

## GENERAL TERMS AND CONDITIONS

These general terms and conditions (hereafter the “**Terms**”) are fixed and defined by Clean Cells SAS, a business corporation organized under the laws of France and having its registered offices at 4 rue Sadi Carnot, ZA le point du Jour, 85600 Montaigu-Vendée, France (hereinafter “**Clean Cells**”).

These Terms shall apply to and fully govern the Order (as defined herein) between Customer and Clean Cells. Any deviation from the Terms will only be applicable if documented and agreed in writing between Clean Cells and Customer in the Order. Deviating or additional terms of Customer, in particular general terms and conditions of Customer, shall only be valid if Clean Cells expressly acknowledges and agrees to them in writing in the Order.

### 1 DEFINITIONS

**1.1 Background IP** shall mean Intellectual Property existing at the date prior to the performance of the Services or developed independently of the activities under the relevant Order that is under the control of either party and that is reasonably necessary, relevant or otherwise useful for performing the Services. For the purposes of this definition "control" means ownership and/or the right to grant access or licenses to third parties.

For the avoidance of doubt, Clean Cells Material and Clean Cells Technology shall be considered as Clean Cells Background IP.

**1.2 Clean Cells Material** shall mean any and all biological material and related information used by Clean Cells for the performance of Services under a given Order, including improvements thereof made by Clean Cells during the performance of Services, but excluding any Customer Material.

**1.3 Clean Cells Technology** shall mean any and all technology, including but not limited to, protocols, methods, procedures, techniques, formulae, data, know-how, software and any other knowledge each in whatever form related to the expression, purification, production and analysis of biological materials, which are owned by Clean Cells or which Clean Cells has the right to use and which will be used for the performance of Services, together with any improvements thereof made by Clean Cells outside the performance of Services.

**1.4 Confidential Information** shall mean any data, documents, materials or information of any type whatsoever, in whatever form or medium, whether or not marked as “confidential” and/or “proprietary”, and which could reasonably be expected to be valuable to either party. For the avoidance of doubt, Clean Cells Background IP and Technological Improvements shall be considered Confidential Information of Clean Cells.

**1.5 Customer** shall mean a legal entity which may engage Clean Cells to provide certain Services or Product(s) subject to an Order.

**1.6 Customer Material** shall mean any and all biologic material and related information, including name, original and physical and biochemical characteristics, methods, protocols, SOPs or know-how supplied by Customer to Clean Cells in connection with the Services.

**1.7 Data Protection Legislation** shall mean (i) the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and (ii) all other applicable existing or new European or EU Member State laws relating to or impacting on the processing of information of a living person and privacy.

**1.8 Intellectual Property** shall mean all patents, trademarks, utility certificates and models, inventors’ certificates, copyrights, database rights, designs, domain names, trade secrets, know-how and any other proprietary rights, priority rights, prior user rights and

all other rights of a like nature in each case whether registered or unregistered and in any jurisdiction.

**1.9 Order** shall mean an instruction from Customer to Clean Cells for the performance of Services.

**1.10 Product(s)** shall mean, where applicable, those products identified in an Order and manufactured by Clean Cells pursuant to the performance Services under such Order subject to these Terms.

**1.11 Product Improvements** shall mean any new or improved process, technique, method, formula, invention or know-how specifically concerning the Product and/or the process used for the manufacturing of Product, developed during the performance of Services but excluding any Clean Cells Background IP and Technological Improvement.

**1.12 Results** shall mean any and all data, specifically but without limitation sequencing data, documentation, records, specimen, reports, inventions, material, information, Product and all other work product generated by Clean Cells in the performance of the Services including Product Improvements, if applicable, but excluding Clean Cells Background IP and Technological Improvements.

**1.13 Services** shall mean contract research and manufacturing services including biosafety testing and production of biological materials performed by Clean Cells for Customer subject to an Order.

**1.14 Specifications** shall mean, with respect to Services or Product, the qualitative, quantitative, functional and analytical specifications and related materials and components including testing methods and acceptance criteria, each as set out in the quotation prepared by Clean Cells, if applicable.

**1.15 Technological Improvements** shall mean any new or improved generic process, technique, method, formula, invention or know-how, developed during the performance of Services.

### 2 ORDER AND SUPPLY

#### 2.1 Order

Prior to the performance of any Service, Customer send an Order form referring to a quotation prepared by Clean Cells or a catalogue reference, signed by a duly authorised person. The duly approved and signed quotation by Clean Cells and Customer shall be used as a basis for Customer’s Order.

Specifications and figures contained in Clean Cells’ catalogue, commercial brochures or technical data sheets are not binding. Except in the case of a specific agreement with Customer, Clean Cells reserves the right to modify such specifications and figures without prior notice, according to the improvements imposed by the evolution of its techniques and methods.

Orders may not be cancelled following acceptance by Clean Cells.

### **3 CUSTOMER MATERIALS**

**3.1** Customer shall provide Clean Cells with any Customer Materials in such quantities as required for the performance of the Services. For the avoidance of doubt, Customer Materials shall only be used by Clean Cells for the performance of the Services.

**3.2** Clean Cells shall confirm receipt of the Customer Materials and shall promptly inform Customer in case of any issues relating to, or loss or damage to, the Customer Materials. Clean Cells shall not be liable for any loss or damage to Customer Materials while in storage at its facility, except if such loss or damage is caused by its wilful misconduct and/or gross negligence.

### **4 DELIVERY; ACCEPTANCE**

**4.1** Clean Cells shall deliver the Results Ex Works (EXW) Customer, or the address stipulated in the Order (Incoterms 2020).

**4.2** In a GMP context Clean Cells shall send a first draft of Certificate of analysis to Customer upon which Customer shall have ten (10) business days from the receipt of the first draft to formulate comments thereto. If no comments are provided within the said timeframe, the draft Certificate of analysis will be automatically deemed final and sent to Customer.

**4.3** Customer will have ten (10) business days from receipt of each delivery of Results to inspect the delivery for a shortfall or non-conformity with Specifications. Customer may notify Clean Cells of a shortfall or non-conformity with Specifications within said timeframe. Failure by Customer to notify Clean Cells of any shortfall or non-conformity with Specifications within said timeframe shall be considered to constitute Customer's acceptance of the Results.

**4.4** Clean Cells shall only be responsible for such shortfall or non-conformity with the Specifications to the extent existing on or prior to delivery to Customer; Clean Cells shall in no way be responsible for non-compliance caused after the delivery thereof (such as, non-compliance that is caused by the incorrect handling, storage and/or shipment of the Results after the delivery). Clean Cells shall not be responsible for any non-compliance of the Results to the extent such non-compliance results from any non-compliance of or defect in the Customer Materials, consumables, raw materials and/or components delivered by Customer to Clean Cells.

**4.5** If, at the time of delivery, the Results do not comply with the Specifications, and said non-compliance is due to Clean Cells' negligence, Clean Cells will, once, re-perform the Services as soon as reasonably practicable, such to be decided in Clean Cells' sole discretion, at its own cost, but contingent upon receipt from Customer of the Customer Materials, at Customer's costs, in such quantities needed for the re-performance of Services. Clean Cells shall not be liable for any non-conforming Results after such onetime re-performance.

**4.6** Any re-performance of Services to which Clean Cells is obligated in accordance with Article 4.5 above, shall constitute Customer's sole and exclusive remedy in relation to such non-conforming Results.

### **5 SERVICE FEE; INVOICING; PAYMENT TERMS**

#### **5.1 Service fee**

As consideration for Clean Cells' performance of the Services, Customer shall pay Clean Cells the amount set forth in the Order and any taxes or duties as applicable. This amount shall be in EUR or USD. Customer shall also pay Clean Cells for additional services in case Product(s) or Services must be remade, for

example because of Customer's instructions, reasonable and necessary travel and other expenses that are incurred by Clean Cells in the performance of the Services.

#### **5.2 Payment of service fee; Deposit**

Clean Cells shall submit a detailed invoice to Customer after completion of the Service(s) or upon delivery of the Product(s).

A deposit of fifty percent (50%) of the service fee will be required for amounts exceeding EUR/USD 10,000.00 and/or a lead time exceeding four (4) weeks.

Invoices shall be paid by bank transfer within thirty (30) days of the date of the invoice. In case of dispute, Customer will pay within five (5) business days any item/part of the amount invoiced, which is not or no longer in dispute.

If Customer fails to meet the payment term, a late payment fee shall be due for the period of default. Late payment interests will be automatically and fully acquired to CLEAN CELLS from the first day until the date of actual and full payment of the outstanding amounts, and be equal to the rate applied by the European Central Bank to its most recent refinancing operation (floored to 0 if negative) plus 10 percentage points. In addition, a one-time administrative cost / recovery fine of EUR 40 per invoice overdue shall apply. Besides, any delay will automatically entail, if good seems to CLEAN CELLS the suspension of the execution of current WORK ORDER

#### **5.3 Change, Cancellation**

Orders placed hereunder can only be cancelled, modified or amended by written agreement countersigned by the Client and Clean Cells. Without a specific agreement between the parties, the Client will pay Clean Cells a percentage of the total amount of the order according to the moment at which the cancellation occurs in the course of the service: 30% before the launch of the experimental phase; 55% at the launch of the phase and 80% if more than 50% of the experimental phase is completed.

#### **5.4 Complaints**

In order to be admissible, any complaint must be submitted within eight (8) days of receipt of the product or the invoice, without omitting to specify the references of the latter, as well as the problem encountered. The introduction of a complaint, whatever the cause and even if it is made within the prescribed time limits, may not under any circumstances allow the Customer to delay the payment of an amount that has reached its normal due date.

### **6 REPRESENTATIONS; DISCLAIMERS**

#### **6.1 Mutual representations**

Each party represents and warrants to the other that (i) it is a company or corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, (ii) it has legal power and authority to execute, deliver and perform these Terms, (iii) these Terms constitute the legal, valid and binding obligation of said party, enforceable against said party in accordance herewith; and (iv) the execution, delivery and performance of these Terms will not cause or result in a violation of any law, of said party's charter documents or of any contract by which such party is bound.

#### **6.2 Clean Cells representations**

Clean Cells represents and warrants that it shall provide the Services in compliance with all material respects with applicable

laws, rules and regulations applicable to it in the country where it will perform the Services.

### 6.3 Disclaimer

Clean Cells specifically disclaims any warranty, guarantee or representation that Services will:

a) be successful, or achieve any goal or specification described in the quotation, if applicable or Clean Cells' catalogue or that any Result is safe or effective, or otherwise, except that Clean Cells shall perform Services with reasonable due care consistent with Clean Cells standard operating procedures;

b) result in the delivery of any Results meeting any Specification if Customer requires that Clean Cells perform Services using Customer's procedures or protocols, provided that Clean Cells performs the Services with reasonable due care consistent with Customer's procedures or protocols;

c) not or does not, nor will the Clean Cells Background IP or Technological Improvements used for the performance of the Services, infringe any patent and/or Intellectual Property rights of third parties.

Except for the representations and warranties explicitly granted by Clean Cells in these Terms, Clean Cells makes no other warranties or representations of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness for any particular purpose, or any other matter with respect to the Services.

## 7 INDEMNIFICATION; LIABILITY; INSURANCE

### 7.1 Indemnification

Customer shall indemnify, protect, defend and hold Clean Cells (including its affiliates, employees, officers, directors, attorneys, agents, representatives, successors and assigns) harmless from and against all losses that may be incurred by, made, charged, or instituted against Clean Cells by a third party, and which arise out of, result from or are based on (i) the material breach of these Terms by Customer; (ii) Customer's negligence or wilful misconduct; (iii) infringement of any third party Intellectual Property right as a result of the Services performed under an Order, (iv) Clean Cells' use of the Customer Materials for the performance of Services hereunder; or (v) the making, using, or selling of products developed based on the Services or Products provided as part of the Services hereunder by Clean Cells (including products liability), or (vi) Clean Cells' use of Customer Background IP or Customer Confidential Information.

Clean Cells shall indemnify, protect, defend and hold Customer (including its affiliates, employees, officers, directors, attorneys, agents, representatives, successors and assigns) harmless from and against all losses that may be incurred by, made, charged or instituted against Customer by a third party, and which arise out of, result from or are based on (i) material breach of these Terms by Clean Cells, or (ii) Clean Cells' negligence or wilful misconduct.

### 7.2 Limitation of Liability

To the maximum extent permitted by applicable law, Clean Cells will not be liable for any indirect, consequential or special losses, costs, claims, damages or other expenses. In addition, Clean Cells' total aggregate liability arising out of the Services shall be limited to the aggregate amount of service fees received by Clean Cells from Customer during the preceding twelve (12) month period. Further, the parties agree that product liability in respect of Product shall remain at all times with Customer and Clean Cells

shall have no liability towards Customer in relation to and shall have no obligation to indemnify or hold Customer harmless for any product liability arising from Product delivered by Clean Cells under an Order.

### 7.3 Insurance

Both parties shall maintain at their own cost insurance to cover their respective liabilities under these Terms. Each party shall upon request of the other party provide such documentary evidence of said insurance.

## 8 INTELLECTUAL PROPERTY

### 8.1 Rights to Background IP

Nothing in these Terms grants to Customer any rights to Clean Cells Background IP or other Clean Cells Confidential Information, except as explicitly provided for in these Terms.

Solely to the extent that Clean Cells' Background IP is necessary for the use of the Results in accordance with these Terms, Clean Cells hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable (except with the prior written consent of Clean Cells) and fully paid-up license for a time period during which the relevant Intellectual Property is protected under the laws of the relevant jurisdiction, to such Clean Cells Background IP solely for such use.

For the avoidance of doubt, Customer may not use the Clean Cells Background IP independently from the Results. The use by Customer of any Clean Cells Background IP for any other purpose shall require the prior written consent of Clean Cells and be subject to the entering into of a license agreement between Clean Cells and Customer. Unless agreed otherwise between the parties, such license shall be non-exclusive and royalty-bearing.

Customer herewith grants Clean Cells the right to use the Customer Background IP, including the Customer Materials and any other Customer Confidential Information for the purpose of the performance of the Services hereunder.

### 8.2 Property of Results

The parties acknowledge that the Results and the Intellectual Property arising therefrom shall be owned by Customer.

### 8.3 Property of Technological Improvements

All Technological Improvements made either by Clean Cells or together with Customer in the performance of Services and any Intellectual Property rights arising therefrom shall be exclusive property of Clean Cells. Customer shall ensure the transfer of rights as necessary free of charge.

## 9 PROTECTION OF PERSONAL DATA

In the event Clean Cells would be required for the conduct of the Services to perform any processing of personal data (as a processor) on behalf of Customer (acting as a controller), Clean Cells shall, in its capacity of processor, comply with the obligations imposed on processors by the Data Protection Legislation.

## 10 CONFIDENTIALITY

**10.1** Neither party shall use or disclose to third parties any Confidential Information of the other (except to comply with its obligations under these Terms) and each party shall insure that its and its affiliates' employees, officers, representatives and agents shall not use or disclose to third parties any Confidential Information and upon delivery of the Results shall return to the other or destroy all Confidential Information in written form.

**10.2** Confidential Information shall not include information that (i) was already known to receiving party at the time of its receipt thereof or is independently developed by receiving party, as evidenced by its written records, (ii) is disclosed to receiving party after its receipt thereof by a third party who, receiving party believes in good faith, has a right to make such disclosure without violating any obligation of confidentiality or (iii) is or becomes part of the public domain through no fault of receiving party.

**10.3** The obligation under this Article 10 shall survive for a period of five (5) years after delivery of the Results by Clean Cells to Customer.

## **11 MISCELLANEOUS**

### **11.1 Severability**

If any provision of these Terms is or becomes invalid, illegal or unenforceable, the other provisions will not be affected or impaired. The parties will then negotiate in good faith in order to substitute the one provision that is invalid, illegal or unenforceable.

### **11.2 Entire Agreement**

The Terms constitute the entire agreement between the parties in relation to the Services unless expressly provided otherwise in writing.

### **11.3 Force Majeure**

Neither party will be responsible for any failure or delay in performance of its obligations pursuant to the Terms if the failure or delay is due to an event beyond the reasonable control and without the fault or negligence of the party seeking to excuse performance, including without limitation, acts of God, acts of terrorism, war, labour disputes and strikes, fire, flood, riot, epidemics, pandemics and unforeseen delays, shortage or non-performance in third-party provided transportation, services, equipment, supplies or communications.

### **11.4 Governing Law and Court**

The Terms and all claims relating to or arising out of these Terms and the business relationship between the parties, whether based in contract, tort or otherwise including non-contractual obligations, shall be governed and construed in accordance with the laws of France, without regard to its conflict of laws, rules or principles and referred to the Commercial Court of Nantes, France.