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1. SCOPE OF APPLICATION

These general terms and conditions of business for services (these "Terms") shall be applied to all orders for the performance of services, such as analytical measurements and analytical method developments (the "Services") by Applied BioAnalytics Ltd., 10 Hollósy Simon Street, H-1126 Budapest, Hungary ("AB") to Clients (the "Client"), together (the Parties).

Different or additional terms, including the Client's general terms of business, shall apply only if agreed in writing by AB and the Client. No amendments or changes to these Terms shall be effective unless made in writing. If, for any reason, a provision of these Terms becomes invalid, the validity of the remaining provisions will not be affected. These Terms supersede any and all prior oral quotations, communications, agreements or understandings of the Parties in respect of the Services. In the event of a conflict between the provisions of these Terms and the provisions of an Order (as defined below), the provisions of the Order will govern and control.

2. QUOTATIONS AND ORDERS

All quotations made by AB are revocable at any time and are binding only if the Client places a corresponding order within the validity time specified in the quotation or, if no time period is mentioned, within thirty (30) days. Accepted quotations or orders by any Client to AB (the "Order") must be issued in written form, unless otherwise agreed, and shall be confirmed by AB in writing to be binding on AB.

3. CHANGE ORDERS AND CANCELLATION OF ORDERS

Changes to Orders shall be made only by written amendment executed by both parties ("Change Order"). Requests for Change Orders may be placed by either party. The other party will make reasonable efforts to implement a request for a Change Order, but reserves the right to reject said request if not reasonably acceptable.

In the event of a cancellation of an Order by the Client, the Client shall reimburse AB for its Initiation cost of the offer incurred or committed in connection with the preparation and performance of the Services through the date of cancellation.

4. PRICES

The prices for Services shall be specified in the Orders. Unless otherwise specified in the Order, all prices are in EUR, net of value added tax, sales, use or other similar taxes, fees or duties and additional costs such as packaging, transport, insurance, duties and levies, payment of which will be the sole responsibility of the Client (excluding any taxes payable by AB based on its net income from providing the Services) as invoiced to the Client. If AB is

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responsible for the collection of taxes, such taxes shall either be added to the price invoiced or be separately invoiced by AB to the Client. In the event the Client is required by law to make any deduction or to withhold from any sum payable hereunder, then the sum payable by the Client to AB shall be paid to AB net of such deduction or with holding. The Client shall pay the applicable tax authorities any such required deduction or withholding.

An additional charge shall be made for urgent or express Orders. Special prices shall apply for Orders requiring special safety precautions.

5. TERMS OF PAYMENT

The terms of payment shall be specified in the Orders. Unless otherwise specified in the Order, invoices are payable net, within thirty (30) days of the invoice date without deduction or discount whatsoever.

Unless otherwise agreed in the Order, for Services which are performed within thirty (30) days or less, invoices will be issued on completion of the Order, as determined by AB.

Unless otherwise agreed in the Order, Services which are performed within more than thirty (30) days shall be invoiced monthly as the Order progresses.


The Client shall not be entitled to offset any amounts payable to AB against any amounts owed or alleged to be owed from AB. No discount will be granted in the event of payment before due date. Interest of 1.0 % per month, payable in arrears, shall be charged on late payments. In the event of late payment or if AB has reason to doubt the Client's solvency or creditworthiness, AB may require a deposit before supplying further Services and AB shall not be required to provide further Services. Notwithstanding any prior confirmation of an Order by AB, AB shall have no obligation to perform any Services or otherwise perform any of its obligations set forth in an Order or herein if the Client is in breach of any of its obligations hereunder or under such Order.

6. STANDARD OF SERVICES AND REGULATORY COMPLIANCE

AB shall perform the Services in a professional and workmanlike manner in accordance with standard industry practices and applicable professional standards and in accordance with the quality standards agreed in the Order, such as ISO 9001:2015. AB shall maintain the relevant authorizations to carry out the Services.

Except as otherwise expressly agreed in writing, AB shall be entitled to use processes, methods or procedures as it deems appropriate in its sole discretion and to modify, change or abandon any such processes, methods or procedures at any time.

7. DEADLINES

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The Services shall be provided by the date agreed in writing or, if no such date has been agreed, within a reasonable time period. AB shall notify the Client without delay in the event of a serious delay in the provision of Services in order to obtain an extension to the extent necessary. If AB thereafter is unable to keep to the agreed deadline, the Client shall be entitled to cancel the Order, but not to claim any damages.

The delivery lead time shall begin when all technical and business issues have been resolved between the Client and AB i.e. on receipt of the binding documentation (methods, procedures, specifications, etc.) and all samples and materials to be provided by the Client.

The delivery lead time shall be extended by an appropriate time period if the Client's subsequent changes of the information and documentation required to process the Order cause a delay.

8. HANDLING, STORAGE AND ARCHIVING

Handling of samples or materials provided by the Client


The Client shall package and label vessels containing hazardous materials (including but not limited to materials which are explosive, toxic, carcinogenic or radioactive, or which create an HIV risk or other health risk or constitute a biological hazard of any kind) in full compliance with applicable laws, rules, regulations and industry standards. The Client shall be liable for any damage to property, personal injury or death to AB or any third party caused by any samples or other materials provided by the Client pursuant to this Handling, Storage and Archiving section unless the Client has provided AB with the documentation concerning all known risks associated with any samples or other materials provided by the Client (e.g. material safety data sheets, etc.). The Client shall provide Sample Submission Form with full data content latest at the arrival of the sample or material to AB operational facility.

Storage of samples or materials provided by the Client

If AB receives more than the quantity of samples or other materials required to perform the Services, AB shall store the unused surplus for four (4) weeks upon completion of the Services, unless otherwise agreed in the Order, and use it for any further Services. Thereafter, samples or other materials provided by the Client no longer required for a pending Order shall be disposed of or, if requested in the Order, be returned to the Client.

Document storage

The Client shall be responsible for storing and archiving results and reports upon completion of the Services. Unless otherwise agreed in the Order or in a quality agreement, AB shall archive the working documents and raw data used to carry out the Services for a period of

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twenty (20) years from the completion of a particular Order. Thereafter, said working documents and raw data will be destroyed. AB shall not be bound by additional or different requirements of the Client unless agreed in the Order. The Client shall compensate any and all reasonable costs in connection with AB' compliance with such additional or different requirements.

9. CLIENT'S ACCESS AND INSPECTION RIGHTS

Upon reasonable advance written notice, AB shall grant the Client access to the laboratories in which a pending Order is processed. AB shall co-operate with the Client on quality control issues and inspections by health authorities with respect to any Services.

10. INTELLECTUAL PROPERTY


Unless otherwise agreed in any Order, all results and underlying measurements, drawings, documents, studies, reports, analyses, data, laboratory and process records which are specifically developed by AB for the Client in connection with the Services (the "Deliverables") shall become the exclusive property of the Client at no additional cost to the Client upon full payment of all fees and expenses due under any Order. The Client shall be free to acquire intellectual property rights related to the Deliverables at its discretion and in its own name. At the Client's written request, AB agrees to assist the Client by providing information or executing documents necessary for the Client to exercise its rights under this Intellectual Property section with reasonable costs to the Client.

AB will retain all right, title and interest in and to all discoveries, inventions, know-how, patents, patent applications, trade secrets, trademarks, proprietary materials, methods, processes, techniques, technical documents and specifications, documentation, electronic code, data and rights (i) owned by, or licensed to, AB prior to the start of the Services and any improvements or modifications thereof, or (ii) developed or created by AB after the start of the Services without use of the Client's Confidential Information (as defined below) or (iii) which are developed by AB and not explicitly included in the Deliverables.

11. WORK ON SITE

If the employees of AB are required to carry out work on site, such as sampling, know-how transfer and process implementation, the following conditions shall apply:

The site manager shall grant access and ensure that the installation is in a suitable condition and all agreed support staff and required material is available for the work to be carried out by AB in accordance with the agreed schedule. Delays or additional costs incurred by AB because the installation is unavailable or because the agreed support staff has not been provided shall

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be invoiced and AB shall not be responsible for any delay caused thereby. If the work has to be carried out outside normal working hours, or AB staff has to work overtime, the Client shall be invoiced separately for the statutory surcharges and any other costs and expenses incurred by AB as a result of such overtime work.

12. WARRANTY

AB warrants that all Services will be performed in the manner set forth in Standard of Services and Regulatory Compliance section.

The Client shall examine the Deliverables on receipt and report any apparent defects or deficiencies to AB in writing within ten (10) days and any latent deficiencies as soon as they are discovered. If the Deliverables do not comply with the specifications contained in the Order, the Client shall notify AB immediately in writing of any defects or deficiencies and hold the Deliverables for AB' written instructions concerning disposition. If such non-compliance turns out to be a defect or deficiency caused by AB, AB may choose to rectify such defect or deficiency in the Deliverables or to replace the defective Deliverables. If (i) such rectification fails or if (ii) the replacement is itself defective or if (iii) it has not been delivered within a reasonable time period granted by the Client, the Client's exclusive remedy and AB' sole liability on any claim, whether in tort, contract or warranty, shall be a reduction of the amounts payable by the Client.

13. LIMITATION OF WARRANTY AND LIABILITY

Except for the warranties specifically set forth in section Work on Site, AB makes no other warranties, either express or implied, with respect to any services performed by AB. Any and all warranties for the use of services or of deliverables, including without limitation, warranties of merchantability or fitness for a particular purpose are expressly excluded and declined. No claim, suit or other proceeding may be brought for an alleged breach of warranty of AB set forth herein more than twelve (12) months after completion of the services concerned.

In no event shall AB be liable to any person for any indirect, incidental, punitive, special or consequential damages (including but not limited to loss of profits or goodwill, or additional expenses incurred), whether pursuant to a claim in contract, tort or otherwise and whether in an action for breach of warranty or otherwise.

AB shall not be liable for, and the Client assumes responsibility and shall indemnify and hold AB harmless for, any and all claims, including without limitation, claims for personal injury or property damages, resulting from the improper use, operation, or maintenance or unauthorized

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alteration, modification or repair of the Deliverables, or the Client's failure to properly communicate AB' instructions and warning to users of the Deliverables.

Notwithstanding any of the provisions contained herein, AB' liability for any claim — whether based upon contract, tort, equity, negligence or any other legal concept — shall in no event exceed the price paid by the Client for the Service or Deliverable giving rise to such claim. The Client hereby acknowledges and agrees that the provisions of these Terms fairly allocate the risks between AB and the Client, that AB' pricing reflects this allocation of risk, and but for this allocation and limitation of liability, AB would not have entered into an agreement with the Client to provide the Services to the Client.


In jurisdictions that restrict or preclude limitations or exclusions of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. The Client may also have other rights that vary by state, country or other jurisdiction.

14. TERMINATION

AB shall have the right to terminate any Order in writing for cause. Cause includes without limitation: (i) the commencement of dissolution, liquidation, insolvency, bankruptcy or other similar proceedings with respect to the Client, unless such proceedings are dismissed within sixty (60) days from filing; (ii) failure of the Client to pay the price for the Services and/or Deliverables within the period set forth in section Terms of Payment, or (iii) breach of any material provision of these Terms or Order by the Client and the failure to cure such breach within thirty (30) days after receipt of written notice thereof. Upon the completion or termination of any Order, the Client will, within twenty (20) days after receipt of AB' invoice, pay all accrued and unpaid amounts incurred through and including the effective date of such termination.

15. CONFIDENTIALITY

AB and the Client undertake not to disclose to any third party and to maintain as confidential, any and all confidential information received from the other party in connection with the performance of Services by AB ("Confidential Information") for a period of ten (10) years from the date of the Order. Such Confidential Information shall include, without limitation, information concerning the disclosing party's business, finances, business or operational know-how and any other information deemed confidential by the disclosing party. Unless

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otherwise agreed in writing, each of AB and the Client agree not to disclose Confidential Information, which is received from the other party in connection with the performance of Services by AB, unless (i) required by law or governmental order, or (ii) the receiving party can prove that such information has been known to it prior to receipt. Without limitation, each of the parties agrees:

- To use the Confidential Information received for its intended purpose only;
- Not to divulge it or make it accessible to any third party without the other party's prior written consent;
- To return or destroy — subject to compliance with applicable laws and regulations — all files, documents or copies of information stored in electronic form containing Confidential Information at the other party's request; provided that one archival copy may be retained to determine the respective party's obligations under these Terms.

Neither party may issue press releases or scientific publications containing Confidential Information without the other party's prior written permission.

16. LOCAL REQUIREMENTS

When ordering Services from AB, the Client must notify AB of any local laws, rules, regulations and requirements of authorities governing the design, operation, handling, labeling, packaging, dispatch and health and safety to be considered.


17. FORCE MAJEURE

AB shall not be liable to the Client, or lose any rights because of any delay or failure in the performance of its obligations, if and to the extent that such failure or delay is due to circumstances beyond its control, including but not limited to, war or insurrection, terrorism, civil commotion, destruction of essential facilities or materials by earthquake, fire, flood or storm, act of government, labor disputes, epidemic, or other similar event, provided however, that AB shall notify the Client as promptly as reasonably possible should it become aware of such circumstances.

18. APPLICABLE LAW

These Terms, any Orders or agreements between AB and the Client shall be subject to and governed by Hungarian law without giving effect to the conflict of laws rules thereof. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply.

19. JURISDICTION

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Any dispute, controversy or claim arising out of or relating to these Terms and any Orders, including but not limited to the execution, performance or termination thereof or to any issue of liability arising out of the performance of these Terms or any Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the ordinary courts of Budapest, Hungary. AB shall also be entitled to bring legal actions at the place of business of the Client or any other applicable or permissible legal venue. The parties expressly waive any objection or defense based on the lack of jurisdiction or venue, in particular a plea for "forum non conveniens". Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to these Terms and any Orders.

20. EQUITABLE REMEDIES

The parties acknowledge and agree that legal remedies for any violation or threatened violation of any provision of these Terms, in particular sections Intellectual Property and Confidentiality are inadequate and that AB would suffer irreparable harm. In the event of a violation or threatened violation of any provision of these Terms, in particular sections Intellectual Property and Confidentiality by the Client, AB shall have the right, in addition to such other remedies as may be available pursuant to law or these Terms, to temporary or permanent injunctive relief enjoining such act or threatened act in any court of competent jurisdiction without any requirement to post a bond or provide other security.


21. CUMULATIVE REMEDIES

All rights and remedies provided to AB in these Terms and any Orders are cumulative and not exclusive, and the exercise by AB of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available to AB under any applicable law in any jurisdiction.

22. RELATIONSHIP OF THE PARTIES

AB is providing the Services as an independent contractor, is not an employee, agent, joint venturer or partner of the Client, and has no authority to bind the Client by contract or otherwise. AB acknowledges and agrees that its personnel are not eligible for or entitled to receive any compensation, benefits or other incidents of employment that the Client makes available to its employees. AB is solely responsible for all taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between AB and its personnel and the performance of Services by such personnel.

22. ASSIGNMENT; WAIVER

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The Client may not assign its Order or any right or interest therein or any other obligation arising hereunder without AB' prior written consent. AB' waiver of any breach or violation of these Terms or the provisions of any Order by the Client shall not be construed as a waiver of any other present or future breach or breaches by the Client.

23. GENERAL TERMS AND WORKFLOW

RFQ – Request for Quotation is a business process in which the Client requests a quote from AB for the purchase of services.

Budget Proposal – also mentioned as Quotation or Offer is a stated written intention to engage in a commercial transaction for Services. By issuing a Budget proposal, AB expresses its intention to provide the Services according to the corresponding conditions detailed in the relevant Offer. Offer issued by AB is focused on technical feasibility and the corresponding budget, but not includes other project-specific details. Offer is a part of SOW.

SOW – Statement of work (SOW) is the narrative description of the project's work requirement. It defines project-specific activities, deliverables and timelines of Services provided by AB to the Client. The SOW includes a budget proposal and refers to this Terms.

Purchase Order – Purchase Order is the written intention, in which the Client states its full understanding of the corresponding SOW provided by AB. When both Client and AB authorized representatives sign the SOW, it become a binding contract between the Parties.

SRF – Service Request Form is a document AB use to collect all relevant information from the Client regarding the requested Service.

SSF – Sample Submission Form shall be completed and provided by the Client to AB before sample or material transport are initiated. SSF receipt shall be confirmed by AB in written form. Further details of sample or material transport are described in section Handling, Storage and Archiving.


AB suggests the following general workflow for the execution of a typical project:

Step 1) Client and AB make a framework agreement to establish the basis of their cooperation.

Step 2) Client sending its Request for Proposal to AB

Step 3) AB sending its Service Request Form to Client within two (2) working days

Step 4) Client sending the completed Service Request Form to AB

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Step 5) AB sending its Budget Proposal to Client within five (5) working days from receiving completed Service Request Form from Client.

Step 6) Client accepting the Budget proposal and ask AB to prepare the relevant Purchase Order and Statement of Work.

Step 7) Signing the Purchase Order and / or Statement of Work by authorized representatives of Parties it become a binding agreement and initiates the project execution.

Step 8) Client sending the completed Sample Submission Form to AB and initiate the shipment.

Step 9) AB is working on the project and sending the deliverables according to the accepted timeline.

Step 10) AB sending the customized project report to the Client.

Step 11) Project termination.

Issued by AB on 22 March 2024, Budapest, Hungary.