

Intravacc B.V. Standard Terms and Conditions for Services

Intravacc B.V., having its offices at Antonie van Leeuwenhoeklaan 9, 3721 MA Bilthoven, The Netherlands

1. DEFINITIONS

1.1 The following terms are written with initial capital and are defined as follows:

1.1.1 **'Agreement'** means the service agreement of which these terms and conditions of Intravacc form an integral part;

1.1.2 **'Business Days'** means calendar days, except weekends and generally recognized public holidays;

1.1.3 **'Client'** means the counterparty of Intravacc for whom Intravacc will perform Services;

1.1.4 **'Confidential Material'** means all information disclosed or materials released by, or on behalf of, Parties and includes information disclosed in writing, verbally or by any other means disclosed before, after or on the commencement date of the Services, or information relating to Parties operations, processes, plans intentions, production information, know how, data formulae, expertise, methodology, drawings, specifications, design rights, trade secrets, market opportunities and business affairs;

1.1.5 **'Improvements'** means any invention, variation, development, modification, adaptation, design, (personnel) qualifications, specific skills and expertise, technique, discovery or improvement, including intellectual property made, developed, created, written, prepared, expanded, added to, or modified in any manner by Intravacc to the Intravacc Background Technology in relation to the Services;

1.1.6 **'Intravacc Background Technology'** means any intellectual property and knowhow proprietary to Intravacc, either (i) owned or controlled by Intravacc prior

to the commencement of the Services, (ii) used in performing the Services and (iii) which is developed independently of the Services;

1.1.7 **'Material'** means biological material conceived for Client by Intravacc for the purpose of the Services;

1.1.8 **'Offer'** means a written proposal including a quotation to perform Services by Intravacc;

1.1.9 **'Parties'** means Intravacc and Client collectively, and Party means either one of them, as the context may require;

1.1.10 **'Results'** means work, items, Material or information, including intellectual property, as specified in the Offer, produced or developed by or on behalf of Intravacc in providing the Services for Client, excluding Intravacc Background Technology and/or any Improvements;

1.1.11 **'Services'** means the work, as specified in the Offer and/or Agreement, that Intravacc will perform for the Client;

1.1.12 **'Third Party'** means any person or entity other than Intravacc and/or Client.

2. APPLICABILITY

2.1 These general terms and conditions apply to all Services carried out by Intravacc for a Client. Any general terms and conditions used by the Client that conflict with these terms and conditions are not applicable, unless Intravacc explicitly accepts such applicability in writing in the Offer and/or Agreement. Intravacc is not bound by an exclusion of the applicability of these general terms and conditions in the acceptance by the Client of an Offer of Intravacc. Any conditions of the Client, stated on Client's letter paper, order forms, order confirmations, invoices etc. are not



applicable to the Services performed by Intravacc

- 2.2 For the avoidance of doubt, should any provisions of these standard terms and conditions conflict with the provisions of the Offer and/or Agreement, the provisions of the Offer and/or Agreement shall prevail.

3. SCOPE OF SERVICES

- 3.1 Offers are valid during ninety (90) days except if explicitly stated otherwise in the Offer.
- 3.2 The scope of Services to be performed by Intravacc for Client is described in the Offer and/or Agreement. The effective date and duration of the Services are indicated in the Offer and/or Agreement.

4. PAYMENT

- 4.1 Client will pay the fee, price and/or costs as stated in the Offer and/or Agreement into the account of Intravacc. Additional to this are the cost for travel, accommodation and related expenses if applicable. Travel days are charged at the rate as indicated in the Offer and/or Agreement or if not indicated in the Offer and/or Agreement Intravacc will use a fare reasonably available. Any applicable Value Added Tax and withholding taxes will be charged to Client.
- 4.2 In the event of Client terminating the Offer and/or Agreement, no fees and/or non-cancellable costs paid up to the termination notice date shall be refunded. In the event of Intravacc terminating the Agreement, all fees that have been paid but not yet consumed shall be refunded.
- 4.3 All the payments shall be made within 30 (thirty) Business Days from the invoice date of Intravacc. If this term is exceeded, the Client is in default and all claims of Intravacc will be immediately payable up to the full amount. In such cases Intravacc will also be entitled to compensation of statutory interest (as applicable to trade agreements) increased by two (2) percent over the amount due as well as all costs

connected to the recovery of the amount due.

- 4.4 Intravacc is entitled to suspend or terminate its Services on account of the Client's failure to pay an invoice within the stipulated time limit.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 If Client wishes to use the Intravacc Background Technology and/or Improvements, Parties will negotiate a separate agreement concerning the use of Intravacc Background Technology and/or Improvements.
- 5.2 Client acknowledges that all right, title and interest in and to Intravacc Background Technology and/or Improvements belongs to Intravacc (this includes all intellectual property and related rights in/or to Intravacc Background Technology and/or Improvements). Client will not claim or pretend any right regarding the Intravacc Background Technology and/or Improvements, apart from the rights explicitly granted in writing by Intravacc.
- 5.3 Intravacc acknowledges that all right, title and interest in and to the Results vests in Client. Intravacc assigns all right, title and interest to the Results to Client. For the avoidance of doubt, any Intravacc Background Technology and/or Improvements conceived during the services shall be excluded from the Results.
- 5.4 Intravacc will not claim or pretend any right regarding the Results, apart from the rights explicitly granted in writing by Client.

6. GENERAL OBLIGATIONS OF INTRAVACC

- 6.1 Intravacc will use commercially reasonable efforts, according to professional standards and comparable to the level of efforts Intravacc applies to its own performances of comparable development projects without guaranteeing specific results other than compliance with the terms of the Offer and/or Agreement, to carry out the



Services. Intravacc will use reasonable efforts to carry out the Services within agreed timelines but such timelines may change for technical purposes and can be extended on reasonable request.

- 6.2 Intravacc keeps the Client informed about the execution of the Services. Intravacc will use reasonable efforts to provide on request information about the progress of the performance of the Services or alterations with respect to the financial aspects of the Services.
- 6.3 At the termination of the Services, Intravacc, shall, within thirty (30) days or the term agreed in the Offer and/or Agreement, provide the Client with the Material and documents and reports of the Results of the Services. Intravacc can use the Results for its own internal purposes. Intravacc will not provide Results to third parties without prior written consent from Client.
- 6.4 Following clause 6.3, the transfer of Material shall be EXW in a manner agreed upon in writing between Client and Intravacc. In case Client wishes Intravacc to store any Material longer than thirty (30) days parties shall conclude a storage agreement specifying the storage and costs thereof.

7. GENERAL RIGHTS & OBLIGATIONS OF THE CLIENT

- 7.1 The Client shall retain full ownership of any materials and/or information provided to Intravacc for the purpose of conducting the Services.
- 7.2 The Client is responsible for the timely supply as well as the correctness of any information, data and decisions provided from Client to Intravacc, necessary for the proper fulfilment of the Services.
- 7.3 The Client shall evaluate within thirty (30) days after receipt the documents and reports on the Results which Intravacc prepares in the course of fulfilling the Services, and if so desired authenticate them after approval.
- 7.4 The Client has an obligation to warn Intravacc within thirty (30) days if Client has noticed a potential shortcoming in the

Services and/or in the documentation and/or reports thereof. If Client does not report any potential shortcomings within the thirty (30) day term it shall be deemed to have accepted the Services and confirm that the Services were conducted by Intravacc to the satisfaction of the Client..

- 7.5 At the request of and after consultation with Intravacc, the Client assigns a person who will represent Client with respect to the Services.

8. CONFIDENTIALITY

- 8.1 Parties shall not disclose to others and will keep in strict confidentiality all Confidential Material received from other Party, directly or indirectly, in whatever form in connection with the Services.
- 8.2 The confidentiality obligation of Parties does not apply to information which Parties can prove by documentary evidence that:
 - 8.2.1 It was in its possession or in the public domain prior to the disclosure to the other Party;
 - 8.2.2 After its disclosure to the other Party, it became part of the public domain by publication or otherwise through no fault of Parties;
 - 8.2.3 After its disclosure to the other Party, it was received from a third Party who was legally entitled to disclose that information and who did not acquire it directly or indirectly from the other Party; or
 - 8.2.4 Is developed independently without access to the Confidential Material.

If a Party is under a statutory duty and/or is obliged by a court order to disclose all or part of the Confidential Material disclosed to it under this Agreement it may do so, provided such disclosure is strictly limited to the provisions of such court order. In case a Party is required to disclose any Confidential Information it shall promptly inform the other Party.

- 8.3 Parties will use the Confidential Material solely for the purposes of the Services. It is explicitly understood that Parties,



without prior written consent, are not allowed to make publications in connection with the Confidential Material supplied by Parties in connection with the Services.

9. LIABILITY AND WARRANTIES

- 9.1 In no circumstances shall Intravacc be liable to the Client in contract, tort or otherwise howsoever arising or whatever the cause thereof, for any indirect or consequential damages of any nature, such as but not limited to any loss of profit, business, contracts, revenues or anticipated goodwill, reputation, contracts, revenues or anticipated savings.
- 9.2 Intravacc's liability is in any event limited to the amount paid by Client for the Services in the respective timeframe, with a maximum of EUR 10.000,-.
- 9.3 The Services are provided "as is" and without any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose or non-infringement of third parties intellectual property rights
- 9.4 The Client indemnifies Intravacc against any and all claims by third parties with respect to the information, data and decisions provided in accordance with clause 7.2. This indemnification shall also apply for documents and reports of the Services provided by Intravacc are based on information, data and decisions provided by Client.

10. FORCE MAJEURE

- 10.1 Neither Party shall be liable for delay or failure to perform its obligations hereunder due to any contingency directly impacting such Party's delay or failure to perform and beyond its reasonable control, after reasonable efforts to exercise such control, including but not limited to floods, fire, storms, pandemics or epidemics, acts of God, earthquakes, explosions, hostilities, civil commotion, war (declared or undeclared), riot, political insurrection, rebellion, revolution, acts of terrorism, acts or orders of or expropriation by any government (whether de facto or de jure), prohibition of the transport, import or export of Material, inability to procure or shortage of suppliers of necessary

materials, equipment or production facilities, lack of sufficient qualified personnel to provide the services (beyond the reasonable control of Intravacc), quarantine restrictions, strike, lock-out or other labour troubles which interfere with the performance of the Services by Intravacc or its subcontractors ("Force Majeure").

- 10.2 In case a situation of force majeure arises, that prevents a Party to fulfil its obligations under the Offer and/or Agreement, the Party shall inform the other Party withing three (3) business days.
- 10.3 In the event that any Force Majeure cannot be removed, overcome or abated within six (6) months (or such other period as the Parties jointly shall determine) from the date the Party affected first became affected, then either Party may, at the expiration of such period by notice to the other Party cease its activities under the Offer and/or Agreement and terminate the Agreement.

11. TERMINATION

- 11.1 Either Party may terminate the Agreement with immediate effect prior to the completion of the Services in the event of
 - (i) bankruptcy (faillissement) of the other Party;
 - (ii) a moratorium of payments (surseance van betaling) of the other Party;
 - (iii) entering into a debt rescheduling arrangement (schuldsaneringsregeling) of the other Party;
 - (iv) a situation of force majeure, that prevents a Party to fulfil its obligations under the Offer and/or Agreement, continues for more than three (3) months;
 - (v) the other Party's continuing failure to perform its obligations under this Agreement, after being requested to do so within thirty



(30) Business Days after a notice in writing.

11.2 The termination of this Agreement shall not affect:

- (i) any obligations or rights of the Parties which shall have accrued on or before the date of termination; and
- (ii) the coming into force or continuance in force of any provision of this Agreement expressly or by implication intended to come into force or continue in force on or after termination.

11.3 On termination of this Agreement, unless the Agreement is terminated due to gross negligence ('grove schuld') or fraud ('bedrog') on the part of Intravacc, Client will pay to Intravacc:

- (i) all the incurred and non-cancellable costs directly or indirectly related to the Services carried out in accordance with this Agreement up to and including the date of termination; and
- (ii) any reasonable additional expenses incurred with Client's approval; and
- (iii) any other financial commitments Intravacc has incurred in relation to the Services which could not be reasonably avoided.

12. MISCELLANEOUS

12.1 If any provision of these terms and conditions shall be finally held illegal or unenforceable, such a provision shall be severed and the remaining provisions of these terms and conditions shall remain in full force and effect and the parties shall agree upon a reasonable replacement for such a provision.

12.2 Nothing in these terms and conditions shall create or be deemed to create a relationship between the parties of

employment, agency, partnership or joint venture.

13. ASSIGNABILITY

13.1 The Offer or Agreement and the rights and obligations contained in it shall not be assigned or transferred to third parties except that Intravacc may assign the Offer or Agreement, without such consent, to an entity that acquires all or substantially all of its business or assets to which the Offer or Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise.

14. DISPUTES AND APPLICABLE LAW

14.1 The Services shall be governed by the laws of the Netherlands. In the event a dispute arises between the Parties in connection with this Agreement, the Parties shall try to settle such dispute amicably. Should they fail to agree, the dispute will at Intravacc's option be submitted to the competent court in Utrecht, the Netherlands.