

Standard Terms and Conditions for the Sale of Products and Services

1. Scope of Application

1.1. These Standard Terms and Conditions ("Terms") for the sale of Products and Services by SIEGFRIED DINAMIQS AG ("DINAMIQS") shall govern all business relations entered into by DiNAMIQS and a customer of DiNAMIQS ("Customer") in connection with research-grade viral vectors manufactured and/or supplied by DiNAMIQS ("Products") and/or the provision of certain contract manufacturing, research & development or other services rendered by DiNAMIQS ("Services").

1.2. These Terms shall apply to (i) Quotations as well as (ii) any other business relations between DiNAMIQS and its Customer which are subject to a written agreement between DiNAMIQS and Customer, unless such written agreement explicitly waives the applicability hereof.

1.3. Different or additional specific terms agreed on by the Parties in a written agreement or offered by DiNAMIQS in writing shall prevail over these Terms. The applicability of any general terms and conditions of the Customer shall be excluded.

2. Quotations of DiNAMIQS

2.1. Any quotations, offers or proposals submitted by DiNAMIQS to Customer for Products or Services together with, possibly, other documents describing the Products or the scope of the Services, such as the Customer's study plan, clinical protocol or specifications ("Quotation") are binding on DiNAMIQS only when in writing and duly signed by DiNAMIQS.

2.2. Any Quotations are binding on Customer when confirmed by Customer in writing or by other means evidencing the acceptance of the Quotation by Customer (such as, but not limited to, e-mail).

2.3. Customer acknowledges that statements or forecasts made by DiNAMIQS in Quotations or otherwise as to the availability of certain Products, Services, laboratory or production capacities are non-binding estimates, unless expressly stated otherwise, and may be altered subsequently as a result of capacity limitations.

3. Orders

3.1. Customer shall issue purchase orders to DiNAMIQS authorizing DiNAMIQS to commence the manufacture of Products or the performance of Services ("Order") in line with the Quotation. Any such Order shall adequately identify the Products or Services that are ordered by Customer, the quantities, delivery or completion dates for the Products, Services and/or the Deliverables as well as the pricing. The pricing and other commercial terms must be in line with and match the latest Quotation.

3.2. DiNAMIQS shall confirm whether it will meet Customer's Order ("Order Confirmation"). After receipt by the Customer of an Order Confirmation, the Order shall be non-cancellable.

4. Modifications

4.1. Any changes to the Product, the scope or timeline of the Services, the Deliverables or to documents previously approved by the Customer, which are ordered by the Customer, imposed by a third party or made necessary as a

result of a change of regulations or due to unforeseeable administrative or legal changes, shall give rise to the conclusion of a written amendment and a revision of the price for the Products or Services. Such amendment shall determine the nature of the modifications or additions to the Products or the Services, their cost and their possible impact on the time schedule.

4.2. DiNAMIQS reserves the right to only carry out modifications agreed in an amendment duly signed by both Parties.

5. Prices and Payment Terms

5.1. All prices offered by DiNAMIQS are (i) in case of domestic supply EXW DiNAMIQS' site or (ii) in case of international supply FCA DiNAMIQS' site, both (i) and (ii) pursuant to Incoterms 2020 (or any subsequent version), unless otherwise stated in the Quotation.

5.2. Unless expressly agreed to otherwise in writing, all prices offered by DiNAMIQS are excluding (i) any taxes, fees, tariffs or duties, (ii) third-party licensing fees, and (iii) any packing, transportation or insurance costs.

5.3. DiNAMIQS may adequately adjust prices for Products or Services offered in the Quotation to reflect changing cost environment from time to time. Any such Product or Service price adjustment shall not be applicable to any confirmed Order.

5.4. Unless otherwise agreed in the Quotation, DiNAMIQS may require a prepayment of fifty percent (50%) of the Product or Service price for amounts exceeding CHF 10'000.00.

5.5. DiNAMIQS shall issue the invoices on the date of delivery of the Products or performance of the Services, upon issuance of the corresponding documentation in case of Deliverables, or as otherwise stated in the Quotation. Customer shall pay any invoice within thirty (30) calendar days after date of issuance of the invoice by DiNAMIQS, unless any other due date is indicated on the invoice.

5.6. In case of any late payment by Customer, Customer shall pay to DiNAMIQS late payment interest of eight percent (8.0%) from the due date until the sum is fully paid. DiNAMIQS's right to claim any further damages shall remain reserved.

5.7. DiNAMIQS has the right to cancel or delay delivery under any outstanding Order, if Customer fails to pay any invoice when due.

5.8. If DiNAMIQS has reason to believe that Customer will not adhere to the payment terms or collection may become difficult, DiNAMIQS has the right to demand additional advance payments, security deposit or other financial security by Customer.

6. Delivery of Products and Services

6.1. DiNAMIQS shall manufacture the Products or perform its Services with reasonable care and skill, in accordance with professional and internationally accepted standards. DiNAMIQS shall adhere to all laws, rules and regulations applicable to the manufacture of the Products and provision of the Services in all material respects and have and maintain in its own name at all times during the manufacture of the Products or its performance of the Services all material authorizations, permits, li-

censes, accreditations and certifications required to manufacture the Products or perform the Services.

6.2. DiNAMIQS shall deliver to Customer all materials manufactured and all such data and information as agreed by the Parties in the Quotation such as, but not limited to sequencing data, documentation (e.g., certificates of analysis), records, specimen, reports, inventions, and other work products generated by DiNAMIQS in the manufacture of the Products or the performance of the Services ("Deliverables"), but excluding DiNAMIQS IP.

6.3. Customer acknowledges the developmental nature of the manufacture of certain Products or performance of certain Services (including research and development services dependent upon living systems), and that therefore timelines, delivery dates or any other due dates regarding the delivery of such Products or Services may be uncertain and subject to variability and estimates only. In such cases, DiNAMIQS assumes no liability nor warranty for any results, timelines, achievement of any processes or outcomes, certain quantities or milestones set forth in the Quotation. Provided that DiNAMIQS manufactures the Products and performs the Services according to Sections 7.1(b)-(d), the price for such Products or Services shall still be owed by Customer.

6.4. DiNAMIQS shall deliver to Customer the Products and Deliverables (i) in case of domestic supply EXW DiNAMIQS' site or (ii) in case of international supply FCA DiNAMIQS' site, both (i) and (ii) pursuant to Incoterms 2020 (or any subsequent version), unless otherwise stated in the Quotation. Title and risks pass to Customer upon delivery.

6.5. In the event Customer does not pick-up the Products or Deliverables on the agreed delivery date, the risk and rewards of ownership in the Products or Deliverables shall pass to Customer on that date. DiNAMIQS shall have the right to invoice such Products or Deliverables to Customer as of such date. DiNAMIQS may store Products or Deliverables that are not picked up on behalf of Customer against a reasonable storage fee and shall have the right to procure shipment of the Products or Deliverables on behalf of Customer at Customer's costs and expenses.

6.6. Any import applications, to the extent required, shall be arranged for by Customer with the respective costs to be borne solely by Customer.

7. Representations and Warranties

7.1. DiNAMIQS represents and warrants that:

- the Products delivered conform with the specifications for such Products;
- the Services are performed with reasonable care and skill, in accordance with professional and internationally accepted standards;
- the Products are manufactured and the Services are performed in compliance with laws, rules and regulations applicable in the country where such Products are manufactured or Services are performed in all material respects;
- if so explicitly agreed in the Quotation, any materials manufactured for clinical purposes

are manufactured in compliance with cGMP regulations and conform with the specifications of such materials when delivered to Customer.

7.2. The above representations do not extend, and shall be limited by, (i) any information, procedures or protocols of Customer that DiNAMIQS was instructed by Customer to adhere to or otherwise use in the manufacture of the Products or performance of the Services and/or (ii) any Customer Supplied Materials.

7.3. DINAMIQS EXTENDS NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AND DINAMIQS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY (i) OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (ii) THAT THE SERVICES ARE SUCCESSFUL, MEET THE TIMELINES OR ACHIEVE ANY SPECIFIC TARGET OR SPECIFICATION, (iii) THAT ANY RESULT IS SAFE OR EFFECTIVE AND/OR (iv) THAT THE DINAMIQS IP USED FOR THE PERFORMANCE OF THE SERVICES OR INCORPORATED IN THE DELIVERABLES DO NOT INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

7.4. DINAMIQS'S LIABILITY UNDER THESE WARRANTY PROVISIONS SHALL BE STRICTLY LIMITED TO THE REMEDIES PROVIDED FOR UNDER SECTION 9.

8. Obligations of the Customer

8.1. Customer shall support DiNAMIQS in the manufacture of the Products or the provision of its Services by:

(a) providing all documentation and information in the possession or control of Customer as necessary or useful for the manufacture of the Products or the performance of the Services, including, without limitation and as applicable, process information, SOPs, development data and reports, quality control, assays, raw material specifications (including vendor, grade and sampling/testing requirements), and specific cleaning and decontamination information;

(b) providing any other dependencies as reasonably required by DiNAMIQS;

(c) performing all activities set out in the Quotation as being the responsibility of Customer.

8.2. If any delay by Customer in the provision of information, documentation and/or materials could prevent DiNAMIQS from manufacturing the Products or performing its Services or providing the Deliverables on or before the dates agreed in the relevant Quotation, the delivery or completion dates for the affected Products, Services or Deliverables will be extended or otherwise adjusted to account for such delays.

8.3. Customer represents, warrants and covenants that Customer will at all times comply with (i) all applicable laws, regulations and industry directives, as well as (ii) the Code of Business Conduct of the Siegfried Group (available online at www.siegfried.ch).

9. Inspection of Products, Services and Deliverables

9.1. Upon receipt of the Products, the Services or the Deliverables, Customer shall inspect and review them within ten (10) calendar days. If, in Customer's opinion, any such Products delivered are incomplete or do not comply with the specifications or the Services performed or the Deliverables supplied are defective or otherwise deemed not to comply with the representations under Section 7, Customer shall notify DiNAMIQS in writing within that same time period. If Customer does not

notify DiNAMIQS within this time period, then those Products, Services or Deliverables shall be deemed accepted.

9.2. Any claims by Customer shall specify in reasonable detail the nature and basis for the claim. If review and testing by DiNAMIQS confirms that certain Products delivered are incomplete or do not comply with the specifications or the Services performed or the Deliverables supplied are defective, then Customer shall have the right to reject such Products, Services or Deliverables and DiNAMIQS shall replace or re-perform them. If DiNAMIQS is unable to replace the Products or re-perform the Services in reasonable time, Customer shall have the right to cancel the relevant Order, and DiNAMIQS shall reimburse to Customer any payments made by Customer for the non-compliant Products or Services. Customer shall have no other claims against DiNAMIQS for non-delivery of the Products or non-performance of the Services.

9.3. If the Parties fail to agree if the Products, Services or Deliverables comply with the representations under Section 7, the Parties shall have the Products, Services or Deliverables examined by an independent testing laboratory selected by agreement between the Parties. The decision of the independent testing laboratory shall be deemed final as to any quality dispute between the Parties. The Party against whom the testing laboratory concludes shall bear all costs and expenses of the independent laboratory testing.

10. Customer Supplied Materials

10.1. If and to the extent certain materials for the manufacture of the Products or performance of the Services are to be supplied by Customer ("Customer Supplied Materials"), Customer shall at all times ensure that such Customer Supplied Materials are made available to DiNAMIQS in sufficient quantities, in due time and of good quality.

10.2. Any Customer Supplied Materials shall remain at all times the property of Customer. Customer shall bear the risk of loss of such Customer Supplied Materials and shall insure the Customer Supplied Materials against loss and damage. DiNAMIQS shall not be responsible or liable to Customer for any loss or damage to such Customer Supplied Materials unless caused by DiNAMIQS' willful misconduct or gross negligence in handling, storing or processing Customer Supplied Materials.

10.3. If and to the extent certain Customer Supplied Materials possess properties that might be of risk during the manufacturing process or contain hazardous components, Customer shall duly inform DiNAMIQS of such properties or components.

10.4. Customer shall be responsible for all freight, duty, taxes, insurance and any other costs and fees associated with any such Customer Supplied Materials.

11. Intellectual Property Rights

11.1. Any new or improved process, technique, method, formula, invention or know-how specifically developed in the course of the manufacture of the Products or performance of the Services and/or incorporated in the Deliverables shall belong to the Customer, if and to the extent such intellectual property is independent and severable from DiNAMIQS IP.

11.2. All intellectual property owned by DiNAMIQS and existing at the date prior to the manufacture of the Products or the performance of the Services or developed independently from the Products or Services, and all intellectual property developed in the course of the manufacture of the Products or the performance of

the Services which (i) does not specifically relate to the Customer Product, Services or Deliverables, (ii) relates to general testing, analytical or manufacturing methodology or (iii) is otherwise of generic nature ("DiNAMIQS IP") shall be and remain the sole property of DiNAMIQS. Nothing in these Terms grants to the Customer any rights to DiNAMIQS IP. Solely to the extent that DiNAMIQS IP is necessary for the use of the Products or Deliverables in accordance with these Terms, DiNAMIQS hereby grants to the Customer a non-exclusive, nontransferable, non-sublicensable (except with the prior written consent of DiNAMIQS) and fully paid-up license to such DiNAMIQS IP. Customer may not use the DiNAMIQS IP independently from the manufacture of Products or use of Deliverables without prior written consent of DiNAMIQS and subject to the Parties entering into of a license agreement for such purpose.

11.3. Customer hereby grants to DiNAMIQS a cost-free, non-exclusive and non-transferrable license to use Customer's intellectual property necessary or useful for the manufacture of the Products or the performance of the Services.

11.4. In the event that DiNAMIQS is informed that the manufacture of the Products or the performance of Services infringes or threatens to infringe the intellectual property rights of a third party, DiNAMIQS shall, in its reasonable discretion, assess such potential infringement and use its commercially reasonable efforts to avoid any such infringement. Should this not be technically feasible and commercially reasonable, DiNAMIQS shall no longer be obliged to deliver the affected Products or perform the affected Services.

11.5. To the extent third-party licenses are required for the manufacture of the Products or for the provision of the Services and/or the subsequent use of Deliverables, any corresponding fees shall be borne by the Customer, unless expressly agreed to otherwise in writing.

12. Indemnification

12.1. Customer understands and agrees that DiNAMIQS shall not be liable for any losses, damages, costs and expenses that may arise from the use, storage, processing and handling of Customer Supplied Materials by DiNAMIQS or third parties, or in connection with the Services performed under this Agreement, unless such losses, damages, costs or expenses are caused by the willful or the grossly negligent breach of this Agreement by DiNAMIQS.

12.2. DiNAMIQS shall defend, indemnify and hold harmless Customer from and against any losses, damages, costs and expenses, including reasonable attorneys' fees, resulting from any (i) breach of this Agreement by DiNAMIQS or (ii) a third party claim, demand, action, suit or proceeding against Customer in connection with any Products delivered, Services rendered or Deliverables supplied to Customer by DiNAMIQS, if and to the extent such losses, damages, costs or expenses were caused by the willful or the grossly negligent breach of this Agreement by DiNAMIQS.

12.3. Customer shall defend, indemnify and hold harmless DiNAMIQS from and against any losses, damages, costs and expenses, including reasonable attorneys' fees, resulting from any (i) breach of this Agreement by Customer or (ii) a third party claim, demand, action, suit or proceeding against DiNAMIQS in connection with any Products delivered, Services rendered or Deliverables supplied to Customer, unless and to the extent such losses, damages, costs or expenses were

caused by the willful or the grossly negligent breach of this Agreement by DiNAMIQS.

12.4. The Party against which a third party claim is made shall provide the other Party with prompt notice of such third party claim and the exclusive ability to defend or settle any such third party claim, provided, however, that no settlement or compromise shall be binding on a Party without its prior written consent, which consent shall not be unreasonably withheld.

12.5. Any liability of DiNAMIQS shall be limited to the amount being the lesser of (i) fifty percent (50%) of the price paid or to be paid for the relevant Product or Service giving rise to the claim or (ii) one hundred thousand Swiss Francs (CHF 100,000).

12.6. Under no circumstances shall DiNAMIQS be liable for any indirect, special, exemplary, punitive, incidental or consequential damages, including but not limited to lost profits, business interruptions or loss of business, whether or not advised of the possibility thereof and regardless of whether such claims are made in contract, tort, strict liability or otherwise.

13. Confidentiality

13.1. Each receiving Party shall retain in strict confidence and not disclose or otherwise communicate to any third party any confidential information of the disclosing Party. The Parties shall not use any confidential information of the disclosing Party for any purpose other than for the performance of the obligations of the Parties hereunder.

13.2. The provisions of this Section 13 shall not apply to any confidential information which was either (i) independently developed or known by the receiving Party prior to its disclosure, as evidenced by written records, or (ii) is in the public domain or has been lawfully disclosed to the receiving Party, or (iii) is required to be disclosed by the receiving Party to the officials of a regulatory authority or to comply with applicable laws or regulations.

13.3. The confidentiality obligations of the Parties of this Section 13 shall remain binding upon both Parties for a period of ten (10) years after the termination of the agreement or business relation between the Parties.

14. Termination

14.1. Either Party may terminate any Order or the agreed Quotation immediately by providing written notice to the other Party upon the occurrence of any of the following events: (i) the commencement of insolvency proceedings under any bankruptcy, insolvency or moratorium law, (ii) the liquidation or dissolution of the other Party, or the sale, lease or other disposition of the other Party's business or assets as a whole or more than seventy-five percent (75%) thereof, except dispositions with the other Party's affiliates, or (iii) the cessation of all or substantially all of the other Party's business operations.

14.2. If a Party breaches a material term or condition of these Terms and/or the underlying agreement or business relationship, the non-breaching Party shall have the right to terminate the agreement or business relationship between the Parties after one hundred and eighty (180) calendar days prior written notice to the other Party unless any such material breach is cured within such one hundred and eighty (180) calendar days period.

14.3. All provisions that, by their express or implied terms, are meant to survive termination or expiration shall continue irrespective of such termination or expiration.

14.4. In case of an extraordinary termination of an Order Confirmation or the agreed Quotation other than for material breach by DiNAMIQS, Customer shall indemnify DiNAMIQS for all costs and expenses incurred by DiNAMIQS in connection therewith.

15. Force Majeure

15.1. Should either Party be prevented from performing its obligations (other than the payment of money) by force majeure, such as acts of nature, fire, explosion, riots, war, epidemic or pandemic, shortage of raw materials or other production resources or any other event beyond the prevented Party's reasonable control ("Event of Force Majeure"), the prevented Party shall, within thirty (30) calendar days of the event, give the other Party notice and provide further information about such Event of Force Majeure.

15.2. If an Event of Force Majeure occurs, no Party shall be responsible for any damage, increased costs or loss which any other Party

may sustain by reason of the inability to perform, or delayed performance resulting from such Event of Force Majeure, and such inability or delay shall not be deemed a breach of the agreement between the Parties.

15.3. The Party claiming the Event of Force Majeure shall take appropriate commercially reasonable means to minimize or remove the effects of the Event of Force Majeure and to resume the performance affected by the Event of Force Majeure.

16. Miscellaneous

16.1. Any Order or the agreed Quotation and the Parties' rights or obligations thereunder, other than monetary claims, may be assigned or delegated only with the consent of the other Party.

16.2. The failure by either Party at any time to enforce any of the terms of these Terms between the Parties or to exercise any right hereunder shall not constitute or be construed to constitute a waiver of the same or affect that Party's rights thereafter to enforce or exercise the same.

16.3. If any portion of these Terms is held invalid by a court of competent jurisdiction, such portion shall be deemed to be of no force and effect and these Terms shall be construed as if such portion had not been included herein.

16.4. Any netting of claims under the agreement requires the written consent of the other party.

16.5. No provision of these Terms or the Quotation may be amended, modified or otherwise changed, other than by an instrument in writing duly executed by authorized representatives of each Party.

17. Applicable Law and Jurisdiction

17.1. These Terms and/or the business relationship between the Parties shall be exclusively governed by and construed in accordance with laws of Switzerland, upon exclusion of Private International Law or any international treaties such as the United Nations Convention on Contracts for the International Sale of Goods (CISG).

17.2. EXCLUSIVE PLACE OF JURISDICTION SHALL BE ZURICH, WHEREBY THE COMMERCIAL COURT OF THE CANTON OF ZURICH SHALL HAVE SUBJECT MATTER JURISDICTION.