

STANDARD TERMS AND CONDITIONS OF PURCHASE OF ASYMICHEM LIMITED

("these Terms")

1. Interpretation and Definitions

In these Terms:

“Affiliate” means any corporation, firm, partnership or other entity or person which directly or indirectly controls or is controlled by or is under common control with Asymchem. For purposes of this definition, “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”) shall be presumed to exist if one of the following conditions is met: (a) in the case of corporate entities, 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 of the party or any direct or indirect parent of the party, and (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non- corporate entities;

“Asymchem” means Asymchem Limited or the Asymchem Affiliate purchasing Goods or acquiring Services from the Vendor;

"Contract" shall mean the contract between Asymchem and the Vendor consisting of these Terms, the Purchase Order (including any documents attached to the Purchase Order), the Key Terms Sheet (if applicable), and any applicable Asymchem policies available on request as detailed in these Terms. In the event the parties enter into a separate services agreement, the parties agree that such agreement shall take precedence over these Terms in the event of a conflict.

“Data Protection Laws” means for so long as European regulations are directly applicable in the United Kingdom, (i) the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016) and any consequential national data protection legislation; (ii) the UK Data Protection Act 2018; and (iii) any guidance and/or codes of practice issued by the UK Information Commissioner’s Office or other relevant supervisory authority, including without limitation (for so long as European regulators have jurisdiction over the United Kingdom) the European Data Protection Board, in each case as amended, supplemented or replaced from time to time;

"Goods" and "Services" respectively mean all goods and all services (as applicable) covered by the Key Terms Sheet or Purchase Order and/or any part(s) thereof;

“Government Official” includes any NHS healthcare professional, elected or appointed government official and any officer, employee or person acting for or on behalf of any of the following: local or central government; a public body (including international bodies); and a political party or candidate for public office (including election candidates, party members and administrative staff employed by political parties);

"IP" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Key Terms Sheet" means a statement of work as may be agreed between the parties.

"the Purchase Order" means Asymchem's relevant order for the supply of Goods and/or Services by the Vendor;

"the Vendor" means the supplier named on the Key Terms Sheet or the Purchase Order;

Unless expressly agreed in writing between the parties, no printed standard terms which may appear on any order confirmation, invoice or delivery note relating to the Goods and/or Services shall be of any effect.

2. Delivery

2.1 The Goods and Services shall be delivered and performed on the date(s) specified in the Purchase Order or the Key Terms Sheet and time will be of the essence for the purpose of this clause 2.

2.2 Unless otherwise specified in the Contract, the Vendor shall pay all shipping, packing, crating and cartage charges associated with the delivery of the Goods and Services.

2.3 The Vendor shall promptly pay for all labor, equipment, goods, materials, work, services and other items used in or in connection with the Goods and Services ("Inputs"). The Vendor shall promptly, at its cost and expense, procure the waiver and release of any liens, lien rights, impositions, claims or other rights or encumbrances ("Liens") that are asserted against or attach to Asymchem or its property or any deliverables by reason of Vendor's actual or alleged failure to pay for any Inputs, and Vendor shall defend, indemnify and hold the Asymchem harmless from any and all claims incidental thereto.

2.4 The Contract is non-exclusive and Asymchem does not make any minimum fee or volume commitment under the Contract. Nothing in the Contract should be interpreted as a requirements contract or a "take-or-pay" contract, nor should the Contract be construed as requiring Asymchem to purchase Goods or Services from the Vendor.

3. Quality and Inspection

3.1 The Vendor warrants that:

- (i) the Goods and Services shall be free from liens and defects, shall be of satisfactory quality, shall conform to any specifications, drawings, samples or other descriptions submitted to or specified by Asymchem and shall be suitable for Asymchem's intended purposes to the extent that such purposes are known or should reasonably be known to the Vendor; and
- (ii) the Services will be carried out by appropriately qualified and trained personnel promptly, with reasonable skill and care and in accordance with all applicable laws, regulations and with such requirements as Asymchem may from time to time reasonably impose.

3.2 All Goods supplied hereunder are to be shipped subject to Asymchem's examination and right of rejection for a reasonable time after delivery, notwithstanding prior payment if Goods are not as warranted herein, or are not in conformity with Asymchem's specifications or, if no specifications are given by Asymchem, are not in conformity with standard specifications.

4. Contract Price and Payment

4.1 Unless otherwise expressly agreed in writing, the price for the Goods and Services stated in the Contract shall be fixed and shall include all costs (except VAT), expenses and charges (including delivery and insurance) chargeable in respect of the Goods and/or Services. Unless otherwise specified in the relevant Purchase Order, all properly drawn VAT invoices shall be paid within sixty (60) calendar days of receipt of such invoice by Asymchem.

4.2 Provided that any amounts are agreed in writing between Asymchem and the Vendor prior to the commencement of the Services, Asymchem will reimburse the expenses provided that they are properly incurred by the Vendor in the course of performing the Services.

5. Passing of Property and Risk

5.1 The title to property and risk in Goods shall pass to Asymchem when the Goods are delivered to it.

6. Termination/Rejection

6.1 Asymchem may postpone or cancel delivery and/or performance by giving 14 days' written notice to the Vendor, and Asymchem shall reimburse Vendor for all costs and expenses reasonably and directly incurred as a result of such postponement or cancellation that cannot be mitigated by the Vendor.

6.2 If the Vendor defaults in any of its obligations under the Contract, becomes insolvent, has a receiver appointed over its business or is compulsorily or voluntarily wound up or if Asymchem believes that any such events may occur, Asymchem shall be entitled, at its discretion without prejudice to any other remedy, to suspend performance of or terminate the Contract.

6.3 In the event of termination, Asymchem may keep possession of any Goods and may enter any premises of the Vendor to recover Goods and/or any other items belonging to Asymchem.

6.4 Without prejudice to any other remedy, if the Vendor breaches any of the terms of the Contract, Asymchem may, at its election:

- (i) Reject and return the Goods in whole or in part at the Vendor's cost within a reasonable time after delivery notwithstanding prior payment (risk in the Goods shall revert to the Vendor upon such rejection);
- (ii) Permit the Vendor to repair or reinstate the Goods or re-perform the Services so that they conform with the Contract;
- (iii) Carry out or have carried out, at the Vendor's expense, such work as is necessary to conform the Goods and/or Services to the Contract;
- (iv) Receive a refund of the full amount paid to the Vendor.

6.5 In view of the damage that may be caused to Asymchem's business by association with any unethical behavior, Asymchem shall be entitled to end the Contract immediately by written notice to the Vendor if clauses 10,12 or 13 are breached or if Asymchem discovers or has reasonable grounds to believe that improper payments are being or have been made to any Government Official by or on behalf of the Vendor (whether in connection with the Contract or not).

6.6 If Asymchem terminates the Contract pursuant to clause 6.5 the Vendor shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination.

7. Confidentiality

7.1 The Vendor will not, without Asymchem's prior written consent, disclose to or use to the advantage (direct or indirect) of any company, firm, body or person(s) other than Asymchem, any information acquired in the course of the Contract concerning the terms of the Contract, Asymchem's personnel, research activities, products, other business operations or any other information which would be regarded as confidential by a reasonable business person (together "Confidential Information"). At Asymchem's request, and in any event on termination or expiry of the Contract, the Vendor shall (as directed by Asymchem) return or destroy all documents and other records containing or relating to Confidential Information and certify to Asymchem that such full return or destruction has been effected. The confidentiality obligations imposed by this Contract will remain binding for a period of five (5) years from the date of expiry or termination of this Contract.

8. Assignment and Sub-Contracting

8.1 The Vendor shall not sub-contract or assign any of its obligations or rights under the Contract without Asymchem's prior written consent. If all or any part of its obligations under the Contract are sub-contracted or assigned by the Vendor, the Vendor shall be responsible for all the acts and omissions of its sub-contractors as if the Vendor had itself carried out the acts and omissions concerned.

8.2 Asymchem shall have the right to assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract to any of its Affiliates or third party.

9. IP and Inventions

9.1 Any IP created, conceived, produced or reduced to practice by the Vendor in carrying out its duties under the Contract shall be Asymchem's exclusive property.

9.2 No royalty or other payment will be due from Asymchem in respect of such IP and the Vendor will at Asymchem's request and expense, assign to Asymchem its title to any such IP and to any patent applications made thereon, and will execute all instruments necessary for the filing and prosecution of patent applications in any country or any division, continuation or partial continuation thereof or for any re-issue of any patent issued on any such application.

9.3 The Vendor hereby grants to Asymchem and assigns a world-wide, perpetual, transferable, sub-licensable, royalty free license to practice in connection with the Goods and/or Services any and all intellectual property held by Vendor.

9.4 If any work is commissioned or ordered for Asymchem from any third party, the Vendor will ensure that all IP rights in that work are assigned or transferred to Asymchem in accordance with this clause 9. The Vendor will obtain or procure the obtaining for Asymchem of all necessary permissions, consents and releases from authors, artists, photographers, models and any other persons and IP rights holders as may be required in connection with the Contract. The Vendor represents, warrants and undertakes that Asymchem's use and possession of any materials generated by or obtained from the Vendor under the Contract, shall not infringe any third party's IP.

10. Data Protection

10.1 The Vendor shall comply with its obligations under the Data Protection Laws. In particular (but without limitation), if the Vendor processes any "personal data" and/or "sensitive personal data" (as defined in the Data Protection Laws) on Asymchem's behalf, it will only do so in compliance with the Data Protection Laws or the written instructions provided by Asymchem.

10.2 Specific purpose and retention. Asymchem shall process professional personal data relating to the individuals who legally represent or otherwise work for the Vendor (the "Contractual Personal Data") to manage the Contract, comply with any applicable regulatory requirements and meet Asymchem's legitimate interests in maintaining its business (e.g., to conduct background checks to ensure Asymchem is not precluded from working with the Vendor or to ensure the security of our IT systems). The Contractual Personal Data shall include the relevant individual's identity, business contact and corporate details, electronic identification data if accessing Asymchem's technology and details of the contractual relationship, including training

and banking details. The Contractual Personal Data shall be kept as long as the contractual rights and duties arising from the Contract and applicable regulatory rights and duties could be enforced by or against Asymchem.

10.3 International transfers. Only for the above-mentioned purposes, Asymchem may store the Contractual Personal Data in centralized databases and disclose them to its Affiliates in other countries, to its vendors, customers and to regulatory authorities, in all cases throughout the world.

10.4 Data protection requests. Data subjects shall communicate any requests in relation to this clause to Asymchem, as indicated below and as may be updated from time to time on reasonable prior written notice. The data subject may lodge a complaint with the supervisory data protection authority of his/her country if he/she disagrees with the specific response to a data protection request.

11. Liability and Indemnity

11.1 Asymchem hereby excludes to the fullest extent permitted by law all conditions, warranties and stipulations which, but for such exclusion, would or might subsist in favor of the Vendor. Asymchem shall not be liable to the Vendor for any loss of profit (direct or indirect), or any indirect, special or consequential loss or damage howsoever caused. Subject to the foregoing, Asymchem's maximum aggregate liability to the Vendor under this Contract whether for negligence or breach of contract or otherwise shall in no circumstances exceed the total fees payable by Asymchem under the Contract. Nothing in the Contract shall limit or exclude the liability of either party for death or personal injury resulting from negligence.

11.2 The Vendor shall defend, indemnify, and hold Asymchem harmless against all direct, indirect or consequential loss, liability, damages, costs and expenses (including, without limitation, all direct, indirect or consequential loss, liability, damages, costs and expenses incurred as a result of defending a claim in connection thereto) that Asymchem may incur as a result of any claim made against Asymchem for actual or alleged infringement of a third party's IP rights arising out of or in connection with the Vendor's provision of the Services or Asymchem's use of the Goods.

11.3 The Vendor shall effect and maintain a policy or policies of insurance with a reputable insurance company to cover the liabilities referred to in clause 11 (Liability and Indemnity) and any claims under workers' compensation, safety and health and similar laws and regulations, including but not limited to a public liability insurance, product liability insurance and professional indemnity insurance, as are relevant to the Agreement in such sums as may be required by Asymchem and shall produce such policy or policies, the relevant insurance certificates and evidence of payment of the premiums therefore if so requested by the Asymchem.

12. Anti-Bribery and Anti-Corruption

12.1 The Vendor represents and warrants to Asymchem that:

- (i) it has the full power, right and authority to enter and perform the Contract and that it will comply with all relevant laws, regulations, codes of practice, operating procedures and guidelines and will obtain and maintain all covenants, licenses, approvals and permissions necessary to fulfil its obligations under the Contract;
- (ii) it will comply with all applicable laws, statutes and regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (iii) it will not (directly or indirectly) offer, pay or authorize the offer/ payment of any money or the giving of anything of value or do any other thing in order to exert improper influence on any Government Official;
- (iv) it has not (directly or indirectly) in the five (5) years immediately preceding the Contract offered, paid or authorized the offer/payment of any money or the giving of anything of value or the doing of anything in order to exert improper influence on any Government Official.

12.2 The Vendor will be deemed to have repeated the above representations, warranties and undertakings if, during the term of the Contract, it comes under the control of a Government Official or it becomes aware that any individual with significant responsibility for performing the Vendor's obligations hereunder (or a close relative of such an individual), has become a Government Official.

12.3 During the term of the Contract and for a period of three (3) years after the final payment from Asymchem has been made under it, the Vendor shall promptly arrange for Asymchem and its auditors to have such access to records relating to the arrangements covered by this Contract as they may reasonably require in order to verify the propriety of any payments (including disbursements, expenses or charges) proposed or made to or by the Vendor.

13. Anti-facilitation of tax evasion

13.1 The Vendor shall, and shall ensure that its directors, officers, employees, agents and anyone performing services on behalf of the Vendor (to include but not limited to a sub-contractor) (together "Associated Persons") shall not engage in any activity, practice or conduct that would constitute a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017 or will not knowingly assist any entity or individual who is liable to UK or foreign tax to evade unlawfully their tax liability or seeking to influence Asymchem or persons associated with Asymchem to assist that entity or individual in any such acts. The Vendor shall promptly report to Asymchem any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of the Contract and provide Asymchem with reasonable assistance, at Asymchem's reasonable cost, to enable Asymchem to perform any activity required by any relevant authority in any relevant jurisdiction for the purpose of compliance with the Criminal Finances Act 2017.

14. Global Trade Laws

14.1 The parties will perform all activities under this Contract in compliance with all

applicable economic sanctions, import, and export control laws, regulations and orders. The Vendor will not knowingly transfer to Asymchem any products, goods, software, technology or services that are subject to export controls. The parties agree that no activities under this Contract will involve the Crimean Peninsula, Cuba, the Donbass Region, Iran, North Korea, or Syria, or any other country, territory or region similarly sanctioned or subjected to an economic embargo by the government of the United States or any other applicable jurisdiction. Each party represents, warrants, and covenants that it is not designated on any list of restricted, sanctioned, or debarred parties maintained by an applicable governmental authority, including those established under the FDC Act or the U.S. Foreign Assets Control Regulations, and that it will not involve any such listed individual or entity in the performance of this Contract.

15. IR35

15.1 The Vendor confirms and undertakes that from none of the individuals involved in providing the Services will be regarded as providing those Services through an intermediary in circumstances where any of Conditions A to C of section 61N Income Tax (Earnings and Pensions) Act 2003 would apply in circumstances where Asymchem would be regarded as the “client” for the purposes of that section.

15.2 If Asymchem is required to make any payment in respect of any taxes that arise in connection with the provision of the Services by virtue of the provisions included in Chapter 10 of Part 2 Income Tax (Earnings and Pensions) Act 2003, Asymchem shall be entitled to deduct an amount on account of such payment from any charges and expenses payable to the Vendor.

16. General

16.1 The failure of a party to enforce any provision of the Contract shall not constitute a waiver nor affect its right to enforce such and every other provision.

16.2 The Vendor shall not without Asymchem's written consent advertise, publicly announce or provide to any other party information relating to the existence of the Contract or use Asymchem's name, logo or content in any format for any promotion, publicity, marketing or advertising purpose.

16.3 No variation or alteration of any kind to the Contract can be made except in writing duly signed on behalf of each party.

16.4 A person who is not a party to the Contract shall not have any rights under or in connection with it.

16.5 The Contract shall be governed by and construed in accordance with English law.