FORCE MAJEURE

12.1 Any incident or circumstance beyond the parties' reasonable control, such as natural occurrences, pandemic, war, strike, lock-out, shortage of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, act of government, or any similar and unforeseeable incident or circumstance, shall relieve the affected party from its obligations under this Agreement for the duration of such incident or circumstance and to the extent of the effects resulting therefrom. If any such case occurs, the party affected shall inform the other party in writing immediately indicating the presumable duration and extent of such contingency. Moreover the party affected shall promptly use all reasonable efforts to settle such contingencies so that the performance of its obligations under this Agreement can be resumed as soon as possible.

13 APPLICABLE LAW AND JURISDICTION

13.1 This Agreement, the rights of the parties and all actions arising in whole or in part under or in connection therewith, will be governed by and construed in accordance with Polish law, without giving effect to any choice of law or conflict of laws provision or rule that would cause the application of the laws of any other jurisdiction. Each Party irrevocably agrees to submit to the exclusive jurisdiction of Polish courts having the jurisdiction over the registered seat of Selvita over any claim or matter arising from or in connection with this Agreement or the legal relationships established by this Agreement.

14 REMEDIES

14.1 Remedies. The parties will attempt in good faith to resolve any dispute arising hereunder prior to filing any action to enforce any rights, or seek any remedy. If the parties are unable to resolve any such dispute within 30 days, each party may seek any remedy legally available in accordance with this Agreement.

14.2 The parties agree that in the event that any services, including, without limitation, any Results provided to the Customer hereunder, fail to conform to any specifications therefor agreed to in writing by the Parties, or in the event of a material error by Selvita in the performance of any services hereunder which renders such services invalid for their intended purpose, Selvita will (a) repeat the faulty part of services at Selvita's own cost, or if it is impossible (b) refund to the Customer the full amount paid for such faulty part of services.

15 TERMINATION

15.1 Either party may terminate the Agreement in its entirety with or without cause upon at least ninety (90) days prior written notice to the other party, specifying the date upon which such termination shall be effective.

15.2 Either party may terminate the Agreement (with a written notice) with immediate effect if: (i) the other party materially breaches any term of the Agreement and fails to remedy that breach within thirty (30) days of receiving written notice requesting the party to do so or (ii) either party becomes insolvent or has a liquidator or a receiver appointed, or commences to be wound up (other than for the purpose of amalgamation or reconstruction).

15.3 In case of termination, Customer shall pay fees for services rendered prior to the effective date of termination and reimburse Selvita for documented expenses in a manner consistent with the Agreement.