



**STANDARD TERMS AND CONDITIONS FOR
DISCOVERY AND RESEARCH SERVICES**

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These Standard Terms and Conditions (the "**Agreement**") govern the provision of Services by Axxam S.p.A., an Italian company with registered office in Via Meucci 3 - 20091 Bresso (Milan), Italy ("**AXXAM**") to the Client.

1. DEFINITIONS

1.1 "**Affiliate**" shall mean with respect to a Party, any corporation or other entity that controls, is controlled by, or is under common control by such Party. A corporation or other entity will be regarded as in control of another corporation or entity if it owns or controls, directly or indirectly, fifty percent (50%) or more of the share capital or voting rights of such entity or the power to direct or cause the direction of the management or policies of such other corporation or entity, whether through the ownership of voting securities, by contract or otherwise.

1.2 "**Background**" shall mean all the data, knowledge, including a Party's Materials and Information – of any form and nature – as well as any related rights, including intellectual property rights, which is held by the Parties on or prior to the Effective Date of the Work Order/Binding Quotation or which is developed or generated by a Party during the term of the relevant Work Order/Binding Quotation, independently of the Services.

1.3 "**Binding Quotation**" shall mean that Quotation which has been signed by the Parties or otherwise accepted by Client through the sending of the Purchase Order to AXXAM.

1.4 "**Client**" shall mean the party ordering the Services.

1.5 "**Client Materials**" shall mean the Materials to be provided by Client to AXXAM to perform the Services, as specified in the relevant Work Order/Binding Quotation, together with any and all information, data, Confidential

Information, analyses and test related to such Client Materials, held by Client that may be required by applicable law, rule or regulation.

1.6 "**Confidential Information**" shall mean any confidential or proprietary information such as scientific and/or technical information, know-how, trade secrets or biological and chemical materials, whether patentable or not, (including but not limited to compounds, compounds collections, targets, compounds structures, protocols) made available or disclosed by a Party (the "**Disclosing Party**"), to the other Party (the "**Receiving Party**") under this Agreement and in connection with the Services, that is marked as "Confidential" at the time of its disclosure or delivered to the Receiving Party (or, if disclosed orally, is identified as confidential when disclosed) or would be readily recognized by a reasonable person to be confidential or proprietary to Disclosing Party whether or not it was marked or identified as confidential or proprietary. Confidential Information also includes: (i) the Deliverables; (ii) each Party's Background, (iii) the Work Orders/Binding Quotations and the projects; (iv) Client Materials; (v) development and marketing plans, regulatory and business strategies, financial information, customer and supplier information and forecasts of the Disclosing Party.

1.7 "**Deliverables**" shall mean any result of the Services that is specifically identified to be delivered to the Client in the relevant Work Order/Binding Quotation (which may include reports, target, compounds, Materials, conclusions, data, test results), except any eventual AXXAM Confidential Information and/or Background incorporated therein.

1.8 "**Fees**" shall mean the fees to be paid by Client to AXXAM for the performance of the Services in relation to each project as specified in the relevant Work Order/Binding Quotation pursuant to Section 7.

1.9 "**Force Majeure Event**" shall mean without limitation strike, fire, earthquake, flood, pandemic, epidemic, acts of God, governmental acts, orders, or restrictions, failure of suppliers

(including without limitation in relation to the provision by suppliers to AXXAM and its Affiliates of reagents, project-specific reagents, pipettes, plates, labware or any other consumables needed for the performance of the Services), industrial dispute or any other reason where failure to perform is beyond the reasonable control of the nonperforming Party.

1.10 **"Materials"** shall mean any tangible biological, chemical or physical materials including but not limited to cell lines, samples and substances, compounds, assays, biochemical reagents and other biological and chemical materials.

1.11 **"Party"** or **"Parties"** shall mean the Client and AXXAM individually or collectively.

1.12 **"Purchase Order"** shall mean the order sent by the Client confirming acceptance of the Work Order or Quotation.

1.13 **"Quotation"** shall mean AXXAM's written (also *via* email) quotation/offer for the provision of the Services by AXXAM to the Client.

1.14 **"Services"** shall mean the analysis, testing and other discovery and/or research/experimentation activities requested by the Client and agreed upon by the Parties as outlined in the relevant Work Order/Binding Quotation.

1.15 **"Subcontractor"** shall mean any Third Party appointed by AXXAM to perform, in whole or in part, the Services under this Agreement and the relevant Work Order/Binding Quotation pursuant to following Section 18.

1.16 **"Third Party"** shall mean any person and/or entity other than the Parties and each Party's Affiliate(s).

1.17 **"Work Order"** shall mean a completed written order/document describing the Services to be performed by AXXAM and which has been signed by the Parties or otherwise accepted by Client through the sending of the Purchase Order to AXXAM. For the avoidance of doubts the term Work Order, as used herein, shall include also

Work Orders, as amended pursuant to Change Orders and/or the Binding Quotation.

1.18 **"Working Days"** shall mean any day which is not a Saturday, a Sunday or a bank or public holiday in Italy or in the country of the Client.

2. INTERPRETATION

2.1 This Agreement shall apply when a Work Order or a Binding Quotation has been finalized between AXXAM and the Client. No other conditions shall apply to the provision of the Services by AXXAM, including, without limitation, the Client's own terms and conditions.

2.2 The terms of this Agreement shall prevail over (1) any conflict or inconsistency between the terms of this Agreement, (2) any Work Order/Binding Quotation or a Change Order, (3) Client's own terms and conditions, (4) Client's Purchase Order, unless otherwise expressly stated in the relevant Work Order/Binding Quotation.

2.3 Any Work Order/Binding Quotation, in whatever form sent to the Client, shall be deemed subject to this Agreement, unless otherwise specified and agreed between the Parties.

3. PERFORMANCE OF SERVICES

3.1 AXXAM agrees to provide the Services: (i) in a professional manner and with commercially reasonable efforts; (ii) in accordance with the descriptions outlined in the relevant Work Order/Binding Quotation; (iii) in accordance with applicable law; and (iv) in compliance with its standard and operating procedures.

3.2 AXXAM shall provide Client with written reports of the Deliverables achieved, as and if specified in the relevant Work Order/Binding Quotation, in sufficient detail to permit Client to analyze such Deliverables.

3.3 In case no communication is sent by Client within 15 (fifteen) Working Days from the earlier of: (i) the date of the report or (ii) the delivery of

the Deliverables, the Services and Deliverables shall be considered by the Parties as accepted and no warranty is provided by AXXAM in relation to any defect, error or non-conformity of the Services or the Deliverables with the Agreement or Work Order/Binding Quotation.

3.4 Without prejudice to Section 12.3, Client's sole and exclusive remedy and AXXAM's sole liability with regard to any obvious and identifiable technical errors or gross failure to comply with pertinent protocols/technical annex by AXXAM to what is described in the applicable Work Order/Binding Quotation shall be to re-perform once again such non-compliant Services, at its AXXAM's expense. The replacement of the non-compliant Services shall also be subject to all the provisions of the relevant Work Order/Binding Quotation.

4. CHANGE ORDER

Any substantial change(s) to the Work Order/Binding Quotation that may arise during the performance of the Services, shall be agreed in writing between the Parties ("**Change Order**"). In case of emergency, AXXAM shall be allowed to make changes to the Work Order/Binding Quotation without Client's consent, provided that in such case, AXXAM shall use commercially reasonable efforts to obtain Client's verbal approval, which shall subsequently be confirmed by Client in writing.

5. SHIPMENT OF DELIVERABLES OR CLIENT MATERIALS – RECORDS

5.1 Whether Deliverables consist in Materials, all risk of loss of or theft of or damage to such Deliverables shall pass to Client starting from when they have been delivered to the carrier; therefore, AXXAM shall not be responsible for the Deliverables while in transit. The shipping address for the delivery of such Deliverables will be specified by Client and the shipping costs (including customs duties) will be borne by Client.

5.2 In the event that, for the performance of the Services, Client Materials is required, such

Material will be provided by the Client to AXXAM (or its Subcontractor), at Client's risk and expense. The shipping address for the delivery of Client's Material will be specified by AXXAM and the shipping costs (including taxes and customs duties) will be borne by Client.

5.3 AXXAM will retain all technical, scientific, accounting and other records in sufficient detail to reflect the Services performed and Products delivered ("**Records**"). Such records shall be retained for a period of three (3) years after completion or termination of the Services pursuant to the relevant Work Order/Binding Quotation ("**Records Retention Period**"). At the expiration of the Records Retention Period, AXXAM may freely dispose of all Records. AXXAM may retain copies of any Records if reasonably necessary for legal/archival, regulatory or insurance purposes. At the end of the Records Retention Period, Axxam shall have no further obligations.

6. OBLIGATIONS OF CLIENT AND SERVICES MANAGEMENT

6.1 Pursuant to Sections 6.2, 9 and 10, Client will furnish at its own expense to AXXAM such (a) Client Confidential Information, (b) Client Materials, (c) cooperation, technical assistance, resources and support, and (d) access to Client's technology as reasonably necessary and appropriate to perform the Services.

6.2 AXXAM shall not be liable to Client nor be deemed to have breached this Agreement nor any Work Order/Binding Quotation for errors, delays or other consequences arising from Client's failure to provide Client's Confidential Information and/or Client Materials in a timely manner or to otherwise cooperate with AXXAM in order for AXXAM to properly perform its obligations under the relevant Work Order/Binding Quotation. It is understood between the Parties that if Client's delay in providing the requested Confidential Information and/or Client Materials continues for more than 20 (twenty) Working Days, AXXAM may not guarantee its availability to perform the Services or the specific slot, according to the starting date

and timelines set forth in the relevant Work Order/Binding Quote.

6.3 If Client causes a delay or suspends the performance of a Service by AXXAM or in a task of any Work Order/Binding Quotation from the agreed starting date, then Client will pay all non-cancellable costs and expenses incurred by AXXAM due to such delay or suspension, and AXXAM will adjust all timelines to reflect the additional time required due to the delay which will not require an amendment to the Work Order/Binding Quotation. In addition, in case of Services delayed or put on hold by Client due to a reason other than a Force Majeure, Client shall pay those late or reschedule fees (as applicable), set forth in the relevant Work Order/Binding Quotation.

7. FEES AND PAYMENT

7.1 As consideration for the Services to be performed, Client will pay to AXXAM the Fees in accordance with the budget and invoicing schedule contained in each Work Order/Binding Quotation. Unless otherwise agreed in a particular Work Order/Binding Quotation, the following shall apply: (a) AXXAM will invoice Client the Fees and the costs incurred in performing the Services; and (b) Client shall pay each invoice in Euro within thirty (30) days from the date of the invoice. The invoices will include the VAT rate, any other sales tax and expenses which shall be charged in addition, if applicable. All administrative costs related to payments shall be borne by Client. If Client requires a Purchase Order number to be referenced for its internal invoicing procedure, Client will communicate it within five (5) calendar days from the effective date of the relevant Work Order/Binding Quotation. It is understood between the Parties that failure to communicate the Purchase Order number will in no way prevent AXXAM from issuing invoices and will not be considered a valid ground for not proceeding with the related payments.

7.2 Without prejudice to any other right or remedy, if Client fails to make any payment under the applicable Work Order/Binding Quotation,

AXXAM shall have the right to charge Client interest on the unpaid amount at the rate of two (2) percent per annum above the Bank of Italy rate from time to time until payment is made in full. Notwithstanding the foregoing, AXXAM may decide to suspend performance of the Services until the unpaid amount has been received by AXXAM from Client.

7.3 Client represents and warrants that as of the effective date of each Work Order/Binding Quotation it has and will maintain until the expiration of all obligations deriving therefrom a budget sufficient to cover all obligations (including, without limitation, payment obligations) assumed by Client under the relevant Work Order/Binding Quotation.

8. INTELLECTUAL PROPERTY

8.1 Each Party is and remains the exclusive owner of its own Background. No licenses or rights, other than those specifically set forth in this Agreement or in a particular Work Order/Binding Quotation, are granted by a Party to the other under this Agreement with respect to such Party's Background.

8.2 Client hereby grants to AXXAM, its authorized Subcontractors and its Affiliates a non-exclusive, royalty-free, sub-licensable, worldwide right to use Client Background including but not limited to transfer Client Materials and disclose Client Information for the only and exclusive purpose of performing the Services. Before starting the performance of Services by AXXAM, Client shall promptly inform AXXAM in writing about any restriction to its Background relevant to AXXAM's performance of the Services.

8.3 Client shall own all rights, titles and interests in and to the Deliverables. Unless otherwise prevented or provided for in any Work Order/Binding Quotation, AXXAM hereby assigns to the Client all of its rights, titles, and interests in the Deliverables to the Client to the extent above described. Notwithstanding anything to the contrary set forth herein, Client acknowledges and agrees that AXXAM personnel shall have the

right to be mentioned and designated as inventor(s) in the patent(s)/patent application(s), and author of any copyright concerning the Deliverables. Client shall be the only responsible for preparation, filing and prosecution of any patent application resulting from the Deliverables.

8.4 All right, title and interest in any invention, discovery, composition, technology, data or information which constitute an improvement or enhancement to AXXAM Background (“**AXXAM Improvements**”), together with all Intellectual Property therein, shall be owned by AXXAM. Notwithstanding the foregoing, if such AXXAM Improvements constitute Deliverables, they will be owned by the Client pursuant to Section 8.3.

9. CONFIDENTIALITY

9.1 The Receiving Party undertakes, for the entire term of the relevant Work Order/Binding Quotation, and for five (5) years following the expiration or termination of such Work Order/Binding Quotation, that it will:

(a) not use, either in whole or in part, directly or indirectly, the Disclosing Party's Confidential Information for purposes other than the performance of this Agreement or the relevant Work Order/Binding Quotation;

(b) treat and keep all Confidential Information of the Disclosing Party strictly secret and confidential and not communicate or disclose (whether in writing or orally or in any other manner) such Confidential Information to any Third Party, except to Subcontractor(s), (as per Section 19 below), directors, officers, employees or consultants (collectively “**Representatives**”) that: (i) have a need to know such Confidential Information for the purpose of this Agreement and any relevant Work Order/Binding Quotation; (ii) have been informed of the confidential nature of such Confidential Information and the obligations of this Agreement before such disclosure; and (iii) are subject to binding obligations of confidentiality and non-use substantially similar

to those of this Agreement or the relevant Work Order/Binding Quotation.

9.2 The Receiving Party shall remain responsible to the Disclosing Party for any breach by its Representatives of the confidentiality and non-use obligations under this Agreement. The Parties agree that Client authorizes AXXAM to store any Client Confidential Information on cloud platforms (e.g. Electronic Laboratory Notebook).

9.3 The Parties agree that, with respect to that Confidential Information of the Disclosing Party constituting a trade secret under the applicable law, the confidentiality and non-use obligations of the above Section 9.1 shall continue until such Confidential Information becomes publicly known or made generally available through no action or inaction of the Receiving Party.

9.4 Section 9.1 shall not apply to any Confidential Information which the Receiving Party can prove by written evidence that; (i) it was in the public domain prior to its disclosure by the Disclosing Party under this Agreement or, at a later date, has come into the public domain other than as a result of breach of this Agreement; (ii) was legally obtained from a Third Party without, to the Recipient Party's knowledge, any confidentiality obligations and without breaching any obligation of this Agreement; and (iii) was independently developed in good faith by the Representatives of the Receiving Party other than in connection with this Agreement, without the aid of any of the Disclosing Party's Confidential Information.

9.5 The Confidential Information is disclosed “as is”. Nothing contained within this Agreement or in any Confidential Information shall constitute any express or implied warranty of any kind, with respect to the satisfactory quality or fitness for a particular purpose, or the non-infringement of any other Third Party's intellectual property rights. The Disclosing Party will have no liability with respect to the use or reliance upon its Confidential Information by the Receiving Party.

9.6 Upon written request of the Disclosing Party, the Receiving Party shall promptly destroy

(and subsequently proved by written declaration via email upon Disclosing Party's request) or return to the Disclosing Party all Confidential Information and copies thereof received from the Disclosing Party except for those copies of Confidential Information that may be maintained in the confidential files of the Parties for the purpose of complying with the terms of this Agreement and electronic copies made as a result of automated back-up of electronically-held information.

10. MATERIAL TRANSFER

10.1 If it is necessary for the performance of the Services to transfer the Client's Material to AXXAM, this will be made in accordance with the provisions of this Article 10.

10.2 Whenever Client is to provide and transfer Client Material to AXXAM, it must formalize such transfer by finalising the Work Order/Binding Quotation or other written document, specifying the type and quantity of Client Material to be transferred.

10.3 The following conditions shall apply to any Client Materials transferred under this Agreement:

10.3.1 The Client Materials shall remain property of the Client and is made available to AXXAM for use only for the purpose of carrying out the Services. Client warrants and represents that (i) it owns and controls the Client Materials detailed in the Work Order as well as any and all intellectual proprietary rights, scientific documentation and data related thereto; (ii) it has the right to transfer the Client Materials to AXXAM for the performance of the Services; (iii) Client Materials will be provided in compliance with all applicable law, and (iv) in case of personal data, Client Materials will be provided in an anonymized format.

10.3.2 AXXAM acknowledges that the transfer of Client Materials does not grant any rights under any patents or other intellectual

property rights of the Client, other than those granted hereby.

10.3.3 Client will inform AXXAM of any actual or potential hazardous properties, toxicity or other possible handling, storage, transportation conditions, and any other relevant information that AXXAM should be aware of in connection with all Client Materials. The Client will promptly inform AXXAM of any new or changed information. AXXAM shall have no obligation to evaluate the accuracy and completeness of the information provided by Customer with respect to such Client Materials.

10.3.4 Client Materials is not for use in human subject, in clinical trials, or for diagnostic purposes involving human subjects.

10.3.5 Within 3 (three) months after completion of the Services or their early termination, Client may notify AXXAM in writing whether it wishes the remaining Client Materials and/or project specific reagents bought by the Client to be returned to the Client. In the latter case and only if it is feasible, AXXAM will return such Client Materials and/or project-specific reagents to Client at Client's expense (including shipping costs, customs duties, and costs of any preparatory activities) and risk. Otherwise, upon Client's written instruction, AXXAM will destroy the remaining Client Materials and/or project specific reagents at Client's expense. Client hereby acknowledges and agrees that, in the absence of any notice from Client within the aforementioned 3 (three) months period, AXXAM shall be free to destroy, at Client's expense, the Client Materials and/or project specific reagents or to use the remaining project specific reagents for any other purpose.

11. RESTRICTIONS ON PUBLIC ANNOUNCEMENTS - PUBLICATIONS

11.1 Neither Party will make nor authorize others to make any oral presentation and/or publications relating to the Agreement and/or any Services without the other Party's prior written consent, except as required by law or by court or administrative order.

11.2 Client shall include AXXAM's personnel and AXXAM as a co-author on any manuscript intended for publication, which includes the Deliverables, data or Information generated by AXXAM during the performance of the Services. Client shall provide AXXAM with a pre-publication copy of any such report, manuscript or publication for approval (which approval shall not be unreasonably withheld), in each case, at least thirty (30) days before its submission for publication.

12. WARRANTIES AND REPRESENTATIONS

12.1 Client hereby acknowledges and agrees that the Services performed for Client are being provided to Client on a non-exclusive basis and AXXAM shall continue to be free to perform same or similar services for other clients, as well as for its own internal activities and projects using general knowledge, skills and experience along with concepts, techniques, and know-how used in the performance of the Services in its sole and absolute discretion and without restriction at any time as long as AXXAM does not use any Client's Materials and Confidential Information.

12.2 AXXAM warrants to Client that, subject to Section 12.3 below, the Services shall comply with the descriptions set forth in the relevant Work Order/Binding Quotation.

12.3 The Services contemplated by this Agreement and the relevant Work Order/Binding Quotation(s) are experimental in nature and their outcome is unpredictable and unknown, consequently, AXXAM does not guarantee any specific result regarding their execution. Therefore, the inability of AXXAM to successfully reach a specific result shall not in itself be deemed a breach of this Agreement and Client will pay AXXAM for the Services performed, according to Section 7.

12.4 Each Party warrants and represents to the other Party that (a) it is authorized to be bound by the provisions of this Agreement; (b) the terms and conditions of this Agreement are not inconsistent with any contractual or other legal obligation to which such Party is subject; and (c)

this Agreement constitutes a legal, valid binding obligation, enforceable against such Party in accordance with its terms.

13. INDEMNIFICATION

13.1 Client will indemnify, defend and hold harmless AXXAM, its Representatives or others participating in the performance of the Services from and against all claims, demands, suits or actions, including but not limited to court costs, legal fees, reasonable attorneys' fees and costs, awards or settlements for liability, losses, damages or expenses arising from Third Party relating to (i) a material breach of this Agreement or any Work Order/Binding Quotation by Client or its Representatives; or (ii) the gross negligence or intentional misconduct of Client or its Representatives; except to the extent such claims, demands, suits or actions arise out of (A) the gross negligence or intentional misconduct of AXXAM or (B) a material breach of this Agreement or any Work Order/Binding Quotation by AXXAM.

13.2 AXXAM will indemnify, defend and hold harmless Client from and against all claims, demands, suits or actions, including but not limited to court costs, legal fees, reasonable attorneys' fees and costs, awards or settlements for liability, losses, damages or expenses arising from any Third Party of or related to (i) a material breach of this Agreement or any Work Order/Binding Quotation by AXXAM or its Representatives; or (ii) the gross negligence or intentional misconduct of AXXAM or its Representatives; except to the extent such claims, demands, suits or actions arise out of (A) the gross negligence or intentional misconduct of Client or (B) a material breach of this Agreement or any Work Order/Binding Quotation by Client.

14. LIMITATION OF LIABILITY

14.1 SAVE FOR FOLLOWING SECTION 14.3, THE SERVICES, THE CONFIDENTIAL INFORMATION AND THE DELIVERABLES PROVIDED HEREUNDER AND/OR UNDER A PARTICULAR WORK ORDER/BINDING QUOTATION BY AXXAM ARE PROVIDED "AS IS", AND AXXAM MAKES NO

WARRANTIES WHATSOEVER WITH RESPECT TO THEIR USEFULNESS, FUNCTIONALITY OR OPERABILITY. EXCEPT AS SET FORTH EXPLICITLY HEREIN, AXXAM HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, THE CONFIDENTIAL INFORMATION, THE TECHNOLOGIES, THE MATERIALS THAT WILL BE USED BY AXXAM TO PERFORM THE SERVICES OR THE DELIVERABLES PROVIDED HEREUNDER AND/OR UNDER A PARTICULAR WORK ORDER/BINDING QUOTATION, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES THAT THE SERVICES OR THE DELIVERABLES (INCLUDING THEIR USE BY CLIENT) WILL NOT INFRINGE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. ALL DELIVERABLES ARE DELIVERED WITH NO WARRANTIES, EXPRESS OR IMPLIED, THAT THEY WILL BE ACCEPTABLE TO ANY REGULATORY OR GOVERNMENTAL AGENCY AND/OR WILL ENABLE CLIENT TO FURTHER DEVELOP, MARKET OR OTHERWISE EXPLOIT SUCH DELIVERABLES. CLIENT ACKNOWLEDGES AND AGREES THAT THE MATERIALS DELIVERED BY AXXAM HEREUNDER ARE TO BE USED WITH CAUTION AND PRUDENCE IN ANY EXPERIMENTAL WORK, SINCE NOT ALL OF THE CHARACTERISTICS ARE NECESSARILY KNOWN. CLIENT SHALL BEAR ALL RISKS TO THEM AND/OR ANY OTHER RISKS RESULTING, DIRECTLY OR INDIRECTLY, FROM THEIR USE, APPLICATION, STORAGE OR DISPOSAL/DESTRUCTION.

14.2 SAVE FOR FOLLOWING SECTION 14.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO, IN WHOLE OR IN PART, THIS AGREEMENT OR ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT OR A PARTICULAR WORK ORDER/BINDING QUOTATION, WHETHER BY CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EXCEED THE AMOUNT PAID BY CLIENT TO AXXAM UNDER THE RELEVANT WORK ORDER/BINDING QUOTATION UP TO THE EVENT WHICH HAS CAUSED THE CLAIM, LOSSES OR DAMAGES. UNDER NO CIRCUMSTANCES WHATSOEVER WILL

AXXAM BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR LOSSES RESULTING FROM BUSINESS INTERRUPTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

14.3 Neither Party limits or excludes its liability:

- a) for death or personal injury caused by its gross negligence or willful misconduct;
- b) to the extent that such limitation or exclusion is not permitted by law.

15. FORCE MAJEURE

15.1 Neither Party shall be liable for any failure to perform or delay in the performance of the Services, arising from any Force Majeure Event, and provided that the first Party notifies the other Party in writing as soon as reasonably practicable of the occurrence of the Force Majeure Event, the nature and probable duration of its impact on the performance of its obligations, and provided that the first Party takes all reasonable steps to mitigate the impact of the Force Majeure Event.

15.2 If the impact of the Force Majeure Event on a Party's performance of its obligations under the specific Work Order/Binding Quotation continues for 30 (thirty) Working Days and is still ongoing, the other Party may, by written notice, terminate such specific Work Order/Binding Quotation in whole or in part with immediate effect.

16. TERMINATION

16.1 Any specific Work Order/Binding Quotation, may be terminated by either Party if the other Party materially breaches a provision of this Agreement or the relevant Work Order/Binding Quotation and fails to cure such breach within 30 (thirty) days (10 (ten) days in the case of any non-payment) after receiving written notice of such breach from the non-breaching Party.

16.2 Each Party may terminate any specific Work Order/Binding Quotation for convenience upon a minimum of 30 (thirty) days prior written notice to the other Party, unless otherwise agreed between the Parties in the relevant Work Order/Binding Quotation.

17. EFFECTS OF TERMINATION

17.1 Upon expiration or termination of any relevant Work Order/Binding Quotation for any reason, all rights, obligations and licenses of the Parties hereunder shall cease, except that Client shall pay AXXAM for: (i) any and all Services performed up to the effective date of the termination, in accordance with the Work Order/Binding Quotation, (ii) any and all non-cancellable costs and expenses incurred by AXXAM until the effective date of termination of Work Order/Binding Quotation, and (iii) any termination payments specified in the relevant Work Order/Binding Quotation. If the payments due to AXXAM under the Work Order/Binding Quotation, are based on the achievement of certain milestones, then AXXAM will inform the Client of the percentage of milestone completion and the Client will pay AXXAM a pro-rata portion of that payment based on that percentage.

17.2 For the avoidance of doubt, termination or expiry of a specific Work Order/Binding Quotation shall not affect the continuation in force of any other Work Order/Binding Quotation or this Agreement.

17.3 The provisions of Section 5.2 (Records); 7 (Fees and Payments); 8 (Intellectual Property); 9 (Confidentiality); 10 (Material Transfer); 12 (Warranties and Representations); 17 (Effects of Termination); 19 (No Solicitation and No Hire); 22 (Disputes and Amicable Settlement); 23 (Applicable Law); 24 (Miscellaneous) of this Agreement shall survive the expiration or any termination of the applicable Work Order/Binding Quotation.

18. SUBCONTRACTORS

18.1 AXXAM will not subcontract Services, in whole or in part, to any Third Party, without Client's prior consent. Notwithstanding the

foregoing, Client hereby expressly authorizes AXXAM to subcontract the performance of each of the following experimental activity to any Third Party: synthesis, cloning and sequencing of DNA.

18.2 AXXAM shall remain the sole point of contact regarding the Services to be performed by the authorized Subcontractor(s) under Section 18.1, including with respect to payment of the Fees. If any questions arise relating to the contractual relationship referred to in this Agreement, Client shall only contact AXXAM, and shall have no contractual relationship whatever with the Subcontractor(s).

19. NO SOLICITATION AND NO HIRE

For the duration of the Services to the benefit of the Client and for a period of twelve (12) months from their completion or termination, the Client shall not, whether on behalf of itself or on behalf of any Third Party or any of its Affiliates or subsidiaries, directly or indirectly, solicit or hire or encourage any person who is then an employee or contractor or consultant of AXXAM to leave AXXAM or cease working for or providing services to AXXAM, without the express written consent of AXXAM, which consent shall be at AXXAM's sole and absolute discretion. If any such employee or contractor or consultant should cease to be an employee or contractor or consultant of AXXAM, the Client may solicit or hire such employee or contractor or consultant beginning twelve (12) months after the cessation of such employment or contractual/consultancy relationship.

20. COMPLIANCE WITH ANTI-CORRUPTION LAWS

20.1 Client acknowledges that the Italian Legislative Decree 231/2001 ("Decree 231") has introduced in the Italian legal system the responsibility of legal entities in relation to specific criminal offences committed in their interests or to their advantage, by directors, employees or consultants. An effective organizational model of management and control pursuant to the Decree 231, may prevent the

commission of such criminal offences and avoid for such entities the related responsibility. Client acknowledges and declares: a) to be aware that the AXXAM has adopted the "Organizational Model" as envisaged by Decree 231; b) to have examined the ethical and professional principles set out in "Axxam's Ethics Code of Conduct" and "Axxam's Disciplinary Sistem", available at the following URL <http://www.axxam.com>, and, throughout the duration of the Services, it undertakes to refrain from conducts liable to set the elements of an offence referred to in the Decree 231; c) the Parties agree that the non-compliance of the obligations under this Section 20.1 by Client constitutes a material breach justifying AXXAM to immediately terminate the Services and the relevant Work Order/Binding Quotation.

20.2 Client shall indemnify AXXAM against all expenses, losses, damages and legal costs that AXXAM may sustain or incur because of any breach of the obligations under above Section 20.1 by Client or any of its Representatives.

21. DATA PROTECTION

The Parties expressly declare to be adequately informed on the modalities and the purposes for processing of personal data disclosed during the preparation and execution of this Agreement. The Parties consent to the processing of such data as provided under this Agreement or any Work Order/Binding Quotation, including the transfer of data to a country outside the EU and the use of data by Third Parties (data processor) necessary for the performance of the Agreement, or expressly authorized by the Parties or required by law or regulation. The activities under this Agreement will be carried out by the Parties in compliance with the measures set out in the EU GDPR 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. For the sake of clarity, the Parties anticipate and agree that the names and contact details of their respective personnel who are and will be involved in the performance or administration of this Agreement shall not be deemed Personal Data and may be processed for the purposes this

Agreement and any relevant Work Order/Binding Quotation without the need to execute any separate data protection agreement.

22. DISPUTES AND AMICABLE SETTLEMENT

22.1 The Parties will make reasonable efforts to settle in an amicable way any dispute that may arise between them in connection with this Agreement or the carrying out of the activities contemplated in this Agreement. If the dispute is not settled within fifteen (15) Working Days, either Party may refer to the dispute to the Court of Milan (Italy) which shall have exclusive jurisdiction.

22.2 The procedure of Section 22.1 shall not prevent either Party from taking such action as it deems appropriate (including any application to a relevant court) for injunctive or other emergency or interim relief.

23. APPLICABLE LAW

This Agreement and the Parties' rights and obligations deriving therefrom shall be governed by and construed in accordance with the Laws of Italy. The Parties expressly reject any application to this Agreement of (a) the United Nations Convention on Contracts for the International Sale of Goods; and (b) the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by that certain Protocol, done at Vienna on April 11, 1980.

24. MISCELLANEOUS

24.1 This Agreement, including the rights and obligations hereunder and any relevant Work Order/Binding Quotation, may not be assigned or transferred by either Party without the prior written consent of the other Party, except that either Party may assign this Agreement, including the rights and obligations hereunder without the prior written consent of the other Party to: (i) one or more of its Affiliates; or (ii) any assignee all or substantially all of its business; or (iii) in connection with the transfer or sale of all or substantially all of business to which this Agreement relates; or (iv) in the event of a demerger or merger or change of control or consolidation with or into another company or sale of shares/assets; provided that in each case

(i), (ii), (iii) and (iv) the assignee(s) shall assume all obligations under this Agreement.

24.2 This Agreement, together with the relevant Work Order/Binding Quotation(s), constitutes the entire agreement between the Parties in relation to its subject matter, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the Parties, whether oral or written, in relation to such subject matter.

24.3 If any Section, or part of a Section, of this Agreement, is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Section or paragraph which contains the relevant provision shall not be affected, unless otherwise stipulated under applicable law. If the remainder of the provision is not affected, the Parties shall use all reasonable endeavors to agree within a reasonable time upon any lawful and reasonable variations to the Agreement which may be necessary in order to achieve, to the greatest extent possible, the same effect as would have been achieved by the Section, or the part of the Section, in question.

24.4 All changes to this Agreement (including its Schedule) must be in writing and signed by or on behalf of each of the Parties by their duly authorized representatives or signatories.

24.5 The relationship established between the Parties by this Agreement is that of independent contractors, and nothing contained herein shall be construed to: (i) give either Party the power to direct and/or control the day-to-day activities of the other, or (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow a Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever, except as contemplated by this Agreement.

24.6 The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law shall not constitute a waiver of that right, power or remedy. If a Party

waives a breach of any provision of this Agreement, this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

24.7 All notices from one Party to the other will be in writing. Notices will be sent by email to generalcounsel@axxam.com, overnight courier, or certified mail, return receipt requested. All notices will be effective upon receipt.