

TERMS AND CONDITIONS CORTALIX SERVICES

These general terms and conditions ("Terms and Conditions") apply to the relevant statement of work ("Statement of Work"), order, quotations and services provided by Cortalix B.V., located at MediTech Center, L.J. Zielstraweg 1, 9713GX Groningen, The Netherlands, registered with the Dutch Chamber of Commerce under number 89412729 ("Cortalix"), concerning the selection and production of antibodies and any other activities. By using the Services of Cortalix, the client ("Client") agrees to these Terms.

1. Scope:

- a. Cortalix provides services for generation, characterization and functionalization of customized recombinant single-domain antibodies ("Products") including both synthetic and immune library-based approaches, using its proprietary Platform Technology ("Platform Technology") and partner CROs (collectively, "Services").
- b. For each antibody project ("Project"), Cortalix will provide Client with a written quotation ("Quotation") and a statement of work ("Statement of Work") that includes the price of the Services, the estimated timeline, the Deliverables (as defined below) and a description of the Project, and any other terms agreed to by Cortalix and Client not expressly set forth in these Terms and Conditions. Each Quotation and Statement of Work is confidential, personal to Client, and non-transferable to any third party without Cortalix's prior written consent.
- c. Each order for Services ("Order") must be in writing and include Cortalix's Quotation Number, Client's order number, billing and shipping addresses, and a description of the Services ordered, along with a description of Client's Materials (as defined below). Each Order must be signed by an authorized representative of Client. Orders signed and sent by mail, fax, or email will be considered binding on Client unless Client notifies Cortalix in writing of the change or cancellation prior to receipt of Cortalix's confirmation ("Order Confirmation"). Prior to Order Confirmation, Cortalix reserves the right to refuse any Order in its sole discretion.
- d. If Client notifies Cortalix of a change or cancellation of an Order after an Order Confirmation has been sent by Cortalix, Client will pay Cortalix for the actual costs incurred in performing the Services prior to Cortalix's receipt of the change or cancellation from Client.
- e. Cortalix may at its sole discretion perform an initial feasibility assessment prior to commencement of paid Services. The terms and conditions of any such assessment shall be set out in the applicable Statement of Work.

2. Client Materials, Use and Storage of Client Materials

- a. "Client Materials" means materials provided by Client to Cortalix, or purchased or generated by Cortalix on Client's behalf for use as e.g. antigens in performing the Services. For clarity, Client Materials expressly excludes Deliverables or other antibodies generated by Cortalix in performing the Services.
- b. When Client provides Cortalix with Client Materials, Client shall (i) deliver the Client Materials to Cortalix's facilities at its own cost and risk and (ii) include the relevant safety information with the Client Materials as requested in the Quotation and Statement of Work.
- c. Cortalix shall use the Client Materials solely for the purpose of performing the Services.
- d. Cortalix shall not be responsible or liable for any loss or damage to Client Materials. Upon Cortalix's request, Client agrees to replace, free of charge, any Client Materials lost or damaged during the transport, storage, processing or use of the Client Materials by Cortalix.
- e. Client represents and warrants that it is authorized to provide the Client Materials to Cortalix for the performance of the Services and that (i) Cortalix's possession or use of Client Materials to provide the Services does not violate any law or regulation or infringe the intellectual property rights of any third party, and (ii) the security information relating to Client Materials is complete and accurate. Client shall indemnify Cortalix from and against any and all actions, claims, damages, losses and expenses incurred by Cortalix as a result of Client's breach of its representations and warranties set forth in this Section.
- f. Cortalix will store Client Materials, to the extent unused, for the duration of the Project, unless otherwise instructed by Client to destroy the Materials earlier.
- g. For immune library-based projects, Cortalix partners with specialized third-party CROs for animal immunization and immune library generation. Cortalix does not hold a license to perform animal work in-house and is not legally permitted to carry out such procedures itself.
- h. The Client acknowledges that the immunization procedures and resulting immune libraries are performed and delivered by the CRO under their own quality system and compliance with local regulations. Cortalix shall not be liable for the outcome or performance of immune libraries provided by external parties beyond what is contractually guaranteed by the CRO.

3. Performance of Services, Deliverables and Storage

- a. Cortalix shall use commercially reasonable efforts to provide the Services in accordance with the related Quotation.
- b. "Deliverables" shall mean the antibodies and other contracted services provided by Cortalix to Client and/or other Cortalix materials described in the Quotation, and all data, including any antibody sequence information generated in the performance of the Services and provided to Client pursuant to the Quotation.
- c. Cortalix shall store physical and digital versions of the genetic material encoding generated antibodies (the "Stored Items") for a period of two (2) years after its generation (the "Storage Period"). Such Storage Period may, upon request of Client, be extended for one (1) year upon each re-order of Deliverables by Client during the Storage Period. At the conclusion of the Storage Period, Cortalix shall destroy the Stored Items.
- d. The storage period for Client Materials is limited to one (1) year or the duration of the Project, whichever comes first.

4. Delivery

- a. The transportation of the Deliverables is the sole responsibility of the Client and at his expense. The risk of loss and damage passes to Client upon Cortalix's safe delivery of Deliverables in good condition to the courier. It is the responsibility of the Client to take out any insurance the Client deems necessary.
- b. Unless otherwise agreed by the Parties, the Deliverables shall be shipped to Client frozen on dry ice.

- c. Unless otherwise agreed by the Parties, Cortalix will select the courier. If it is agreed that the Client selects the carrier and/or the method, the additional costs will be borne by the Client.
- d. Cortalix will collect all Deliverables in 1 shipment at the same time. At the request of the Client, the deliverables can be sent in multiple shipments at the expense of the Client.
- e. Cortalix shall use commercially reasonable efforts to deliver the Deliverables on or before an agreed upon delivery date, but shall not be responsible or liable for any late delivery.

5. Warranties

- a. Cortalix cannot guarantee antibody performance, including but not limited to affinity, specificity, sensitivity, cross-reactivity or suitability for any specific downstream application.
- b. Any project-specific performance criteria, minimum numbers of unique antibodies, re-screening commitments or other success criteria shall apply only where expressly specified in the applicable Statement of Work.
- c. The Client understands and agrees that the Products are of an experimental nature and are provided without any warranty, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, suitability for any safety purpose, utility, effectiveness, purity, safety, non-toxicity, accuracy, and/or non-infringement. In particular, Cortalix and its affiliates, directors, officers, employees, or agents make no representation or warranty that the use of the Products will not infringe on any patent, copyright, trademark, or any other intellectual property right of a third party.
- d. The Client is responsible for obtaining all third-party intellectual property rights required for the use of the Products.
- e. The Client agrees to defend, indemnify, and hold Cortalix, its affiliated companies, as well as their respective officers, directors, agents, employees, and shareholders, harmless from any third-party claims, liability, demand, damages, expenses (including reasonable attorney and expert fees), and losses in the event of death, injury, illness, or property damage, infringement or misappropriation of intellectual property, or any other harm or damage resulting from:
 - i. the Client's violation of any of its representations, warranties, or commitments,
 - ii. any use, reproduction, sale, or importation of the Products by the buyer and/or its distributors or Clients.

6. Duty to Inspect and Notice of Objection

- a. Cortalix warrants that the Services and Deliverables will conform in all material respects to the specifications set forth in the applicable Quotation or Statement of Work. Client's sole and exclusive remedy for any breach of this warranty shall be replacement of the non-conforming Deliverables or re-performance of the affected Services, at Cortalix's discretion. No other remedies or damages shall apply.
- b. Upon receipt of the Deliverables, Client shall promptly inspect the shipment and verify:
 - i. that the quantity and labeling correspond to the Quotation or Order; and
 - ii. the frozen Deliverables have remained in an appropriately frozen condition upon delivery.
 Any discrepancies, shipping damage or thawing must be reported to Cortalix in writing without undue delay.
- c. In the event Client identifies any defect or non-conformity, Client shall notify Cortalix in writing:
 - i. within twenty-four (24) hours of receipt for shipping-related issues, including temperature deviations; and
 - ii. for defects not reasonably discoverable upon initial inspection, within twenty-four (24) hours of discovery, and in any event no later than fourteen (14) days after receipt.
 Failure to provide notice within these timeframes shall constitute irrevocable acceptance of the Deliverables.
- d. Client shall retain and, upon reasonable request, make the objected-to Deliverables available for inspection by Cortalix or its designated representative. Deliverables may not be returned without prior written authorization from Cortalix.
- e. If Client fails to notify Cortalix of any defect or non-conformity within the time periods specified above, or if the Deliverables are altered, combined with other materials, or used in downstream applications prior to notification, the Deliverables shall be deemed accepted.

7. Invoicing and Payment

- a. Invoices shall be issued by Cortalix in PDF format according to the milestones or timelines agreed upon in the separate Agreement or Statement of Work, which also may include any additional statutory VAT or sales taxes.
- b. Client agrees to pay Cortalix the agreed-upon fees for the Services as specified in the invoice.
- c. All payments must be made within 30 days of the invoice date, except for down payments. The Services will not commence until down payments have been received. Client agrees to pay a late payment charge on the unpaid balance equal to 1,5% per month or the maximum rate permitted by law, whichever is lower.
- d. Payments shall be made by wire transfer to the credit and account of Cortalix BV as follows:
 - Bank name: Rabobank Nederland
 - Bank Address: Croeselaan 18,3521 CB Utrecht, The Netherlands
 - BIC (SWIFT) code: RABONL2U
 - Account number: 10816 7798
 - IBAN: NL95 RABO 0108 1677 98
 - Account Name: Cortalix BV
- e. Cortalix reserves the right to pause the agreed activities to be carried out or not to deliver products or reports, if the Client fails to pay the agreed milestone payments, including down payments, whereby the Client's obligation to still pay these milestone payments remains fully intact.
- f. If Client cancels all or part of the Services after commencement, Client shall pay Cortalix for all Services performed, costs incurred and non-cancellable commitments entered into by Cortalix up to the effective date of cancellation.

8. Ownership, Intellectual Property Rights and Limitation of Use

- a. Unless otherwise expressly agreed in the applicable Master Services Agreement or Statement of Work, and subject to full payment of the applicable fees, Cortalix grants Client a non-exclusive, worldwide, royalty-free, non-transferable and non-sublicensable license to use Deliverables and Project Results owned by Cortalix solely for internal Research Use Only ("RUO"). Any Commercial Use requires rights expressly granted in the applicable Master Services Agreement, Statement of Work or a separate written License Agreement.

- b. Ownership of, and license rights to, Cortalix Background, Client Background, Project Results and Deliverables shall be governed by the applicable Master Services Agreement and Statement of Work, where executed. In the absence of such provisions, the terms of this Section 8 shall apply.
- c. "Cortalix Background" means all technologies, methods, know-how, materials, libraries, antibody sequences, sequence datasets, platforms, expression systems, frameworks, software, workflows, tools and other intellectual property owned or controlled by Cortalix prior to or outside the scope of the applicable Services. Cortalix retains all right, title and interest in and to its Cortalix Background. Payment for Services does not transfer ownership of any Cortalix Background to Client.
- d. "Client Background" means all technologies, methods, know-how, software, data, biological materials and other intellectual property owned or controlled by Client prior to or outside the scope of the applicable Services. Client retains all right, title and interest in and to its Client Background.
- e. Synthetic libraries. Cortalix's synthetic libraries, including all diversity, sequences, formats and derivatives thereof, are and remain the exclusive property of Cortalix, irrespective of the project in which they are deployed or the funding source. Client acquires no ownership rights, licence rights, or exclusivity in or to any synthetic library or any component thereof. Cortalix retains the unrestricted right to deploy synthetic libraries for its own purposes and for third parties at any time, subject only to the confidentiality obligations in Section 9. For the avoidance of doubt, Deliverables generated using Cortalix's synthetic libraries do not carry any field-of-use restriction or re-screening restriction by virtue of the library origin; any such restrictions, if agreed, must be explicitly stated in the applicable Master Services Agreement or Statement of Work.
- f. Immune libraries. Where an immune VHH library is generated specifically for Client under a paid immunization or immune discovery program directed to Client-defined target(s), such immune library and the target-specific binders identified therefrom shall be owned by Client. For purposes of this Section, the "Client Field" means the specific commercial field of use or application for the relevant target(s) as expressly identified in the applicable Master Services Agreement or Statement of Work. Where no Client Field is expressly identified, no field-specific restriction shall apply beyond the confidentiality and non-use obligations expressly set forth herein.
Cortalix retains the right to use the immune library, including underlying sequence diversity and screening outputs, solely for platform validation, technology development, service innovation, and the development or provision of services or products outside the Client Field. Cortalix shall not use the immune library or target-specific binders derived therefrom to compete with Client in the discovery, development or commercialization of products directed to the Client-defined target(s) within the Client Field.
Cortalix shall not disclose Client-specific binders, sequences, Client Materials or Confidential Information to third parties, and any permitted use shall remain subject to the confidentiality obligations set forth herein.
For clarity, nothing herein shall restrict Cortalix from independently generating immune libraries against the same target(s), or any other target, for third parties or for its own research, service or product development activities, provided that Cortalix does not use, disclose or rely upon Client's immune library, target-specific sequences, binders, Client Materials or Confidential Information in doing so.
- g. Where Cortalix develops unique Client-specific libraries or host cell lines for the expression of recombinant antibodies or proteins, any ownership, use and commercial exploitation rights relating thereto shall be expressly agreed in the applicable Master Services Agreement, Statement of Work or separate written license agreement.
- h. The Client is responsible for obtaining all third-party intellectual property rights required for the use of the Deliverables and Project Results, regardless of the nature of that use.
- i. Any improvements, modifications or enhancements to Cortalix Background conceived, developed or generated by Cortalix in the performance of the Services shall remain the exclusive property of Cortalix and are not included in any rights granted to Client, unless expressly agreed otherwise in the applicable Master Services Agreement or Statement of Work.
- j. Unless Commercial Use rights have been expressly granted in accordance with this Section 8, the Deliverables and Project Results may be used for Research Use Only and may not be administered to humans for any purpose.
- k. Client shall not, and shall not permit any third party to, reverse engineer, reconstruct or recreate any Cortalix libraries, discovery platforms, expression systems, engineering frameworks or other Cortalix Background, nor use any Deliverables or Project Results to build or support a competing antibody discovery or engineering platform, except as expressly permitted in the applicable Master Services Agreement or Statement of Work.
- l. If at any time the Client requests or obtains commercial usage rights to Deliverables, such rights shall not include any representation or warranty, whether express or implied, that the Deliverables, sequences, associated biological materials, production processes, formulations, analytical methods, or applications are free from infringement of third-party intellectual property rights. Client remains solely responsible for conducting its own freedom-to-operate assessment and obtaining all third-party licenses, rights, or permissions necessary for commercial development, manufacturing, regulatory submission or commercialization.
- m. Any exclusivity granted by Cortalix shall relate solely to Cortalix's ability to grant equivalent rights to third parties and shall not imply that third parties are legally prevented or restricted from pursuing similar technologies or obtaining independent rights.

9. Confidentiality

- a. Both parties agree to keep confidential any proprietary or confidential information disclosed during the provision of Services.
- b. Each of the Parties agree to keep confidential and to use only for the purposes of this Agreement any scientific and/or technical and/or financial data, information, material, know-how, etc. ("Confidential Information") disclosed by and received from the disclosing Party or developed in the course of the Services. In case one Party desires to disclose Confidential Information to a third party, it shall disclose Confidential Information to such third party only after having obtained disclosing Party's prior written consent. This does not apply if Cortalix subcontracts Services for Client. The receiving Party is obliged to bind such third party by a confidentiality obligation at least equivalent to the present one.
- c. Such secrecy obligation does not apply for Confidential Information that
 - i. was in the possession of receiving party at the time of the conclusion of this Agreement as shown by competent evidence;

- ii. was at the time of the conclusion of this Agreement in the public domain;
 - iii. after the conclusion of this Agreement becomes part of the public domain without a breach by the receiving Party;
 - iv. after signing of this Agreement is disclosed to receiving Party by a third party not under direct or indirect secrecy obligation to the disclosing Party;
 - v. is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as established by contemporaneous written records.
- d. Nothing herein shall be construed as the disclosing Party granting a license or other rights to the receiving Party under any patent, patent application, trademark or Confidential Information under any other proprietary rights.
- e. The confidentiality obligation shall continue for a period of five (5) years after the termination of the Services.

10. Limitation of Liability

- a. Each Party represents and warrants to the other Party that (i) the placement of Order(s) and the performance of the Services have been duly authorized by all applicable corporate actions; and (ii) it has no obligation that conflicts with these Terms and Conditions; and (iii) each Order is a legal and valid obligation, binding on both Cortalix and Client and enforceable against each of them in accordance with these Terms and Conditions.
- b. Except as stated in these terms and conditions, Cortalix makes no representations or warranties of any kind, express or implied, with respect to any information, delivery or services provided under these terms and conditions. There are no express or implied warranties of merchantability or fitness for a particular purpose, or of non-infringement or validity of any patent, copyright, trademark or other rights.
- c. Cortalix shall not be liable to Client for any indirect, incidental, special, consequential, financial, punitive or any damage or loss of profits, loss of business, interruption of business, however caused and on any theory of liability, whether based on contract, warranty, tort (including but not limited to negligence), strict liability, statutory or otherwise, arising out of or in connection with the performance of the services, or any breach of contract by Cortalix or otherwise, even if Client has been advised of, or was aware of, the possibility of such damages.
- d. Cortalix's total liability arising out of or in connection with the Services, whether in contract, tort or otherwise, shall in all cases be limited to the fees actually paid by Client for the specific Services giving rise to the claim.
- e. Cortalix's liability for any defect, delay, or failure in performance related to the generation of immune libraries is limited to the obligations and remedies contractually offered by the external CRO performing these services. The Client accepts that immune library generation involves biological variability and cannot be fully guaranteed by Cortalix.

11. Indemnification

- a. Client shall indemnify and hold harmless Cortalix and its agents, affiliates, employees, officers, consultants, and directors (the "Cortalix Indemnitees") from and against any and all liability, damages, losses, costs or expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third party claims or actions, including but not limited to personal injury and product liability matters, arising out of or in connection with Client's actions under these Terms and Conditions and the Statement of Work; provided, however, that Client's obligations under this Section shall not apply to the extent such claims or actions result from the gross negligence or willful misconduct of the Cortalix Indemnitees.

12. Termination

- a. Either party may terminate the Services upon written notice if the other party breaches a material term of the agreement and fails to cure such breach within 14 days of receiving written notice. Upon termination, the Client will pay for all Services rendered up to the date of termination. All provisions of the Statement of Work which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, confidentiality, indemnity, and limitations of liability.

13. Force Majeure

- a. Cortalix will not be liable to the Client for any failure or delay in performance due to events beyond its reasonable control, including but not limited to acts of God, governmental actions, war, national emergency, (acts of) terrorism, epidemics, strikes, or natural disasters.
- b. Cortalix reserves the right to defer the date of delivery or to cancel any order or reduce the volume of the Products or Services ordered by the Client without liability to the Client.

14. Place of Jurisdiction and Dispute Resolution

- a. These Terms and Conditions and the Statement of Work will be governed and interpreted in accordance with the laws of the Netherlands. Any disputes arising out of or in connection with the Terms and Conditions and the Statement of Work shall be referred to arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut, NAI). The place of arbitration shall be The Hague, the Netherlands. The arbitral proceeding shall be conducted in the English language.

15. Miscellaneous

- a. These Terms and Conditions, together with any applicable Quotation, Statement of Work and Master Services Agreement, constitute the entire agreement between the Parties. In the event of any conflict between these documents, the order of precedence shall be: (1) the executed Master Services Agreement, (2) the Statement of Work, (3) the Quotation, (4) these General Terms and Conditions. Any amendment, supplement or modification requires a written document signed by both Parties.
- b. Independent contractors: The relationship of the Parties hereunder is that of independent contractors and nothing in these Terms and Conditions and the Statement of Work shall be construed as creating a legal partnership, joint venture, or employer-employee relationship. Neither Party is an agent of the other and is authorized to make any representation, contract, or undertaking on behalf of the other Party hereunder.
- c. Severability: If any provision of the Terms and Conditions and the Statement of Work is found to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
- d. No waiver: Any waiver of any provision of these Terms and Conditions and the Statement of Work will only be effective if made in writing and signed by the waiving Party.

- e. No waiver of any provision of the Terms and Conditions and the Statement of Work shall be deemed a further or continuing waiver of such provision or any other provision, and the failure of Cortalix to assert a right or provision under the Terms and Conditions and the Statement of Work shall not constitute a waiver of such right or provision.
- f. Exclusivity: Notwithstanding anything contained herein, Cortalix shall at any time have the right to generate antibodies against any target for itself or for a third party, provided that such antibodies are generated independently, without the use of Client materials.

Groningen, The Netherlands.