

TERMS & CONDITIONS

1. **AGREEMENT AND ACCEPTANCE:** These Terms and Conditions govern the performance of Services (as defined below) and sale of Deliverables (as defined below) by Provider (as defined below) to Customer (as defined below). These Terms and Conditions, along with the Provider form to which these Terms and Conditions are incorporated by reference, constitute a binding contract between Customer and Provider and are referred to herein as the "Agreement." The terms and conditions for the performance of Services and sale of Deliverables are limited to those contained in this Agreement and any additional or different terms or conditions in any form delivered by Customer (including any Customer-provided purchase order) are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. By engaging Provider to perform Services and provide Deliverables, Customer agrees to be bound by and accepts these Terms and Conditions unless Customer and Provider have entered into a separate services agreement, in which case the services agreement will govern over these Terms and Conditions. To the extent these Terms and Conditions conflict with the terms of the applicable Provider form, these Terms and Conditions will govern, except to the extent that the Provider form expressly and specifically states an intent to supersede these Terms and Conditions on a specific matter.

For purposes of this Agreement, any documentation, report, compound, material, product, process or other deliverable generated in the performance of Services that is specific and exclusive to, and has been specifically derived from, Customer's Confidential Information (as defined below), and is required to be provided to Customer as set forth in the Provider form to which these Terms and Conditions are incorporated by reference will be referred to as a "Deliverable" or "Deliverables" and Provider's performance of any analytical services set forth in the Provider form to which these Terms and Conditions are incorporated by reference, will be generally referred to as "Services." For purposes of this Agreement, "Provider" refers to Curia Global, Inc. and/or any of its direct or indirect subsidiaries who are performing Services and providing Deliverables hereunder, and "Customer" refers to the entity contracting for such Services and Deliverables.

2. **PERFORMANCE OF SERVICES:** (I) Customer acknowledges and agrees that the Services are of an experimental nature, and specific results are unable to be guaranteed. Unless otherwise agreed to by the parties in writing, the Services have been neither validated by nor formally transferred to Provider and therefore are not suitable for use where regulations require validated methods. Any Deliverables produced hereunder are intended for research purposes only and not suitable for human consumption. (II) Customer is obligated to pay for, and Provider will have no liability for, the Services even if the Services do not conform to the terms set forth in the Provider form, unless and to the extent Provider performs the Services in a grossly negligent manner. In the event Provider performs the Services in a grossly negligent manner, Provider will have, in its sole discretion and as Customer's sole and exclusive remedy for such nonconformance, the right to either re-perform the relevant Services at no further cost to Customer or to refund/credit to Customer the amount paid by Customer for such Services. (III) Unless expressly provided to the contrary in the applicable Provider form, Customer may not cancel or reschedule any Service without Provider's prior approval. If, upon Provider's prior approval, Customer cancels or reschedules any Service for any reason, then Customer will, in addition to paying Provider for all Services performed up to and including the date on which Provider receives notice of such cancellation or rescheduling ("Notice"), also pay to Provider 100% of the fees for all Services having a scheduled start date within thirty (30) days after the date of Provider's receipt of the Notice ("Pending Services"). For the avoidance of doubt, Customer shall not be obligated to pay fees for Pending Services in the event Customer terminates the Agreement in accordance with Section 13 due to Provider's insolvency or material breach. (IV) Provider's standard quality practices will govern the performance of Services unless the parties have entered into a specific quality agreement, in which case the quality agreement will apply. In the event of a conflict between the terms of this Agreement and an applicable quality agreement, the terms of this Agreement will govern, except to the extent that such term relates to compliance with cGMP requirements and/or applicable regulatory laws and regulations, in which case the quality agreement's term will govern. (V) Prior to submitting any regulatory filing, application or amendment or any other correspondence to a regulatory authority relating to the Services and/or Deliverables, Customer shall make available to Provider the Provider References in all such proposed submissions for Provider's review and approval. Customer shall incorporate all changes provided by Provider which correct for factual inaccuracies in the Provider References and Customer further agrees to indemnify Provider for any costs, expenses or damages resulting from any inaccuracies in such Provider References; provided that Customer shall not be responsible for any costs, expenses or damages resulting from an inaccuracy in a Provider Reference which Provider reviewed and approved. As used herein, "Provider References" means those sections of regulatory filings, applications, amendments or correspondences that reference Provider's systems, documentation, facilities or capabilities.
3. **DELIVERY:** Title to and risk of loss of each tangible Deliverable will transfer from Provider to Customer upon delivery of the Deliverable EXW Provider's facility (Incoterms 2020) ("Delivery").
4. **PRICING; PAYMENT:** The pricing set forth in this Agreement applies only to the Services and Deliverables expressly identified herein. Any increase or change to the scope of these Services or Deliverables, including, without limitation, analytical testing beyond regulatory requirements, technology transfer to third parties, regulatory consulting and support, re-drafting/re-formatting of reports, and out-of-specifications investigations, will require a price change and must be memorialized in a written change order executed by both parties. Customer will pay to Provider the price for the Services and Deliverables as set forth in the Provider form to which these Terms and Conditions are incorporated by reference. Provider will invoice Customer (I) for Services, as such work is completed, and (II) for Deliverables, upon Delivery thereof. Customer will pay all undisputed invoices in full, or the portion of any invoice not in dispute, within thirty (30) days of the date of such invoice. In the event payment is not received by Provider within five (5) days after the due date for such payment, then such unpaid amount will accrue interest at the rate of one percent (1%) per month (or the maximum amount allowed by applicable law if less than 1% per month) compounded monthly until paid in full. Any taxes, duties, tariffs, or other fees applicable to the sale, export or import of Customer Materials (as defined below) or Deliverables or otherwise related to the performance of Services under this Agreement (other than taxes based upon Provider's income) will be borne solely by Customer, and Customer will reimburse Provider for any such taxes, duties, tariffs or other fees paid by Provider.

5. **CONFIDENTIAL INFORMATION:** The terms of this Section 5 will govern each party's confidentiality obligations unless the parties have entered into a specific confidentiality agreement, in which case the confidentiality agreement will apply. Each party ("receiving party") agrees that they will not disclose the confidential or proprietary information (collectively, "Confidential Information") of the other party ("disclosing party") to any third party without the prior written consent of the disclosing party except as required by law, regulation or court or administrative order; provided that prior to making any such legally required disclosure, the receiving party will give the disclosing party as much prior notice of the requirement for and contents of such disclosure as is practicable under the circumstances. Notwithstanding the foregoing, receiving party may disclose the disclosing party's Confidential Information to any of its employees, representatives or affiliates under this Agreement that need to know such Confidential Information for the purpose of performing under this Agreement, and agree to be bound by written confidentiality obligations no less stringent than those set forth in this Agreement. Receiving party agrees that it will not use disclosing party's Confidential Information except for the purposes of fulfilling its obligations under this Agreement. The obligations of confidentiality and non-use under this Agreement will not apply to Confidential Information that (I) is or becomes generally available to the public or within the industry to which such information relates other than as a result of a breach of this Agreement, (II) is already known by the receiving party at the time of disclosure as evidenced by the receiving party's written records, (III) becomes available to the receiving party on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis, or (IV) was or is independently developed by or for the receiving party without use of the disclosing party's Confidential Information. Upon termination of this Agreement, the receiving party will, upon request, promptly return all Confidential Information including any copies thereof, and cease its use or, promptly destroy the same and certify such destruction to the disclosing party; except for a single copy thereof, which may be retained for the sole purpose of determining the scope of such party's confidentiality and non-use obligations. The obligations of this Section 5 will terminate five (5) years from the expiration or termination of this Agreement.
6. **CUSTOMER MATERIALS; INTELLECTUAL PROPERTY:** Customer will at all times retain title and risk of loss to any and all products, materials and processes supplied by or on behalf of Customer to Provider in connection with this Agreement ("Customer Materials"). If Customer Materials are required for the performance of Services, Customer will deliver such Customer Materials DDP Provider's facility (Incoterms 2020) within thirty (30) days from the parties' execution of the applicable Provider form unless otherwise agreed to by the parties in writing. Failure to deliver Customer Materials in accordance with the preceding sentence will result in a cancellation/rescheduling of the applicable Services and application of cancellation/rescheduling fees in accordance with clause (III) of Section 2 above. Each party will retain all right and title to the intellectual property owned or licensed by such party prior to the commencement of Services or developed by such party independently from this Agreement ("Background IP"). Provided Customer satisfies in full its payment obligations under this Agreement, all Deliverables will be the sole and exclusive property of Customer. For the avoidance of doubt, all Provider IP (as defined below) will remain the sole and exclusive property of Provider, and Customer does not acquire any license or other right to the Provider IP except to the extent necessary for the limited purpose of using Deliverables. "Provider IP" means Provider's Background IP and all improvements thereto made during the course of performing Services that are of general applicability to Provider's service offerings as a contract research, development and manufacturing organization and do not incorporate or utilize Customer's Confidential Information.
7. **WARRANTIES; DISCLAIMERS:** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES OR FITNESS FOR A PARTICULAR PURPOSE.
8. **LIMITATION OF LIABILITY:** EXCEPT WITH RESPECT TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR INCIDENTAL DAMAGES OF THE OTHER PARTY OR ITS RELATED INDEMNIFIED PARTIES, INCLUDING ANY LOST PROFITS OR ANY LOST REVENUES RELATING TO THE PERFORMANCE OF THIS AGREEMENT WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE. THE FOREGOING WAIVER SHALL IN NO EVENT LIMIT EITHER PARTY'S INDEMNITY OBLIGATIONS HEREUNDER. EXCEPT WITH RESPECT TO PROVIDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO PROVIDER FOR THE SERVICE OR DELIVERABLE AT ISSUE AND GIVING RISE TO SUCH LIABILITIES, CLAIMS OR OBLIGATIONS.
9. **INDEMNIFICATION:** Customer shall indemnify, defend and hold harmless Provider and its affiliates and their respective directors, officers, and employees from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any suit, demand, claim or action by a third party ("Losses") to the extent arising out of (i) the marketing, sale, distribution, further development of or use of the Services and/or Deliverables, including, but not limited to, use in human subjects, or any side effects, contraindications, illness and/or death resulting from use of the Services and/or Deliverables (whether based on strict liability, inherent design defect, negligence, failure to warn, breach of contracts or any other theory of liability); (ii) infringement of third party intellectual property by Customer's intellectual property, Customer Materials, the Services or Deliverables; or (iii) Customer's gross negligence or willful misconduct, except, in each case, to the extent of the amount of any Losses resulting from claims for which Provider is obligated to indemnify Customer. Provider shall indemnify, defend and hold harmless Provider and its directors, officers, and employees from and against any and all Losses to the extent arising out of Provider's gross negligence or willful misconduct, except to the extent of the amount of any Losses resulting from claims for which Customer is obligated to indemnify Provider.
10. **LITIGATION SUPPORT:** In the event a subpoena or other court order requiring personal appearance or production of documents is received by Provider in respect of litigation that Customer is involved in and to which Provider is not a party, Customer agrees that Provider shall obtain its own counsel and Customer agrees to indemnify Provider from and against any and all costs and expenses (including reasonable legal fees and

expenses) reasonably relating to responding to such subpoena and any required internal investigations. In the event Customer requests Provider's assistance in any litigation that Customer is involved in and to which Provider is not a party (which assistance may include, without limitation, production of documents), Customer will pay Provider for any agreed-to assistance at Provider's then-current rates as determined based on timing of the request, resource demand, and any business disruption that may be caused by such request.

11. **INSURANCE:** Each party will maintain at its own expense appropriate product and commercial liability insurance with respect to the conduct and performance of the work under this Agreement and use or sale of the Deliverables, as each party customarily maintains with respect to similar activities.
12. **SUCCESSORS AND ASSIGNS:** This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except that either party may, without the other party's consent, assign this Agreement to an affiliate, in connection with an internal reorganization, or in connection with the acquisition (whether by merger, consolidation, sale or otherwise) of such party's entire issued shareholding or the whole or part of such party's business to which this Agreement relates.
13. **TERMINATION:** Either party may terminate this Agreement (I) effective upon thirty (30) days prior written notice to the other party if the other party commits a material breach of this Agreement and fails to cure such breach by the end of such thirty (30) day period; or (II) effective upon written notice to the other party if the other party becomes insolvent or admits in writing its inability to pay its debts as they become due, files a petition for bankruptcy, makes an assignment for the benefit of its creditors or has a receiver, trustee or other court officer appointed for its properties or assets. Notwithstanding the foregoing, Provider may terminate this Agreement immediately upon written notice to Customer if, in Provider's reasonable judgment, the performance of this Agreement would pose a material conflict with Provider's provision of similar or identical services to another customer.
14. **EFFECT OF TERMINATION:** In the event of any termination or expiration of this Agreement, Customer shall pay Provider for completed Services and/or Deliverables (whether or not yet delivered), any applicable cancellation fees, and any other actual costs and expenses actually incurred by Provider. Provider shall, at Customer's election, either dispose of or ship to Customer all Customer Materials and Deliverables in Provider's possession and Customer shall pay for all costs associated therewith.
15. **WAIVER; SEVERABILITY:** Failure by a party to insist upon strict compliance with any terms of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist upon strict compliance with respect to any subsequent failure. If any term of this Agreement is declared invalid or unenforceable by a court or other body of competent jurisdiction, the remaining terms of this Agreement will continue in full force and effect.
16. **BRIBERY AND CORRUPT PRACTICES:** Both parties are committed to complying with all applicable anti-corruption laws, regulations and policies worldwide and expect their customers, suppliers and business partners to comply with all such laws that prohibit the making, offering or promise of any payment of anything of value, directly or indirectly, to a government official or a government agency ("Officials"), when the payment is intended to influence an act or decision or the retention of business. Accordingly, each party represents, warrants and covenants that it shall comply with all applicable anti-corruption laws, rules and regulations, including but not limited to the United States Foreign Corrupt Practices Act and the UK Bribery Act, and that it shall not make any payment of money, gifts, services or anything of value either directly or indirectly, to an Official, when the payment is intended to influence an act or decision or the retention of business or otherwise gain an improper business advantage.
17. **PERSONAL DATA PROTECTION:** Each party acknowledges and agrees, and hereby expressly consents, as follows: (I) in the performance of this Agreement, and the delivery of any documentation hereunder, Personal Data (as defined below) may be generated, disclosed to a party to this Agreement, and may be incorporated into files processed by either party or by the affiliates of either party; (II) Personal Data will be stored as long as such data is necessary for the performance of this Agreement, as well as for maintaining historical records; (III) it represents and warrants that it has all legal right and authority to disclose any Personal Data of any third party it discloses to the other party to this Agreement, and that it has obtained the necessary consents from the relevant third party data subjects to so disclose such Personal Data; (IV) it has been informed of the existence of its right to request access to, removal of or restriction on the processing of its Personal Data, as well as to withdraw consent at any time; and (V) it acknowledges its right to file a complaint with the Personal Data supervisory authority in the relevant jurisdiction. As used herein, "Personal Data" shall be as defined in Article 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) or any other applicable data protection legislation.
18. **SANCTIONS, TRADE CONTROLS AND ANTI-MONEY LAUNDERING COMPLIANCE:** Each party represents and warrants that (i) neither it nor any of its affiliates, officers, directors or employees involved in the execution of this contract (including those participating in negotiations, meetings or acting as signatories of contractual documents), is: (a) a person or entity that appears on the Specially Designated Nationals and Blocked Persons List, the Sectoral Sanctions List or the Foreign Sanctions Evaders List maintained by the U.S. Treasury Department's Office of Foreign Assets and Control ("OFAC") or any other blocked, restricted, sanctioned or denied parties list maintained by the U.S. government (including any department thereof) or any other government having jurisdiction over the transaction between the parties or (b) a person or entity with whom a U.S. person (as defined by the laws and regulations administered by OFAC, 31 C.F.R. Parts 500-598 (the "OFAC Regulations")) or a person subject to the jurisdiction of the United States (as defined by the OFAC Regulations) is otherwise prohibited from dealing with under the OFAC Regulations (a "Sanctions Target"); (ii) it is not, directly or indirectly, 50% or more owned in the aggregate by one or more Sanctions Target(s) or controlled by, or under common control with, or acting for the benefit of or on behalf of, any Sanctions Target; and (iii) it is in compliance with all applicable U.S. and global anti-money laundering laws and regulations, and the financial

transactions and/or financial institutions involved in the transaction with the other party, were, and is and will be, at all times, in full compliance with any special designations, rules or proposed rules promulgated pursuant to Section 311 of the USA Patriot Act. Further, Customer represents and warrants that Customer will not export or re-export any goods, technology or software in any manner in connection with the transaction with Provider that violates any applicable national or international export control law, executive order, regulation, rule or sanction, including, but not limited to, the OFAC Regulations, the United States Export Administration Regulations, 15 C.F.R. Parts 730-774, the International Traffic in Arms Regulations, 22 C.F.R. Part 120 et seq., the Export Administration Act, the International Emergency Economic Powers Act, the Trading with the Enemy Act, the Iran Sanctions Act, the Comprehensive Iran Sanctions, Accountability, and Divestment Act, the Trade Sanctions Reform and Export Enhancement Act of 2000 or any OFAC sanctions program; specifically, Customer certifies that Customer and its owners are not "Military End-Users" as such terms are defined in relevant regulations, and the Deliverables purchased from Provider are not intended for, and will not be diverted to, any military use, and will not be further transferred or re-exported to a military end-user. Either party shall be entitled to terminate the Agreement or stop or withhold performance (including Delivery) hereunder, without any liability whatsoever, in the event of any breach of the statements, representations and warranties contained hereinabove by the other party, and if it would, in such party's reasonable opinion, violate any applicable sanctions or trade control or anti-money laundering laws.

19. FORCE MAJEURE: Neither party shall be liable in damages for, nor shall this Agreement be terminable or cancelable by reason of, any delay or default in such party's performance hereunder if such default or delay is caused by events beyond such party's reasonable control including, but not limited to, acts of God, regulation or law or other action or failure to act of any government or agency thereof, war or insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances, epidemic, or failure of suppliers, public utilities or common carriers; provided however, that the party seeking relief hereunder shall immediately notify the other party of such cause(s) beyond such party's reasonable control.
20. GOVERNING LAW; ARBITRATION: This Agreement shall be governed by and construed under the laws of the State of New York, without regard to its principles of conflicts of law; provided that if a court or arbitral tribunal of competent jurisdiction that is presiding over a dispute arising from or related to this Agreement rejects said choice of law, then this Agreement shall be governed by, interpreted and construed in accordance with the laws of the jurisdiction where Provider is incorporated or formed, without regard to its principles of conflicts of law. All disputes arising from or related to this Agreement shall be submitted to arbitration in Albany, New York, (or at a location agreed to by the parties) under the Commercial Arbitration Rules then prevailing of the American Arbitration Association (if Provider is incorporated or formed within the United States) or in London, United Kingdom (or at a location agreed to by the parties) under the then prevailing Rules of Arbitration of the London Court of International Arbitration (LCIA) (if Provider is incorporated or formed outside of the United States). Judgment may be entered on any award in a court of competent jurisdiction.