



TERMS AND CONDITIONS ("T&C")

The following General Terms and Conditions ("Agreement") shall govern the work order submitted by Company in Gubra Webshop and accepted by Contractor sending Company a written confirmation in Gubra Webshop (the "Work Order") for the purchase of the Services. If the Parties as of the Effective Date has entered into a Master Service Agreement ("MSA"), and in case of any conflicts between these T&C and the MSA, the terms of the MSA shall prevail, except in relation to payment terms, payments schedule, deliverables, study conduction, study setup and scientific matters, where these T&C shall prevail.

These T&C, effective as of the date of Contractor confirming the Work Order in Gubra webshop (the "Effective Date"), is made by and between

Gubra A/S, CVR. No. 3051 4041, Hørsholm Kongevej 11B, DK-2970 Hørsholm, Denmark (hereafter referred to as the "Contractor").

And

Its customer, having a place of business at the address listed in the Work Order ("Company") ordering the Service by signing the Work Order, each a "Party", collectively the "Parties".

1. Service

a. Terms; Protocol.

- i. These T&C sets forth the terms and conditions on which the Contractor will perform various non-GLP service activities (the "Services") as described in a separate document to be provided by Contractor under reference to these T&C and/or the Work Order (the "Protocol"). All Services will be performed by the Contractor in accordance with the conditions and terms set out in these T&C.
- ii. The costs, delivery times and other conditions of performing the Services in accordance with these T&C is agreed to between the Parties in a separate Work Order, by Company submitting the Work Order and Contractor accepting the Submitted Work Order in Gubra Webshop. Upon acceptance of the submitted Work Order by Contractor in Gubra Webshop, said Work Order will form an integral part of the Protocol.



- iii. No changes to the Protocol will be made without the specific request or prior consent of the Company. Any and all changes to the Protocol must be made in writing and approved by both Parties prior to its implementation.
- iv. Caused by the binding nature of the Protocol, it is hereby understood that in the case of any conflict between the Work Order and the Protocol, Parties shall negotiate in good faith to resolve this conflict. In case of any inconsistency between these T&C and the Protocol, the Protocol shall take precedence.

b. Performance.

The Contractor shall carry out the Services (a) diligently and with reasonable care in accordance with the Protocol, (b) with professional skill and care, and (c) in accordance with these T&C, the Protocol and such other reasonable acceptable written instructions as the Company may from time to time provide to the Contractor. All documents related to the study will be available for download in GubraView.

c. Quoting and payments.

In full consideration for the performance of the Services and the rights provided the Company hereunder, the Company agrees to pay the Contractor the amounts set forth in the Work Order.

d. Timing.

The Services shall not be commenced until Contractor has accepted the Work Order by sending a written confirmation in Gubra Webshop, Contractor having received full payment and satisfactory Materials as defined below, from Company has been received by Contractor c.f. Section 3 and shall last until its completion in accordance with the expected delivery times set out in the Work Order.

2. Materials

a. Transfer.

The Company is willing to transfer to Contractor, and Contractor is willing to receive, the samples and other materials specified in the respective Protocol hereto ("Materials"), for the sole purpose of conducting the Services on behalf of the Company at the facilities of Contractor. "Materials" include the original biological and/or other materials transferred to Contractor, as well as any derivatives, progeny, or improvements developed by Contractor there from, and any combination of the foregoing with other substances.



b. Limitation of Use.

The Materials will be used only for the Services within the scope of the respective Protocol on behalf of the Company and solely by the Contractor in Contractor's laboratory under suitable containment conditions. The Materials shall not be used for commercial or other purposes. Contractor shall not use, or authorize use of, the Materials on or in humans for any purpose under any circumstances.

c. Control of Materials.

Contractor agrees to retain control over the Materials and not to transfer the Materials to any person or entity other than the Company without the prior written approval of the Company. The Company reserves the right to distribute similar Materials to others and to use such Materials for any purpose that the Company may deem fit. Contractor agrees, at Company's request and expense to return all Materials and products or materials derived from such Materials, along with all copies of any written notes or documentation regarding Materials and/or the Service conducted with regard to such Materials, to the Company upon termination or completion of the Service, except that Contractor may retain one copy of its written notes and documentation in its confidential files for the sole purpose of ensuring compliance with Contractor's obligations under these T&C.

d. Representations.

The Materials are being made available in order to further service concerning it. SUBJECT TO SPECIFIC REQUIREMENTS IN THE PROTOCOL, IF ANY, THE MATERIALS ARE BEING SUPPLIED TO CONTRACTOR "AS IS", WITH NO WARRANTIES, EXPRESS OR IMPLIED, AND THE COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY MATERIAL PROPERTY. The Company represents that use of the Materials by Contractor will not infringe any patent or other proprietary right of any third party. To the extent the study performed by the Contractor includes cell based assays on receptors, the Company will obtain the relevant third party permissions, if required, necessary to use such receptors as expressed in a cell line to carry out the planned test on Company compounds. The Company shall document that such permissions have been acquired/licensed before such receptor assays can be released.

e. Indemnification by Contractor.

Contractor agrees to indemnify Company for any third party claims, including reasonable attorneys' fees for defending those claims, arising out of Contractor's (a) direct performance of the Services (except to the extent such claims result from Company's negligence, willful misconduct or breach of these T&C), (b) negligence or willful misconduct, or (c) breach of these



T&C. As a condition of this indemnification obligation, Company must promptly notify Contractor of a covered claim, must tender to Contractor (and/or its insurer) full authority to defend or settle the claim, and must reasonably cooperate with the defence.

f. Indemnification by Company.

Company agrees to indemnify Contractor for any third party claims, including reasonable attorneys' fees for defending those claims, arising out of Company's:

(a) use of the Results (as defined below) (except to the extent such claims result from Contractor's negligence, wilful misconduct or breach of these T&C),

(b) negligence or wilful misconduct, or

(c) breach of these T&C. As a condition of this indemnification obligation, Contractor must promptly notify Company of a covered claim, must tender to Company (and/or its insurer) full authority to defend or settle the claim, and must reasonably cooperate with the defence.

g. Care in Use of Materials.

Contractor acknowledges that the Materials are experimental in nature, may be toxic and may have unknown characteristics or properties and therefore agrees to use prudence and reasonable care in the use, handling, storage, transportation and disposition and containment of the Materials. In no event shall the Materials be introduced into humans. Contractor represents and warrants that Contractor and Contractor's facilities are fully licensed and approved under applicable law and that any and all facilities and resources applied by Contractor rendering the Services are suitable for the purpose. Hazardous properties of Materials known to Company should be communicated in writing to Contractor prior to shipment of Materials.

3. Refusal of Damaged or Poor Quality Materials

- a.** The Contractor reserves the right to refuse any Material received from the Company if, upon examination, the Material(s) partly or in whole is/are determined to be damaged and/or of poor quality. This determination will be made at the Contractor's sole discretion based on reasonable standards of quality and condition.
- b.** In the event that Material partly or in whole is refused, the Contractor will promptly notify the Company of the refusal, providing details regarding the condition of the Material and the reasons for its refusal.



- c. Upon refusal of the Material (partly or in whole), Company will to the extent possible ship new Material to Contractor as soon as possible. Company acknowledge that this will cause delay of the time of delivery. In case new Material cannot be shipped once again to Company, the parties will in good faith discuss how to modify or terminate the WO.
- d. Refused samples will upon request from Company be returned to the Company at the Company's expense. The Contractor will coordinate with the Company to arrange the return shipment.

4. Confidentiality.

- a. All oral and written communications received by Contractor or sent by Contractor to the Company relating to the Materials and/or the Services are, and shall remain, proprietary and confidential information of the Company. The Contractor agrees to hold all such information in confidence for seven (7) years after the termination of these T&C and not to disclose such information to any third party or use it for any purpose except the conduct of the Services, except that the Contractor shall not be required to keep confidential information that (i) is already known to the Contractor without any duty of confidentiality at the time of disclosure by the Company, (ii) has become publicly known and generally available through no wrongful act of Contractor or (iii) has been received by the Contractor from a third party authorized to make such disclosure.
- b. After successful completion of the first Protocol, Contractor may request Company for permission to mention the name of Company in its customer list, homepage, presentations, brochures and similar material, which request the Company will consider in good faith.
- c. The Contractor will not provide any Services under these T&C that include the collection, recording, storage, dissemination and/or any other activities which may constitute the "Processing" of "Personal Data" (as such terms are defined in the General Data Protection Regulation (EU) 2016/679, or "GDPR") unless both Parties agree to in a written amendment to the Agreement signed by both Parties.

5. Results.

- a. The Contractor agrees to communicate all results of the Services (the "Results") related to the Materials _____ in _____ GubraView.
- b. The Contractor shall not disclose the Results of the Services in relation to the Materials, including without limitation any inventions or discoveries, their underlying data, and/or any conclusions drawn from the Services, orally or in writing (e.g., by submission of a manuscript, abstract, patent



application, or otherwise) to any third party, without prior written request and approval of the Company.

- c.** Contractor agrees that (i) the Company is the sole owner of all data and Results relating to the effect of the Materials or to the specific compound or ingredients of the Materials generated in the performance of the Services, and (ii) Contractor will not use any data or other Results from the Services to file or support any patent application. Contractor agrees that any data or other Results developed under these T&C may be used by the Company as it sees fit, without additional compensation to Contractor.

- d.** For the avoidance of doubt the Contractor retains all intellectual property rights in discoveries, methods, other inventions or other useful results that are not related to a Protocol, a Work Order or to the effect, characteristics or properties of the Materials or to the specific compound or ingredients of the Materials. The Contractor is, subject to Sections 3, 4 and 8, entitled to use standard methods and the general knowledge acquired in supplying the Services for the purpose of performing services to a third party.

6. Data transfer.

The Contractor will communicate and deliver all obtained data from the Services to the Company as electronic documents available in GubraView.

7. Reports.

Unless otherwise stated in an agreed Work Order or Protocol, the Contractor will communicate all results of the Service to the Company electronically in GubraView. All information including without limitation, any copies, summaries, abstracts, and excerpts hereof are the sole property of the Company, and constitute confidential information of the Company.

8. Publications.

Given that information of significant interest to the scientific community results from the Service, it is the Company's sole decision whether one or more full scientific papers shall be submitted for peer-reviewed publication. In principle, the Company will be responsible for writing and submitting any manuscript covering the original observations of the



Service. However, if Contractor scientists have actively contributed by designing part of or the entire Service and/or Protocol and/or interpretation of data, they shall be offered joint authorship according to “Uniform Requirements for Manuscripts Submitted to Biomedical Journals” (International Committee of medical Journal Editors). All joint authorship submissions must first be read and approved in writing by representatives from both Company and Contractor.

9. Ownership of Intellectual Property Rights.

If the use of the Materials and/or the conduct of the Service by Contractor hereunder results in an invention or discovery or other commercially useful result relating to the effect of the Materials or to the specific compound or ingredients of the Materials, including without limitation a new use, improvement or enhancement of the Materials, whether patentable or not, (an “Invention”) the Company (or its designees) shall be the sole owner of such Invention and in any patent or other intellectual property right in and to such Invention. Contractor shall promptly disclose such Inventions to the Company in writing and cooperate with the Company, at the Company’s expense, in executing such documents as the Company may request to reflect the foregoing assignment and to seek patents relating to any Invention(s). For the avoidance of doubt the Contractor retains all intellectual property rights in discoveries, methods, other inventions or other useful results that are not related to any Protocol, Work Order, the effect of the Materials or to the specific compound or ingredients of the Materials.

10. No Conflict.

The Materials will not be used by Contractor in any service that is subject to consulting, licensing or similar obligations to any third party, unless written permission is first obtained from the Company. Contractor hereby warrants that the rights and obligations set forth herein do not, and during the term of the Agreement will not, conflict with any other right or obligation provided under any other agreement that Contractor has with any third party, including any sponsor or government entity.

11. Compliance with Laws.

Contractor shall use the Materials and conduct the Service in compliance with all applicable national, state and local laws and regulations, including without limitation all applicable guidelines from the Danish Animal Experimentation Inspectorate under the Danish Justice Department, which is fully compliant with the European directive (2010/63/EU) and internationally accepted principles for the care and use of laboratory animals.



12. Limitation of Liability

The Parties shall be liable to pay damages in accordance with the general rules of Danish law. In no event shall the liability arising out of these T&C exceed an amount equal to the total amount paid or payable as set forth in the relevant Work Order relative to the Service to which the claim relates. The Parties shall in no event be liable for operating loss, consequential damage, or any other indirect loss. The foregoing limitations shall not apply, if the loss results from gross negligence, wilful conduct or infringement of a third party's intellectual property rights by the Party causing the loss.

13. Force Majeure

Contractor shall not be liable to the Company for any loss or damage which may be suffered by the Company as a direct or indirect result of Contractor being delayed, prevented or hindered in the performance of any of its obligations under these T&C by reason of any circumstances beyond its control.

14. No Implied License.

Nothing in these T&C is intended to confer or grant, or shall be construed to confer or grant, to Contractor any license, right or other proprietary interest in the Materials or their use, or any intellectual property of the Company, whether by implication, estoppel or otherwise.

15. Independent Contractors.

The relationship of the Parties hereto is that of independent contractors. The Parties hereto are not and shall not be deemed to be agents, partners or joint ventures of the other for any purpose as a result of these T&C.

16. Term and Termination.

- a.** The term of these T&C shall commence as of the Effective Date and, unless extended by mutual written agreement or earlier terminated in accordance with the terms of this Section 16, shall run until completion of the Services.
- b.** Both Parties shall have the right to terminate these T&C in their sole discretion, with or without cause, at any time upon ninety (90) days' prior written notice of termination to the other Party.



However, Company may terminate a Protocol by giving 30 days advance notice to the Contractor.

- c.** Both Parties may terminate these T&C upon five (5) days' prior written notice of termination to the other Party if the other Party materially breaches or defaults in the performance of any of its obligations hereunder and that breach or default is either incapable of remedy or if capable of remedy, is uncured within ten (10) days after receipt of such written notice requesting remedy of the breach.
- d.** In the event these T&C is terminated by the Company pursuant to Sections 16b. or 16.c. above and Service work is still in progress or committed, Contractor shall, subject to Contractor mitigating where legally possible, be reimbursed on a pro rata basis in so far, the Services cannot be ceased prior to lapse of the notice period. Contractor shall be reimbursed for any reasonable costs and expenses paid or incurred with Company's approval in connection with the preparation for and performance of the Service prior to the effective date of the termination of these T&C and for which Contractor has financial commitments that cannot be reasonably avoided; provided that Contractor has made reasonable attempts to mitigate such costs and expenses.
- e.** Upon termination of these T&C pursuant to this Section 16, Contractor shall cooperate loyally with Company to provide for an orderly wind-down of the services provided by Contractor hereunder.
- f.** Termination of these T&C for any reason shall not release any Party hereto from any liability or obligation which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights and remedies it may have hereunder or at law or in equity which accrued or are based upon any event occurring prior to such termination.
- g.** Upon the expiration, cancellation or termination of these T&C, any and all Company property and Company confidential information, including without limitation all documents and other tangible things containing, describing or representing the Company property and Company confidential information, including without limitation any Materials in the possession of Contractor shall be immediately delivered to Company or alternatively, if requested in writing by Company, immediately destroyed, with written certification of such delivery or destruction, as the case may be, from Contractor delivered to Company within thirty (30) days of such delivery or destruction.
- h.** Any termination of these T&C (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any



provision of these T&C which is expressly or by implication intended to come into force or continue in force on or after that termination.

17. Invoicing.

Contractor will send the invoice to the address listed when Company submits the Work Order in the web shop.

18. Notices.

All notices, requests and other communications hereunder shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, in each case to the respective address specified below, or such other address as may be specified in writing to the other party hereto:

Contractor: Gubra A/S
Hørsholm Kongevej 11B, DK-2970 Hørsholm
Denmark
Attn: General Counsel
Email:

legal@gubra.dk

19. Miscellaneous.

These T&C contains the entire agreement between the Parties with respect to the subject matter contained herein and supersedes any previous understandings, commitments or agreements, oral or written with respect thereto between Company and Contractor. These T&C may only be amended in writing by authorized representatives of the Parties hereto. Neither Party may assign, sub-license, transfer or otherwise dispose of its rights under these T&C without the prior written consent of the other (such consent not to be unreasonably withheld or delayed) except that nothing in these T&C shall prevent or restrict Company from assigning, sublicensing, transferring or otherwise disposing of any of its rights under these T&C to (i) an affiliated company of the Company (ii) pursuant to any sale or transfer of substantially all the assets of the Company or (iii) pursuant to any financing, merger or reorganisation of the Company.

20. Applicable Law; Arbitration.

These T&C shall be governed by the laws of Denmark, without reference to conflicts of laws principles. Should any disagreement arise between the Parties in connection with these T&C, the Parties shall seek to initiate negotiations for



the purpose of solving the dispute with a positive, cooperative and responsible attitude. If necessary, efforts shall be made to escalate such negotiations to a high level within the Parties' organizations. When the foregoing procedure has been attempted, either of the Parties shall be entitled to demand that the disagreement be solved finally through arbitration. The arbitration tribunal shall be composed of three members appointed by the president of the Eastern High Court. The chairman shall meet the requirements for being a judge. The parties may submit a recommendation in respect of the two other members, who shall be appointed with proper regard for the special expertise that must be considered desirable for judging the dispute brought before the arbitration tribunal. Failing a majority decision, the chairman shall have the casting vote. The arbitration tribunal shall decide its own procedure. The award of the tribunal, which must be reasoned, shall be given as soon as possible and preferably within six months after appointment of the arbitration tribunal. The arbitration proceedings and the decision shall not be made public without the joint consent of the Parties, and each Party shall maintain the confidentiality of such proceedings and decision unless otherwise permitted by the other Party, except to the extent (and solely to the extent) either Party is required to disclose such information by applicable securities or other laws.