GENERAL CONDITIONS OF SALE

ARTICLE 1 – PURPOSE

These General Conditions of Sale shall define the terms and conditions under which this Agreement is entered into by and between:

(i) genOway, which undertakes to implement the means and Know-how it possesses in accordance with the standards of the profession, to implement the Milestones as set forth in the Agreed Offer,

(ii) The Client, which undertakes to work with genOway for the implementation of the Milestones and therefore unconditionally agrees with the present terms and conditions.

genOway may modify or update these terms from time to time in its sole discretion.

ARTICLE 2 - DEFINITIONS

a) **"Affiliate(s)":** shall mean any person, corporation, company, partnership, joint venture, firm or other entity that controls, is controlled by or is under common control with a Party; as used in this definition, control means at the Effective Date (a) in the case of a corporate entity, direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the election of directors; and (b) in the case of a non-corporate entity, the direct or indirect power to direct, or cause the direction of, the management and policies of the non- corporate entity or the power to elect at least fifty percent (50%) of the members of the governing body of such entity.

b) **"Agreed Offer":** shall mean the proposal provided by genOway and approved by the Client, describing the Milestones, their duration and the prices.

c) **"Agreement":** shall refer to, taken together as a whole, (i) the Agreed Offer, (ii) the Special Conditions of Sale if any, (iii) the Execution table with billing and delivery contacts and adresses and (iv) the present General Conditions of Sale, and (v) any Appendix if any.

d) **"Breed"**: means to reproduce the Model with (1) parents that are both a Samples or a progeny of Samples or (2) one parent which is a Samples or a progeny of Samples and a non genetically modified animal from the same genetic background of the Model. For the sake of clarity, Breed does not authorize changing the genetic background of the Model.

e) **"Client"**: means the organisation described in the Agreed Offer, including its Affiliate(s) if applicable.

f) **"Contractual Year"**: shall mean any period of twelve (12) months commencing on the Effective date or on its anniversary date.

g) **"CRO"**: shall mean any commercial organisation contracted by the Client for a study to be performed ; the CRO shall act for the benefit of Client and the latter shall be fully liable to genOway for any prejudice incurred by genOway resulting from the CRO actions. The CRO shall not be located in China and no Samples shall be sent in China in any way whatsoever.

h) **"Cross-breed"** : shall means (1) to produce a model with parents from two or more different strains or transgenic lines where one parent is not a Model and the other parent is a Model or any derivatives of such Breeding, or (2) to transfer biological materials carrying the modified locus (e.g., cells, tissues, etc.) derived from Model to models of another strain or transgenic line.

i) **"Effective Date"**: means the date of the signature of this Agreed Offer.

j) **"Engineer The Genome of the Model"** : shall mean modify the Model by introducing by gene editing one or more modifications in the genoma of the Model.

k) **"Field of Use of Preclinical Services Results"** : shall mean the right to freely use any and all Preclinical Services Results provided by genOway, including but not limited to all right, title or intellectual property which could arise from Preclinical Services Results.

l) **"Field of Use of Model"** : shall mean the right to perform Internal Research and Development only, by the Client or by CRO.

No other right is included, such as the rights to inter alia Breed, Cross-breed or Modify the Samples, transfer the Samples (including by direct or indirect selling of assets or acquisition of the share capital or the business capital or any work/research program of the Client), sell, have sold, offer for sale, import or use for resale, export and/or otherwise distribute the Samples to any Non For Profit Organisation and/or to any For Profit Organisation. Client will not use Samples for (i) the production of a drug candidate for clinical development phases or the industrial production of a drug, (ii) diagnostic applications, (iii) any commercial applications like Preclinical Services, and (iv) collaboration with For Profit Organisation.

For the sake of clarity, Results can be used for (i) the production of a drug candidate for clinical development phases or the industrial production of a drug, (ii) diagnostic applications, (iii) any commercial applications like Preclinical Services, and (iv) collaboration with For Profit Organisation.

m) **"For Profit Organisation"**: shall mean an entity concerned with its own interests working for commercial purposes and/or which aims to earn profit through its operations.

n) **"Internal Research and Development"**: shall mean the use of the Samples for basic, biomedical and pharmaceutical research purposes. Client shall be entitled to use the Samples while conducting a joint research together with a Non For Profit Organisation.

o) **"Know-how"**: shall mean a series of methods, techniques, formulas, expertise and knowledge, whether patentable or not, owned and developed by genOway, including in the frame of this Agreement. For the sake of clarity, Know-how does not contain the Model or Results.

p) **"Materials"**: shall mean any biological or chemical material (e.g. antibody, tumor cells,..) provided by and under the responsibility of the Client to be used by genOway for the performance of the service specified in the Agreed Offer, and for the performance of this service only.

q) **"Milestones"**: means any working stages to be performed as defined in the Agreed Offer.

r) **"Model"**: shall mean, depending on the purpose of the Agreed Offer, either (1) the genetically modified animal and its derivatives (organs and cells) or (2) the genetically modified cell, each of which have been elaborated by genOway (except Know-how).

s) **"Modify"**: means, taken together, Cross-breed and Engineer The Genome of the Model.

t) **"Non For Profit Organisation"** : shall mean a public and/or non-commercial entity, including academic institutions, which is dedicated to education and research, and which grants academic degrees and/or is part of government entity. The NFPO shall not be controlled by any For Profit Organisation.

u) **"Parties"**: shall mean, genOway and the Client, designated individually as a Party and together as the Parties.

v) **"Preclinical Services"**: shall refer to the practice, performance or provision of any services rendered by genOway for the benefit of Client, as defined in the Agreed Offer.

w) **"Preclinical Services Results"**: shall mean the results obtained from the Preclinical Services, including but not limited to data, knowledge, process and any non-material outcomes or any biological materials.

x) **"Results"**: means any materials and non-materials derivatives obtained from the Samples by Client in accordance with the terms of the Field of Use only, including all information, data, right, title and intellectual property, knowledge, process and any non-material outcomes and all biological materials (e.g. antibody or protein). For the sake of clarity, Results do not include any results obtained by Client's breach of the Agreement e.g.using the Samples outside the Field of Use.

y) **"Samples"**: shall mean the unmodified descendants from the Model delivered to the Client as defined in the Agreed Offer (i.e. mice, rats, cells).

z) **"Territory"**: means North America, United Kingdom, Switzerland and European Union.

ARTICLE 3 - GRANT OF RIGHTS

3.1 Rights related to Preclinical Services Results

The Client will be the owner, worldwide, of the Preclinical Services Results in the Field of Use of Preclinical Services Results, subject to the terms granted herein, and only upon full payment of the price in accordance with Article 5 hereinabove.

3.2 Rights related to Model - If applicable, when Client is receiving Samples Subject to the terms and warranties of this Agreement, genOway hereby grants, and Client accepts nonexclusive and nontransferable rights on the Model in the Territory and in the Field of Use of Model. Client's ownership and use of the Model in the Field of Use is possible outside the Territory, but at his own risk and liability without any warranties of any kind from genOway. Results, in accordance with the terms herein, shall be owned by Client alone. For the sake of clarity, genOway has no right of any kind on the Results.

3.3 Client's acceptance of the Milestones related to Preclinical Services only

Within 10 business days, at the latest, of the expiration of each Milestone, genOway shall send to the Client a report by e-mail or mail, summarizing the results obtained upon completion of the Milestone concerned.

The Client shall be deemed to have finally and fully accepted the completion of the Milestone by genOway 10 business days after the end of the Milestone. For the sake of clarity, the Client will have 10 business days as from receipt of the report mentioned above, or as from receipt of the Preclinical Services Results, to reject the completion of the Milestone and request genOway to repeat the work.

ARTICLE 4 – DELIVERY

genOway shall be responsible for (i)delivering Preclinical Services Results by the means chosen by Client, including by e-mail, (ii)and/or if applicable, organising shipment of the Samples and/or biological materials when applicable, to the place chosen by the Client, together with all existing associated documentation and production specifications. Delivery terms are DAP (Delivered At Place) as per incoterm 2020.

ARTICLE 5 – FINANCIAL CONDITIONS

5.1 Price

In consideration for genOway services, the Client agrees to pay to genOway the amount set forth in the Agreed Offer. Shipment cost of the Samples and/or biological materials, if applicable, are not included and will be invoiced separately, except otherwise stated in the Agreed Offer.

5.2 Payment terms

a) Each Milestone's price is fully due and invoiced at initiation of the Milestone.

b) Invoices must be paid within 30 days upon reception.

c) It is expressly agreed that if the Client does not pay due amounts on time, these amounts will bear interest at the rate of 10% annually.

d) Client shall reimburse genOway for the costs, including reasonable attorney fees, for expenses paid in order to collect any amounts overdue more than 60 days.

e) Should Client be required under any law or regulation of any government entity or authority to withhold or deduct any portion of the payments or royalties due to genOway, then the sum payable to genOway shall be increased by the amount necessary to yield to genOway an amount equal to the sum it would have received, had no withholdings or deductions been made.

f) In case of termination of the Agreement as per Article 8.2.b (i)breach by the Client : without any prejudice to the other rights of genOway, the Milestones will be due by the Client and must be paid, (ii)breach by genOway : without any prejudice to the other rights of the Client, the Milestones will not be due by the Client.

ARTICLE 6 – WARRANTIES AND LIABILITIES

a) genOway expressly declares and warrants that it has all rights necessary to grant the rights herein to Client in Article 3 above.

b) To the best knowledge of genOway, (i) no intellectual property rights - other than those belonging to genOway or for which genOway has been granted relevant license rights - apply to the processes and formulas it uses to create the Model and perform Preclinical Services in the Field of Use in the Territory and (ii) genOway has the right to assign to the Client the terms and ownership related to them.

c) To the best of Client's knowledge, the Materials can be used freely by genOway under this Agreement.

d) Client represents as a professional that it is fully able to understand the scientific information and results provided by genOway in the frame of this Agreement, including Preclinical Services Results

e) The Client acknowledges that the entire Know-how used and/or developed by genOway belongs exclusively to genOway and remains its property. The Client cannot claim any right, indemnity or compensation based on the existence, use or transfer of this Know- how in any form whatsoever to whomsoever by genOway.

f) Other than as expressly set forth herein, genOway makes no representations, extends no warranties of any kind, either express or implied, and assumes no responsibilities whatsoever.

g) However, as a research contract is uncertain by nature, genOway only has obligations regarding the means to implement the Milestones as set forth in the Agreed Offer. Consequently, genOway cannot warrant that the implementation of the Agreed Offer
(1) will not be delayed for scientific reasons, (2) will be successfully performed, (3) will be successfully used by the Client or a third party, and (4) will be suitable to the use for which it was intended. Therefore, in no event shall genOway be responsible or liable for any direct, indirect, special, incidental, or consequential damages or lost profits or other economic loss or damage whatsoever.

h) Each Party agrees to indemnify and hold harmless the other Party, its officers, directors, employees and agents against any and all losses, liabilities, suits, costs and expenses, including reasonable attorneys' fees, and third Parties claims, resulting from (i) the Party's negligence or willful misconduct or (ii) the Party's breach of this Agreement except to the extent such breach results from the other Party's negligence or willful misconduct.

ARTICLE 7 - INDEMNITY - INSURANCE

genOway represents that it has and maintains insurance policies taken out from creditworthy insurance companies guaranteeing the financial consequences of its responsibility for any damages it could cause to Client under this Agreement.

ARTICLE 8 - DURATION – TERMINATION

8.1 Duration

The Agreement shall enter into force on the Effective Date and shall expire when neither of the Parties have to assume any remaining commitments towards the other Party as defined hereto (including, but not limited to, warranties, liabilities and indemnification).
The Agreed Offer shall enter into force on the Effective Date, and shall expire (i) either upon delivery of the Samples by genOway to Client, (ii) or earlier termination as set forth in the Article 8.2.

8.2 Termination

a) The Client shall be entitled to terminate immediately this Agreed Offer at the end of each Milestone without cause, sending a written notice to genOway.

b) This Agreement may be terminated at any time by registered letter with acknowledgement of receipt, in the event that either Party breaches one or several of its material obligations hereunder and fails to remedy that breach within one (1) month of receiving a registered letter with acknowledgement of receipt from the other Party, without prejudice to any damages that the defaulting Party may owe the other because of this breach.

c) When termination is effective, all amounts due must be paid, as defined in Article 5, and all the rights of the Client shall lapse upon this termination (except those arising from Results); in particular, if Client had received Samples from genOway, Client shall immediately terminate the line of the Model and of any of its Modified derivatives by euthanasia or any means of its choice. Client will provide genOway, within 15 days, with the relevant certificate of destruction.

8.3 Force majeure

In the case of force majeure, such as strike, fire, epidemics, floods, destruction due to malicious actions during the performance of this Agreement, without this list being exhaustive, its performance will be suspended for a maximum period of 3 months. If at the end of this period, the force majeure still applies or has not yet been remedied, the parties will be entitled to terminate this Agreement without any damages.

ARTICLE 9 - CONFIDENTIALITY

9.1 Confidentiality agreement

The Parties undertake for the duration of the Agreement and two (2) years thereafter to keep confidential any information pertaining to the existence, nature and conditions of this Agreement, as well as to any information, of any nature and in any form whatsoever, including Materials, disclosed between them in the frame of this Agreement ("Confidential Information").
Confidential Information shall not include, however, information that : it is or has become available to the general public through no fault of the parties ; or it is already known by the receiving Party, without restriction, at the time of disclosure ; or it is disclosed to one party by third parties without restriction on disclosure, provided that said third parties did not get said information subject to restriction on disclosure from the other party ; or information which must be disclosed by law.
All Confidential Information will remain the sole property of the Party disclosing such information, and can only be disclosed upon prior written consent of the other Party.
For the sake of clarity, Client is not bound to confidentiality with respect to the Results and Preclinical Services Results, and is free to publish as defined in Article 9.2.

9.2 Publications

a)Client shall be free to publish its work related to the use of Preclinical Services Results and/or of Model. If Preclinical Services Results or Results obtained with the Preclinical Services or Model are submitted for publication of any kind, Client agrees to mention genOway and/or the references of the Model in any presentation, press release or communication of any kind, whether oral or in writing, whether scientific or not, and genOway will be listed as the provider of the Preclinical Services or Model used in the work submitted for publication.
b)Client authorizes genOway to add its name on the genOway clients' list.

ARTICLE 10 - GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the country where the research facility is located, when situated in the Territory. When the research facility is located outside the Territory, this Agreement shall be governed and construed in accordance with the laws of France.

ARTICLE 11 - SHARED PROVISIONS

a) GenOway's offers are specially determined and sized for the Client of this Agreement, hence the financial conditions may change in connection with the sale or transfer of the majority of its stock or all or substantially all of its assets to which this Agreement relates. Consequently, Client may not assign this Agreement without genOway's prior written consent and such transfer shall be priced if applicable.

b) This Agreement represents the entire understanding between the Parties, and all of its terms and conditions constitute an integral part thereof, without which the Parties would not have contracted.

c) This Agreement shall prevail over all other communications and it supersedes and cancels any and all prior agreements or understandings between the Parties with the same purpose. This Agreement cannot be changed or modified, in whole or in part, except by written amendment agreed and executed by the Parties hereto.

d) The Special Conditions of Sale ("SCS"), if any, are the specific terms which are applicable only with respect to one particular Agreed Offer and will prevail over the present General Conditions of Sale.

e) The fact that one Party did not avail itself of the non-fulfillment by the other Party any obligation whatsoever as set forth herein, shall not be construed as a waiver of any of the rights granted hereto. If one of the provisions of this Agreement shall be declared null and/or void, for any reason whatsoever, this invalidity shall not affect the validity of the other provisions which shall remain effective and applicable