AXISBIO
A QIMA Life Sciences Company

AXIS BIO TERMS & CONDITIONS

These Terms and Conditions (hereinafter referred to as "**T&C**") governs all services provided by Axis Bioservices Limited ("**Axis Bio**"), with offices located in Co. Londonderry, Northern Ireland, a QIMA Life Sciences Company, to any of their Clients as identified in the applicable Initiation Documentation, and shall prevail over any purchase terms and conditions, except if agreed in writing otherwise.

Both the Client and Axis Bio shall each be referred to as a "**Party**" and collectively as the "**Parties**" throughout these T&C.

1. DEFINITIONS

For the purposes of these T&C the following terms shall have the meanings set forth below:

1.1. "**Applicable Law**" refers to the laws and regulations of the United Kingdom. The Applicable Law governs these T&C and any disputes arising hereunder will be adjudicated in accordance with such laws, without giving effect to any choice or conflict of law provision or rule.

1.2. "**Confidential Information**" refers to any type of information that is made accessible to or, which is exchanged between the Parties, whether written or verbal as part of the collaboration. Confidential Information is that which is not generally known to the public and that has commercial value to the owner of the information and because the owner has a legitimate interest in not disclosing it This information includes but is not limited to any product, its physicochemical characteristics, the production, modification, especially any and all scientific, technical and economic data and information, formulations, manufacturing processes, clinical and non-clinical data, documents and regulatory filings, responses from health authorities, commercial pricing and relevant other correspondence etc.

1.3. "**Client Data**" means the Client's Data, provided by the Client or collected by Axis Bio when providing the services for the particular project or programme of work and any tests pertaining to or directly as a result of that project.

1.4. **"Data Controller"** shall refer to the Axis Bio client who determines the purposes and means of processing personal data.

1.5. **"Hazardous Substance"** means any material, compound, specimen, or substance which is known to present a physical, chemical, biological, or other hazard to health, safety, property or the environment and which, under Applicable Law, regulation or recognised industry practice, requires specific handling, storage, transportation or disposal measures. For clarity, this definition applies only where such hazards are known to the Client at the time the material is provided to Axis Bio.

1.6. "**Intellectual Property**" refers to all rights and interests arising from the conceptual works and development of any product/services recognized under law, including but not limited to inventions, processes, know-how, trade secrets, patents, patent applications, utility models, copyrights, trademarks, improvements, and other assets, including but not limited to the procedures and techniques, computer technical expertise, and software, whether or not such are registered or capable of registration. The term "Intellectual Property" also encompasses any new and useful process, machine, composition of matter, life form, article of manufacture, software, copyrighted work, or tangible research property, whether patentable or not.

1.7. **"Initiation Documentation"** refers to the set of documents, in any format, provided by the Client to Axis Bio which formally authorises the commencement of the Services under these T&C. This may include, without limitation, a Work Order, Quotation, Invoice, or other written confirmation, whether or not the funding party or contracting organisation is the same as the Client named in such documents.

1.8. "**Axis Bio Intellectual Property**" refers to the totality of Intellectual Property rights, both registered and unregistered, legally possessed or controlled by Axis Bio before the start of the Project or developed during the period where the services were executed by Axis Bio, including but not limited to the procedures and techniques, computer technical expertise and software, whether or not such are registered or capable of registration which have been independently developed by Axis Bio that is not related to Client material such as positive control, vehicle, results and related substances which are a fundamental part of Axis Bio's way of presenting its services and to which no specific input was received from Client associated personnel facilitating this discovery and remains the sole intellectual property of Axis Bio. Further, any rights relating to the application, registration, perfection, or protection of these Intellectual Property are also encompassed within this definition.

1.9. "**Publications**" shall refer to any written, printed, electronic, or digital disclosure, release, or dissemination of information, findings, results, or data arising from the Projects conducted under these T&Cs. This includes but is not limited to articles, reports, presentations, press releases, white papers, and digital content published on websites or social media platforms.

1.10. "**Report**" refers to the comprehensive document or set of documents including results provided by Axis Bio to the Client during the execution of the Project (interim report) and/or upon the final completion of a Project. The Report includes data, methods, results, conclusions, information and/or other deliverables made, conceived, reduced to practice or otherwise generated in connection with these T&C and any other relevant information generated from the conducted Project. Receipt of draft final Report signifies the completion of the tasks outlined in the Protocol, Proposal or applicable document.

1.11. "**Results Intellectual Property**" refers to the Intellectual Property rights derived solely from the results of the Projects conducted by Axis Bio under these T&Cs.

1.12. "**Project (or Projects**)" refers to the non-clinical services conducted by Axis Bio as agreed with the Client. Each Project is detailed on its applicable Proposal, and may include various tasks such as research, development, testing, analysis, or reporting, as specified by the Client and agreed upon by Axis Bio.

1.13. "**Proposal**" refers to a formal document which specifies a set of tasks or services to be performed by Axis Bio, under these T&C. This includes, but is not limited to, research, development, testing, analysis, or reporting as agreed between the Client and Axis Bio.

1.14. "**Protocol**" refers to the scientific working document developed according to the Proposal that will be used by Axis Bio to schedule, map, and conduct the scientific part of the Project. This document must be agreed and signed by the Client and Axis Bio prior to the commencement of the Project.

1.15. "**Sample (or Samples)**" refers to the biological samples, slides, or other biological materials which serve as a basis for data or other results obtained from the Project.

1.16. **"Services"** refers to the work, activities, tasks, or deliverables to be performed by Axis Bio for the Client under these T&C, as described in the applicable Proposal. Services may include, without limitation, research,

development, testing, analysis, reporting, or other work that the Parties agree in writing and that falls within the scope of these T&C.

2. SERVICES PROVISION BY AXIS BIO

2.1. These T&C governs the provision of Services by Axis Bio or by one or more QIMA Life Sciences entities, as specified in Section 3, to the Client for the execution of Projects set out in the applicable Proposal mutually agreed by the Parties. Each Proposal will specify the objectives of the relevant Project.

2.1.1. To the extent that any terms set forth in a Proposal conflict with the terms set forth in these T&C, the terms of these T&C shall take precedent unless otherwise expressly agreed in writing by the Parties in such Proposal.

2.1.2. In order to ensure the validity and enforceability of this Proposal, it is hereby explicitly stated that no oral agreement or understanding, whether implied or expressed, shall have any binding effect on the Parties. Any alteration, waiver, or variation of this Proposal must be made in writing and agreed upon by the representatives of both Parties. This clause shall prevail over any previous or future oral agreements or understandings.

2.2. Axis Bio expressly reserves the right, at its sole discretion, to accept or decline any request for Services under a specific Proposal. Axis Bio is not obligated to accept, nor can it be held liable for declining, any request for Services that: (i) falls outside its scope of activity or specialization; and/or (ii) requires Axis Bio to obtain special permissions to operate (e.g., governmental approvals); and/or (iii) for any other reasons Axis Bio may feel are outside the ethical and regulatory parameters by which it is licensed to operate.

2.3. The modification of a signed Proposal can only be done through a written request, which can be proposed by either Party. If the Client requests changes to the services in the signed Proposal, Axis Bio shall inform the Client of any potential additional charges before implementing the changes. Written confirmation from Axis Bio and the Client will be required before proceeding with the changes, if applicable.

2.3.1. After both Parties confirmation, Axis Bio will invoice for the additional charges in the following way (i) should the additional charges cost be more than £3000.00 net of VAT, billing will mirror the payment terms in the Work Order, Quotation or Proposal for the period of the extra workload, (ii) should the additional charges cost be less that £3000.00 net of VAT, the total invoice will be issued on completion of the extra workload.

2.3.2. If Axis Bio suggests changes to the Proposal or the applicable documentation due to proven technical reasons, in this case, the Client must respond in writing within ten (10) working days. If no response is received, the Proposal modification will be deemed accepted with no changes to the payment outlined in the Proposal.

2.4. Upon delivery of the draft final Report, the Service provision shall be deemed as successfully completed in compliance with the applicable Proposal. The Client is required to execute all necessary payments as per these T&C, regardless of their subjective opinion on the service. The delivery of the draft final Report shall indicate the final delivery and fulfillment of the Project.

2.4.1. The Client acknowledges that the draft final Report produced by Axis Bio is the outcome of scientific testing and the results provided there cannot be altered or modified by Axis Bio post-issuance.

Reasonable requests for modifications to the Report can only be executed by Axis Bio if such adjustments are related to report formatting and the display of information that do not impact the results.

2.4.2. Requests for modifications as outlined in Section 2.4.1 must be submitted by the Client within fourteen (14) calendar days. The payment of the applicable invoice due after receipt of draft final Report should not be delayed due to requested changes to the Report.

2.4.3. Should the modifications request demands four (4) or fewer additional hours of work by Axis Bio, no extra charges will apply. In the event that more time is required, Axis Bio shall notify the Client of any additional costs involved.

2.5. Axis Bio shall not be liable for a non-compliance with the time schedule determined on the Proposal, and it shall not be considered as a breach of these T&C, in the following circumstances:

i. Force majeure event as defined in these T&C including a modification in the regulations and/or laws applicable to scientific Projects.

ii. Delay or a lack of information or decision from the Client following Axis Bio 's request to the Client.

iii. The natural organic processes associated with in life studies that are reported immediately to client

2.6. In the event that any of the circumstances listed in Section 2.5 above render the continuation of the Project impossible, Axis Bio shall be entitled to receive from the Client the agreed-upon amounts specified in the Proposal for work already completed

2.7. If the Services under a specific Proposal are to be performed in accordance with a Protocol, such Protocol shall be documented in writing, mutually agreed upon, and signed by both the Client and Axis, and shall be governed by the terms of these T&C.

2.8. Axis agrees to perform its Services in compliance with all applicable UK Governmental regulatory guidelines and requirements. Axis shall use commercially reasonable efforts to monitor and identify any changes to such guidelines and regulations during performing the services that may impact the Project's acceptance by relevant governmental authorities having jurisdiction over the Project.

2.8.1. In the event that compliance with any new or amended guideline or regulation necessitates modification of the Protocol, Axis shall submit a revised technical and cost proposal to the Client for review and approval prior to implementing any changes to the Protocol. Upon Client's request, Axis may assist in the preparation and development of the Protocol, in which case Axis's responsibility shall be limited to ensuring that the Project conducted under the Protocol complies with the then-current regulatory guidelines. Any material amendments to the Protocol shall be made in writing and mutually agreed by the Parties. Where such agreed amendments materially affect the Project's cost, Axis shall provide the Client with an estimate of any additional charges to be incurred.

3. QIMA LIFE SCIENCES ENTITIES

3.1. The following entities are encompassed under QIMA Life Sciences:

A. **QIMA Bioalternatives SAS**, a research laboratory specializing in cellular and molecular pharmacology and analytical chemistry. Incorporated in France, with its registered office at 1 Bis Rue des Plantes – CS 50011 – 86160, Gençay, France.

B. **QIMA Newtone SAS**, specializing in image processing for clinical evaluation and data analysis related to product efficacy and dermatological research and innovative instrumental solutions and image capture devices for skin and hair evaluation. Incorporated in France, with its registered office at 13 Bis, Place Jules Ferry, 69006, Lyon, France.

C. **QIMA Monasterium GmbH,** specializing in conducting pre-clinical and clinical Projects for testing pharmaceutical, cosmetic, and nutraceutical products, with a focus on hair and skin research. Incorporated in Germany, with its registered office at Nano-Bioanalytik Zentrum, Mendelstrasse 17, D-48149 Münster, Germany.

D. **QIMA Skinpharma SAS**, specialized laboratory in advanced dermatological research through innovative clinical Projects. Incorporated in France, with its registered office at 455 Promenade des Anglais, 06000 Nice, France.

E. **Oxiproteomics SAS**, specialized laboratory in innovative biotech solutions to promote healthy living and longevity. Incorporated in France, with its registered office at 2 Rue Antoine Etex, 94000, Créteil, France.

3.2. The Client hereby understands and agrees that different services can be provided by one or all entities as detailed in the applicable Proposal signed with the Client. Additional companies may be incorporated into the QIMA Life Sciences group. Such entities shall be encompassed by these T&C under the same conditions as existing entities, thereby expanding and enhancing the range of services available to the Client.

3.3. The specific conditions applicable to each QIMA Life Sciences entity providing services, including different payment terms, to the Client will be detailed in the respective Proposal, that might also be called Work Order or Quotation.

4. RESPECTIVE OBLIGATIONS

4.1. Axis Bio as the service provider shall:

i. perform its Services in a proper and professional way according to the state-of-the-art of science and technology and with adherence to the UK Governmental regulations and guidelines for animals in research The specific methodology to be used for each Project will be detailed in the respective Proposal, including but not limited to research design, data collection methods, analytical techniques, and quality control procedures.

ii. entrust only adequately trained members of its staff with the performance of the Services. Axis Bio hereby represents that its employees have the necessary skills, expertise, experience, capacity and resources to perform the respective Services.

4.2. The Client shall:

i. ensure that timely payments are made to Axis Bio as agreed in the applicable Proposal.

ii. if applicable, provide all necessary materials required for the Project to Axis Bio within a maximum period of two (2) to four (4) weeks from the date specified in the Proposal. If the Client fails to deliver the

materials within this timeframe, Axis Bio reserves the right to adjust the timeline and pricing of the Project accordingly.

iii. ensure that its internal decision-making does not unduly delay the Project or any milestone of the Project.

iv. fully and timely cooperate with Axis Bio and any third parties involved in completing the Services outlined in the Proposal. This cooperation includes providing all necessary information and documentation on previous design phases and projects, as well as any other information and documents deemed necessary for the performance of the services. The Client acknowledges that Axis Bio cannot be held responsible for any delays in the completion of the services due to occurrences outside of its control as provided in Section 2.3.2.

v. provide, if applicable, a completed Material Safety Data Sheet ("MSDS") for each Hazardous Substance provided under an agreed Proposal. This includes Hazardous Substance that are not directly included in these T&C. The provision of the MSDS must be in accordance with the requirements of the Applicable Law and regulations in which the Project will take place. The MSDS for each must be sent to Axis Bio before the initiation of the Project.

vi. provide timely feedback and responses to Axis Bio's requests for information and documentation as needed for the completion of the Services.

vii. ensure that all necessary approvals (including but not limited to the approval of the ethics committee or similar in their respective country) and authorizations are obtained from relevant authorities before beginning the Services, if needed and especially in relation to use of Human Tissue.

4.3. Both Parties shall follow the respective guidelines, laws, and regulations in relation to the performance of the Services, provided that each Party is aware of the approval of the ethics committee or similar in their respective country.

5. INTELLECTUAL PROPERTY

5.1. The Client acknowledges that Axis Bio Intellectual Property is a direct result of Axis Bio's specialized knowledge and skills, exclusively owned and developed by Axis Bio prior to or during the execution of the services. The Client and Axis Bio agree that any Axis Bio Intellectual Property thereto which is used, improved, modified or developed by Axis Bio under the terms of these T&Cs is the product of Axis Bio's technical expertise possessed and developed by Axis Bio prior to or during the performance of these T&Cs and therefore the sole and exclusive property of Axis Bio. The Client hereby obtains a non-exclusive, royalty-free and worldwide right and license to Axis Bio Intellectual Property and improvements thereto solely in as far and to the extent necessary for the Client to use the results, data, and all other work product of the Project performed by Axis Bio under these T&Cs.

5.2. The Client shall retain all right, title, and interest in and to the Intellectual Property related to its materials and Samples. This ownership extends to any modifications, improvements, or developments derived from such materials and Samples during the course of the Services.

5.3. Upon full payment of the amounts described in the applicable Proposal, the Client shall be entitled to the Results of the Intellectual Property, including those developments in the Project related to the material provided by the Client as specified by the parties in the applicable Proposal. For the avoidance of doubt, elements such as positive controls, vehicles, results, and related substances, which are integral to Axis Bio's method of delivering its services and have been developed without any specific contribution from the Client's personnel, are and will

remain as Axis Bio Intellectual Property. The Client shall bear all costs associated with filing and/or registering these Intellectual Property rights and Axis Bio may assist the Client in pursuing any patent applications or registrations as needed, at the Client's expense. Axis Bio will provide all necessary instruments for making, filing, and pursuing such applications, including divisions, continuations-in-part, and reissues, if applicable. Under no circumstances the Results Intellectual Property will encompass or include any of Axis Bio's Intellectual Property.

5.4. The Client shall promptly notify Axis Bio of any suspected or actual infringement or unauthorized use of the Axis Bio Intellectual Property and shall cooperate with Axis Bio in any enforcement actions or proceedings.

5.5. Both Parties agree that nothing in these T&Cs or in any Proposal is intended to grant to either Party any Intellectual Property rights of the other Party. Axis Bio will have no right to publish any Confidential Information regarding Client material or Samples under any Proposal unless the Parties agree to in writing.

5.6. The Client Data will only be used or otherwise made available in an anonymized and/or aggregated format whereby the Client cannot be identified, and no Personal Data will be involved. The Client hereby grants to QIMA a worldwide, nonexclusive, perpetual, unlimited royalty-free license to access, use, copy, adapt, transmit and exploit Client Data to the extent necessary (i) to perform its obligations under these T&C (ii) to enhance the services provision (including the performance of the services and developing new services) and (iii) to conduct market research, industry trends and more generally for statistics' purposes.

5.6.1. Notwithstanding the above, the Client will continue to own all rights, title and interest to all of the Client Data.

5.7. The obligations and rights of the Parties under this Intellectual Property clause shall survive the termination or expiration of any applicable Proposal.

6. CONFIDENTIALITY

6.1. Each Party agrees to treat any Confidential Information communicated by the other Party or obtained during the performance of these T&Cs as strictly confidential. The Parties shall not disclose such Confidential Information to any third party or use it for any purpose other than the performance of these T&Cs, without the prior written approval of the disclosing Party.

6.2. Both Parties further agree that all representatives and employees involved in the performance of these T&Cs shall be bound by the obligations of confidentiality set forth herein.

6.3. Such obligations of secrecy shall not apply to Confidential information which:

i. were disclosed to the receiving Party and the receiving Party can prove that it was already aware of it before disclosure;

ii. are made known to the public or made generally accessible after disclosure without input or fault of the receiving Party;

iii. was approved for release by the disclosing Party; or

iv. has to be made known to the responsible authorities due to a legal and or ethical obligation. The disclosure shall be restricted to the necessary of the confidential information and shall be designated by the receiving Party as confidential by a "secret" or "confidential" label whereas the receiving Party shall, to the extent

legally permissible, promptly notify disclosing Party of such required disclosure, shall disclose only such Confidential information as is required and shall take all reasonable steps to protect the confidentiality of such disclosed information.

6.4. Each Party acknowledges that any breach of this confidentiality provision may cause irreparable harm to the other Party, and that monetary damages may not be a sufficient remedy. Therefore, in the event of a breach or threatened breach of this confidentiality provision, the non-breaching Party shall be entitled to seek injunctive or other equitable relief, in addition to any other remedies available at law or in equity.

6.5. The obligations of secrecy set forth herein shall survive the expiration or termination of these T&Cs. The obligations of secrecy hereunder shall survive and continue in effect with respect to any Confidential Information that is a trade secret under Applicable Law.

7. LIABILITY

7.1. Notwithstanding any provision to the contrary in these T&C, the total liability of Axis Bio and its entities to the Client for all claims arising out of or relating to the performance or breach of these T&C shall not exceed 50% (fifty per cent) of the total cost paid by the Client for the Services outlined in the respective Proposal that gave rise to the claim. This limitation of liability is cumulative and not per incident.

7.2. Neither Party be held liable for any consequential or special damages lost profits or indirect, incidental, consequential or special damages in connection with or arising out of the Services provided hereunder, including without limitation loss of or damage to property, loss of income, profit or use, or claims or demands made against the other Party or any other person by any third party in connection with or arising out of the services provided hereunder.

7.3. The limitation of liability provided in Section 7.1 does not apply:

i. for death or injury to persons, or

ii. if the defaulting Party acts with gross negligence or with willful misconduct, or

iii. to the extent liability for the damage event cannot be limited as per Applicable Laws or regulations.

7.4. In the event that the Client provides Axis Bio with false or incomplete information, Axis Bio will not be held liable for any consequences, damages or losses incurred due such information provided by the Client. If Axis Bio discovers any false information provided by the Client, they reserve the right to terminate their services and take appropriate legal actions. Axis Bio is not responsible for verifying the accuracy or authenticity of any information provided by the Client. The Client acknowledges and agrees that any false or illegal information provided may result in legal consequences and will hold Axis Bio harmless for any such consequences.

7.5. Axis Bio shall not be held accountable, responsible, or liable for any decisions, actions, results, or consequences arising from business decisions made by the Client that are based on, influenced by, or resulting from the findings, outcomes or results of the Projects. This includes, but is not limited to, any gains, losses, damages, claims, costs, or liabilities that the Client may experience as a result of these business decisions. The Client acknowledges and agrees that the responsibility and risk for all business decisions remain solely with the Client, regardless of the use of the Projects provided by Axis Bio under these T&Cs.

7.6. Any and all claims pertaining to these T&C or relevant Proposal must be submitted within one (1) month of the completion of the Services or termination of the Proposal. After this period, any claims will be considered void and unable to be pursued.

8. PAYMENTS

8.1. For the performance of its services as set forth in these T&C, Axis Bio shall be paid by the Client for the amount and according to the schedule defined below, unless agreed otherwise in the Proposal. Payment must be made by the due date stated on the invoice, which shall in no event be more than thirty (30) days after receipt of the invoice, through a bank deposit to Axis Bio's account as detailed on the corresponding invoice. Axis Bio reserves the right to charge interest on any outstanding amount not received by the scheduled payment date. This interest will be calculated as 3% of the outstanding amount on that specific invoice and will be applied from the third (3rd) day after the scheduled payment date, accruing monthly until payment is received in full.

8.1.1. The Client is responsible for paying Axis Bio the agreed amounts without any deductions or withholdings for taxes, duties, levies, or other charges imposed by governmental authorities in their country or under any applicable treaty. The Client must also bear any and all taxes and associated bank fees or other transactional charges. If required by the Applicable Law to withhold any taxes, the Client must ensure that Axis Bio receives the full agreed amount net of any such deductions.

8.1.2. Axis Bio shall provide the Client with an Invoice for each milestone. The Client shall pay each undisputed invoice in appropriate amount in relevant currency according to the payment schedule set out in the table below. Any extension to the provision of the Services that is prolonged and outside the scope of the original price quotation, may result in increased overheads and direct costs and such additional costs will be invoiced to the Client were incurred by Axis Bio.

Project Length	Payment Terms (milestones)
1 day	100% due on completion of draft report
1–2 weeks	50% due as initial payment (upon project start); 50% due on completion of draft report
4 weeks	50% due as initial payment (upon project start); 50% due on completion of draft report
8 weeks	40% due as initial payment (upon project start); 40% due after 4 weeks; 20% due on completion of draft report
12 weeks	40% due as initial payment (upon project start); 40% due after 6 weeks; 20% due on completion of draft report
16 weeks	40% due as initial payment (upon project start); 40% due after 8 weeks; 20% due on completion of draft report

9. TERM AND TERMINATION

9.1. Where validation work is required prior to the commencement of a Project, such validation may attract a charge. This charge may be waived provided that the entire programme of testing is placed with Axis Bio within eight (8) weeks of completion of the validation work. Should any part of the programme of work be cancelled, Axis Bio will issue an invoice for the full validation costs.

9.2. These T&C shall become valid from the signature date of the applicable Proposal and will remain valid throughout the services provision by Axis Bio. The Client may terminate these T&C or any Project without cause by giving thirty (30) days' written notice to Axis Bio.

9.3. Either Party may terminate the services provision for material breach by the other Party, provided that the terminating Party has given written notice of such breach and, except as set forth in Section 4.2, at least thirty (30) days to cure the breach before the termination becomes effective.

9.4. On the effective date of termination, an accounting of costs and expenses related to these T&C, any Project, or any Proposal shall be conducted by Axis Bio and, if applicable, verified by the Client. Within thirty (30) days after receipt of adequate documentation:

i. the Client shall pay Axis Bio for reasonable, documented costs, to the extent approved in a Proposal or confirmed in writing, incurred up to the date of termination for Services satisfactorily performed; and

ii. for reasonable non-cancellable obligations properly and necessarily incurred for the Project by Axis Bio before the termination date that cannot reasonably be mitigated.

iii. If the Client disputes any amount, the Parties shall work in good faith to resolve the matter promptly. Except as provided in this Section, the Client shall have no obligation to pay for Services performed after the termination date.

9.5. Within thirty (30) days following termination, any funds paid to Axis Bio in excess of the amount due under Section 9.5 shall be refunded to the Client.

9.6. If the applicable Proposal is terminated before completion of a Project for any reason, Axis Bio shall provide the Client with any partial or completed work product created, including any deliverables. If the Client intends to continue the Project, Axis Bio shall, at the Client's expense, assist in transferring the Project to the Client or its nominee. Such transfer shall be included within the project expense reconciliation described in Section 9.5.

9.7. Upon request or on expiration or termination of these T&C, Axis Bio shall promptly return to the Client all materials containing the Client's Confidential Information provided by the Client or produced by Axis Bio in the course of performing the Services, together with copies thereof. Axis Bio may, however, retain originals of Records and any other materials it is required to retain under applicable law. Notwithstanding such return, Axis Bio will remain bound by the confidentiality obligations set out in Section 6 – Confidentiality for the period of 10 years unless released in writing by the Client.

10. FORCE MAJEURE

10.1. If either Party is unable to perform its obligations under these T&Cs due to a proven force majeure event, such as fires, floods, strikes, lockouts, human epidemics, or any other causes beyond the control of the Parties, the affected Party's obligations shall be suspended for the duration of the force majeure event. The affected Party shall promptly notify the other Party of the occurrence of such an event. The Parties shall make reasonable efforts to mitigate the effects of the force majeure event and resume performance of their obligations as soon as reasonably possible.

10.2. If the force majeure event continues for a period of ninety (90) days from the date of notice given by the affected Party, either Party may terminate the Services provision by providing written notice to the other Party. In such case, neither Party shall be liable to the other Party for any damages or losses arising from the termination of these T&Cs due to the force majeure event.

11. PUBLICATIONS

11.1. If Client intends to publish results that may arise from the provision of Services, Client shall welcome drafts and/or comments from Axis Bio regarding such Publication. Axis Bio shall indicate a selection of employees that should be included in the author list and Client shall include a statement that creation of the data was performed

by Axis Bio. After receiving the proposed Publications from Client, Axis Bio has at least forty-five (45) days to provide comments or corrections.

11.2. Client shall include a statement acknowledging that the data was generated at Axis Bio in any internal or external presentation of the data generated within these T&Cs. Neither Party shall disclose the other Party's name, logo or trade names to any third Party that is not part of these T&Cs, especially, but not limited to, in any Publication, publicity, advertisement or announcement, without prior written approval of the other Party. Nevertheless, Axis Bio's logo shall be shown on all internal and external presentations and Publications of the Client that refers to the Project subject of these T&Cs.

12. DATA PROTECTION

12.1. The Client acknowledges that for the services performance, Axis Bio may process personal data. Both Parties agree to process such personal data solely for the purpose of complying with the obligations arising from these T&Cs and in accordance with the data controller's instruction within the meaning of European Regulation 2016/679 (GDPR) or as otherwise required by Applicable Law or court order.

12.2. The Parties shall mutually assist each other in complying with their data protection obligations. Each Party shall use appropriate electronic, physical, and other safeguards to ensure the security and confidentiality of the personal data and take reasonable steps to ensure the reliability of personnel with access to such personal data.

12.3. Each Party may use processors or sub-processors in your personal data processing activities. In such cases, each Party shall be responsible and liable for the performance of its sub-processors and ensure that agreements with sub-processors impose data processing terms that provide an equivalent level of protection as provided in these T&Cs.

12.4. Each Party shall comply with all legal requirements for reporting, investigating, and remedying any unauthorized access, use, disclosure, alteration, or destruction of personal data and/or sensitive personal data within their possession or control. Furthermore, each Party will notify the other within twenty-four (24) hours of becoming aware of any breach event and cooperate fully in mitigating the harm and preventing further violations.

12.5. Neither Party will transfer personal data to a third country or international organization without ensuring an adequate level of data protection, as defined by the GDPR or other Applicable Laws. This includes having legally valid mechanisms for such transfer and immediately notifying the other Party in writing.

12.6. Each Party shall maintain a comprehensive and up to date record of all processing activities involving personal data and sensitive personal data, including the purposes of processing, categories of data processed, and any third parties involved.

12.7. Both Parties shall respond promptly, and in any case not later than one month after the data subject's request, to exercise data subjects' rights in accordance with GDPR.

12.8. Axis Bio will retain personal data for the duration necessary to achieve the purposes[1] up to 10 (ten) years for which they were collected, or in accordance with the provisions agreed upon with the Client, that acts as a Data Controller.

12.8.1. The Data Controller may request the destruction or return of the data before the end of this 10-year period. In the absence of contrary instructions, the data will be retained for the legal duration of ten (10) years.

12.8.2. At the end of the archival period, Axis Bio undertakes, within three (3) months before the end of the archival period, to request from the Data Controller instructions on the disposition of the data, which may include:

- Destroying all personal data.
- Returning all personal data to the Data Controller, accompanied by the destruction of all existing copies in Axis Bio's information systems.
- Returning the personal data to a subcontractor designated by the Data Controller.
- Extending the archival service for a specified duration. Any request for archiving beyond the 10-year period will be invoiced additionally.

12.8.3. In the absence of a response, the data will by default be destroyed. Once the data has been destroyed, Axis Bio will provide a written certificate of destruction.

13. WARRANTIES

13.1. Axis Bio does not warrant, represent or guarantee the technical or commercial feasibility of or availability of a suitable technical or commercial solution for the Project. Axis Bio does not assume any liability with respect to the use of, or for damages or losses resulting from the use of any information, apparatus, method or process disclosed, or if the Projects have been modified or altered without Axis Bio's prior written consent.

13.2. The remedies of this section are exclusive and are provided *in lieu* of all other rights and remedies, express or implied, under any Applicable Laws and Axis Bio has not made and does not make any warranties, guarantees, representations, indemnities or the like, whether express, implied, statutory, or otherwise arising from trade usage or practice including without limitation warranties of uninterrupted or error-free operation, fitness for purpose or merchantability and any such warranties, guarantees, representations, indemnities or the like are expressly disclaimed and excluded.

14. MISCELLANEOUS

14.1. Entire Agreement: These T&C constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written Agreement, understandings, or representations between the Parties.

14.2. Modification: No modification, amendment, or waiver of any provision of these T&Cs shall be effective unless in writing and signed by both Parties.

14.3. Superseding Conditions: Unless as expressly provided in the Proposal, these T&Cs supersedes the general conditions of sales of the Client and any previous Agreement concluded by the Parties in relation to the Project conducted hereunder. In case of contradiction between these T&Cs and any Proposal, the Proposal shall prevail, unless explicitly set forth otherwise in the Proposal.

14.4. Invalidity: The invalidity or unenforceability of any provision of these T&Cs shall not affect or limit the validity or enforceability of any other provisions hereof.

15. APPLICABLE LAW AND JURISDICTION

15.1. These T&Cs is governed by the Applicable Law of Northern Ireland. Any dispute, controversy, or claim arising out of or relating to these T&Cs, including its formation, interpretation, breach, termination, validity, or enforceability (hereinafter referred to as the "Dispute"), shall be resolved through amicable negotiations between the Parties.

15.2. If the Parties are unable to resolve the Dispute amicably within thirty (30) days from the date of written notice of the Dispute by one Party to the other Party, the Dispute shall be resolved in the jurisdiction of the Service Provider (Axis Bio) responsible for the largest part of the service provision.