

TERMS AND CONDITIONS v.3.3

1. General

In the absence of any master service agreement or other overarching set of terms and conditions between LakePharma, Inc. ("LakePharma") and client, the client agrees to be bound by these terms and conditions ("Terms and Conditions") by accepting the Sales Quotation. If client wishes to enter into a more detailed and comprehensive agreement, LakePharma's Master Services Agreement is available [here](#) for review.

2. Project Plan, Quote and Lab Services

These Terms and Conditions -- together with the Sales Quotation, including any schedule, attachment and exhibit -- shall constitute a Project Plan and govern the provision Lab Services (as defined below) by LakePharma. If there is a conflict between the Project Plan and any subsequent document, such as a purchase order, the Terms and Conditions shall govern unless the parties expressly provide otherwise in writing (including emails). Client may accept the Project Plan by signing the Sales Quotation if a signature line is included, issuing a purchase order against the Sales Quotation, or by email or other writing referencing the Sales Quotation. LakePharma will only initiate Lab Services upon such acceptance.

3. Cancellation or Changes to Project Plan

Once LakePharma initiates Lab Services, Customer may not cancel or modify the Project Plan unless approved by LakePharma in writing (including email). Customer agrees to pay for any increase in the cost and labor of the Lab Services and to accept any impact on the projected date of completion.

4. Shipping

Any and all Deliverables (as defined below) are sold and delivered ex-works in accordance with Incoterms 2010 at LakePharma's facilities. LakePharma shall invoice Client when the Deliverables are ready for shipment or further processing, at which point title and risk of loss shall transfer to Client. If Client is unable to accept Deliverables, as well as the return of any remaining Client Materials (as defined below), LakePharma will store such items for up to three months at which point such items may be subject to a biorespository storage fee. Client shall retain title and risk of loss on all Deliverables and Client Materials while in LakePharma's possession or facilities, except for gross negligence or willful misconduct of LakePharma.

5. Payments

Full payment is due net thirty (30) days from the date of the invoice. Client will pay any and all applicable customs, duties and taxes, but Client shall not be responsible for any taxes on the assets, income, or receipts of LakePharma. Any invoice balance will incur interest at the rate of one and one-half percent (1.5%) per month beginning thirty (30) days after the invoice date, and if

not paid within sixty (60) days of the invoice date, LakePharma will be entitled to suspend Lab Services and any other services for Client pending payment. Client shall be responsible for all fees and expenses incurred by LakePharma, including reasonable attorneys' fees, to collect such unpaid balances.

6. Transfer of Materials and Information

If and to the extent that the Project Plan provides that client shall supply or secure any cell line, vector or other materials for LakePharma, client shall ensure that LakePharma will be provided with sufficient materials for LakePharma to complete the Services ("Client Materials"), including all relevant information for Client Materials, such as safety data sheets (SDS), to permit LakePharma to assess and apply measures to ensure the proper and safe use, storage, shipment and disposal of Client Materials. If LakePharma determines that it lacks sufficient information or cannot safely handle any Client Material, LakePharma may refuse to accept such Client Material and shall be under no liability to Client for such refusal. LakePharma may apply a surcharge for any Client Materials that are hazardous and require special containment or engineering controls, and Client agrees to pay such surcharge. LakePharma agrees to use Client Materials solely to perform the Lab Services for the Client or Client's benefit.

7. Deliverables

Client shall be the exclusive owner of all data, documentation, reports, samples and other work product generated by LakePharma as a result of the Lab Services in compliance with the Project Plan ("Deliverables"). LakePharma is the exclusive owner of the methods or processes used to provide such Lab Services and the raw data, laboratory notebooks and other records maintained with respect to the Lab Services.

8. Inspections

Upon receipt of Deliverables, Client shall have seven (7) business days to raise any issues of non-conformity to LakePharma. If Client fails to raise such claim within that period, the Deliverables shall be deemed accepted by Client. At LakePharma's option, any non-conforming services will be re-performed and any non-conforming deliverables will be replaced or authorized for return and credit.

9. Confidentiality

LakePharma will treat all Client Materials and Deliverables as proprietary and confidential and will only disclose them to its employees, consultants and subcontractors that need to know such information for purposes of providing the Lab Services. Neither LakePharma nor Client will disclose the fact or terms of the Project Plan, including pricing, and neither will use the name or trademarks of the other without prior written consent.

10. Warranties

If and to the extent that the Project Plan provides for Client Materials, Client represents and warrants that Client has secured both the right to transfer the Client Materials to LakePharma and the right for LakePharma to use the Client Materials to perform the Lab Services.

Contract research services are experimental in nature and are not guaranteed to produce a desired or expected outcome. With respect to such services and any other services provided by LakePharma ("Lab Services") and any resulting Deliverables, LakePharma's sole warranty is that LakePharma will perform the Lab Services and produce Deliverables in accordance with the Project Plan. THE FOREGOING WARRANTY IS IN LIEU OF ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OF ANY NATURE, WITH RESPECT TO THE LAB SERVICES AND DELIVERABLES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

11. Limitations of Liability

IN NO EVENT SHALL LAKEPHARMA BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO ANY BREACH OF THE PROJECT PLAN, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT LAKEPHARMA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL LAKEPHARMA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PROJECT PLAN, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, BE IN EXCESS OF THE TOTAL OF THE AMOUNTS PAID TO LAKEPHARMA PURSUANT TO THE PROJECT PLAN IN THE PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Indemnification

Client shall indemnify and hold harmless LakePharma, and its officers, directors, employees, and agents from and against any and all expenses, damages, costs, judgments, and losses arising from third-party claims relating to (a) any product or service based in whole or in part on work product delivered under the Project Plan, or (b) LakePharma's use of any Client Materials; except, in each case, due to LakePharma's processes or methods. Client shall secure and maintain in full force and effect throughout the performance of each Project Plan and for five (5) years thereafter appropriate liability insurance coverage in amounts appropriate to the conduct of Client's business.

13. Termination

LakePharma may terminate the Lab Services in the event that Client breaches these terms and conditions, and fails to remedy any breach within fifteen (15) days of receiving written notice from LakePharma.

14. Force Majeure

Except with respect to the obligation to make payment, neither LakePharma nor Client shall be liable or responsible for failure or delay in performance of its obligations if and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including but not limited to, acts of God, governmental actions, fire, civil disturbances, war, cyberattack, widespread interruptions of power or communications, or natural disasters.

15. Assignment

In the event of a change of control of LakePharma (whether by merger, sale of stock or assets), LakePharma may assign the Project Plan to its successor in interest without prior consent of Client.

16. Law

This Agreement shall be governed by the laws of the State of California, U.S.A., without giving effect to any principle or rule regarding conflict of laws, and the parties hereby submit to the jurisdiction of the California courts, both state and federal.