

General Terms and Conditions ("GTC") of Sale and Supply of Cytosurge AG, UID: CHE-114.952.350

Effective Date: 1st of March 2024

Part A: Overall Rules

1. Scope

- 1.1 These General Terms and Conditions of Sale and Supply (GTC) shall apply to all supplies, services and any other business activity of Cytosurge (collectively the "Products and Services") to its customers, provided that no specific terms and conditions for specific services of Cytosurge have become part of the contract.
- 1.2 Other conditions, especially the customer's terms and conditions of purchase, shall only be valid if they are specifically acknowledged in advance and in writing by Cytosurge.
- 1.3 Cytosurge's offers (in price lists, in brochures, on the Internet, etc.) are without obligation and are subject to change without notice. The price listings at the time of Cytosurge's formal acceptance of a purchase order ("Order Confirmation") from a customer shall control unless otherwise approved in writing by Cytosurge.
- 1.4 Should individual provisions of these GTC be invalid, void or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. Invalid, void or unenforceable provisions shall be replaced by provisions coming as close as possible to the intended purpose of these GTC.

2. Acceptance

- 2.1 Unless otherwise stated, Cytosurge's written offers shall be valid for 30 days from date of issue. In case of sharp currency fluctuations (appreciation or depreciation of more than 2% from date of issue of offer), the offer shall not be valid.
- 2.2 All orders for Products and Services shall be initiated as Purchase orders and include a request for a delivery date. No order shall be binding upon Cytosurge until accepted by Cytosurge in writing (Order Confirmation or invoicing respectively) and Cytosurge shall have no liability to customer with respect to purchase orders that are not accepted. Any changes or amendments to pending purchase orders shall only be binding if accepted in writing by Cytosurge.
- 2.3 Unless agreed otherwise, the sending of faxes e-mails shall meet this written-form requirement.

3. Prices and Payment

- 3.1 If nothing to the contrary is agreed, prices are quoted net free carrier (FCA in accordance with Incoterms 2020) in Swiss francs (CHF), exclusive of VAT, insurance, customs

duties and other applicable taxes and charges. With the exception of the packaging, all forwarding, transport and delivery charges, custom duties and any other charge shall be borne by the customer.

- 3.2 Unless stated otherwise in the offer, Cytosurge shall invoice the customer at the time of delivery. The invoice shall be due for payment within 30 days of the invoice date without deduction at the registered office of Cytosurge. Deviations from this payment deadline shall require a written agreement between the parties.
- 3.3 The customer shall fall into arrears upon expiry of the payment deadline. If the customer is in default of payment, he shall pay default interest of 1% (one per cent) per month (or the maximum lesser amount permitted by law) to Cytosurge, as well as compensation of CHF 100 to cover administrative costs.
- 3.4 If the customer is in default of payment, Cytosurge reserves the right to suspend any further deliveries to the customer immediately upon failure to pay by the due date, including future partial deliveries, and may demand payment in advance.

4. Terms of Delivery

- 4.1 The delivery date specified in the Order Confirmation or invoice respectively shall apply. Cytosurge shall make commercially reasonable efforts to abide by the specified delivery dates, but Cytosurge does not provide any binding assurance that delivery will be made at the estimated delivery date. In the event of late delivery, the customer shall not have the right to withdraw from the purchase order concerned and/or this contract. Nor shall it have, in such case, the right to claim damages.
- 4.2 If nothing to the contrary is agreed, delivery shall be made FCA Incoterms 2020 at the place of delivery indicated in the offer or Order Confirmation, or in the absence of such place at Cytosurge's premise at Saegereistrasse 25, 8152 Glattbrugg (Zurich), Switzerland. Benefit and risk shall pass to the customer as soon as the ordered products are ready for collection at the place of delivery.
- 4.3 Cytosurge reserves the right to transfer the ordered products with retention of title until customer's invoice has been settled, and may register this right in the title register at the location where the customer has its principal place of business or where the customer is lawfully incorporated or registered to do business.

5. Warranty and Liability

- 5.1 Cytosurge warrants that the products it delivers are free from manufacturing and material defects; meaning, inter alia, that no warranty is due if defects arise after transfer of risk, in particular resulting from alteration and misuse by customer or failing to handle the products according to Cytosurge's instructions. Cytosurge does not warrant that the products satisfy the requirements and objectives of the customer and its end-purchasers. Responsibility for the correct selection and use of the products, as well as the intended or achieved outcomes, shall lie with the customer or its end-purchasers respectively. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES,

EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

- 5.2 Should the products delivered to the customer be defective, the customer must notify Cytosurge in writing within five (5) days of receipt of the Products. Should any defects be discovered later that would not be ascertained upon a normal inspection of the Products, the customer must notify Cytosurge in writing within five (5) days of their discovery.
- 5.3 The customer may only request that the defect be remedied by Cytosurge or, if not possible a replacement. The customer shall not dispose of the defective product before having received instructions by Cytosurge. Cytosurge may either demand that defective product shall be sent back (at Cytosurge's expense) or that it should be destroyed (at customer's expense). A defective product does not release the customer from his duty to pay the purchase price.
- 5.4 TO THE EXTENT PERMITTED BY LAW CYTOSURGE SHALL BEAR NO LIABILITY UNDER, OR FOR BREACH OF, THIS AGREEMENT. IN NO EVENT WILL CYTOSURGE BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS BY CUSTOMER EVEN IF CYTOSURGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CYTOSURGE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE.
- 5.5 Subject to appropriate notice under section 5.2 above, warranty claims for defects of the products shall lapse upon expiry of 12 months after the customer has taken delivery.

6. Confidentiality

The customer undertakes to treat as strictly confidential all non-public information, know-how, data, materials and knowledge concerning Cytosurge, the products, customers or other business and trade secrets of Cytosurge made accessible or disclosed to it or otherwise brought to its attention, and not to use it or cause it to be used for purposes other than fulfilment of its contractual obligations.

7. Intellectual Property Rights

Cytosurge retains in full all its intellectual property rights, in particular all patent and design rights, copy-rights, trademarks, and trade secrets, all rights to its name and the company name, as well as any and all rights to the Products, Cytosurge know-how, and all technical and commercial documents made available to the customer such as drawings, diagrams, and promotional material ("Cytosurge Intellectual Property"). Unless specifically authorized in this contract, Cytosurge does not grant the customer any license or other right to exercise Cytosurge Intellectual Property without Cytosurge's

express prior written consent. Customer shall not, and shall not help others, reverse engineer any Product and Services or any portion thereof.

8. Limited Rights

- 8.1 If not explicitly agreed upon otherwise in writing, Cytosurge solely grants to Customer a limited, non-transferable right of Cytosurge Intellectual Property to the extent required (though not necessarily sufficient) to use the Products delivered by Cytosurge for Customer's internal research purposes. However, this does not remove the Customer's responsibility to determine which intellectual property rights held by third parties may restrict the use of the Products delivered by Cytosurge for a particular application. Cytosurge accepts no liability for the Customer's failure to do so.
- 8.2 Cytosurge does not grant any licence, whether explicit or implicit, to Customer to use the Products for any commercial application, including but not limited to manufacturing, providing services to third-parties, re-selling the Products or any components thereof or selling results generated from the Products.

9. Force Majeure

- 9.1 In the event of force majeure, i.e. events outside the control of the affected party, which significantly impair or render impossible the proper provision of its services under this supply contract, such as administrative orders and measures, business interruption, industrial disputes, transport problems, natural disasters, pandemics and epidemics etc., the party affected shall as quickly as possible notify in writing the other party of the nature of the event and its likely duration.
- 9.2 With the exception of payment obligations, the affected party shall be released from the proper provision of its services for the duration of the event affecting it. However, once the event comes to an end, the affected party shall resume the provision of its services without delay.
- 9.3 The parties shall make commercially reasonable efforts in good faith to reduce the effects of a force majeure event as far as possible.

10. Termination

Cytosurge is entitled to terminate the contract for good cause at any time in writing without notice. Any circumstance that makes it unreasonable, in good faith, for Cytosurge to abide by the contract, in particular if customer files a petition in bankruptcy, or enters into an agreement with its creditors, or applies for or consents to the appointment of a receiver or trustee, or makes an assignment for the benefit of creditors, or becomes subject to involuntary proceedings under any bankruptcy or insolvency law (which proceedings remain undismitted for sixty (60) days).

11. **Export Control**

Customer acknowledges that deliveries may be subject to domestic and/or foreign export control requirements and thus may not be sold, otherwise transferred or used for any purpose other than the agreed purpose without an export or re-export permit from the competent authority.

12. **Choice of Law and Jurisdiction**

12.1 These GTC shall be governed exclusively by the laws of the Country of Switzerland, excluding that body of laws dealing with conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (the Vienna Convention) shall be excluded and does not apply to these GTC. The Incoterms rules 2020 shall apply.

12.2 The customer agrees to submit to the exclusive jurisdiction of the courts in **Zurich, Switzerland**. Cytosurge reserves the right to assert claims at the Customer's place of business.

Part B: Specific Provisions for CellEdit Products

This section outlines specific provisions that apply only to customers engaging with Cytosurge's CellEDIT CRISPR Cell Line Engineering Services. These services include, inter alia, custom CRISPR cell line engineering through direct intra-nuclear delivery, herein referred to as the "CellEdit Business" respectively the "CellEdit Products". Part A of these GTC apply to the CellEdit Business also, except where this Part B establishes divergent provisions.

13. CellEdit Products Warranty and Liability

- 13.1 Cytosurge guarantees that the CellEdit Products will conform to the specifications detailed in the accompanying product data sheets, provided they are used under the conditions recommended either in these product data sheets or in writing by Cytosurge's laboratory experts. THIS WARRANTY IS EXCLUSIVE AND CYTOSURGE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. CYTOSURGE DOES NOT WARRANT THAT THE CELLEDIT PRODUCTS SATISFY THE REQUIREMENTS AND OBJECTIVES OF RELATED TO CUSTOMERS EXPERIMENTAL RESULTS. THE RESPONSIBILITY FOR THE CORRECT SELECTION AND USE OF THE CELLEDIT PRODUCTS AND ANY RESULTS OBTAINED LIES WITH THE CUSTOMER.
- 13.2 Cytosurge's warranty is not effective if Cytosurge determines that the CellEdit Products have been altered, misused, or have not been used under the recommended usage conditions specified either in the product data sheets or by the Cytosurge's laboratory experts, or if defects to the CellEdit Products result from misuse, neglect, or accident.
- 13.3 Should the CellEdit Products be defective, the customer must notify Cytosurge in writing within five (5) days of receipt. Should any defects be discovered later that would not be ascertained upon a normal inspection of the CellEdit Products, the customer must notify Cytosurge in writing within five (5) days of their discovery.
- 13.4 If CellEdit Product is defective, the customer's exclusive remedy will be the replacement of such CellEdit Product, although, at Cytosurge's discretion, Cytosurge may provide a credit or refund. Cytosurge reserves the right to demand that the defective CellEdit Product be sent back at Cytosurge's expense, or that it should be destroyed at the customer's expense.
- 13.5 TO THE EXTENT PERMITTED BY LAW CYTOSURGE SHALL BEAR NO LIABILITY UNDER, OR FOR BREACH OF, THIS AGREEMENT. IN NO EVENT WILL CYTOSURGE BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE ENGINEERED CELL PRODUCTS BY THE CUSTOMER OR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE.
- 13.6 CellEdit Products are eligible for return solely in cases of warranty breach as outlined in these GTC. Cytosurge must approve all return requests; returns will not be accepted

without prior written consent. Cytosurge retains the authority to examine a sample of the CellEdit Product before approving any return and may refuse the return if the issue arises from improper use or any other reason specified as an exclusion in these GTC.

- 13.7 Subject to appropriate notice under section 13.3 above, warranty claims for defects of the CellEdit Products shall lapse upon expiry of 6 months after the customer has taken delivery.

14. CellEdit Product Use and Restriction

- 14.1 **Research Use Only:** Unless a written agreement states otherwise and is approved by an authorized representative of Cytosurge, all CellEdit Products are intended exclusively for INTERNAL RESEARCH USE BY THE CUSTOMER. THEY ARE NOT MEANT FOR CLINICAL, THERAPEUTIC OR DIAGNOSTIC USE IN HUMANS OR ANIMALS OR FOR OTHER COMMERCIAL ENDEAVORS. Cytosurge does not submit CellEdit Products for testing or regulation by any government or organizational body, nor does it validate them for clinical, therapeutic or diagnostic use, safety, or efficacy. It is the customer's sole responsibility to ensure that their use of the CellEdit Products adheres to all applicable laws, regulations, and governmental policies, and to secure all necessary approvals, intellectual property rights, licenses, and permissions related to such use.
- 14.2 **Suitability and Safety:** The customer alone is responsible for ensuring the suitability of the CellEdit Products for their specific use and for carrying out any research required to understand the potential risks associated with their use. The customer is also required to inform their employees and any other parties they allow to use the CellEdit Products about any risks associated with their use or handling. The customer agrees to adhere to any usage instructions provided by Cytosurge and to avoid misuse of the CellEdit Products.
- 14.3 **No Reverse Engineering:** The Customer is not allowed to deconstruct or reverse engineer the CellEdit Products.
- 14.4 **No Distribution:** The customer is prohibited from reselling, transferring, or distributing the CellEdit Products to any third party. However, the customer is allowed to transfer the CellEdit Products to (1) a third-party service provider conducting research on behalf of the customer, or (2) a third-party collaborator under a written collaboration agreement for the purpose of assisting the customer's research project. This is permissible only if the third party agrees in writing to adhere to these GTC concerning usage, confidentiality, and intellectual property rights.
- 14.5 **Limited Use:** The customer acknowledges that the CellEdit Products come with limited-use label licenses, intended use statements, limited-use statements, or other usage or license restrictions mentioned in the following section of these GTC or elsewhere in the relevant quotation, on the product labels, or otherwise made accessible to the Customer by Cytosurge ("Label Licenses"). The customer agrees to abide by these Label Licenses.

15. Limited Use Label License ("LULL")

- 15.1 Certain commercial entities and/or activities performed at commercial entities may require additional contract rights from ERS Genomics Limited ("ERS") which are not granted through the purchase of the CellEdit Product. For additional information please see <https://ersgenomics.com/licensing/>.
- 15.2 The customer receives a non-exclusive, non-transferable license for use of the CellEdit Product, Progeny (meaning any unmodified descendant form of the CellEdit Product), Modifications (meaning any modifications of the CellEdit Product) and Unmodified Derivatives (meaning any substances created by the customer which constitute an unmodified functional subunit or product expressed by the CellEdit Product) for RESEARCH USE ONLY, which, except as expressly excluded below, includes use to discover and develop any product, including therapeutic products, which may then be sold to third parties, provided, however, that such products do not incorporate the CellEdit Product, Progeny, Modifications, or Unmodified Derivatives.
- 15.3 No Commercial Use is allowed. "Commercial Use" means any and all commercial uses of the CellEdit Product, Progeny, Modifications or Unmodified Derivatives thereof, or any modified cells or organisms created through use of the foregoing, including but not limited to:
1. Sale, whether or not such sale is limited for use in research;
 2. provision of a service to a third party;
 3. use in any diagnostic, preventative, or therapeutic treatment of humans;
 4. use in any commercial veterinary, livestock or agricultural application; and
 5. use in preclinical or clinical testing of the CellEdit Product, Progeny, Modifications or Unmodified Derivatives that is intended to generate data for submission to the U.S. Food and Drug Administration (or an equivalent foreign regulatory agency) for approval of the Product, Progeny, Modifications or Unmodified Derivatives as a therapeutic, diagnostic, or prophylactic; and
 6. manufacturing of a product for sale.
- 15.4 For clarity, "Commercial Use" excludes the customer's internal research uses unless such uses are expressly excluded by clause (1) through (6) above.
- 15.5 Sale of the CellEdit Product to the customer grants no rights to intellectual property rights of ERS except for the limited license set forth herein. The customer shall have no right to grant sub-licenses under this license. The CellEdit Product, Progeny, Modifications or Unmodified Derivatives thereof, licensed to the customer must at all times remain in the possession of the customer, except for a transfer to a scientific collaborator solely to conduct its collaborative research with the customer or to a service provider to perform services solely on behalf of the customer, provided, in each case, that such scientific collaborator or service provider has agreed in writing to use such transferred materials only for such purpose and to not further transfer such materials.
- 15.6 ERS Genomics Limited is an intended third-party beneficiary under this LULL.

16. Intellectual Property Rights

- 16.1 The purchase of CellEdit Products conveys to the customer the right to use such CellEdit Products subject these GTC including the applicable Label Licenses, but not the right to make such CellEdit Products. Cytosurge grants to the customer a limited, non-exclusive, non-transferable license to use any intellectual property rights owned by Cytosurge contained in the CellEdit Products purchased by the customer only to the extent such license is required for the customer's use of such CellEdit Products for its internal research purposes and in compliance with the contract, including any applicable Label Licenses. No other intellectual property rights are conveyed and the customer acknowledges that Cytosurge is not restricted in any manner from making, using or supplying the same or similar products to other customers. However, Cytosurge will treat the customer's specific interest in the CellEdit Product as confidential.
- 16.2 All intellectual property rights in the CellEdit Products and in any know-how used for CellEdit Products remain with Cytosurge and its licensors. The customer will own all intellectual property that arises from customer's use of the CellEdit Products (provided such use is consistent with the terms of this contract) and the customer will have the right to seek patent protection on any such intellectual property that is patentable.
- 16.3 No rights or licenses to Cytosurge's intellectual property are implicitly or explicitly granted, except as clearly specified here. The sale of the CellEdit Products does not confer any third-party intellectual property licenses or immunities, unless a Label License specifically states otherwise. The customer is responsible for determining and acquiring any necessary third-party intellectual property rights related to its use of the CellEdit Products.

17. Indemnification

The customer indemnifies Cytosurge against any liability including reasonable attorneys' fees and costs which may incur in connection with any third party claims arising out of (a) the customer's use or modification of a CellEdit Product, (b) Cytosurge's provision to customer of a CellEdit Product Cytosurge makes pursuant to the customer's instructions, specifications, or other directions, (c) the customer's breach of the contract, including without limitation section 14 (Product Use and Restrictions) and any applicable Label Licenses or the customer's failure to acquire any applicable additional rights related to its use of the CellEdit Products.