

VIB TECHNOLOGIES

VIB NUCLEOMICS CORE

GENERAL TERMS AND CONDITIONS

ARTICLE 1 - DEFINITIONS

Background IP means the intellectual property rights either held prior to the acceptance of the Quotation or developed outside the Services

Customer shall mean the legal entity that is legally responsible for the fulfillment of the General Terms and Conditions in function of orders received by VIB from laboratories being part of said legal entity

Intellectual Property Rights shall mean, without being limited to, patent rights and applications, copyrights (including but not limited to copyrights in computer programs and databases), rights on databases, models and design rights, trademarks, rights to statutory and commercial denominations, domain names and all other possible rights to sign used in business to distinguish one good or service from another in trade.

Material means the material actually transferred by Client to VIB in relation to the conduct of the Service, together with any parts or sub-units, descendants, progeny, mutants, mutations or other derivatives thereof.

Party means VIB or Customer when used in singular and shall mean VIB and Customer when used in plural.

Quotation shall mean the price offer from VIB to Customer in relation to the Services to be provided

Services means the services VIB offers as described in and according to the Quotation

Results shall mean any and all data, findings, results and/or inventions, whether patentable or not, generated in the performance of the Services, with the exception of any improvements, further developments or modifications to the VIB Technology

VIB; VIB vzw with registered office at Suzanne Tassierstraat 1, Zwijnaarde B-9052, Belgium

VIB Technology shall mean any and all methods, procedures, techniques, equipment, cell lines and any other know-how that are used by VIB to execute the Services.

ARTICLE 2 – ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are applicable to all of VIB's deliveries, Services, agreements and invoices established by VIB, unless otherwise expressly agreed in writing and signed by both Parties. The Customer has previously been informed of these General Terms and Conditions and has accepted these explicitly. The Customer's general terms and conditions are not applicable and are therefore expressly excluded. in force at the time of Quotation.

ARTICLE 3 – QUOTATION AND PRICES

Quotations and related Services will only be acted upon if confirmed in writing by signature of Customer and shall be deemed to have been made or given: (a) when delivered, if delivered by hand; (b) when confirmation of transmission received, if sent by facsimile or the like; (c) agreed upon by electronic approval via VIB's online Technologies Connect platform.

Our prices are quoted in Euros and are exclusive of VAT. Prices may be subject to change from time to time. Price offers are valid for one (1) month.

ARTICLE 4 – MATERIALS – USE, SHIPMENT AND DELIVERY

The Customer shall provide VIB with the information and/or Materials necessary for VIB to carry out its Services. Customer shall be responsible for carrying out the shipment covering all related shipment costs and appropriately packing and labeling the Materials, including its toxicity and biosafety level information. To the extent permitted by law, VIB shall not be liable for loss or damage of the samples during shipment, storage or use while performing the Services.

Customer shall inform VIB of any applicable legislation, regulation or public action concerning the Material which may adversely affect VIB's use of the Material and that Customer has to know by legal terms due to its possession of the Material; provide applicable safety information of the Material and not knowingly supply any Material which may cause a treat to the health of employees or consultants of VIB. VIB may refuse to accept certain Material if Customer did not abide by all of its obligations under the present clause or if VIB may consider there is a risk for its employees or consultants. In such case, VIB shall not be held liable for any delay in the performance of the Services which may be of a consequence hereof.

VIB will use Materials for the sole purpose of the Services and in compliance with all applicable statutes and regulations, including, for example, those relating to Services involving the use of animal subjects, recombinant DNA, data protection, patient and privacy rights and the use of human biological material. This Material is not for use in human subject.

ARTICLE 5 – INTELLECTUAL PROPERTY RIGHTS- OWNERSHIP

The Intellectual Property Rights on a Party's Background will remain that Party's sole property. The Intellectual Property Rights related to the Materials and/or Results prior owned by Customer or generated by VIB in the conduct of the Services will, to the extent possible under law, become the sole property of the Customer upon full payment to VIB of the agreed upon price in Quotation. Customer shall be free to use the Results at its discretion, and VIB hereby assigns or otherwise transfers to Recipient any rights that VIB has or may have in such Results, and upon Customer's request and expense, VIB shall sign and deliver all documents that may be necessary or useful to establish Recipient's title of ownership.

VIB Technology shall remain the sole and exclusive property of VIB. If during the performances of the Research Project improvements, further developments or modifications to the VIB Technology are obtained, said improvements, further developments or modifications will be solely and exclusively owned by VIB if they are fully severable from and do not relate to Customer's Material and Background IP. VIB shall be allowed to file for patent and any other Intellectual Property Rights protection in this respect.

ARTICLE 6 – MATERIAL AND DATA STORAGE

Upon completion of the analysis, Materials, Results and data will be stored for no longer than 3 months, unless agreed otherwise by both parties in writing. In the event Customer requested to VIB to store Materials and Results and data for a longer period than 3 months, the Customer will be charged with the appropriate costs of such storage. During the 3 months storage period, remaining Material, Results and data can be retrieved by the Customer at his/her own expense. At the end of the storage period, VIB will destroy the Materials and Results and data.

ARTICLE 7 – CONFIDENTIALITY

Parties acknowledge that in the course of performing their obligations under the Services, they may have access to and will be entrusted with Confidential Information (as defined hereinafter), the disclosure of any of which would be detrimental to the other party's best interests. Confidential information for the purpose of this section means any and all information supplied/made accessible by one party -from time to time- to the other under the Services, including but not limited to product information, information in relation to clients or potential clients, pricing information, technical information, including the existence and the content of the Quotation and related Services. The Parties agree that information disclosed pursuant to the Services which would otherwise be Confidential Information shall not be deemed Confidential Information to the extent that it can be proven that said information:

- (i) Is or becomes part of the public domain without violation of this agreement between the Parties;
- (ii) Is known and on record at the receiving Party prior to disclosure by the disclosing Party;
- (iii) Is lawfully obtained by the receiving Party from a third party who is not bound by similar confidentiality obligations; or
- (iv) Is developed by the receiving Party completely independently of any such disclosure by the disclosing Party

ARTICLE 8 – LIMITED WARRANTY

VIB shall use all reasonable efforts to provide high quality Services to Customer and deliver results within the period of time agreed upon with Customer. Delivery times agreed upon are not binding and delays in delivery of results shall not give rise to cancellation of the order or damages claimed from Customer. VIB makes no other warranties, promises, guarantees or representations of any

nature, either express or implied, with respect to the Services or the Results, including any warranty of merchantability, title, non-infringement or fitness for a particular purpose.

ARTICLE 9 – LIMITATION OF LIABILITY

In no event shall VIB be liable to Customer for any loss, claim or demand made by Customer, or against Customer by any other party, due to or arising from Customer's use of the Results, the Materials or confidential information, except when resulting from VIB's fraud, gross negligence or wilful misconduct. In addition, any liability by a Party shall always be limited to the actual damage and loss suffered and excludes indirect damages and can never exceed the consideration as set forth in the Quote payable by Customer as agreed upon. Notwithstanding the foregoing, such limitation of liability shall not apply in case of fraud, gross negligence, or wilful misconduct by any Party.

ARTICLE 10 – INDEMNIFICATION

Customer shall indemnify and hold harmless VIB and VIB's directors, officers, employees, researchers, students and other representatives from and against any demands, actions, claim loss, costs or damages (including attorney's and expert's fees and costs) arising out of Customer's use of Results, confidential information or Materials, except if such claims or liabilities are the direct consequence of VIB's fraud, gross negligence or wilful misconduct.

ARTICLE 11 – PAYMENT

Except in the event particular payment schedules are indicated in the offer, Customer shall be invoiced for the services performed upon delivery of the results of the Services. Invoices are payable within thirty calendar days of the invoice date. All invoices that have not been settled by the due date will, as of right and without formal notice of default, moreover be increased with interest for late payment of 1% per month and an extra compensation of EUR 125.

Customer is responsible for and agrees to pay all applicable local, municipal, state and notional taxes, fees and assessments that may attach to the purchase.

ARTICLE 12 – FORCE MAJEURE

VIB shall not have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond VIB's reasonable control, provided that VIB shall promptly notify Customer in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

ARTICLE 13 – TERMINATION

VIB shall have the right to terminate the order without being liable for any damages, by notifying the Customer of VIB's intention by registered letter, in the event of non- performance by the Customer of any of his contractual undertakings. Such termination shall not release Customer from his obligations accrued prior to the date of termination.

ARTICLE 14 – GOVERNING LAW AND JURISDICTION

The purchase agreement existing as a result of transmitting the order to VIB is entered into and shall be construed and enforced in accordance with the laws of Belgium. Any action(s) that may arise out of this Quotation shall be exclusively brought before the Ghent commercial court.