

Standard Terms and Conditions for Development and Analytical Services by Siegfried Grafton, Inc., d/b/a Siegfried Acceleration Hub

(hereinafter referred to as "Siegfried")

1. Scope of Application

1.1. These Standard Terms and Conditions for Development and Analytical Services by Siegfried ("Terms and Conditions") shall apply to all oral or written contracts and other business relations entered into by Siegfried and a customer of Siegfried ("Customer") for the performance of any research and development services (including process development, technology transfer, analytical development) and/or the non-commercial manufacturing services or other services (including the tangible or intangible direct outcome or result of the services, such as products, reports, process documentation or material excluding any Siegfried intellectual property) rendered by Siegfried ("Services"). These Terms and Conditions shall also apply to contracts and other business relations which are subject to a written agreement between Siegfried and Customer, unless such written agreement explicitly waives the applicability hereof.

1.2. Different or additional specific terms, agreed on by the Parties in a written agreement or offered by Siegfried in writing shall prevail over these Terms and Conditions. The applicability of any general terms and conditions of the Customer shall be excluded.

2. Offers of Siegfried

2.1. Any offers, quotations or proposals submitted by Siegfried to Customer for Services ("Offers") are non-binding.

2.2. Upon acceptance of an Offer by Customer, Siegfried shall be obliged to perform Services only upon confirmation by Siegfried in writing.

2.3. Customer acknowledges that statements or forecasts made by Siegfried in Offers or otherwise as to the availability of certain Services or capacities are non-binding estimates and may be altered subsequently as a result of capacity limitations or other events.

3. Purchase Orders

3.1. Customer shall issue purchase orders to Siegfried authorizing Siegfried to commence the performance of Services ("Purchase Order"). Any such Purchase Order shall adequately identify the Services that are being ordered by Customer, the quantities, delivery or completion dates for the Services and the pricing. The pricing and other commercial terms must be in line with and match the terms agreed by the Parties.

3.2. Siegfried shall confirm whether it will meet Customer's Purchase Order within ten (10) business days after receipt thereof ("Order Confirmation"). After receipt by the Customer of an Order Confirmation, the Purchase Order shall be non-cancellable.

4. Prices and Payment Terms

4.1. All prices offered by Siegfried for Services are (i) in case of domestic supply EXW Siegfried or (ii) in case of international supply FCA Siegfried, both (i) and (ii) pursuant to Incoterms 2020 (or any subsequent version), unless otherwise stated in the Offer.

4.2. All prices offered by Siegfried are excluding (i) any taxes, fees or duties and (ii) any packing, transportation or insurance costs.

4.3. Siegfried may adjust prices for Services by giving written notification to the Customer no later

than forty-five (45) calendar days prior to the agreed delivery date.

4.4. Siegfried shall issue the invoices on the date of delivery of the Services rendered. Customer shall pay any invoice within thirty (30) calendar days after date of issuance of the invoice by Siegfried, unless any other due date is indicated on the invoice.

4.5. In case of any late payment by Customer, Customer shall pay to Siegfried late payment interest of eight percent (8.0%) from the due date until the sum is fully paid on the amounts due and outstanding. Siegfried's right to claim any further damages shall remain reserved.

4.6. Siegfried has the right to cancel or delay performance of Services under any outstanding Purchase Order, if Customer fails to pay any invoice when due.

4.7. If Siegfried has to procure raw materials with a significant lead-time or if Siegfried has reason to believe that Customer will not adhere to the payment terms or collection may become difficult, Siegfried has the right to demand an advance payment, security deposit or other financial security by Customer.

5. Performance of Services and delivery

5.1. Delivery of Services rendered is EXW or FCA (see Section 4.1) Siegfried, pursuant to Incoterms 2020 (or any subsequent version), unless otherwise stated in the Offer. Title and risks pass upon delivery.

5.2. Siegfried undertakes to promptly inform Customer of any delay in the performance of the Services. Customer shall grant to Siegfried a commercially reasonable extension for the delivery of the Services. If Siegfried is unable to render the Services within the extended time period and such delay is not attributable to Customer, Customer shall have the right to cancel the relevant Purchase Order, and Siegfried shall reimburse Customer any prepayments made by Customer for the relevant Services. Customer shall have no other claims against Siegfried for late or non-performance of Services.

5.3. Customer acknowledges that the Services are of an experimental nature and involve development stage processes and product for which the results are uncertain and subject to variability. Until a manufacturing process is optimized and validated under cGMP conditions, there is no assurance that the desired outcomes, specifications, anticipated timelines, yield and other objectives (together "Specifications") will be met. Therefore, provided that Siegfried performs the Services according to Section 6.1, Customer shall pay the respective price for the Services and Siegfried shall have no liability for the Services not achieving the desired Specifications.

5.4. Customer shall pay for, and Siegfried shall have no liability for, all Services even if the Service performed does not conform to Specifications, unless such failure to conform is caused by Siegfried's gross negligence or wilful misconduct. In the event such a failure is due to Siegfried's gross negligence or wilful misconduct, Siegfried shall have, in its sole discretion, the right to either re-perform reproprocess or replace the relevant Services at no further cost to Customer or to refund/credit to Customer the amount paid by Customer for such Services. The foregoing remedy shall be Customer's

sole and exclusive remedy for any failure of Services to conform to Specifications.

5.5. Siegfried's standard quality practices will govern the performance of Services, unless the Parties have entered into a specific quality agreement, in which case that quality agreement will apply. If the Parties have entered into a specific quality agreement for the performance of Services, the terms of this Agreement shall govern except to the extent that such provision relates to compliance with cGMP requirements and/or applicable regulatory laws and regulations, in which case the quality agreement's provision shall govern.

6. Representations and Warranties

6.1. Siegfried represents and warrants that the Services provided will be performed in compliance with applicable laws and with a standard of care of no less than adequate and common in the chemical pharmaceutical industry.

6.2. Customer represents, warrants and covenants that Customer will at all times comply with (i) all applicable laws, regulations and industry directives, as well as (ii) the Code of Business Conduct of the Siegfried Group (available online at www.siegfried.ch).

6.3. Customer represents, warrants and covenants that (i) Customer will use the Services, directly or indirectly, only for ethical purposes in connection with the therapeutic indication as approved or under approval process by the competent medical authorities, (ii) if and to the extent so required by applicable laws and regulations, it operates a "suspicious order monitoring program" preventing the diversion of legitimate Services to illegal drug manufacturing and use; (iii) it operates its business in full compliance with all other legal and regulatory requirements (including international sanctions) to ensure compliant and ethical use of the Services and (iv) it will not resell any Service that qualify as controlled substances under the US Controlled Substances Act to any compounders or distributors.

6.4. SIEGFRIED EXTENDS NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SIEGFRIED EXPRESSLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.5. SIEGFRIED'S LIABILITY UNDER THESE REPRESENTATIONS AND WARRANTY PROVISIONS SHALL BE STRICTLY LIMITED TO THE REMEDIES PROVIDED FOR UNDER SECTION 5.

7. Materials Supplied by Customer

7.1. If and to the extent certain raw or intermediate materials for rendering of the Services are to be supplied by Customer, Customer shall at all times ensure that such Customer supplied materials are made available to Siegfried in sufficient quantities, in due time and of good quality. Upon request, Customer shall inform Siegfried of the actual replacement cost of such Customer supplied material.

7.2. Siegfried shall not be responsible or liable to Customer for any yield loss or damage to such Customer supplied materials unless caused by Siegfried's wilful misconduct or gross negligence.

7.3. Customer shall supply any Customer material DDP (Incoterms 2020) and (i) bear the risk of transportation to and storage by Siegfried of any such Customer supplied material, and (ii) be responsible for all freight, duty, taxes, insurance and any other costs and fees associated with any Customer supplied materials.

8. Intellectual Property Rights

8.1. All intellectual property owned by Siegfried shall remain the sole property of Siegfried.

8.2. Customer shall grant to Siegfried a cost-free, non-exclusive and non-transferrable license to use Customer's intellectual property necessary or useful for the rendering of the Services.

8.3. Unless otherwise agreed in writing, all rights, title and interest in intellectual property developed by Siegfried in the rendering of the Services shall be the sole property of Siegfried.

8.4. In the event that Siegfried is informed that the performance of Services infringes or threatens to infringe the intellectual property rights of a third party, Siegfried shall, in its reasonable discretion, assess such potential infringement and, to the extent possible and necessary to avoid a potential infringement of third party intellectual property rights, use its commercially reasonable efforts to avoid any such infringement. Should such adjustment not be technically feasible and commercially reasonable, Siegfried shall no longer be obliged to perform the Services to Customer.

9. Indemnification

9.1. Customer shall defend, indemnify and hold harmless Siegfried from and against any losses, damages, costs and expenses, including reasonable attorneys' fees resulting from any (i) breach of Customer's representations, warranties or covenants under sections 6.2. and 6.3, or any of its other obligations under these Terms and Conditions or (ii) third party claim, demand, action, suit or proceeding against Siegfried in connection with any Services rendered to Customer, unless and to the extent such third party claim was caused by the willful misconduct or the gross negligence of Siegfried.

9.2. Siegfried shall defend, indemnify and hold harmless Customer from and against any losses, damages, costs and expenses, including reasonable attorneys' fees resulting from any third party claim, demand, action, suit or proceeding against Customer in connection with any Services rendered to Customer, if and to the extent such third party claim was caused by the willful misconduct or the gross negligence of Siegfried.

9.3. The Party against which such third party claim is made shall provide the other Party with prompt notice of such third party claim and the exclusive ability to defend or settle any such third party claim, provided, however, that no settlement or compromise shall be binding on a Party without its prior written consent, which consent shall not be unreasonably withheld.

9.4. Any liability of Siegfried shall be limited to the amount being the lesser of (i) the price for the Services rendered to Customer hereunder and giving rise to the dispute or (ii) one hundred thousand US Dollars (USD 100,000).

9.5. Under no circumstances shall Siegfried be liable for any indirect, special, exemplary, punitive, incidental or consequential damages, including but not limited to lost profits, business interruptions or loss of business, whether or not advised of the possibility thereof and regardless of whether such claims are made in contract, tort, strict liability or otherwise.

10. Confidentiality

10.1. Each receiving Party shall retain in strict confidence and not disclose or otherwise communicate to any third party any confidential information of the disclosing Party. The Parties shall not use any

confidential information of the disclosing Party for any purpose other than for the performance of the obligations of the Parties hereunder.

10.2. The provisions of this Section 10 shall not apply to any confidential information which was either (i) independently developed or known by the receiving Party prior to its disclosure, as evidenced by written records or (ii) is in the public domain or has been lawfully disclosed to the receiving Party or (iii) is required to be disclosed by the receiving Party to the officials of a Court or a regulatory authority or to comply with applicable laws or regulations.

10.3. The confidentiality obligations of the Parties of this Section 10 shall remain binding upon both Parties for a period of ten (10) years after the termination of the agreement or business relation between the Parties.

11. Termination

11.1. Either Party may terminate the agreement or business relationship between the Parties immediately by providing written notice to the other Party upon the occurrence of any of the following events: (i) the commencement of insolvency proceedings under any bankruptcy, insolvency or moratorium law, (ii) the liquidation or dissolution of the other Party, or the sale, lease or other disposition of the other Party's business or assets as a whole or more than seventy-five percent (75%) thereof, except dispositions with the other Party's affiliates, or (iii) the cessation of all or substantially all of the other Party's business operations.

11.2. If a Party breaches a material term or condition of these Terms and Conditions and/or the underlying agreement or business relationship, the non-breaching Party shall have the right to terminate the agreement or business relationship between the Parties after one hundred and eighty (180) days prior written notice to the other Party unless any such material breach is cured within such one hundred and eighty (180) days period.

11.3. The expiration or the termination of the agreement or business relationship between the Parties shall relieve the Parties of their obligations incurred prior to such expiration or termination. All provisions that, by their express or implied terms, are meant to survive termination or expiration, shall continue irrespective of such termination or expiration.

12.4. In case of an extraordinary termination of the agreement or business relationship other than for material breach by Siegfried, Customer shall indemnify Siegfried for all costs and expenses of Siegfried in connection with such extraordinary termination.

12. Force Majeure

12.1. Should either Party be prevented from performing its obligations (other than the payment of money) by force majeure, such as acts of nature, fire, explosion, pandemic/epidemic, riots, war, shortage of raw materials or other production resources or any other event beyond the prevented Party's reasonable control ("Event of Force Majeure"), the prevented Party shall, within thirty (30) days of the event, give the other Party notice and provide further information about such Event of Force Majeure.

12.2. If an Event of Force Majeure occurs, no Party shall be responsible for any damage, increased costs or loss that the other Party may sustain by reason of the inability to perform or delayed performance resulting from such Event of Force Majeure, and such inability or delay shall not be deemed a breach of the agreement between the Parties.

12.3. The Party claiming the Event of Force Majeure shall take appropriate commercially reasonable means to minimize or remove the effects of the Event of Force Majeure and to resume the performance affected by the Event of Force Majeure.

13. Miscellaneous

13.1. The agreement or business relationship between the Parties and their rights or obligations hereunder, other than monetary claims, may be assigned or delegated only with the consent of the other Party. Notwithstanding the foregoing, Siegfried may freely assign the agreement or business relationship to any of its affiliates.

13.2. The failure by either Party at any time to enforce any of the terms of these Terms and Conditions between the Parties or to exercise any right hereunder shall not constitute or be construed to constitute a waiver of the same or affect that Party's rights thereafter to enforce or exercise the same.

13.3. If any portion of these Terms and Conditions is held invalid by a court of competent jurisdiction, such portion shall be deemed to be of no force and effect and these Terms and Conditions shall be construed as if such portion had not been included herein.

13.4. Any netting of claims under the agreement requires the written consent of the other Party.

14. Applicable Law and Jurisdiction

14.1. These Terms and Conditions and/or the business relationship between the Parties, whether in contract, tort or otherwise, shall be exclusively governed by and construed in accordance with the laws of the State of Delaware, upon exclusion any international treaties such as the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14.2. ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS AND/OR THE LEGAL RELATIONSHIP BETWEEN THE PARTIES, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE INTERNATIONAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE PLACE OF ARBITRATION SHALL BE NEW YORK, NY, THE NUMBER OF ARBITRATORS SHALL BE THREE.