

LIFEGLUETECHNOLOGIES

TERMS AND CONDITIONS OF SALES

The following terms and conditions (these “Terms and Conditions”) are applicable to the sale of Research Use Only (RUO) products and services (“Products”) by LifeGlue Technologies Oy (“LifeGlue” or “Seller”) to Purchaser. Except as provided in Section 2, these Terms and Conditions together with the LifeGlue’s quotation, Acknowledgement, terms incorporated into this Agreement by reference in these Terms and Conditions, and the price, quantity and delivery terms contained in Purchaser’s purchase order constitutes the entire and exclusive agreement between Seller and Purchaser (collectively, this “Agreement”). “Acknowledgement” means the sales order confirmation issued by LifeGlue to the Purchaser which confirms the Products ordered, pricing and other relevant terms of the transaction. Each of LifeGlue and Purchaser may be referred to individually as a “Party” and collectively as the “Parties.”

1. RESEARCH OR OTHER NON-CLINICAL OR DIAGNOSTICAL USE.

Purchaser certifies that it intends to use the Products for its laboratory research use only and is not purchasing the Products with the intent to resell, distribute or otherwise commercially utilize the Products, unless authorized by Seller in the Acknowledgement. The Products are not for human use or to be used as a component in a product to be used in human or any other clinical or diagnostic application.

2. CONTROLLING TERMS.

These Terms and Conditions will supersede any other conflicting terms of this Agreement. Except as provided in the preceding sentence, this Agreement shall govern the sale of the Products to Purchaser. If Purchaser submits any other document that contains terms and conditions which are inconsistent with or in addition to this Agreement, then any such term or condition shall not amend this Agreement unless duly executed by an authorized executive of Seller. The sale of Products is expressly conditioned upon Purchaser’s acceptance of this Agreement.

3. FINANCIAL TERMS

A. **Prices.** The prices for the Products and the Services are specified in euros (EUR) in Acknowledgement. The prices include a full payment for the Products and the Services, and any other measures provided by the Seller to the Purchaser under the Agreement. All sums payable by the Purchaser under this Agreement are stated exclusive of sales tax and VAT. The VAT shall be invoiced in addition to the prices, if applicable.

B. **Payment Terms.** Purchaser acknowledges and agrees that the full purchase price for the Products and Services shall be due and payable thirty (30) days after receipt of invoice unless LifeGlue requires payment by letter of credit, in advance of delivery or on other terms. All past due payments bear interest at the rate of one and half percent (1,5%) per month or the maximum amount allowed by law, whichever is less, on the unpaid balance.

C. **Purchaser's Failure to Pay.** If Purchaser fails to timely pay the purchase price for any Products and Services or fails to perform any other of Purchaser's obligations hereunder, Seller may, at its option, defer further shipments, revise its terms of payment, cancel the unshipped balance of the Agreement, and/or pursue any other remedy set forth in this Agreement or provided under law.

4. SHIPPING & DELIVERY.

Except as otherwise stated in the Acknowledgement, all Products are shipped EXW Tampere, Finland (Incoterms 2020).. Seller shall however arrange transport of the Products on behalf of the Purchaser and the delivery fee shall be invoiced by Seller from the Purchaser. Title to the Products shall pass from LifeGlue to Purchaser when Purchaser has paid to the Seller the purchase price in full.

5. CLAIMS & RETURNS.

Packaging and Products should be inspected immediately upon receipt. Product returns will not be accepted by LifeGlue without prior written authorization. Requests to return Products must be made within ten (10) working days of receipt.

6. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY.

A. **Intellectual Property Rights.** Neither Party shall acquire any intellectual property nor other rights of the other Party under this Agreement, by implication, estoppel or otherwise, except as expressly set forth in this Agreement. Any recommended modifications or suggestions relating to the Products shall be the exclusive property of LifeGlue. LifeGlue retains all rights, title and interest in the Products and its proprietary or confidential information shared under this Agreement.

B. **License.** The purchase of the Products hereunder conveys to Purchaser the non-exclusive, non-sublicensable (except as expressly provided herein) right to use the purchased Products solely for internal research use in the field specified in the Acknowledgement in accordance with applicable Regulatory Authority requirements and approvals. Purchaser may give access to the Product only to its authorized collaborators under the following conditions (each a "Collaborator"): (a) Collaborators access the Product only to conduct work for Purchaser's benefit (b) the Collaborators are given access to Product under confidentiality terms on a need to know basis; and (c) Collaborators access the Product through any Purchaser-controlled cell production environment or other proprietary technological process environment. Seller shall not have any rights to any research results created by Purchaser through the use of the Product. Neither Purchaser nor any Purchaser Partner shall: (i) disassemble, decompile, reverse engineer, or otherwise commercially sell or distribute the Products supplied hereunder, in whole or in part; provided, however, that the foregoing shall not limit the right or ability of Purchaser or Purchaser Partner to identify defects, troubleshoot problems, evaluate, test, use or conduct any study utilizing any Product(s) as reasonably necessary to achieve the purposes of this Agreement (ii) use the Product(s) in any unlawful manner or for any unlawful purpose; or (iii) permit any third party who is not a Purchaser Partner to access or use the Products without prior Seller's consent. A separate special agreement may be concluded thereon.

C. **Confidentiality.** Each party agrees to maintain in strict confidence the Confidential Information of the other party and apply security measures not less stringent than such party applies to its own information like, but not less than a reasonable degree of care to prevent unauthorized disclosure and use of the Confidential Information. For purposes of this Agreement, "Confidential Information" means, with respect to Seller, the terms of the Agreement, all non-public information

relating to Products, all pricing, cost and other financial information, and all other non-public information identified as or reasonably understood to be confidential; and, with respect to Purchaser, the terms of the Agreement, all non-public information relating to the cell production process or other proprietary technological process details, and all other non-public information identified as or reasonably understood to be confidential. Confidential Information shall not include any item of information that (i) is lawfully received from a third party not under confidentiality covenant, (ii) is published or otherwise made known by the owner, (iii) was generated independently or already known by the disclosing party before disclosure by the other party, or (iv) is required by a court of competent jurisdiction or other governmental or administrative agency with jurisdiction to be disclosed.

7. COMPLIANCE WITH LAWS.

A. General Obligations. Purchaser shall have sole responsibility for ensuring that the use of the Products for its permitted use by Purchaser and its Collaborators (as the case may be) is at all times in compliance with applicable laws. LifeGlue shall comply with all reasonable requests for assistance by Purchaser in connection with Purchaser's efforts to obtain such licenses, permits, authorizations, registrations, additional validations or additional testing, to the extent applicable to the Products, provided that the Parties shall agree on the scope of such assistance to be provided by LifeGlue.

B. Notification. If Purchaser receives notice from a regulatory authority raising any issues concerning the safety or quality of any Product, Purchaser shall promptly notify LifeGlue of the same in writing. Upon receipt of such notification, LifeGlue shall make diligent and commercially reasonable efforts to cure such safety or quality issue(s) as they relate to the Products as promptly as possible.

C. Destruction. If any Product provided under this Agreement requires destruction after being transferred to the Purchaser, Purchaser agrees to destroy the Product in accordance with all applicable laws and will ensure safe and proper demilitarization, destruction and disposal once the Product or information is no longer required.

D. Regulatory. The Products supplied hereunder may not be used for any purpose that would require regulatory authority approvals or consents, unless such regulatory authority approvals or consents have been obtained. The Purchaser shall defend and indemnify LifeGlue against any liability, damage, loss or expense resulting from or arising out of Purchaser's failure to obtain all necessary regulatory authority approvals or consents or to comply with any regulatory laws in relation to Purchaser's use of such Products for such purpose.

8. CANCELLATION.

Seller reserves the right, in its sole discretion, to reject or to cancel any order for any reason, or as otherwise provided in Section 9, and LifeGlue shall have no liability to Purchaser in any way for any such cancellations. The Purchaser may cancel an order prior to Seller's Acknowledgement of the order but cannot cancel an order following Seller's Acknowledgement unless express written consent to such cancellation is provided by Seller. Orders cancelled by the Purchaser may be subject to a restocking fee up to 20% and any applicable material, service, or other costs, at Seller's sole discretion.

9. LIMITATION OF LIABILITY.

A. Limitation of Liability. Except in respect of any breach of the provisions of confidentiality and/or intellectual property rights, in no event shall either party be liable for any indirect, special, incidental or consequential damages, whether such damages are alleged because of tortious conduct or breach of contract or otherwise, even if the other party has been advised of the possibility of such

damages. Indirect damage refers to damages caused by: reduction or interruption in production or turnover ; other loss arising because of the Products cannot be used as intended; loss of profit arising because a contract with a third party has been lost or breached; loss of due to the damage to property other than Products; or other similar loss that is difficult to foresee. LifeGlue's entire liability for all claims in the aggregate arising from or related to each Product purchased by Purchaser, or otherwise arising under this Agreement will not exceed the amount of actual direct damages up to the total amounts paid by Purchaser to LifeGlue for the Product that is the subject of the claim. The existence of more than one claim or suit will not enlarge or extend the limit. Purchaser releases LifeGlue from all obligations, liability, claims or demands more than this limitation.

B. Other Limits. Except for actions regarding uncontested invoices, no action, regardless of form, arising out of the Agreement may be brought by either Party more than one (1) year after the reason for such action became known to the claiming Party.

10. GENERAL PROVISIONS.

A. Assignment. This Agreement may not be assigned except (a) with the advance written consent of the other Party, which consent shall not be unreasonably withheld, or (b) pursuant to a merger or the sale or transfer of substantially all of the assets of a Party (in which case both assignor and assignee shall provide written notice to the other Party).

B. Contact information. The Purchaser authorizes LifeGlue (and its successors and assigns, contractors and business partners) to store and use Purchaser's contact information in connection with LifeGlue's sale, support and servicing of the Products, and for other lawful purposes.

C. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by the Seller. In case of any conflict between translations, the English language version of this document shall control.

D. Force Majeure. Neither Party shall be liable for delay in performing or failure to perform any of its obligations under the Agreement if the delay or failure results from events or circumstances outside its reasonable control, e.g. acts of terrorism, errors or defects by a third party, shortage of power, strikes, or war ("force majeure"). Accordingly, any delay or failure due to force majeure shall not constitute a breach and time for performance shall be extended by time equivalent to the length of the delay caused by such an event.

E. Governing Law and Dispute Resolution. This Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its rules for choice of law. Any disputes relating to or arising in connection with this Agreement shall be finally settled in arbitration. The arbitrator is to be appointed by the Arbitration Committee of the Central Chamber of Commerce of Finland and the rules of the said Committee are to be followed in the arbitration. The award shall be final and binding on the parties hereto and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland. Notwithstanding the foregoing, nothing herein prevents LifeGlue from applying to the courts of any country for injunctive or other equitable relief to prevent or curtail any breach of this Agreement or for enforcement of an arbitral award.

F. Reference Rights. LifeGlue may list the name of Purchaser as licensee of LifeGlue technology.

G. Relationships of the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish or imply any agency, partnership or joint venture between the parties. Neither party shall act or describe itself as the agent of the other party and neither party shall have or hold itself out as having any authority to make commitments for or on behalf of the other party.

H. Severability. If any provision of this Agreement is, for any reason, held to be invalid, illegal or unenforceable, the other provisions of this Agreement will be unimpaired, and the invalid or

unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

I. Use of Affiliates and Subcontractors. LifeGlue shall have the right in connection with its obligations hereunder to contract with its group companies or one or more subcontractors for the manufacture and supply of one or more Products to Purchaser; provided that: (a) none of the rights of Purchaser hereunder are materially adversely affected as a result of such subcontracting; (b) any such group companies or subcontractor to whom LifeGlue discloses Confidential Information of Purchaser shall enter into an appropriate written agreement obligating such third party to be bound by obligations of confidentiality and restrictions on use of such Confidential Information that are no less restrictive than the obligations in this Agreement; and (c) LifeGlue shall at all times be responsible for the proper performance of such group companies or subcontractor.

11. PRODUCT SPECIFIC SUPPLEMENTAL PROVISIONS.

A. Personal Use. LifeGlue's Products are intended for use by organizations for research and/or business-related applications. Personal use of LifeGlue's products is not allowed. **Care in Use of Products.** Purchaser acknowledges that the Products may have unknown characteristics and therefore agrees to use prudence and reasonable care in the handling, storage, transportation, disposition and containment of the Products.

B. Intellectual Property. LifeGlue is not aware of any claims by third parties regarding third party intellectual property rights pertaining to the Products to use of the Products in internal research as specified in the Acknowledgement.

C. Feedback. Upon using the Products, on a voluntary basis Purchaser may provide feedback, report, concept, finding or other ideas on the Products to LifeGlue (collectively, "Feedback"). If Purchaser provides LifeGlue with any Feedback, Purchaser grants LifeGlue, under Purchaser's intellectual property rights in such Feedback, a non-exclusive, perpetual worldwide license to use such Feedback for LifeGlue's internal research, promotion, and business.