

AnalytiCon's Terms and Conditions of Service

These Terms and Conditions of Service ("Terms and Conditions of Service") apply to services provided by ANALYTICON DISCOVERY – a Division of BRAIN Biotech AG ("ANALYTICON DISCOVERY") unless an individually negotiated research and development contract with a customer has been agreed upon for the respective services. The services include research and development services as described in the offer by ANALYTICON DISCOVERY ("Project"). The customer and ANALYTICON DISCOVERY are individually hereinafter referred to as "Party" or jointly as the "Parties".

1. Commissioning. ANALYTICON DISCOVERY prepares an offer which contains the essential services and requirements for a specific Project. The customer sends ANALYTICON DISCOVERY a Project order if he/she wishes to commission ANALYTICON DISCOVERY for the Project on the basis of the respective offer. The Project will be bindingly agreed upon under these Terms and Conditions of Service as soon as ANALYTICON DISCOVERY sends the customer an order confirmation after receipt of the Project order. With the transmission of the Project order, the Customer accepts that these Terms of Service apply exclusively to the Project. Conflicting, deviating or supplementary terms and conditions of the customer are hereby excluded, unless otherwise expressly agreed upon in writing and confirmed by ANALYTICON DISCOVERY in writing, if necessary in the order confirmation. Unless otherwise agreed in text form in the Project order or in the order confirmation, ANALYTICON DISCOVERY will begin processing the Project no later than seven (7) days after sending the order confirmation or at the earliest after the arrival of all necessary customer materials (see Item 2.).

If Customer Material (as defined hereinafter) is provided later than two (2) weeks after an agreed or intended date, ANALYTICON DISCOVERY is entitled to postpone the start of a Project for up to four (4) weeks. ANALYTICON DISCOVERY is not obliged to keep a Project team ready if Customer Material necessary for the processing of a Project is not made available or other cooperation actions of the customer are omitted.

2. Customer Material. The customer shall provide ANALYTICON DISCOVERY at its own expense with the materials and information to be processed (e.g., substances of the customer, organisms and other similar material, construction or sequence information), the "Customer Material". If the Customer Material is necessary for the processing of the Project already at the beginning of the Project, the Customer shall make the Customer Material available to ANALYTICON DISCOVERY immediately after receipt of the order confirmation; if the Customer Material becomes necessary only in the course of the Project, the customer shall make the Customer Material available at the time specified in the respective Project plan or, if applicable, at a time individually agreed upon between the Customer and ANALYTICON DISCOVERY. The customer must provide the customer material in sufficient quantity for the planned Project work. All Customer Materials must comply with all specifications defined in the offer, and the customer shall provide ANALYTICON DISCOVERY with all necessary safety information/data and safety sheets relating to the Customer Materials. The Customer represents and warrants that it is authorized to provide ANALYTICON DISCOVERY with the Customer Materials for the Project and that the Customer Materials and information provided comply with all applicable legal and/or regulatory requirements, including, if applicable, requirements of data protection laws. For the use of the Customer Material in the laboratories of ANALYTICON DISCOVERY, a risk classification must be carried out by ANALYTICON DISCOVERY on the basis of the official requirements on the basis of the applicable statutory provisions (e.g., according to the German Protection against Infection Act, the German Genetic Engineering Act, the German Plant Protection Act or the German Ordinance on Animal Diseases). Together with the Project order, the customer shall provide ANALYTICON DISCOVERY with all information necessary for the risk classification.

The customer hereby grants ANALYTICON DISCOVERY a non-exclusive, non-transferable license or sub-license to use the Customer's Material for the respective Project.

Unless otherwise agreed upon in the offer, the customer shall make the Customer Material available to ANALYTICON DISCOVERY by delivery DDP (INCOTERMS 2020) to ANALYTICON DISCOVERY - a Division of BRAIN Biotech AG, Hermannswerder 17, 14473 Potsdam, Germany. ANALYTICON DISCOVERY assumes no liability for delays or other effects on the Project resulting from the failure of the customer or persons commissioned by the customer to provide the ANALYTICON DISCOVERY customer material and, if applicable, information for compliance with legal approval or notification requirements in a timely and proper manner.

The customer guarantees that the use of the Customer Material for the Project does not violate any rights of third parties. Should the customer or ANALYTICON DISCOVERY become aware of such third-party rights that could impede the implementation of the Project or the use of the results by the customer, they shall immediately inform the other party. If ANALYTICON DISCOVERY and/or the customer have to use the intellectual property rights of third parties to create and/or use the results, the customer and ANALYTICON DISCOVERY each have the right to terminate the Project with immediate effect.

3. Results. Unless otherwise specified in the offer, "Results" shall mean the specific data, information and, if applicable, modified customer materials that were processed, determined, analyzed or identified by ANALYTICON DISCOVERY within the scope of the Project, including a summary report at least in text form. ANALYTICON DISCOVERY agrees to transfer the Results generated within the Project to the customer and the customer becomes the sole and exclusive owner of all Results, provided that all remuneration associated with the Project has been paid. However, in no case shall the Results include any ANALYTICON DISCOVERY technology (as defined below) or the transfer of standard operating procedures or other proprietary technologies, know-how or methods or biological material from ANALYTICON DISCOVERY.

The customer expressly acknowledges and agrees that ANALYTICON DISCOVERY, subject to the confidentiality obligations contained herein and subject to the customer's rights to the Customer's Material and Results, is unrestricted

in its right to enter into cooperations with third parties, which cooperations may involve similar or identical materials, genes, gene constructs, substances or organisms as used in the services for the customer and may consequently produce similar and/or even identical results as the Results generated within the scope of the Project. If the Project involves the supply of physical items by ANALYTICON DISCOVERY to the customer, these items are supplied EXW (INCOTERMS 2020) ANALYTICON DISCOVERY, 14473 Potsdam, Germany.

4. ANALYTICON DISCOVERY Technology, license. ANALYTICON DISCOVERY is the owner and/or holder of proprietary technology, know-how and other intellectual property rights, including but not limited to patent rights and know-how related to the Services ("ANALYTICON DISCOVERY Technology"). Subject to the customer's rights to and on Customer Materials and the rights transferred to the customer pursuant to Section 3, any discovery, improvement, invention or know-how and all materials, SOPs and other methods developed, designed or reduced to practice in the course of the Project are and will be ANALYTICON DISCOVERY Technology and the sole and exclusive property of ANALYTICON DISCOVERY. ANALYTICON DISCOVERY hereby grants the customer a non-exclusive, worldwide, non-transferable license to use the ANALYTICON DISCOVERY technology as contained in the results exclusively and only to the extent necessary for the customer's use of the results for the development, production, marketing and sale of products, provided that no third-party rights conflict with this. The customer may not remove any ANALYTICON DISCOVERY copyright notices or attributions. The Customer is not entitled to reverse engineer the ANALYTICON DISCOVERY Technology licensed under this section or confidential information (as defined below) from ANALYTICON DISCOVERY for any purpose, nor to have its composition (chemical structure or sequence) analyzed.

The foregoing license is intended to enable the customer to use the Results in accordance with the customer's proprietary rights in the Results. Nothing in these Terms and Conditions of Service shall be construed to grant the customer the right to use the ANALYTICON DISCOVERY technology in an independent form, apart from the

Results, unless this is separately and expressly documented in writing and signed by both parties.

5. Remuneration. The remuneration to be paid by the client for the services is specified in the offer. All amounts stated in the offer are exclusive of any statutory value added tax that may be applicable. The respective invoice amount, including VAT, if applicable, is to be paid to ANALYTICON DISCOVERY by the customer. The payment dates are specified in the offer or in the order confirmation. If no dates of payment have been agreed upon, the remuneration is due at the beginning of the Project. All payments made by the customer are non-refundable upon expiration or termination of the Project, for whatever reason. ANALYTICON DISCOVERY invoices are payable within thirty (30) days after the invoice date without any deductions, unless otherwise agreed in the offer or in the order confirmation. The customer shall only be entitled to set off claims if his counterclaim is undisputed or has been legally established. The customer shall only be entitled to a right of retention insofar as his counterclaim is based on the same Project and is undisputed or legally established.

6. Confidentiality. Each Party and its respective employees, agents, representatives, representatives and professional advisors shall keep all Confidential Information strictly confidential and shall not use it for any purpose other than the Project. "Confidential Information" shall mean any information provided to one Party by the other Party by any means and of any nature whatsoever, if such information is not publicly available at the time of disclosure and is either marked as confidential or reasonably believed to be confidential. The above obligations of confidentiality and non-use shall be binding for a period of six (6) years after the date of the Project Order, notwithstanding any earlier completion or termination of the Project. For the avoidance of doubt, the customer may use the results according to clause 3. without restriction of confidentiality.

Each party is further entitled to disclose Confidential Information of the other party to authorities, courts or the public without the prior consent of the other party if disclosure is required by mandatory legal or other official requirements. In such case, the Party that discloses Confidential

Information shall inform the other Party, to the extent it is legally able to do so, without delay and shall limit the disclosure of Confidential Information to the extent legally possible.

7. Quality of Service. ANALYTICON DISCOVERY performs the services described in the offer in an appropriate manner and in accordance with the state of the art. ANALYTICON DISCOVERY makes no further representations or warranties and does not warrant that the services will be successful in whole or in part and/or that the results (Section 3.) are suitable for the purposes of the customer. The use of the results by the customer is at the sole risk and responsibility of the customer and ANALYTICON DISCOVERY assumes no liability arising from or related to the use of the results by the customer.

ANALYTICON DISCOVERY is entitled, but not obligated (unless this is expressly stipulated as part of the services in the offer), to test the customer material for compliance with the specifications defined in the offer, e.g. for identity, characteristics and solubility. For the avoidance of doubt, the license granted under Section 2 extends to such tests. The Customer acknowledges and agrees that the Services will be unsuccessful or unable to meet the intended criteria if the Customer Material does not meet the specifications defined in the offer.

8. Liability, prescription. In cases of (i) intent and gross negligence, (ii) culpable injury to life, body or health, and (iii) liability under the German Product Liability Act, ANALYTICON DISCOVERY's liability shall be governed by the applicable German laws. ANALYTICON DISCOVERY shall also be liable in the event of a simple negligent violation of essential contractual obligations (obligations that are of essential importance for the Project and on the fulfillment of which the customer may rely) with the proviso that the liability is limited to the total amount of damages that are typical and foreseeable at the time the contract is concluded. The above provisions govern the full scope of ANALYTICON DISCOVERY's liability; any further liability of ANALYTICON DISCOVERY is excluded.

9. Termination. Either Party may terminate the Project in the event of a material breach by the other Party for cause if the other Party has not remedied such breach within fourteen (14) days after written notice is given by the non-breaching Party. Termination by the customer during the term of the Project is only possible if the respective offer expressly provides for a right of termination, e.g. in the event that a milestone is not reached.

10. Subcontracting. ANALYTICON DISCOVERY may subcontract parts of the Project tasks. These include, for example, synthesis services such as gene and primer synthesis, cloning work and sequencing. By placing a Project order, the customer gives his consent to the assignment of such activities to third parties and/or to the performance of such activities at external facilities, including the provision of information and/or the transfer of customer material to such subcontractors and/or external facilities.

11. Assignment. Assignments of the Customer's claims arising from a Project are only effective with the written consent of ANALYTICON DISCOVERY.

12. General provisions. These Terms of Service are governed by and construed in accordance with the laws of Germany. Conflict of laws rules do not apply. Amendments and supplements to these Terms of Service or the Project order must be made in writing and must be confirmed by both parties in writing. The exclusive place of jurisdiction for all disputes arising from or in connection with these Terms of Service or the Project Order are the courts at the place of business of ANALYTICON DISCOVERY. Should any provision of these Terms of Service be invalid in whole or in part, the validity of the remaining provisions shall remain unaffected.