

Cytiva BioPharma Services Standard Terms and Conditions

1. Introduction. Global Life Sciences Solutions Canada ULC, a Canadian corporation with a principal office at #400-1055 Vernon Drive, Vancouver, BC, V6A 3P4, Canada, doing business as Cytiva ("**Cytiva**"), and Customer (together referred to as the "**Parties**" and each, individually, as a "**Party**") desire that certain services be conducted by Cytiva (the "**Services**") as more fully described in the attached statement of work signed by both Parties (the "**Statement of Work**" or "**SOW**") and subject to the terms and condition of this Agreement.

2. Background. Cytiva has technical knowledge and expertise in providing services in the field of nanoparticle therapeutics, including, but not limited to, the development of microfluidics based mixer technology, a broad range of nanoparticle formulations, varying in size, payload (e.g. nucleic acids, hydrophobic drugs) and excipient characteristics (e.g. charge and pH tuning) and other technologies and related services. The Customer has Materials (as defined below), which it has supplied or may supply in the future to Cytiva to facilitate or enable Cytiva's work under this Agreement. Cytiva has agreed to use such technical knowledge and expertise in performing such services on behalf of the Customer as the Customer may request from time to time as individual projects subject to the terms and conditions of this Agreement.

3. Definitions

3.1 "Agreement" means these terms and conditions and the attached Statement of Work signed by both Parties.

3.2 "Affiliate" means a legal entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a Party. For purpose of this definition only, "control" and, with correlative meanings, the terms "controlled by" and "under common control with" means (i) the possession, directly or indirectly, of the power to direct the management or policies of a legal entity, whether through the ownership of voting securities or by contract relating to voting rights or corporate governance, or (ii) the ownership, directly or indirectly, of more than 50% of the voting securities or other ownership interest of a legal entity.

3.3 "Background Technology" means Cytiva Background Technology and Customer Background Technology, as applicable.

3.4 "Confidential Information" means all confidential information (however recorded, preserved or disclosed, whether in hard copy, electronic, visual or otherwise) disclosed by a Party or its employees, officers, representatives, subcontractors or advisers (together, its "**Representatives**") to the other Party and that Party's Representatives whether on or after the date of this Agreement in connection the Party's activities under this Agreement. The existence and terms of this Agreement shall be Confidential Information of both Parties. Deliverables shall be Confidential Information of Customer. Confidential Information of Customer is "Customer Confidential Information" and Confidential Information of Cytiva is "Cytiva Confidential Information". Confidential information shall not include information that:

a) was fully in possession of the receiving Party prior to receipt from the disclosing Party or its Representatives; or

b) was in the public domain at the time of receipt from the disclosing Party; or becomes part of the public domain through no fault of the receiving Party or its Representatives; or

c) is lawfully received by the receiving Party from a third party having a right of disclosure to receiving Party without a duty of confidentiality to the disclosing Party; or

d) is independently developed by the receiving party without use of or reference to any of the Confidential Information.

3.5 "Customer" means the customer set forth in the attached Statement of Work.

3.6 "Customer Background Technology" means technology and know-how, including, but not limited to, expertise, personnel, facilities, materials, algorithms, patents, rights to patents, data, know-how, and other intellectual properties relating to pharmaceutical development in each case (a) that is owned or controlled by Customer or its Affiliate and (b) exists as of and/or was conceived prior to the Effective Date, or is developed or obtained by Customer independent of activities under this Agreement without the use of Cytiva Confidential Information, and all Intellectual Property claiming or covering such technology and know-how. For purposes of clarity, Customer Background Technology includes Customer Materials.

3.7 "Customer-Owned Improvements" means any invention or discovery, conceived or discovered in the course of the project specified in an SOW by any Party (or the Parties jointly), whether patentable or not, to the extent directly related to the Customer Background Technology, and any Intellectual Property claiming or covering such invention or discovery including all expressions or products thereof or other materials extracted from the Customer Materials and all parts, progeny, modifications, derivatives and uses of any of the foregoing. For the avoidance of doubt, Customer-Owned Improvements does not include any invention or discovery directly related to the Cytiva Background Technology or the Cytiva Materials.

3.8 "Cytiva Background Technology" means technology and know-how, including, but not limited to, expertise, Manufacturing Know-How, personnel, facilities, materials, algorithms, patents, rights to patents, data, know-how, and other intellectual properties relating to a microfluidics apparatus, lipid compositions for formulation of nanoparticles and nanoparticle formulation, analysis and purification, in each case (a) that is owned or controlled by Cytiva or its Affiliate and (b) exists as of and/or was conceived prior to the Effective Date, or is developed or obtained by Cytiva independent of activities under this Agreement without the use of Customer Confidential Information, and all Intellectual Property claiming or covering such technology and know-how. For purposes of clarity, Cytiva Background Technology includes Cytiva Materials.

3.9 "Cytiva-Owned Improvements" means any invention or discovery, conceived or discovered in the course of the project specified in an SOW by any Party (or the Parties jointly), whether patentable or not, to the extent directly related to the Cytiva Background Technology, and any Intellectual Property claiming or covering such invention or discovery including all expressions or products thereof or other materials extracted from the Cytiva Materials and all parts, progeny, modifications, derivatives and uses of any of the foregoing. For the avoidance of doubt, Cytiva-Owned Improvements does not include any invention or discovery directly related to the Customer Background Technology or the Customer Materials.

3.10 "Deliverable(s)" means the specific data, reports, information and other items to be provided by Cytiva, as more specifically set forth in an SOW.

3.11 "Force Majeure" means, in relation to either Party, any circumstances beyond the reasonable control of that Party, including without limitation any strike, lock-out, or other form of industrial action, act of God, war, riot, accident, fire, flood, pandemic, explosion or government action.

3.12 "Intellectual Property" shall mean all (a) rights to intellectual property in inventions, trade secrets and confidential information, whether patentable or not and whether or not reduced to practice, patents, any extensions of patents, reissues, petty patents, utility models, registered designs, trademarks, service marks, applications for any of the foregoing (including, but not limited to, continuations, continuations-in-part and divisional applications), the right to apply for any of the foregoing, copyright, data base rights, including bacterial, viral, plant, human, or animal material that has new chemical, genetic or other characteristics, and further includes discoveries, modifications, improvements, processes and new uses or applications of known inventions; (b) computer software, data and documentation; (c) know-how, manufacturing and product processes and techniques, research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information; and (d) copies and tangible embodiments thereof.

3.13 "Manufacturing Know-How" means all non-public technical, scientific, and other know-how and information, trade secrets, knowledge, technology, means, methods, processes, practices, formulae, instructions, skills, techniques, procedures, experiences, ideas, designs, drawings, assembly procedures, software, computer programs, apparatuses, specifications, data, results and materials, including: biological, chemical, vaccine-related, pharmacological, toxicological, pharmaceutical, physical and analytical, pre-clinical, clinical, safety, manufacturing and quality control data and information, including study designs and protocols, assays, and biological methodology, in all cases, whether or not copyrightable or patentable, in written, electronic or any other form now known or hereafter developed.

3.14 "Materials" means the materials provided by Cytiva and/or Customer, as applicable, which are required to perform the Services, as more specifically set forth in a Statement of Work.

3.15 "Owned Improvements" means both Cytiva-Owned Improvements and/or Customer-Owned Improvements, as applicable.

3.16 "Term" means the duration of this Agreement as provided in the Statement of Work.

4. Scope of the Agreement

4.1 Services may be performed by a Cytiva Affiliate, either i) as a subcontractor or ii) upon such Affiliate entering into an SOW directly with the Customer, in which event for purposes of the SOW references in this Agreement to "Cytiva" shall be deemed to be to such Cytiva Affiliate. Any notices or other communications required or permitted to be given under this Agreement solely in relation to the SOW signed by a Cytiva Affiliate shall be sent to the Cytiva Affiliate at its billing address in the SOW and need not

be sent to Cytiva, as the case may be. A Cytiva Affiliate entering into an SOW shall be bound by all the terms and conditions of this Agreement; provided however, if a Cytiva Affiliate is engaged as a subcontractor and does not enter into the SOW directly, Cytiva remains responsible for the performance of such Affiliate.

4.2 Either Party may utilize a subcontractor in the performance of certain of its obligations under this Agreement, provided that such subcontractor performs the activities subject to this Agreement and the relevant Statement of Work and have entered into a written agreement with such Party to be bound by similar obligations of confidentiality and assignment of Intellectual Property as provided herein. A Party utilizing a subcontractor shall remain liable for any act and omission of its subcontractor(s) in the performance of this Agreement to the same extent as if it were that Party's own acts or omissions.

4.3 If Customer requests that Cytiva use a particular provider of materials or services in connection with an SOW (a "**Customer-Designated Vendor**"), then Cytiva will enter into a statement of work with such Customer-Designated Vendor unless Cytiva does not wish to enter into such statement of work with that provider based on commercially reasonable reasons (such as the inability to agree with such provider upon mutually acceptable terms or a negative assessment of such provider's performance or abilities), in which case Customer may enter into a statement of work directly with such Customer-Designated Vendor. In no event will Cytiva have responsibility for the selection or performance of any Customer-Designated Vendor; provided however, that Cytiva may supervise a Customer-Designated Vendor as part of overall project management Services provided by Cytiva in an SOW. In no event will Cytiva be responsible for the acts, omissions, or performance (including willful misconduct) of any Customer-Designated Vendor.

5. Obligations of Each Party

5.1 In consideration of the sums paid under the SOW, Cytiva will use commercially reasonable efforts to carry out its activities under the applicable SOW. Cytiva undertakes that the performance of Services shall be conducted in a professional and workmanlike manner and in accordance with all applicable prevailing industry standards, all applicable laws and regulations, and any additional standards specified in the applicable SOW. Cytiva shall use reasonable endeavours, consistent with industry standards, to adhere to the applicable schedule set forth in the SOW. If Cytiva anticipates at any time that it will be unable to meet any deadline set forth in the SOW, it shall notify the Customer in writing of such reasonably deferred deadline as Cytiva considers will be attainable. Customer and Cytiva shall use commercially reasonable efforts to develop and agree upon any proposed changes to such schedule.

5.2 If the SOW provides, the Customer shall transfer Customer Materials to Cytiva solely for use under the terms of the SOW and this Agreement. The Customer undertakes to supply such timely and reasonable information, advice and assistance, as Cytiva shall require in the performance of Services. Cytiva shall not be responsible for not meeting any obligation or deadline set forth in an SOW to the extent such Cytiva failure to meet such obligation or deadline is attributable to the failure or delay of Customer to provide such support or Customer Materials. Both during and after the Term the Customer shall supply Cytiva promptly with any adverse safety data (including but not limited to any specific risks or handling requirements), which becomes available to the Customer relating to the Deliverables.

5.3 Representatives of the Parties shall liaise during the Term in meetings conducted via videoconference when needed, and by telephone, post, and e-mail (as appropriate) in order to discuss progress under the SOW. Status calls shall be conducted no less than once every two (2) weeks.

5.4 Cytiva undertakes during the Term to provide to the Customer the Deliverables of each project in accordance with the corresponding schedule set forth in the applicable SOW and following payment of all amounts due to Cytiva under this Agreement.

6. Payment; Shipment; Taxes

6.1 In consideration of Cytiva's provision of the Services under the SOW, the Customer shall provide to Cytiva payment in the amounts according to the following schedule: (i) upon full execution of the applicable SOW, a non-refundable deposit of fifty percent (50%) of the amount due for the current work package(s) to be performed upon Cytiva's receipt of a purchase order, which must be received prior to Cytiva commencing work for the work package(s) and paid within ten (10) days after receipt of the invoice; and (ii) the remaining fifty percent (50%) of such work package(s) amount due upon Cytiva's completion of the work package(s) and provision of the Deliverables specified therein. For the avoidance of doubt, the Parties agree that provision of Deliverables will be deemed complete and accepted when Cytiva either provides item to carrier for shipment to Customer or, for items that are not shipped (e.g., reports), otherwise provides to Customer pursuant to the applicable Statement of Work. Cytiva requires a purchase order number from the Customer to process the order, and such purchase order number shall be included in the respective invoice from Cytiva. Cytiva will not start performing the Statement of Work until the purchase order number has been established and issued.

6.2 All Customer Materials shall be shipped DAP, Cytiva's Vancouver facility (Incoterms 2020) and all Deliverables shall be shipped EXW Cytiva's Vancouver facility (Incoterms 2020), in each case exclusive of any shipment costs, taxes and duties, which shall be separately indicated in an invoice. For clarity, the costs for shipping of the Materials or Deliverables, as well as costs for handling, insurance and customs shall be borne by Customer.

6.3 Unless otherwise agreed to by the Parties in writing, Customer shall pay all invoiced amounts due to Cytiva in full without set off; in the invoiced currency; (iii) by electronic transfer to the account specified in Cytiva's invoice; and (iv), except in the case of the invoice for the non-refundable deposit pursuant to Section 6.1 above, within thirty (30) days after receipt of the invoice.

6.4 Any failure by Customer to make a payment within thirty (30) days after the receipt of the respective invoice from Cytiva (i) will obligate Customer to pay computed interest, the interest period commencing on the due date and ending on the payment day, to Cytiva at a rate of one percent (1%) per month; and (ii) Cytiva shall be entitled to pause the performance of the applicable SOW until the date the payment was made. The interest will be due and payable on the tender of the underlying principal payment.

6.5 Taxes.

- a.** All payments required to be made by Customer to Cytiva under this Agreement are stated exclusive of any value added tax, sales and use tax, goods and services tax and similar taxes ("Indirect Taxes"). In the event that Indirect Taxes are properly

due under any applicable law, regulation or otherwise, this shall be charged by Cytiva in addition to any other amounts due and shall be payable by Customer on receipt of a valid invoice (as required by the relevant taxing authority) issued by Cytiva. Cytiva will only issue invoices without relevant Indirect Taxes charged if Customer provides a full and correctly completed exemption certificate (or other documentation required by the relevant legislation) to Cytiva at the time of submission of the purchase order. If such exemption documentation is provided to Cytiva after the purchase order, then Cytiva will provide relevant tax credits to Customer following Cytiva's receipt of benefit from any relevant taxing authority for any Indirect Taxes previously charged which are subject to the exemption documentation. Customer shall, promptly following written notice, reimburse Cytiva for any Indirect Taxes assessed against Cytiva by any taxing authority as a result of exemption documentation incorrectly completed by Customer plus any interest and/or penalties thereon.

- b.** All payments shall be made by Customer in full, free and clear of all deductions (including withholding taxes). If any such withholding or deduction is required by law, Customer shall gross-up the amounts due hereunder in order that the payments provided for under the Agreement are paid fully such that Cytiva is in the same position as if no withholding or deduction had taken place. Customer shall furnish to Cytiva within one (1) month accurate official receipts from the appropriate governmental authority for all deducted or withheld taxes.

7. Ownership

7.1 Background Technology. It is acknowledged by Cytiva that the Customer Background Technology is Customer's separate property, and property rights thereto are not affected, transferred or assigned by this Agreement except as set forth herein and this Agreement imposes no restrictions on Customer with respect to its Customer Background Technology. It is acknowledged by Customer that the Cytiva Background Technology is Cytiva's separate property, and property rights thereto are not affected, transferred or assigned by this Agreement except as set forth herein and this Agreement imposes no restrictions on Cytiva with respect to its Cytiva Background Technology. Neither Party shall, under this Agreement, acquire any right, title, or interest to the other Party's Background Technology beyond the limited right to use such technology for the Services.

7.2 Restrictions on Use. The Background Technology of a Party shall be used by the other Party solely for research use only, in accordance with the applicable SOW but in no event shall any Cytiva Background Technology, Cytiva Materials or Cytiva-Owned Improvements be used by Customer for any commercial purposes without entering a license agreement with Cytiva. Each Party shall not make the Background Technology of the other Party available to any third person or entity (other than its employees who shall be granted access to the Background Technology on a need-to-know basis only) at any time for any reason. Neither Party shall use or allow the other Party to use its Background Technology in any manner whatsoever that violates any licensing obligations to a third party. Neither Party will, directly or indirectly, (i) use or attempt to use other Parties' Intellectual Property under this Agreement or any information or biological or chemical materials derived in whole or in part therefrom to reproduce, generate, create or produce such materials, including, but not limited to, through reverse-engineering, genetic manipulation or otherwise, or (ii) analyze the chemical or physical properties of the Materials.

7.3 Cytiva-Owned Improvements. Any Cytiva-Owned Improvements will be the sole and exclusive property of Cytiva. Customer agrees to assign and hereby does assign and transfer to Cytiva any and all ownership rights it may have in any such Cytiva-Owned Improvements. Cytiva shall control the filing, prosecution, maintenance, enforcement and defense of, at its sole expense, any Cytiva-Owned Improvements.

7.4 Customer-Owned Improvements. Any Customer-Owned Improvements will be the sole and exclusive property of Customer. Cytiva agrees to assign and hereby does assign and transfer to Customer any and all ownership rights it may have in any such Customer-Owned Improvements. Customer shall control the filing, prosecution, maintenance, enforcement and defense of, at its sole expense, any Customer-Owned Improvements.

7.5 License Grant. Each Party grants to the other Party a non-transferable, non-sublicensable (except to Affiliates and subcontractors), non-exclusive, royalty-free, limited license to use the Materials and Intellectual Property of a Party solely to the extent and for the purpose defined in the Statement of Work and not for any other purpose.

8. Confidentiality

8.1 Neither party shall, directly or indirectly, (a) publish, disseminate or otherwise disclose, deliver or make available to any person outside its organization any of the other party's Confidential Information or (b) use any of the other party's Confidential Information for any purpose other than to perform its obligations and exercise its rights under this Agreement.

8.2 In the event that the receiving Party is required by a governmental authority or by order of a court of competent jurisdiction or any other legal requirement to disclose any of the other Party's Confidential Information, the receiving Party will, to the extent legally permitted, give the disclosing Party prompt notice thereof so that the disclosing Party may seek an appropriate protective order prior to such required disclosure. The receiving Party will reasonably cooperate, at the disclosing Party's sole cost and expense with the disclosing Party in its efforts to seek such a protective order. Any disclosure made in accordance with this Section 8.2 shall not be considered a breach of the above provisions of confidentiality, non-disclosure and non-use.

8.3 The provisions of this Section 8 shall be effective for the duration of this Agreement and for a period of seven (7) years thereafter.

8.4 Except to the extent required by applicable law, rule or regulation, including the rules of any stock exchange or listing agency, or as otherwise permitted under this Section 8, neither Party will make any public statement or release concerning this Agreement or the transactions contemplated by this Agreement or use the name of the other Party in any form of advertising, promotion or publicity, without obtaining the prior written consent of the other Party.

9. Publicity

9.1 No Party shall make any Publication (defined below) or otherwise publish or disclose anything arising from or relating to this Agreement, the Statement of Work, the other Party's Confidential Information, Background Technology or Materials or reference or use any of the other Parties' name or likeness in any Publication or press release without the express prior written review and consent

of the other Party, which review and consent shall be subject to such Party's sole and absolute discretion. During the Term, either Party will submit to the other Party for review and approval any proposed academic, scientific and/or medical publication or public presentation (a "**Publication**") that contains or references the other Party's Confidential Information, Background Technology or Materials. Written copies of such proposed Publication will be submitted to the other Party at least thirty (30) days prior to the proposed publication date, and the reviewing Party shall identify its Confidential Information, Background Technology, Materials, or name/likeness reference for removal pursuant to such review. For the avoidance of doubt, each Party shall retain the right, relative to its Owned Improvements, to file or have filed any application constituting Intellectual Property without the express prior written review and consent of the other Party, provided that such application shall not include any Confidential Information of the other Party.

9.2 Cytiva and Customer may issue a press release upon the signing of this Agreement, with content of the press release mutually agreed by the Parties, which shall not be unreasonably withheld or delayed by either Party.

10. Warranties and Indemnity

10.1 Each Party hereby warrants and confirms:

- a) that it is free to enter into this Agreement on the terms hereof and that it is not subject to restrictions which may affect its ability to perform its obligations hereunder in any material respect;
- b) that it has not entered into any agreement which would interfere in any material respect with such Party's performance of its obligations under this Agreement; and
- c) that, to its reasonable belief and knowledge, neither it nor any of its personnel has been debarred, and is not under consideration to be debarred, by the U.S. Food and Drug Administration from working in or providing consulting services to any pharmaceutical or biotechnology company under the Generic Drug Enforcement Act of 1992.

10.2 Cytiva hereby warrants and confirms that the Services shall be conducted (i) in accordance with the terms of the applicable SOW; and (ii) consistent with industry standards of similarly sized and situated entities; provided it is understood that given the uncertain nature of certain of the basic scientific research work to be conducted as part of each SOW, specific results, outcomes or schedules cannot be guaranteed for all aspects of the applicable SOW.

10.3 Customer hereby warrants and confirms that, to Customer's knowledge, Cytiva's use of Customer Materials in connection with any Statement of Work will not violate the patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party and that Customer has, to Customer's knowledge, the full right to provide such Materials to Cytiva for use as part of the Services.

10.4 SAVE FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PARTIES DO NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO ANY MATERIALS SUPPLIED BY IT TO THE OTHER PARTY HEREUNDER AND EACH PARTY ACKNOWLEDGES AND AGREES THAT ALL MATERIALS OR DELIVERABLES ARE SUPPLIED 'AS IS'

AND CYTIVA GIVES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, OF ANY KIND, INCLUDING ANY AS TO THE QUALITY OF THE DELIVERABLES UNDER ANY PROJECT OR THEIR EFFICACY OR USEFULNESS FOR ANY PURPOSE WHATSOEVER (WHETHER ACADEMIC, COMMERCIAL, CLINICAL, THERAPEUTIC OR OTHERWISE), MERCHANT-ABILITY, MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, OR NON-INFRINGEMENT. CYTIVA WILL HAVE NO LIABILITY FOR AND DOES NOT MAKE ANY GUARANTEE OR PROVIDE ANY ASSURANCE THAT THE DELIVERABLES WILL HAVE ANY PARTICULAR RESULT OR OUTCOME.

10.5 The Customer hereby agrees to indemnify, defend and hold harmless Cytiva and its directors, Representatives, licensees and assignees from and against any and all losses, liabilities, damages, costs, fines, penalties, suits, proceedings, claims and expenses (including reasonable attorneys' fees) of any kind arising from any suits, proceedings or claims made by any third party (all the foregoing, "**Third-Party Claims and Losses**") incurred (whether directly or indirectly) by any of the aforesaid indemnitees to the extent arising from (i) the use by the Customer or any third party of the Deliverables or the Services in any manner whatsoever or (ii) Customer's or any other Customer indemnitees' negligence or wilful misconduct or breach of any representation, warranty or covenant herein, except to the extent such Third-Party Claims and Losses have been occasioned by Cytiva's or any Cytiva indemnitees' negligence, recklessness or wilful misconduct or omission or a breach of this Agreement by Cytiva.

10.6 Cytiva hereby agrees to indemnify, defend and hold harmless the Customer and its directors, Representatives, licensees and assignees from and against any and all Third-Party Claims and Losses incurred (whether directly or indirectly) by any of the aforesaid indemnitees to the extent arising from Cytiva indemnitees' negligence or wilful misconduct or breach of any representation, warranty or covenant herein, except to the extent such Third-Party Claims and Losses have been occasioned by the Customer's or any Customer indemnitees' negligence, recklessness or wilful misconduct or omission or breach of this Agreement by Customer.

10.7 In the event of any claim against any indemnified Party under Section 10.5 or Section 10.6, the Party seeking indemnification shall promptly, and in any event within fifteen (15) days, notify the other Party in writing of the claim. The other Party shall have the right, exercisable by notice to the Party seeking indemnification within fifteen (15) days after receipt of notice of the claim, to assume direction and control of the defence, litigation, settlement, appeal or other disposition of the claim (including the right to settle the claim solely for monetary consideration) with counsel selected by such indemnifying Party and reasonably acceptable to the Party seeking indemnification; provided that the failure to provide timely notice of a claim shall not limit an indemnified Party's right for indemnification hereunder except to the extent such failure results in actual prejudice to the indemnifying Party. The Party seeking indemnification shall cooperate with the indemnifying Party and may, at their option and expense, be separately represented in any such action or proceeding. The indemnifying Party shall not be liable for any litigation costs or expenses incurred by any indemnified Party without the indemnifying Party's prior written authorization. In addition, the indemnifying Party shall not be responsible for the indemnification or defence of any claims compromised or settled without its prior written consent.

11. Other Services

Nothing shall preclude Cytiva whether during the Term or thereafter from providing services similar to the Services, including services in the field of pharmaceutical nanoparticle formulation research, for third parties, so long as Cytiva does not disclose or use Customer Confidential Information in breach of this Agreement.

12. Termination

12.1 This Agreement shall begin on the Effective Date and will continue until the completion of all Services and delivery of all Deliverables under the applicable SOW, unless and until terminated by either Party according to the provisions of Sections 12.2, 12.3, or 12.4.

12.2 Either Party may terminate this Agreement by providing one (1) calendar month's written notice to the other Party.

12.3 Without prejudice to any other remedy either Party may have against the other Party, this Agreement may be terminated forthwith by notice in writing by either Party if:

- a) the other Party is in material breach of any of the terms of this Agreement, and is not capable of remedying it within thirty (30) days of receipt by it of written notice from the other Party specifying the material breach and requiring its remedy;
- b) the other Party enters into bankruptcy, liquidation whether compulsory or voluntary (otherwise than for the purposes of amalgamation or reconstruction, details of which shall have been notified to the other party in writing) or has a receiver appointed over all or any part of its assets or is subject to any petition for the appointment of any administration.

12.4 Without prejudice to its right to charge interest under Section 6.4 or any other remedy available to it hereunder or at law or in equity, Cytiva may terminate this Agreement by written notice forthwith if any sum due to it under this Agreement remains unpaid in full (including any interest due thereon) 30 days after the due date of an invoice.

12.5 Upon termination of this Agreement:

- a) Cytiva shall cease the performance of Services as specified in the termination notice;
- b) a Party shall deliver up to the other Party or destroy/delete all Confidential Information disclosed to it by the other Party and all documents and property belonging to the other Party which may be in its possession or control, provided that a Party may retain one copy of the other Party's Confidential Information solely to monitor its surviving obligations and exercise its rights under this Agreement or as otherwise required to comply with applicable laws, rules and regulations;
- c) Cytiva shall, in addition (subject to having received payment in full) deliver to the Customer the Deliverables under the applicable SOW collated to date; and
- d) each Party shall either return or destroy (upon instructions by the other Party) the other Party's Materials that remain in its possession; provided that Cytiva may destroy, in accordance with industry standards, any of Customer's Materials that remain in its possession thirty (30) days after completion or

early termination of the applicable SOW.

12.6 Notwithstanding anything to the contrary herein, in the event Customer terminates this Agreement for any reason other than Cytiva's material breach or Cytiva terminates this Agreement due to Customer's material breach, the total amount will be due to Cytiva for the work package(s) specified in the applicable SOW that Cytiva has begun performing, unless otherwise agreed to by the Parties. The Parties agree that (a) Customer shall remit immediately, per the terms of this Agreement, any unpaid, non-refundable deposit still outstanding at the time of any such termination; and (b) an unreasonable delay by either Party to perform obligations set forth in the applicable Statement of Work (e.g., Customer's delivery of Materials, Cytiva's performance of Services) shall be considered a material breach by the delaying Party.

12.7 In the event Cytiva terminates this Agreement in accordance with Section 12.2 or Customer terminates this Agreement due to Cytiva's material breach, Customer shall pay Cytiva for the following: (a) if Services are payable on a time and materials basis, the portion of terminated Services actually provided or to be provided through the effective date of termination; (b) if Services were paid on a fixed-fee basis, then a pro-rated portion of the fixed fees due based on the percentage of the terminated Services actually provided or to be provided through the effective date of termination; and (c) reimbursement for out-of-pocket costs and other pass-through expenses already incurred or irrevocably committed in connection with the terminated Services.

12.8 Termination shall be without prejudice to the rights of either of the Parties accrued as at the date of termination, and not withstanding termination, the provisions of Sections 3, 6-9, 10.2-10.7, and 11-21 shall continue thereafter in accordance with their terms.

12.9 Customer agrees that, during the term of this Agreement and for a period of one (1) year afterward, it will not, directly or indirectly, solicit for employment, employ or otherwise engage as an independent contractor any current employee or independent contractor of Cytiva or any Affiliate who has been involved in rendering Services under this Agreement. Notwithstanding the above, solicitations initiated through general newspaper and trade journal advertisements and other general circulation materials not directly targeted at such individuals shall not be deemed a violation of the foregoing and Customer shall not be deemed in violation of this Section 12.9 in the event that it hires or engages any such employee or independent contractor of Cytiva or any Affiliate who responds to such general, non-targeted solicitations.

13. Entire Agreement

This Agreement, including any SOWs entered into by the Parties, constitutes the entire agreement between the Parties with respect to the specific subject matter contained therein and supersedes any other agreement or understanding between the Parties, whether written or oral, with respect to the performance of its subject matter. In the event of a conflict or discrepancy between the provisions of these terms and conditions and those of any SOW, these terms and conditions shall prevail.

14. Notices

All notices required to be provided by the parties under this Agreement shall be delivered by (i) registered post (prepaid and certified), (ii) internationally recognized express delivery service (e.g., like FedEx, DHL, UPS), hand delivery, or (iii) email to the address of the recipient party as set out below:

Customer: Address(s) set forth in the Statement of Work

Cytiva:

Global Life Sciences Solutions ULC
#400-1055 Vernon Drive
Vancouver, BC
V6A 3P4
Canada
Attn: Tim Leaver, Head of Strategy,
Email: Tim.leaver@cytiva.com

With a copy to:

Legal Department
100 Results Way
Marlborough, MA 01752
U.S.A.

If served by email, it will be deemed received when sent, subject to issue of a valid transmission slip; and if served by registered post or airmail it will be deemed received 5 business days after posting; if delivered by express international delivery service, on the day such notice is presented for delivery to the party to whom such notice is addressed; if delivered by hand, on the day it is presented for delivery to the party to whom such notice is addressed.

15. Status

15.1 In the performance of its obligations under this Agreement Cytiva shall be an independent contractor.

15.2 Neither of the Parties is authorised to act as the agent of the other for any purpose whatsoever and neither Party shall on behalf of the other enter into, or make, or purport to enter into or make any agreement or arrangement or represent that it has any authority to do so.

15.3 Nothing in this Agreement shall be deemed to constitute a partnership between the Parties and neither of the Parties shall do or suffer to be done anything whereby it may be represented as a partner of the other Party.

15.4 Each of the Parties shall bear its own costs and expenses incidental to the preparation, negotiation and execution of this Agreement.

15.5 Nothing in this Agreement should be construed as conferring rights to any third party.

16. Limitation of Liability

16.1 Nothing in this Agreement shall be taken to limit or exclude the liability of either Party for death or personal injury caused by its negligence or due to its fraudulent misrepresentation.

16.2 NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. CYTIVA'S TOTAL AGGREGATE LIABILITY ARISING EITHER FROM THIS AGREEMENT OR FROM LAW FOR ANY KIND OF LOSS OR DAMAGE IS LIMITED TO THE AMOUNTS DUE TO CYTIVA UNDER THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NOTHING IN THIS SECTION 16.2 IS INTENDED TO OR SHALL LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR PAYMENT OBLIGATIONS OF ANY PARTY UNDER SECTION 6, OR DAMAGES AVAILABLE FOR A PARTY'S INTENTIONAL MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8, OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

17. Assignment

Except as otherwise expressly permitted in this Agreement, neither Party may assign, delegate or transfer its obligations under this Agreement, in whole or in part, without the prior written consent of the other Party, and any attempted assignment, delegation or transfer by a Party without such consent will be void; provided, however, that either Party may assign this Agreement without the other Party's consent in connection with the sale or transfer of all or substantially all of the assets to which this Agreement relates or the merger, controlling sale of equity or other business reorganization, and either Party may assign this Agreement without the consent of the other Party to an Affiliate; provided that in the event of an assignment by Customer to an Affiliate, such Affiliate is no less creditworthy than Customer. No assignment, delegation or transfer will relieve either Party of the performance of any accrued obligation that such Party may then have under this Agreement. This Agreement shall inure to the benefit of the Parties, their successors and permitted assigns.

18. Amendment; Waiver

Any agreement to amend, vary or modify the terms of this Agreement in any manner shall be valid only if the amendment, variation or modification in question is effected in writing and signed by duly authorised representatives of each of the entities that are signatories thereto. Any delay in enforcing a Party's rights under this Agreement, or any waiver as to a particular default or other matter, will not constitute a waiver of such Party's rights to the future enforcement of its rights under this Agreement, except with respect to an express written waiver relating to a particular matter for a particular period of time signed by an authorized representative of the waiving Party, as applicable.

19. Severance

If any term or provision or any part thereof contained in this Agreement shall be declared or become unenforceable invalid or illegal for any reason such term or provision or part thereof shall be deemed to have been severed from the remaining terms of this Agreement and the terms and conditions hereof shall remain in full force and effect as if this Agreement had been executed without the offending provision appearing herein. If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, in place of such provision shall be substituted an alternative provision that will be interpreted so as to best accomplish the objectives of the severed unenforceable or invalid provision and the intent of the Parties, within the limits of applicable law.

20. Force Majeure

In the event that the performance of the obligations of either Party under this Agreement is prevented, restricted or hindered by any event of Force Majeure such Party:

- a) shall not be liable to the other Party for any damages caused by such Force Majeure; and
- b) shall promptly serve notice in writing on the other Party specifying the nature of the Force Majeure, its effect upon its performance of this Agreement and the period of time in which it is anticipated to apply; and
- c) shall use its reasonable endeavours to overcome the Force Majeure and resume its proper performance of its obligations under this Agreement.

21. Governing Law

This Agreement will be governed by the laws of the province of British Columbia and the federal laws of Canada, without regard for any conflicts of law principles that would dictate the application of the laws of another jurisdiction.

22. Strict Construction; Headings; Interpretation

This Agreement has been prepared jointly and will not be strictly construed against either party. The section headings are included solely for convenience of reference and will not control or affect the meaning or interpretation of any of the provisions of this Agreement. The words "include," "includes" and "including" when used in this Agreement are deemed to be followed by the phrase "but not limited to".

23. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same instrument. A facsimile or portable document format (".pdf") copy of this Agreement, including the signature pages, will be deemed an original.