

CERBA RESEARCH GROUP GENERAL TERMS AND CONDITIONS OF PURCHASE

These general terms and conditions of purchase (hereinafter referred to as the "**General Terms and Conditions**") are applicable to any order of products, equipment and/or services placed by an entity member of the Cerba Research Group (hereinafter referred to as the "**Entity**") with yourself (hereinafter referred to as the "**Supplier**") and leading to the issue of a Purchase Order (as defined below).

Any acceptance of an order by the Supplier implies acceptance of these General Terms and Conditions without reservation. No special or exceptional conditions or terms will prevail over the General Terms and Conditions, nor will be enforceable on the Entity, unless it has been expressly accepted in writing by the Entity.

ARTICLE 1 – DEFINITIONS

"**Purchase Order**": refers to the purchase order issued to the Supplier by the Entity and which notably sets out the Products, Equipment or Services that the Entity wishes to purchase or lease from the Supplier.

"**Agreement**": refers to the agreement signed between the Entity and the Supplier upon expiry of a period of two (2) business days as indicated under article 2.4 hereunder. The Agreement consists of (i) the Purchase Order; (ii) the Terms and Conditions as well as, where applicable, (iii) any specification or instruction issued to the Supplier by the Entity in the framework of negotiation or execution of the Agreement.

"**Equipment**": refers to any material, equipment or peripheral device, sold or leased by the Supplier and which is intended to be used by the Entity and which it has been ordered from the Supplier. The Entity shall indicate in the Purchase Order whether it wishes to purchase or lease the Equipment.

"**Cerba Research Group**": refers to all legal entities forming Cerba HealthCare Group, and notably:

- all economic interest groups and non-trading private companies which Cerba Research Group companies have incorporated or of which they are members.

For the purposes hereof, the term "control" shall mean (i) the ownership, direct or indirect control of at least fifty percent (50%) of the voting stock of the other entity, or in the absence of the ownership of at least fifty percent (50%) (ii) the power to, directly or indirectly, direct or cause the direction of the management and policies of such entity, as applicable.

"**Product**": refers to any product, supply, reagent, consumable, etc. sold by the Supplier and which is intended to be consumed by the Entity that purchases the such from the Supplier.

"**Service**": refers to any service rendered by the Supplier and which the Entity purchases from the Supplier.

ARTICLE 2 – PURCHASE ORDER

2.1. The Entity issues all orders for Product(s), Equipment and/or Service(s) by way of a Purchase Order. Consequently, only an order placed in writing will be binding on the Entity.

2.2. Under no circumstances whatsoever does placement of an order by the Entity imply acceptance by the latter of any unilateral document of the Supplier and notably its general terms and conditions of sale.

2.3. The Purchase Order is drawn up by the Entity. Any amendment to the Entity's Purchase Order made by the Supplier must be expressly agreed in writing by the Entity in order to be enforceable.

2.4. The Supplier shall within two (2) business days upon receipt of a Purchase Order acknowledge receipt and accept the order. Failing this, the Supplier will be deemed to have accepted the Purchase Order. The Supplier may only refuse a Purchase Order for objective reasons which should be justified to the Entity.

The Entity may, during this period of two (2) business days, cancel its order by notifying the Supplier by all possible means. No indemnification or liability shall be due to Supplier by the Entity in such an instance.

2.5. Notwithstanding the preceding, the Entity may, after expiry of this period of two (2) business days as set out above, and in all instances before the Products, Equipment or Services have been delivered or performed, request an amendment to the Purchase Order from the Supplier. In such an instance, if the Supplier accepts the amendment requested and if the financial consequences of this amendment are accepted by the Entity, the Parties shall enter into an addendum to the Purchase Order.

ARTICLE 3 – DELIVERY OF PRODUCTS, AND EQUIPMENT

3.1. Delivery conditions applicable to the purchase of Products

3.1.1. "**Delivery**" means the provision of the Product(s) to the Entity at the point of delivery whose address is set out in the Purchase Order by Entity. Delivery is deemed to have taken place when all of the merchandise has been unloaded, with unloading being the responsibility of the Supplier..

3.1.2. Notwithstanding anything to the contrary in the Purchase Order, the choice of shipper and the organisation of the shipment is undertaken exclusively by the Supplier, at its own cost and under its own liability.

3.1.3. The Supplier hereby undertakes to deliver the Products as of the date set out in the Purchase Order.

Consequently, except in the event of force majeure events, any delay to delivery in relation to the scheduled delivery date set out in the Purchase Order will lead to application of the following penalties:

- any delay in excess of one (1) business day will lead to payment by the Supplier of a penalty of 1% of the total amount in euros exclusive of tax of the order concerned and per business day of delay, and;
- any delay in excess of five (5) business days also allows the Entity to purely and simply cancel its order and without owing any indemnification to the Supplier.

The above mentioned penalties are due in full for any partial day.

3.1.4. Upon receipt of the Products, the Entity shall check for apparent defects (quality and quantity) to the Products delivered, and as set out in the Purchase Order.

In the event of an apparent defect to the Products delivered, the Entity should express clear, precise and full reservations on the consignment note and confirm these reservations with the Supplier in an email.

3.1.5. The Entity shall within a period of thirty (30) business days following delivery identify any non-compliance (other than apparent defects) of the Products delivered.

In the event where non-compliances are identified, the Entity shall immediately inform the Supplier by email. This email shall be deemed to be a formal claim made by the Entity in relation to the order concerned.

3.1.6. The Supplier hereby undertakes to handle all claims made by the Entity pursuant to the provisions set forth under articles 3.1.4. and 3.1.5. above within a period of ten (10) calendar days following the date of receipt.

It is hereby agreed that non-compliant Products shall be collected by the Supplier at its own cost. Any missing or non-compliant Products shall be re-delivered within a period which in all instances may not exceed three (3) business days as of the following dates, whichever moment is earlier, (i) the date of processing of the Purchase Order by the Supplier; or (ii) expiry of the aforementioned period of ten (10) calendar days. Beyond this period, the penalties set out under Article 3.1.3. will apply automatically.

3.2. Delivery conditions applicable to the purchase or lease of Equipment

3.2.1. The Supplier organises, at its own cost and under its own liability, delivery (including shipping and unloading), installation and start-up of the Equipment on the address set out in the Purchase Order by Entity.

The date of delivery and installation of the Equipment shall be the date set out in the Purchase Order. In the event the Purchase Order does not reflect any such date, a date shall be agreed by mutual consent between the Supplier and Entity.

3.2.2. Prior to installation of the Equipment by the Supplier, and if necessary in light of the specificities of the Equipment, the latter undertakes to organize a pre-installation visit to the Entity's premises so as to analyse and assess the requirements and restrictions of these premises. The date of this visit is determined by mutual consent between the Supplier and the Entity. The report

of this visit including Supplier recommendations is provided without undue delay and in any event within five (5) business days, to the Entity.

3.2.3. The Equipment is deemed to be delivered once the Entity acknowledges receipt. Delivery is acknowledged by signature of a delivery note.

3.2.4. Once the Equipment is delivered, the Supplier then undertakes installation: this receipt is acknowledged by signature of a report certifying start-up and proper operation of each item of Equipment, drafted in the presence of all Parties and signed by a Supplier and Entity representative. A copy of this report is provided to the Entity in all instances.

3.2.5. At the time of installation, the Supplier:

- provides the Entity with all necessary documents for proper start-up and operation of the Equipment;
- notifies a duly authorised representative of the Entity all technical pre-requisites required for optimal operation of the Equipment. These technical pre-requisites must also be provided to the Entity in writing for them to apply.

3.2.6. The Supplier hereby undertakes to deliver and install the Equipment on the date set out in the Purchase Order.

Consequently, except in the event of force majeure events, any delay to delivery or installation in relation to the scheduled delivery date set out in the Purchase Order will lead to application of the following penalties:

- any delay in excess of one (1) business day will lead to payment by the Supplier of a penalty of 1% of the total amount in euros exclusive of tax of the order concerned and per business day of delay of the delivery or installation, and;
- any delay in delivery or installation in excess of five (5) business days also allows the Entity to purely and simply cancel its order and without owing any indemnification to the Supplier.

The above mentioned penalties are due in full for any partial day.

3.2.7. In the event of lease of Equipment, the Supplier undertakes to provide the Equipment to the Entity for the duration set out in the Purchase Order or lease agreement.

ARTICLE 4 – TRANSFER OF RISKS AND OWNERSHIP

4.1. Transfer of risks and ownership of the Products

The transfer of risks and ownership of the Products occurs at the time of delivery as defined under article 3.1.1 hereinabove.

Consequently, the Supplier expressly relinquishes any ownership retention or title thereto.

4.2. Transfer of risks and ownership of the Equipment

4.2.1. For Equipment purchased:

The transfer of risks and ownership of Equipment purchased by the Entity occurs at the same time as signature of the start-up and operation report for the Equipment as set out under article 3.2.4 hereinabove. Any ownership retention or title retention of the Supplier will be deemed not to be enforceable on the Entity.

4.2.2. For leased Equipment:

The Entity remains custodian and responsible guardian of the leased Equipment, from the date of signature of the start-up and operation report of the Equipment as set forth under article 3.2.4.

It undertakes to return the Equipment upon expiry of the term of lease for which provision is made in the Purchase Order or as otherwise agreed in writing between the Parties, for whatever reason, in the condition in which the Equipment is received, except for any deterioration caused by normal use. If the Equipment requires decontamination upon expiry of the term of lease, the Supplier will be responsible for this.

ARTICLE 5 – PROVISION OF SERVICES

5.1. The Supplier hereby undertakes to provide all Services set out in the Purchase Order pursuant i) to instructions issued by the Entity outlined in the Purchase Order or sent by the Entity in any other manner, ii) to the strictest rules and customs of the trade iii) in all instances, the applicable regulations and the provisions set forth under article 18.1.

5.2. The Supplier hereby undertakes to perform the Services under optimal security conditions using duly authorised and competent members of staff.

5.3. For all Services performed on the premises of the Entity, the Supplier undertakes to ensure full adherence and cooperation by its staff of all security obligations notified to it, and the internal procedures in force.

5.4. The Supplier is responsible for administrative management, accounting and social management and supervision of the staff members assigned to the Services. In all instances, the Supplier retains powers for decision-making, discipline, management, supervision, and control of employees assigned to the Services and who in all instances remain under its own hierarchical authority.

5.5. The Entity will become owner of any document and/or deliverable issued by the Supplier in the framework of the Services as produced.

5.6 The Supplier hereby undertakes to deliver the Services as of the date set out in the Purchase Order.

Consequently, except in the event of force majeure events, any delay to delivery in relation to the scheduled delivery date set out in the Purchase Order will lead to application of the following penalties:

- any delay in excess of one (1) business day will lead to payment by the Supplier of a penalty of 1% of the total amount in euros exclusive of tax of the order concerned and per business day of delay, and;

- any delay in excess of five (5) business days also allows the Entity to purely and simply cancel its order and without owing any indemnification to the Supplier.

The above mentioned penalties are due in full for any partial day.

ARTICLE 6 – FINANCIAL TERMS AND CONDITIONS – BILLING – PAYMENT TERMS

6.1. Financial terms and conditions

6.1.1. The Products, Equipment and Services are billed at the prices as set out in the Purchase Order.

Unless otherwise agreed to by the Entity, the prices set out in the Purchase Order are fixed and non-adjustable for the Products, Equipment and Services concerned.

6.1.2. Unless otherwise agreed to by the Entity and Supplier, prices are in euros.

6.1.3. Prices include all fees necessary for execution of the Services set out in the Purchase Order (including in particular packaging and shipping of Products and Equipment) and all taxes except VAT. VAT is applicable pursuant to regulations in force.

6.1.4. It is expressly agreed between the Entity and Supplier that the price set out in the Purchase Order includes all transfers and/or assignments of intellectual property rights necessary for the Entity to be able to optimally use the purchased item, and such being in line with the terms and conditions set forth under article 9 of the Terms and Conditions.

6.2. Billing conditions

6.2.1. The terms and conditions for billing of Products, Equipment and Services are set forth in the relevant Purchase Order.

6.2.2. The Supplier undertakes to issue invoices which comply in all aspects with applicable laws and regulations, and the terms and conditions in the Purchase Order. Invoices must indicate the corresponding Purchase Order number issued by the Entity.

6.3. Payment terms

6.3.1. The Entity hereby undertakes to pay all undisputed invoices in compliance with the payment terms and conditions set out in the Purchase Order and these General Terms and Conditions.

6.3.2. In the event of any late payment, the Entity will be liable for late payment penalties calculated on the basis of a rate of three (3) times the legal interest rate in force in the applicable jurisdiction as at the date of invoice or, if local

regulations make provision for a higher minimum penalty, at the minimum rate imposed by local regulations. The Entity will also be liable for payment of a fixed-rate compensation amount of forty (40) euros for recovery costs.

6.3.3. Any deposit paid to the Supplier by the Entity may only be definitively retained by the Supplier following satisfactory execution of all obligations by Supplier set forth in the Purchase Order.

6.3.4. Payment of a Supplier invoice by an Entity does not imply any acknowledgement by the Entity of the compliance of the Services, Equipment or Products or any waiver of any remedies it may have hereunder or applicable laws and regulations.

ARTICLE 7 – SUSPENSION OF AN ORDER

The Entity hereby reserves the right to suspend, at any time, the performance in whole or in part of any order of Services or successive or staggered deliveries of Products and/or Equipment for a reasonable period in consideration of the term of the Agreement. This suspension will be effective as of the date of a written notice that shall be sent to the Supplier by the Entity to that end, unless otherwise set out by the Entity.

In such event, the Supplier undertakes to immediately suspend the performance of the corresponding Purchase Order and to take all necessary measures to limit the consequences. The Supplier will resume the performance of its obligations scheduled in the Purchase Order upon receipt of a written request to do so issued by the Entity; the contractual deadlines for the performance will be extended for as long as the period of suspension.

The Entity will pay the Supplier, on the basis of a valid invoice, all direct, reasonable and justified costs which the latter will have borne during the period of suspension and which are the direct consequence thereof. The Entity will not bear any costs in as the event where the suspension results, in whole or in part, from a fault of the Supplier.

ARTICLE 8 – GUARANTEES AND LIABILITY

8.1. Guarantees

The Supplier hereby guarantees to the Entity:

- that it holds, where necessary, all authorisations required for (i) sale or lease of the Products and/or Equipment to the Entity or (ii) execution of the Services for the Entity;
- concerning, more particularly, the purchase of Products and/or Equipment or the lease of Equipment:
 - that the Products and Equipment, their manufacture, packaging, conditions of storage, shipping and delivery strictly comply with the specifications or any other instruction issued by the Entity, as well as regulations, whether national or European, applicable to the Products and Equipment;
 - that the Products and/or Equipment do not have any security defect. Consequently, the Supplier

guarantees that the Products and Equipment are manufactured, packaged and shipped in an environment not likely to affect the quality of the Products and Equipment, and in conditions which comply with the strictest professional practices and which guarantee their security;

- that the Products and/or Equipment are delivered in proper working order;
- that the Products and/or Equipment are free of any defect likely to affect, in whole or in part, their proper use and/or make them unfit for their intended use. Concerning the Products and/or Equipment sold, this guarantee is valid for the legal term of the guarantee for hidden defects as set out under applicable law;
- that the Products, Equipment, the manufacture, sale or lease neither infringe nor breach any third-party intellectual or industrial property rights, trade secrets, confidentiality of protected information, or non-disclosure obligations;
- that it is able to guarantee the upstream and downstream traceability of batches of Products, to the point of delivery;
- that it is able to identify any supplier of raw materials used in manufacture of the Products or Equipment. Consequently, the Supplier guarantees for a period of five (5) years, the availability of systems and procedures which will allow for the provision of information to the Entity at any time, on request;
- that it holds all intellectual and industrial property rights which allow it to execute the Purchase Order and/or Agreement, notably in the event where they are the object of any transfer or assignment to the Entity by virtue of the Purchase Order or Agreement. This guarantee shall survive the expiry of the Purchase Order and will be effective for the term of legal protection of rights transferred or assigned;
- that it acts, in its relations with the Entity, as a loyal commercial partner acting in good faith, and notably, notifies the Entity immediately of any dispute or difficulty which it may encounter in execution of its obligations;
- that its employees, staff members and/or representatives who, for the purposes of execution of its obligations visit the premises of the Entity, read and adhere to all security protocols and other internal rules governing access to the Entity's premises.

Concerning the purchase of Products and/or Equipment or the lease of Equipment, in the event of default in respect of any of the guarantees set forth under this article, the Entity may request immediate replacement at no cost of the Products or Equipment concerned or the remedy of any defect. In an emergency or where the Supplier is unable to comply with reasonable requests made by the Entity, the Entity may remedy the defect and/or damage itself at the cost of the Supplier.

The provisions of this article are applicable without prejudice to other rights of the Entity resulting from defects or non-compliance of the Products or Equipment or default in respect of a guarantee appearing in this article.

Any inspection of the Products by the Entity before or after delivery does not affect the rights of the Entity to subsequently refuse any Products which are defective or non-compliant, or to take certain legal action.

8.2. Liability

The Supplier indemnifies and holds harmless the Entity and any Cerba Research Group company:

- against any damages, costs, complaints, claims or expenses of any nature whatsoever, caused directly or indirectly i) by any defect, default or improper operation of the Products or Equipment or ii) by any breach by the Supplier (including its representatives, employees or any other person employed or recruited on a contract in the framework of execution of its obligations) of any of its guarantees or obligations pursuant to the Agreement, separately from any fault for which it may be responsible.
- against any appeal, claim or complaint made by a third party that is prejudiced by the Supplier, by any of its employees or by the Products or Equipment, and notably in the event of default in respect by the Supplier of specifications or other instructions issued by the Entity or any regulation in force, whether national or European.
- against any claim by a third party pursuant to which the use, possession, operation, sale or lease of Products or Equipment supplied to the Entity by the Supplier infringes the intellectual property rights of said third party. Indemnification notably includes all expenses, costs and fees, including legal fees, borne by the Entity or by any Cerba Research Group entity for dealing with the third-party claim.
- against any claim or legal action taken by a third party for counterfeit, unfair competition or unfair competition which call into question the documents or deliverables, in whole or in part, delivered to the Entity in the framework of execution of the Purchase Order or Agreement. At the request of the Entity, the Supplier hereby undertakes to intervene in any legal action which may be lodged by a third party against the Entity and to accept all consequences, including consequences of a financial nature. Without prejudice to the rights of the Entity and/or actions which it may have taken or may take in the event of prohibition on use or operation, the Supplier will strive, at its choice and cost, either to obtain for the Entity the right to continue use and operation of the element being contested, or to replace this with an equivalent element which is not subject to such disputes, or to modify this so as to avoid any dispute and without prejudice to all rights and actions of the Entity.

ARTICLE 9 – INTELLECTUAL AND INDUSTRIAL PROPERTY

9.1. Any reproduction or use by the Supplier on its own behalf or that of a third party of the distinctive signs of the Entity or any Cerba Research Group entity is strictly prohibited, without the express written consent of the Entity.

Notably, the Supplier is not granted any right to use the name and/or trademarks, logo and/or any other distinctive sign of the Entity, even as a commercial reference, without the prior written consent of the Entity.

9.2. These General Terms and Conditions explicitly do not lead to any assignment or concession of intellectual and/or industrial property rights nor the transfer of any technology or expertise of the Entity to the Supplier; the latter shall refrain from operating and/or depositing and/or registering any right or title of intellectual property (i) pertaining to any element or information or knowledge that the Entity may make available to it or (ii) which it has specifically created or invented in the framework of or during execution of a Purchase Order or Agreement.

The Supplier shall refrain from using, issuing or selling, directly or indirectly and in any manner whatsoever, the expertise of the Entity and/or of clients, subcontractors, partners and suppliers of the Entity, of which the Entity becomes aware in the framework of execution of a Purchase Order or Agreement.

9.3. Subject to due performance by the Entity of its payment obligations, the Supplier transfers on an exclusive basis to the Entity its copyright pertaining to results or creations, and more widely any document issued by the Supplier in the framework of execution of its obligations for which provision is made in the Purchase Order (hereinafter referred to as the "**Results**").

The Results include, but are not limited to, results of works and/or Services, information, deliverables, knowledge, inventions, expertise, software, databases, bundles, plans, documents, photographs, videos, designs, templates, names, domain names, brands, logos, colours, graphics or other signs, models, prototypes, supplies, processes and methods, regardless of the nature and/or medium, whether or not protected by an intellectual property title or right, resulting from execution of a Purchase Order or agreement by the Supplier.

It is expressly agreed between the Supplier and the Entity that this transfer is agreed for the most diverse purposes and is effective for the entire term of protection of copyright pursuant to applicable law and foreign legislation and current and future international conventions.

It is hereby agreed that those rights transferred may be used by the Entity in all languages, all countries, without limitation in type or number, individually or in association with other works, in all forms, by all processes, notably digital and/or analogue and for the most diverse of purposes.

Without these indications leading to any limitation over the rights assigned, the right of exploitation assigned includes the right of reproduction, representation and adaptation as defined hereunder:

- the right of reproduction and exploitation of the Results in whole or in part on any media including mechanical, magnetic and/or

electronic recording, including disc, magnetic tape, diskette, memory card, compact optical disc.

- the right of reproduction and exploitation of the Results in whole or in part on any graphic medium, particularly in the form of printouts, posters, displays, press insets, catalogues, brochures, photographs, promotional objects or games.
- the right of reproduction and exploitation of the Results in whole or in part by any means of communication to the public and in particular by public reading, exhibition, display, report, audiovisual representation, information video, sale or advertising purposes.
- The right to broadcast the Results in whole or in excerpts via radio, satellite, television broadcasting, but also by any means of telecommunications, whether online or not, which could be used to transmit the Results on internal company networks or on networks intended for the public such as the Internet, or any other method of transmission.
- the right to adapt, translate, digitise, compress, or expand the Results, in whole or in part, for any graphic, audio, visual, radio, electronic, magnetic use, and reproduce and/or represent these adaptations or secondary works on any medium for the most diverse purposes.

The Supplier guarantees the Entity the originality and enjoyment of use, in full and free of all impediment, of the rights assigned, transferred and conceded over the Results by the Purchase Order and these General Terms and Conditions, free of any impediment, encumbrances, liens, claims, and seizures whatsoever.

In particular, the Supplier declares that these Results do not contain any loans that may incur liability.

The Supplier undertakes to use its best endeavours to obtain from various suppliers with whom it may work in association for execution of the services outlined in the Purchase Order, all authorisations for exploitation required, or all assignments of their rights, in favour of the Entity, pursuant to the requirements expressed by the latter.

Concerning the personality rights of each individual, as well as rights related to copyright, the Supplier will use its best endeavours to obtain from the natural persons concerned for the Entity the authorisation to use their image or any elements of their personality, the assignment of rights of use, as defined in time, space and depending on the media, pursuant to the requirements set forth by the Entity and regulations respectively applicable.

The Supplier hereby undertakes to provide the Entity with all conventions, attestations or authorisations pertaining to the transfer and/or assignment of the aforementioned rights, so that the Entity can exploit these in respect of contractually agreed uses between the third parties concerned and the Supplier.

Upon expiry of the Agreement, the Entity will be personally responsible for negotiating, where necessary with the third parties, the necessary authorisations so as to continue exploitation of their creations, images and/or elements of their personality and for paying, under its own responsibility, all corresponding remuneration.

Where necessary, it is hereby set out that this assignment confers on the Entity the right to perform all legal actions and more generally undertake all necessary or useful formalities for exploitation, promotion, storage, protection and safeguarding of the intangible property rights defined above for which the Entity has become exclusive assignee.

9.4. As the event the execution of the Purchase Order leads to Results liable for industrial protection, only the Entity may deposit in its own name, on its own behalf and at its own cost, any application for industrial property rights over said Results. In this context, the Entity will be sole proprietor of patents, trademarks, designs, models or other intellectual property rights and titles which result from execution of the Purchase Order, whether the invention or creation was voluntary or not.

9.5. The compensation for assignment of intellectual property rights and/or the concession of intellectual property rights over the Results, any fees and licences pertaining to third party intellectual property rights required for execution of the Purchase Order and exploitation of the Results pursuant to the provisions set forth in the Purchase Order and these General Terms and Conditions, as well as remuneration of inventors who work directly or indirectly for the Supplier, are fixed and included in the price paid to the Supplier in execution of the Purchase Order pursuant to the provisions appearing under article 6.1.4. above. The Supplier may therefore not claim any additional remuneration in this regard.

ARTICLE 10 – CONFIDENTIALITY

The term "Confidential Information" refers to:

- i. all technical, commercial, financial, scientific or other information and documentation, including information constituting, referring or pertaining to patents, inventions, technologies, plans, discoveries, techniques, methods, designs or models, specifications, organisational structures, samples, formulae, products, product composition, commercial or purchasing strategies, processes, test results, laboratory logs, markets, clients, strategies, prices, plans, assets, commitments, costs, pricing policies, financial results, employees, representatives, insofar as this has not been marked "non-confidential" by the disclosing party, issued or disclosed by the disclosing party or any of the companies in the group of the disclosing party, to the recipient during negotiations or in the framework of execution of their contractual relations, whether notified orally, in writing, in audio, visual or any other format whatsoever; and
- ii. all notes, analyses, syntheses, reports, studies, translations, interpretations, test results as well as any other document drafted by the recipient on the basis of, using or reflecting any information or documentation, in whole or in part, indicated under point (i);

regardless of whether the information or documentation is explicitly marked as "confidential".

The recipient hereby undertakes to:

- take all appropriate measures to guarantee nondisclosure of Confidential Information to third parties without the prior written consent of the disclosing party,
- to only use Confidential Information in the framework of execution of their commercial relations unless it has been expressly authorised in writing by the disclosing party to use this for other purposes,
- to only disclose Confidential Information to members of staff, employees or contractors on a need-to-know basis, after notifying the latter of its confidential nature and guaranteeing respect by the latter of the confidentiality,
- not to make copies nor carry written copies of Confidential Information except insofar as is strictly necessary for execution of contractual relations and with the prior written consent of the disclosing party;
- to return and/or destroy at first request from the disclosing party, all copies of Confidential Information in writing (or stored in any other permanent format) and to immediately destroy all notes and all other written reports or documents which have been drafted by the recipient, insofar as they include certain Confidential Information or make reference thereunto in whole or in part. The recipient may, however, retain a copy of Confidential Information for archiving requirements and to respect the terms and conditions of execution of obligations.

The provisions set forth under this article are not applicable to information issued by the disclosing party, and such sufficiently evidenced by written documentations: (i) which is already in the public domain as at the date of signature of the Purchase Order, (ii) obtained in a legal manner from a third party without any infringement of any non-disclosure commitment, (iii) whose disclosure has been imposed by legislation or any administrative or governmental authority insofar as such notification was legally permitted, (iv) was independently developed by or for the recipient, and (v) approved for disclosure and/or use, by the disclosing party

The confidentiality obligations set forth herein continue to survive for a period of ten (10) years following the end date of the Agreement whatever the ground.

ARTICLE 12 – INSURANCE

The Supplier shall take out and is responsible for maintaining adequate insurance policies for all damages which may result from improper performance of its obligations or infringement of any of its guarantees, regardless of the cause, without this being limited to any default in any of its obligations.

The Supplier should provide a certificate of such insurance, upon request by the Entity, that it has insurance coverage and continued to hold such insurance coverage by presenting a certificate of insurance issued by its insurer.

ARTICLE 13 – TERMINATION

13.1. In the event of any non-performance by the Supplier in any of its obligations or infringement by the Supplier in any of its guarantees, which is not remedied within a period of thirty (30) days following service of notice by recorded delivery letter with acknowledgement of receipt making express reference to this termination clause, the Agreement will be automatically terminated by the Entity.

The Entity may in particular terminate the Agreement in line with the terms and conditions set forth in the above paragraph in the event of:

- any infringement by the Supplier of any of the guarantees set forth under article 8.1 (*Guarantees*);
- any default in respect of the provisions set forth under article 15 (*Assignment - Subcontracting*) pertaining to assignment and subcontracting;
- the initiation of any legal bankruptcy proceedings of the Supplier, or any other situation which may reasonably imply its insolvency.

Any termination, in line with the terms and conditions set forth above, will be undertaken without prejudice to compensation for damages which may be claimed against the defaulting party.

Exercising the option of termination does not release the defaulting party in any manner whatsoever from fulfilling the obligations taken contractually up until the effective date of termination.

ARTICLE 14 – FORCE MAJEURE AND UNFORESEEN EVENTS

14.1. Force majeure events

An instance of force majeure refers to any event outside of the control of the Entity or the Supplier, which could not be reasonably foreseen at the time of signature of the Purchase Order and whose consequences could not be avoided by suitable measures, consequently impeding execution, in whole or in part, of the contractual obligations of either party.

An affected party will not incur liability due to its non-performance resulting from a force majeure event. Consequently, neither party be bound to pay any compensation for damages suffered by either party due to such non-performance in whole or in part of their contractual obligations, where this non-performance results from a force majeure event.

Any party intending to invoke any case of force majeure must notify the other, by registered letter with acknowledgement of receipt sent within a period of five (5) business days following the force majeure event, stating the nature of the force majeure event and its likely duration, provided such can be identified.

Any party invoking a case of force majeure event is under the obligation to implement all means at its disposal to limit its duration and scope.

If any force majeure event should last for in excess of thirty (30) business days, either party may terminate the Agreement and/or the relevant Purchase Order, without this leading to any liability and/or right of compensation for the other party, by sending a registered letter with acknowledgement of receipt to the other party. Termination will be effective upon expiry of a term of eight (8) calendar days following receipt of said letter.

14.2. Unforeseen events

If any change in circumstances which could not be foreseen upon signature of the agreement should make its execution excessively costly for a party which did not agree to assume this risk, the party concerned may request renegotiation of the Agreement and/or Purchase Order with the other party. All obligations must continue to be respected during renegotiation.

In the event of a refusal or failure of renegotiation, the parties may agree to terminate the Agreement and/or Purchase Order, as at the date and in line with the terms and conditions they determine, or mutually agree to amend the Agreement and/or Purchase Order accordingly.

ARTICLE 15 – ASSIGNMENT – SUBCONTRACTING

15.1. Use of subcontracting or subcontractors by the Supplier is prohibited, except with the prior written consent of the Entity.

15.3. The rights and obligations of the Entity may be assigned or transferred in any manner whatsoever by the Entity.

ARTICLE 16 – PENALTIES

16.1. In the event penalties as set out in these General Terms and Conditions, are incurred by Supplier, said penalties will be invoiced by the Entity. The payment term for an invoice for penalties is forty-five (45) days following the date of invoice.

16.2. Where applicable, if upon expiry of the payment term, the Supplier has not paid any of the invoices for penalties, the unpaid invoice(s) will be offset against the total amount of outstanding Supplier's invoices.

16.3. It is understood that the incurred penalties will not lead to any discharge of outstanding amounts or obligations of Supplier. Consequently, the Entity may claim additional indemnification from the Supplier in such instance as the damages suffered due to the non-performance leading to a penalty is higher than the amount of said penalty.

ARTICLE 17 – RESPECT OF REGULATIONS

17.1. The Supplier will, under its own liability, define the profile and number of staff members who are responsible for execution of the obligations for which provision is made in the Purchase Order(s). The Supplier hereby undertakes that its members of staff be legally employed and hold all the skills, experience

and the qualities of integrity and reliability necessary for proper execution of the obligations for which provision is made in the Purchase Order(s).

17.2. The Supplier guarantees not only to have read, but also to ensure full compliance with all obligations concerning labour regulations for which provision is made by applicable laws and regulations, and notably pertaining to the following:

- combating illegal employment (illegal labour, unlawful subcontracting, illegal supply of employees and employment of foreigners without work permits); and
- payment of wages and social security contributions and taxes.

17.3. Cerba Research Group is a member of Cerba HealthCare Group and adheres to its Code of Ethics demonstrating its commitment to promoting good ethics and compliance in all of its business practices. Cerba Research Group also abides to Cerba HealthCare Group Purchasing Charter which sets forth the general objectives of the Purchasing Division, its organisation and commitments and ethical rules defined in the framework of Supplier relations.

After reading these Charters and the values promoted by Cerba HealthCare Group, the Supplier hereby confirms and guarantees, for the past, present and future, that itself and any third party who may work on its behalf in the framework of execution of the Agreement (including subcontractors):

- does not undertake any action whatsoever which may harm the fundamental rights, health and safety of persons or the environment. In particular, it confirms not to work directly or indirectly with children or individuals in conditions which breach application regulations;
- complies with all legislation and regulations including those that are extra-territorial, and which are applicable to it in combating corruption or influence peddling, and in particular law No. 2016-1691 of 9th December 2016 (referred to as the "Sapin II Act"). In particular, the Supplier confirms that it neither requests nor accepts any donation, offer, pledge, gift or other advantage whatsoever to perform or to have performed, or to refrain from or have refrained from performing any activity in the framework of its functions, nor requests such donations, offers, pledges, gifts or advantages with a view to abusing its influence, whether real or presumed, from any third party so as to take a favourable decision. In the same manner, the Supplier confirms that it neither pledges nor proposes, in the framework of its activities, any donations, offers, pledges, gifts or other advantages to any person, whether under private or public law, for said person to perform or refrain from performing any activity or taking any decision within the framework of their duties;
- adheres to the "Anti-Gift act" for which provision is made in the French Public Health Code;
- does not commit any unlawful action on the basis of the provisions set forth under Book IV Section II of the French Commercial Code pertaining to anti-competitive practices;
- does not, through action or omission, directly or indirectly, do anything which may be likely to incur the liability of the Entity

and/or any entity of Cerba HealthCare Group in the framework of non-compliance with commitments made under this article.

The Supplier additionally undertakes to:

- notify the Entity, as soon as it becomes aware, of any event which may constitute a breach or infringement of any commitments made in the framework of this article;
- offer the Entity all necessary assistance and documentation to respond to any request issued by a duly authorised authority pertaining to combating corruption, such as notably the French Anti-Corruption Agency and any local equivalents.

If the Supplier should default in respect of any of the guarantees issued under this article, the Entity may terminate the Agreement automatically following issue of a recorded delivery letter with acknowledge of receipt notifying its decision.

ARTICLE 18 – PROCESSING OF PERSONAL DATA

The Parties undertake to respect the provisions set forth under the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the "General Data Protection Regulation" or "GDPR").

ARTICLE 19 – MISCELLANEOUS

19.1. In the event of any contradiction or ambiguity between these General Terms and Conditions and a Purchase Order, the specific terms on that subject matter set out in the Purchase Order will prevail.

19.2. These Terms and Conditions, as well as any Purchase Order shall under no circumstances whatsoever be considered as creating any joint venture, nor any relation of subordination, representation or agency between the Supplier and the Entity.

19.3. Any dispute or disagreement pertaining to the Agreement, its interpretation, execution, cancellation or termination, even in the event of action to enforce a guarantee or multiple defendants, will, failing any amicable resolution, be referred to the sole and exclusive jurisdiction of the competent courts of the applicable jurisdiction of the Entity.

The Agreement is governed by the applicable laws of the country of domicile of the Entity