

## **GENERAL TERMS AND CONDITIONS – RnD** (as of May 1, 2024)

*Aminoverse B.V. · Daelderweg 9 · 6361 HK Nuth · The Netherlands*

### **1. Terms of the Contract**

- 1.1. These are the terms of the contract (*terms*) according to which all research and development work and other work (*services*) in the framework of research projects (*projects*) and resulting materials and other provided products (*research products*) of Aminoverse B.V. (Aminoverse) are offered. Some services may be subject to software licenses or other written contractual terms (e.g. separate R&D contract), which are not included in these terms and are therefore supplementary terms (*supplementary terms*). Any offer or quote provided by Aminoverse is provided under these terms and optionally under supplementary terms if the offer or quote explicitly refers to any such supplementary terms. These terms together with the (possibly submitted) offer or quote and the (possibly applicable) supplementary terms represent the contract (*contract*) between the customer and Aminoverse to purchase the services or research products of Aminoverse. A contract is concluded when the customer's order (e.g. Purchase Order, PO, e-mail) is accepted either by sending a written order confirmation or by taking up scientific activities at Aminoverse as part of the service according to the order by the notified date. Verbal agreements of the parties shall only apply if expressly provided in the supplementary terms.
- 1.2. These terms exclusively apply. The possibly conflicting conditions of the customer do not apply, unless Aminoverse explicitly agrees to them in written form in individual cases. These terms apply to all claims, including future contracts, which are concluded between the customer and Aminoverse.
- 1.3. These terms apply only to companies, legal entities under public law and public law special funds.

### **2. Offer and Object of Contract**

- 2.1. Upon request of the customer an individual and non-binding offer without obligation is provided for any service or research product, unless it is explicitly marked as binding or contains a fixed term of acceptance.
- 2.2. For each service, project or research product the object of contract is declared in the offer. Stated measurements, key figures, and values for characteristics as well as technical specifications of the object of contract solely serve as an approach to describe and illustrate the object of contract and service or research product, respectively, unless an exact compliance is required for a contractually designated purpose and marked as such.
- 2.3. The customer may redefine the object of contract or change priorities at any time during the project. Accordingly, Aminoverse will provide a revised plan for the project and reassign available resources or provide an updated offer.
- 2.4. For services – especially research intensive services - Aminoverse at no time guarantees for the achievement of named outcomes and milestones, for the marketability of the researched objects and developed research products or the suitability for using them by the customer.

### **3. Delivery, Ownership and Order**

- 3.1. All deliveries are made *free carrier* (seat of Aminoverse B.V. in Daelderweg 9, 6361 HK Nuth, Netherlands) unless otherwise indicated. Aminoverse strives to comply with the specially specified delivery dates, provided that the necessary materials, goods and information are available and depending on compliance with the relevant processing times. All delivery times or dates are estimates only and deadline compliance is not an essential part of the contract.
- 3.2. Aminoverse is entitled to sometimes divide orders into partial deliveries. If so, the customer may receive a separate invoice for each delivery. Once an order has been given by the customer and acknowledged by Aminoverse, a cancellation is no longer possible. Changing the time of delivery may be possible if the customer approaches Aminoverse promptly.
- 3.3. All research products manufactured by Aminoverse outside or within the service are sold in accordance with FCA (Incoterms 2020). The research products of Aminoverse are regarded as delivered as soon as they are handed over to a transport company. From this date the customer bears the loss and damage risk.
- 3.4. Ownership of the research products will only pass to the customer (with the exception of software and code on which Aminoverse retains the rightful ownership) once full payment at one of the designated accounts of Aminoverse is received.

### **4. Examination**

- 4.1. Aminoverse strives to provide its customers with research products in good condition. Research products that are damaged or defective when received may be returned, or deficiencies corrected, provided Aminoverse is informed about the deficiency within 14 (fourteen) days of receipt. After the fourteen-day period, the research products are deemed as being accepted by the customer. Conditional to the obligation of the customer to give notice of defects, the customer does not lose thereby the rights that may be conferred in accordance with these terms and the legal warranty.

### **5. Price**

- 5.1. The price of services and research products produced therefrom is provided in the respective offer or quote and to be considered as estimate calculated on an hourly FTE basis if not indicated otherwise. The proposed time frame and resource allocation may not be sufficient to carry out all work described in the project. The progress will largely depend on the experimental results and on the desired research strategy to be followed. Depending on the progress and the wishes of the customer, the project may be extended for an additional period of time, immediately after the first period has ended, or the project may be expanded by assigning more FTE hours. In case of extension or expansion of the project, Aminoverse will provide to customer a new offer or quote.
- 5.2. The prices listed in the offer or quote or on the invoice do not include taxes (in particular no VAT), fees and state charges (for example customs) that may accrue with the customer order. If these apply, it is the customer's responsibility to pay the relevant taxes or charges. If Aminoverse is billed for any such charges, they will be passed through to customer for payment including a processing fee.

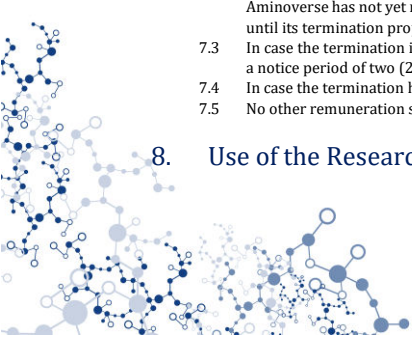
### **6. Payment**

- 6.1. Unless agreed otherwise, terms of payment are "30 days net without deduction", meaning that invoices must be paid net within 30 days from date of invoice in Euro (EUR, €) or US Dollar (USD, \$) whichever is stated on the invoice. Aminoverse may choose to accept alternative payment methods, e.g. payment via credit card, which will be noted on the invoice. Each order is a separate process; it is therefore not possible to offset payment of one order against another, unless Aminoverse has first acknowledged in writing the customer's right to do so.
- 6.2. In case of late payment, Aminoverse will charge 7% per month interest, or the maximum permitted by law, until the invoice is settled.
- 6.3. If it is necessary for Aminoverse to mandate a debt collection agency to collect unpaid amounts, Aminoverse is entitled to claim all reasonable costs of collection, including all reasonable costs related to litigation.
- 6.4. Aminoverse reserves the right to change payment terms without notice should it be deemed necessary.

### **7. Project Termination**

- 7.1. If the customer by itself makes an infeasibility determination of ongoing project(s) (e.g. due to managerial decisions), the customer shall, at its option, have the right to terminate the applicable project(s) with immediate effect pursuant a notice period of one third of the remaining total project duration, with a minimum of five (5) weeks or – in case the remaining project duration is less than five (5) weeks, until the end of the respective project.
- 7.2. If the customer so terminates, Aminoverse shall (i) cease all work on the terminated project(s), (ii) provide to the customer all research product and results generated (e.g. including enzyme variants) at the customer's expense and (iii) return to the customer any unused portions of the remuneration paid to date for such project(s) unless Aminoverse has not yet received any remuneration for the work to be ceased in which case the customer will provide Aminoverse with a remuneration for the performed work until its termination proportional to the hours spent in such work for which Aminoverse will provide an updated invoice.
- 7.3. In case the termination is at the conclusion of one of the stage gates/milestones for the applicable project and the respective Deliverable has not been fulfilled by Aminoverse, a notice period of two (2) weeks shall apply.
- 7.4. In case the termination happens in the course of a STOP-or-GO decision, no notice period shall apply.
- 7.5. No other remuneration shall be due in respect of the terminated project(s), except for any additional fee besides the contracted project budget (e.g. a success fee).

### **8. Use of the Research Products and Usage Restrictions**



- 8.1 As long as no contrary arrangements are made in the supplementary terms, all research products are solely for research purposes and not for any diagnostic or therapeutic use, neither for humans nor animals. All research products may only be used according to the instructions provided. Unless otherwise indicated, the research products of Aminoverse do not undergo regulatory inspections by a government or other organization (especially by medical device law), and the research products are neither tested for clinical, diagnostic or therapeutic use, nor for safety and performance or other specific use nor application. It is up to the client to ensure that the research products of Aminoverse are used in conformity with all applicable laws, patents, legal regulations and all other regulations and guidelines. Acquiring all the possibly required approvals and authorizations related to the research products lies in the sole responsibility of the customer. In addition, the customer must ensure that the research products are suitable for their particular use.

## 9. Limited Warranty when Purchasing

- 9.1 Claims for defects do not exist for only minor deviations from the agreed quality or insignificant impairment of the usefulness of the research products prepared by Aminoverse. For defects resulting from incorrect use or faulty installation for which Aminoverse is not at fault, Aminoverse assumes no liability.
- 9.2 The customer acknowledges and agrees that the research products may have biological and/or chemical properties that are unknown and unpredictable at the time of transfer, that they are to be used with caution and prudence. The customer may not use any of such research products in the diagnosis or treatment of any disease or condition in humans or animals.
- 9.3 The customer warranty claims presuppose that the customer has complied with the statutory inspection and the obligation to give notice of defects. Obvious defects have to be reported by the customer within 14 days after delivery of the research products. Hidden defects must be reported within 14 days after discovery of the defect indicated by the customer to Aminoverse, but at a maximum of 3 (three) months from receipt of the research product. Notification must be in writing.
- 9.4 Aminoverse provides the research products "as is", without any representations and without extending any warranties of any kind, either expressed or implied, including without limitation any expressed or implied warranties of safety, merchantability, fitness for a particular purpose or that the research products themselves or the use thereof in combination with other research products or in the operation of any process will not infringe any patent, copyright, trademark or other proprietary rights of any third party.
- 9.5 In case of a research product defect, Aminoverse reserves the right to decide at its option whether to refund any payments received, to remedy the defect or provide a defect-free research product to the customer.
- 9.6 The customer's rights for indemnity or replacement for a failed performance exist only in accordance with the following paragraph 13 and shall otherwise be excluded.
- 9.7 If the research product has in any way been modified by customer or third parties, who are not agents of Aminoverse, any liability of Aminoverse is excluded.
- 9.8 The quantity delivered may differ marginally from that stated in the order. In every case only the quantity actually delivered is invoiced.
- 9.9 Where appropriate, the customer agrees to allow Aminoverse to examine the research product at the location in the premises of the customer if the customer claims a defect of the research product (defect as to quality).

## 10. Storage of Material

- 10.1 Customer-provided materials (*customer material*) such as measurement data, sample material of nucleic acids or oligopeptides (list not exhaustive) are stored according to regulations over the term of the contract, secured and kept inaccessible to unauthorized persons.
- 10.2 Six months after the end of the contract Aminoverse is entitled to irretrievably destroy or delete customer material made available without giving reasons. It lies in the responsibility of the customer to inform Aminoverse within this period of 6 months that either longer storage or the delivery of the stored customer material is desired at the customer's expense.
- 10.3 The destruction of customer material does not apply to the storage of materials to which Aminoverse is obliged by law due to legal provisions.

## 11. Intellectual Property

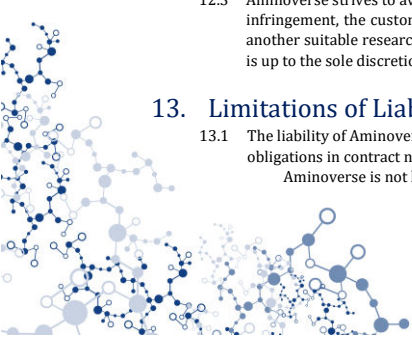
- 11.1 Unless otherwise indicated in the supplementary terms, all intellectual property rights of any oligopeptide (protein, enzyme) generated and modified during the service or project exclusively belong to the customer. This also includes any nucleic acid sequences encoding said oligopeptides with the exception of sequences derived from nature (aka wild-type sequences) without any modification or mutation.
- 11.2 Aminoverse retains all intellectual property rights with respect to the implementation of the service and all technologies, screening systems (assays), extracted and compiled research data, *in silico* models, software algorithms, code, findings from analyzes (e.g. homology models of enzymes) and further expertise, information and experimental work and procedures that have been used, conceived, developed, discovered, improved, realized or produced by Aminoverse, unless expressly stated otherwise in the supplementary terms.
- 11.3 As far as the use of the research products of Aminoverse moves outside the scope of the contract, the customer is solely responsible for obtaining the additional intellectual property rights necessary for such use (*additional rights*). Apart from that, the sale has no effect on the right of Aminoverse to enforce its own intellectual property rights.
- 11.4 The customer ensures that all customer materials provided and research services commissioned by the customer are free of third parties' property claims or that the licenses were obtained in time before commencement of the contract. Aminoverse has to take care that the methods, assays, software, algorithms, devices and technologies used under the contract are free from third parties' claims or that necessary operating licenses were obtained.
- 11.5 In the event of a patent application of the customer, Aminoverse will support the protection of intellectual property and send documents, materials and information as required based on the agreed hourly FTE rate.
- 11.6 Unless otherwise indicated in the supplementary terms or offer or quote, Aminoverse is entitled to receive a one-time applicable success fee of 40 % of the total project budget in which all Deliverables have been fulfilled or previously defined success criteria have been met. The success fee becomes due after submission of the Final Project Report (30-day term invoice).

## 12. Indemnity in Event of Infringements of Intellectual Property

- 12.1 Aminoverse will make good to the customer any legally determined damages which incur to the customer resulting from a breach of intellectual property rights of third parties and a third party has asserted in court against the customer if the damage is based on Aminoverse's infringement of any patent, copyright, trademark or other intellectual property of the third party, which makes the claim, by producing or selling a research product as part of the service. This applies only if Aminoverse had actual knowledge of the intellectual property rights and the actual injury at the time when the research product was produced by Aminoverse or sold to the customer. This indemnification does not apply to claims due to (i) a breach of the contract; (ii) the fact that the customer has not obtained the necessary additional rights for ordering and performing the service; (iii) the way in which the customer uses or resells the research products; or (iv) of modifications of the research products made by the customer or a third party. This indemnification also does not apply to (v) research products manufactured, assembled or labelled according to instructions, specifications or other instructions of the customer; or (vi) for research products from third parties. As a condition of this indemnity, the customer has to perform the following actions: inform Aminoverse in writing of any claim after gaining knowledge of such claim; admit no liability in connection with the claim or make no further action that could affect the defense of Aminoverse; allow Aminoverse if needed sole control with regard to the defense or the comparative financial statements with respect to the claim and in any event send and provide appropriate information, cooperation and assistance.
- 12.2 If a third party makes a claim against Aminoverse for infringement of intellectual property rights due to (i) research products which were researched, manufactured, assembled, used or labeled by Aminoverse for or on behalf of the customer as part of the service according to instructions, specifications or other instructions provided by the customer, or (ii) research product modifications by the customer or a third party, or (iii) the way the customer made, installed, assembled or used the research products, or (iv) research products sold on by the customer, or (v) a customer's breach of the contract, or (vi) the failure of the customer to obtain the additional rights required, or (vi) the use of the materials, documents and information by Aminoverse which were provided by the customer for the service, the customer will indemnify Aminoverse against all claims, losses, damages, liabilities and expenses (including reasonable costs of legal pursuit and other costs of defense or settlement agreement with respect to a claim) incurred by Aminoverse as a result of this claim.
- 12.3 Aminoverse strives to avoid claims of intellectual property right infringement. In case Aminoverse believes that a research product is subject to a claim of intellectual property infringement, the customer allows Aminoverse either: to secure the right to continue using the research product for the customer; or to replace the research product with another suitable research product of similar functionality; or to instruct the customer to return the research product to Aminoverse and Aminoverse refunds the price paid. It is up to the sole discretion of Aminoverse which of these options will be pursued.

## 13. Limitations of Liability

- 13.1 The liability of Aminoverse for damages, regardless of the legal grounds, in particular due to default, impossibility, defective or incorrect delivery, breach of contract, breach of obligations in contract negotiations or tort is – insofar as it is in matters of a fault – restricted pursuant to this provision:  
Aminoverse is not liable in the case of



- (a) simple negligence of its organs, legal representatives, employees or other vicarious agents;
  - (b) gross negligence of its non-executive employees or other vicarious agents, insofar as it does not concern the breach of contractual obligations.
- 13.2 Essential contractual obligations are the timely, faultless delivery and consultation, protection and regulatory obligations which shall allow the customer the contractual use of the research product or aim at the protection of lives and health of personnel of the customer or third parties or the property of the customer from significant damage.
- 13.3 Aminoverse is liable only within the contractually owed service, but in case of non-fulfilment not liable for any resulting damage for the customer of any kind such as loss of revenue, increased costs or lost (development) time [list not exhaustive]. Information or recommendations regarding the research products or project results are supplied under the condition that the customer will make its own determination as to the suitability of the research product prior to use. In no event will Aminoverse be responsible for damages of any nature whatsoever resulting from the customer's use of the research products and project results or reliance upon information or recommendations regarding the research products and project results.
- 13.4 As far as Aminoverse is liable on the merits for compensation pursuant this regulation, this liability is limited to damages which Aminoverse foresaw as possible consequence of a breach of contract when concluding the contract and following the norms of due diligence and care or considering the circumstances Aminoverse was aware of or should have been aware of. Indirect damages and consequential damages as result of defects to the subject matter of the contract are also only eligible for compensation to the extent to which such damages are typically to be expected if the subject matter of the contract is used as intended.
- 13.5 In case of liability for simple negligence the liability of Aminoverse for personal injury or damage is limited to an amount of EUR 2,000,000.00 (two million) per claim, even if it is a violation of non-conforming obligations. The above mentioned exclusions and limitations apply to the same extent in favor of the organs, legal representatives, employees and other vicarious agents of Aminoverse.
- 13.6 As far as Aminoverse gives technical or physical advice or provides consultation in the course of a project, this is done without any liability.
- 13.7 Aminoverse is liable - for whatever legal reason - without limitation for intent and gross negligence. For simple negligence Aminoverse is liable only
- (a) for damages resulting from the violation of life, the body or health
  - (b) for damages resulting from the breach of a contractual obligation (obligation on which the proper execution of the contract is based upon and on whose compliance the customer regularly relies and may rely); in this case the liability is limited to compensation for the foreseeable, typically occurring damage.
- 13.8 The limitations of liability resulting from paragraph 13 shall not apply if Aminoverse fraudulently concealed a defect or has provided a guarantee for the quality of the goods. The same applies to the customer's claims under the research product liability law.
- 13.9 Insofar as the liability for damages is excluded or limited in relation to Aminoverse, this exclusion or limitation also applies with regard to the personal liability of employees, workers, colleagues, representatives and vicarious agents of Aminoverse.

#### 14. Export Control and Anti-Corruption

- 14.1 Research products and information the customer receives from Aminoverse are subject to the laws of applicable provisions in The Netherlands and the applicable national and international export control laws and regulations. The customer may not directly or indirectly sell, export, re-export, transfer, divert, or otherwise send to a destination, a company or a person, research products or information (including other products derived from or based on the research products or information from Aminoverse), provided that this is prohibited according to the laws of The Netherlands, Europe or the respective relevant domestic, national or other laws. Furthermore, the customer will observe the relevant anti-corruption laws, in particular the provisions of the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, and the relevant provisions of the Dutch criminal law.

#### 15. Other Terms

- 15.1 Aminoverse is not responsible or liable for default to comply with its own obligations under the contract if this default occurs due to circumstances that were caused by force majeure.
- 15.2 If Aminoverse refrains from enforcing rights under the contract, it does not imply that this will be omitted in the future.
- 15.3 Should a court of competent jurisdiction adjudge that one or more of the provisions of the contract are invalid, unenforceable or impracticable, this has no effect on the remaining provisions of these terms or the contract. Apart from Aminoverse and the customer no person or entity has a right under those terms, the contract or any other contract, of which these terms are an integral part.
- 15.4 The customer agrees to keep confidential and not exploit for research, information, or commercial purposes all technical, inventive, commercial information (including prices) or instructions (including any nucleic acid and peptide sequences and protocols) and strategies for research and development which the customer obtained from Aminoverse as a result of discussions, negotiations, quotations and other communication between the customer and Aminoverse with respect to the purchase order of the customer, the service and the resulting research products.
- 15.5 Upon effective conclusion of the contract, the customer grants Aminoverse the right to use the company's name for advertising purposes as a reference customer on websites owned by Aminoverse, in press releases, presentations and lectures.
- 15.6 For three (3) years after effective conclusion of the contract, neither Aminoverse nor the customer will directly, or authorize a third party to, solicit, entice, persuade or induce any individual who is then an employee of the other party to terminate their employment with the other party. A party who violates this provision shall pay a personnel placement fee of 100% of the employee's annual base salary to compensate the other party. The foregoing does not prohibit a party from employing any such person who (i) contacts the party on his or her own initiative without any direct solicitation by or encouragement from the party, (ii) ceases to be employed by the other party prior to any direct solicitation by or encouragement or (iii) responds to a general employment advertisement or other general solicitation or recruitment effort not specifically aimed at employees of the other party.
- 15.7 These terms constitute and contain the entire understanding and agreement of Aminoverse and the customer with respect to the subject matter hereof. These terms supersede any and all prior and contemporaneous oral negotiations, understandings and agreements between the parties, including any purchase order or similar document issued by the customer to Aminoverse, regarding such subject matter. No waiver, modification or amendment of any provision of these terms will be valid or effective unless made in writing and executed by a duly authorized representative of each party. A waiver by any party of any of these terms in any instance will not be deemed or construed to be a waiver of such terms for the future, or of any subsequent breach hereof.

#### 16. Governing Law

- 16.1 The terms and the contract are subject to the laws of the Netherlands. Aminoverse is entitled to sue the customer at the general jurisdiction of the customer. In any case, any proceedings shall be in the English language.

