

NANOPHARM LTD. TERMS AND CONDITIONS

This Agreement ("Agreement") is made and entered into as of the Effective Date by and between **Nanopharm, LTD.** ("Nanopharm"), a company incorporated in England, with its registered office at 5 Bruntcliffe Avenue, Morley, Leeds, England LS27 0LL, and **Customer**. Collectively, Nanopharm and Customer are referred to as the "Parties."

1. Services. In consideration of the Fees described in the applicable Quotation or Statement of Work ("SOW"), Nanopharm shall use commercially reasonable efforts to perform the services ("Services") as described in the applicable Quotation or SOW. Services may include, but are not limited to, performance of work, studies, testing, or analytical services related to pharmaceutical development. The specific scope of Services, including any Deliverables, Fees, and timelines, shall be set out in the applicable Quotation or SOW agreed to by the Parties.

2. Customer Obligations. The Customer agrees to cooperate fully with Nanopharm in the performance of the Services. This includes, but is not limited to, providing any materials, data, documentation, and information reasonably required by Nanopharm to perform the Services as outlined in the Quotation or SOW. The Customer shall provide access to its personnel and resources as necessary to facilitate Nanopharm's performance and shall deliver any required Customer Materials without undue delay. Any failure by the Customer to provide the necessary cooperation may result in an extension of time for Nanopharm to complete the Services, without limiting Nanopharm's rights under this Agreement or applicable law. The Customer shall also be responsible for the costs of all specialty chemicals, reference standards, and Customer-specific purchases, unless supplied to Nanopharm as part of the Customer Materials.

3. Pricing and PPI Adjustment.

3.1 The total cost for the Services shall be as set forth in the applicable Quotation or SOW. Nanopharm shall invoice the Customer according to the payment schedule specified in the Quotation or SOW. All invoices are payable within thirty (30) calendar days of receipt. In addition to the Fees, the Customer shall be responsible for all applicable taxes and

any reasonable expenses incurred by Nanopharm in connection with the Services, such as travel or material costs, as outlined in the Quotation or SOW.

3.2 If the Services extend beyond six (6) months from the date of the Agreement, Nanopharm reserves the right to adjust the Fees based on inflation, using the UK Service Producer Prices Index (PPI) as the standard for such adjustments. Any adjustments will reflect the inflation rate over the preceding twelve (12) months and will be communicated to the Customer in writing before taking effect.

4. Deliverables and Acceptance.

Nanopharm will deliver the results and reports ("Deliverables") as specified in the Quotation or SOW. The Customer shall have ten (10) days from receipt of the Deliverables to notify Nanopharm of any deficiencies or non-conformities. If no notification is provided within this period, the Deliverables will be deemed accepted. In case of defects, Nanopharm's sole obligation will be to re-perform the affected Services or replace the affected Deliverables at no additional cost.

5. Deliverables Restrictions.

5.1 The Customer agrees to use the Deliverables solely for its internal purposes and any regulatory submissions, as specified in the Quotation or SOW. The Deliverables may not be distributed, sublicensed, or otherwise transferred to any third party without Nanopharm's prior written consent. The Customer further agrees not to reverse engineer, decompile, or disassemble any aspect of the Deliverables or any related materials provided by Nanopharm, except as may be expressly permitted by applicable law.

5.2 Deliverables that contain Nanopharm's proprietary methods, technologies, or intellectual property shall remain the exclusive property of Nanopharm and are provided solely for the purpose of fulfilling the obligations of this Agreement. The Customer shall not use or disclose the Deliverables for any commercial purposes, including the sale or transfer to third parties, without Nanopharm's prior written consent.



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6. Subcontracting. Nanopharm reserves the right to subcontract any part of the Services to its Affiliates or to third-party subcontractors. Nanopharm will remain fully responsible for the acts and omissions of any subcontractors or Affiliates as if they were its own. Any subcontracting will not relieve Nanopharm of its obligations under this Agreement. Nanopharm shall ensure that any subcontractors are bound by obligations of confidentiality and data protection that are at least as strict as those set forth in this Agreement.

7. Intellectual Property Rights. Nanopharm retains ownership of all intellectual property rights related to its methodologies, processes, technologies, and tools used or developed during the performance of the Services ("Nanopharm IP"). The Customer will have rights to the Deliverables for internal use, as set forth in the applicable Quotation or SOW, but no ownership rights over Nanopharm IP are transferred. Any new intellectual property developed specifically for the Customer during the Services will be owned by the Customer, provided it does not include or incorporate Nanopharm IP.

8. Confidentiality. Each Party agrees to maintain the confidentiality of all information provided by the other Party, whether in written, digital, or other form ("Confidential Information"). Confidential Information may not be disclosed to third parties without the express written consent of the disclosing Party, except as needed to fulfill the obligations under this Agreement. This confidentiality obligation will survive the termination or expiration of this Agreement for a period of ten (10) years.

9. Data Protection (GDPR Compliance). Both Parties shall comply with all applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 ("GDPR"). Each Party shall process any personal data received under this Agreement only for the purposes of performing its obligations under this Agreement. The Customer represents and warrants that it has obtained all necessary consents and permissions to provide personal data to Nanopharm for processing. Nanopharm shall implement appropriate technical and organizational

measures to ensure the security and confidentiality of any personal data it processes on behalf of the Customer. In the event of a data breach involving personal data, Nanopharm shall notify the Customer without undue delay and provide reasonable cooperation in addressing the breach.

10. Force Majeure. Neither Party shall be liable for any delay or failure in performance of its obligations under this Agreement if such delay or failure arises from events beyond its reasonable control, including but not limited to acts of God, pandemics, government actions, war, terrorism, labor strikes, or failure in utilities or internet service ("Force Majeure Event"). The affected Party shall promptly notify the other Party in writing of the Force Majeure Event and use commercially reasonable efforts to resume performance as soon as possible. If the Force Majeure Event continues for more than thirty (30) days, either Party may terminate this Agreement by providing written notice to the other Party.

11. Dispute Resolution. In the event of any dispute arising out of or in connection with this Agreement, the Parties shall first attempt to resolve the dispute amicably through good faith negotiations. If the Parties are unable to resolve the dispute within thirty (30) days, either Party may submit the dispute to arbitration in accordance with the rules of the London Court of International Arbitration. The arbitration shall be conducted in London, and the language of arbitration shall be English. The decision of the arbitrators shall be final and binding on the Parties, and judgment upon the award rendered may be entered in any court having jurisdiction.

12. Warranties on Compliance with Laws. Each Party represents and warrants that it shall comply with all applicable laws, regulations, and industry standards, including but not limited to anti-bribery, anti-corruption, data protection, and export control laws, in performing its obligations under this Agreement. Each Party further warrants that it has the right and authority to enter into this Agreement and that its performance of this Agreement will not infringe the intellectual property rights of any third party.

13. Limitation of Assignment. Neither Party may assign or transfer any of its rights



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or obligations under this Agreement without the prior written consent of the other Party, except that Nanopharm may assign this Agreement to any of its Affiliates without Customer's consent, provided that Nanopharm remains liable for the performance of the obligations under this Agreement.

14. Publicity. Neither Party shall use the other Party's name, trademarks, or logos in any marketing materials, publications, or press releases without the prior written consent of the other Party, except as required by applicable law or regulation. Any press releases or announcements related to this Agreement shall require the prior written approval of both Parties.

15. Limitation of Liability. Nanopharm's liability under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount of Fees paid by the Customer in the twelve (12) months preceding the claim. Nanopharm shall not be liable for any indirect, incidental, or consequential damages, including loss of profits or business interruption.

16. Termination.

16.1 Either Party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other Party. Either Party may terminate this Agreement with immediate effect if the other Party commits a material breach and fails to cure such breach within thirty (30) days of receiving written notice. In the event of termination for breach, the non-breaching Party shall be entitled to pursue all available legal and equitable remedies.

16.2 Without breach, Nanopharm may terminate this Agreement with immediate effect if the Customer fails to pay any amounts due under this Agreement, and such payment is not made within fourteen (14) days after receiving written notice of the overdue payment. Upon termination, Nanopharm shall be entitled to retain any amounts previously paid by the Customer for Services rendered up to the date of termination, and the Customer shall pay for all Services and costs incurred up to that point.

16.3 Upon termination of this Agreement, for any reason, each Party shall promptly return or destroy all Confidential Information of the

other Party in its possession. The Customer shall pay Nanopharm for any Services performed up to the termination date. Termination of this Agreement shall not relieve either Party of its obligations under the provisions that expressly survive termination, including those related to confidentiality, intellectual property, and limitations of liability.

17. Miscellaneous.

17.1 The Customer shall comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 (UK), the Foreign Corrupt Practices Act (US), and any other applicable laws or regulations in the jurisdictions where the Parties operate. The Customer shall not engage in any activity, practice, or conduct that would constitute an offense under such laws if the activity, practice, or conduct had been carried out in those jurisdictions. A breach of this clause will be deemed a material breach of this Agreement.

17.2 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each Party.

17.3 No failure or delay by either Party in exercising any right or remedy under this Agreement shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No waiver of any provision under this Agreement will be effective unless it is in writing and signed by the Party giving it.

17.4 If any provision of this Agreement is found by any court or authority to be invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. The Parties shall use reasonable endeavors to agree on a valid, enforceable replacement provision that achieves, as far as possible, the intended commercial result of the original provision.

17.5 This Agreement does not create, and shall not be construed as creating, any partnership, joint venture, or agency relationship between the Parties.



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17.6 No third party shall have any rights under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999, except where expressly stated otherwise.

17.7 This Agreement, together with any documents referred to herein, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, understandings, and arrangements, whether written or oral. The Customer acknowledges that it has not relied on any representation, warranty, or undertaking other than those expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

17.8 Neither Party may assign, transfer, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other Party, except that Nanopharm may assign its rights to any of its Affiliates. Any attempted assignment in breach of this provision shall be void and of no effect.

17.9 Any notice given under this Agreement shall be in writing and shall be delivered by hand, sent by pre-paid recorded delivery or by courier, or sent by email. A notice shall be deemed to have been received: (i) if delivered by hand, at the time of delivery; (ii) if sent by recorded delivery or courier, at the time and date of the delivery acknowledgment; or (iii) if sent by email, on receipt of a read receipt or confirmation of receipt.

17.10 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of England and Wales. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter.



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