GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

Effective Date: May 1st, 2026

1. DEFINITIONS

1.1. The following definitions shall apply in these Terms and Conditions

"Affiliate" means, with respect to a Party, any corporation or other legal entity, directly or indirectly, controlled by, controlling or under common control with a party; and the term "control" shall mean direct or indirect ownership of the voting stock or securities (or other comparable ownership interest) of more than fifty percent (50%) of such corporation or legal entity, or the power to direct or cause the direction of the management and policies of such corporation or legal entity, directly or indirectly, through ownership of stock, by contract or otherwise;

"**Agreement**" means the agreement between mAbxience and Supplier for the purchase of Goods and/or Services, consisting of the Purchase Order; these Terms and Conditions; the compliance schedule (as applicable); Specification (as applicable); and any other documents (or parts thereof) specified in the Purchase Order.

"**Applicable Laws**" means all laws, statutes, ordinances, codes, rules and regulations as applicable, to which a party to this Agreement is subject to and which are in force as of the Effective Date or come into force during the Term in each case to the extent that the same are applicable to the performance by the parties of their respective obligations under this Agreement;

"**Authority"** means any local, national, multinational, governmental or non-governmental authority, statutory undertaking or public or regulatory, administrative, fiscal or judicial body or body corporate which has any jurisdiction, control or influence over a party or which has responsibility for providing any decision, consent or license which is required in order for a party to fulfil its obligations in accordance with and pursuant to this Agreement

"**Charges**" means the amounts payable for the Goods supplied and/or Services performed in accordance with this Agreement.

"**Confidential Information**" means the terms and conditions of this Agreement as well as all proprietary information delivered or disclosed either orally or in written form, that may be technical information, marketing, business and financial information, scientific data, information marked as confidential and all other information which a reasonable person would treat confidentially that relates to the Agreement or the business of a party;

"**Day**" means a calendar day, unless expressly stated otherwise (including, without limitation, as a "business day" or "working day").

"**Deliverables**" means all work product that Supplier develops or is required to develop for mAbxience under the Agreement or as part of the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

"**Force Majeure Event**" means an occurrence beyond the control and without the fault or negligence of the party affected and which that party is unable to prevent or provide against by the exercise of reasonable diligence, including acts of God, fire, flood, earthquake, unusually severe weather or elements of nature, war, embargo, riot, civil disorder, rebellion or revolution, epidemic, pandemic or any law or action taken by a governmental or public authority, including without limitation imposing an export or import restriction, quota or prohibition;

"**Goods**" means the items (if any) set out in the Purchase Order to be purchased by mAbxience from the Supplier.

"**Intellectual Property Rights"** or "**IPR**" means (i) patents, utility models, innovation patents, petty patents, inventions, designs (whether registered or unregistered), copyright and related rights, database rights, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) domain names, applications, extensions and renewals in relation to any of these rights; and/or (iii) all other rights of a similar nature or having an equivalent effect (anywhere in the world), including, but not limited to trade secrets, proprietary information or data (including, without limitation, any regulatory filings and related data), or any application for any of the foregoing, or any other forms of comparable property rights protected by Applicable Laws and any and all rights under the regulations on intellectual, industrial and/or copyright property rights.

"**Losses**" means all losses, liabilities, costs (including legal costs), charges, fines, expenses, actions, procedures, claims, demands and damages (including the amount of damages awarded by a court of competent jurisdiction);

"**Mabxience**" means Mabxience Research S.L. and any of its Affiliates.

"**Packaging**" means all packaging for or relating to the Goods, including all bags, cases, carboys, cylinders, drums, pallets and other containers where relevant.

"**Personnel**" means any employee, agent, subcontractor (including any subcontractor employee or agent) and other representative of a party or its Affiliate

"**Purchase Order**" means the purchase order placed by mAbxience whether in writing, electronically or otherwise setting forth mAbxience requirements for the supply of the Goods and/or the performance of the Services.

"**Quality Assurance Agreement"** or "**QAA** means the quality assurance agreement(s) between the parties or their Affiliates that relate to the Goods and/or Services described in the Purchase Order.

"**Services**" means the Services (if any), including any Deliverables, specified in the Purchase Order.

"**Specifications**" means the written specification for the Goods or Services, including those set forth in any applicable QAA, that is either supplied by mAbxience to Supplier or produced by Supplier and agreed in writing by mAbxience.

"**Supplier**" means the individual or legal entity that has delivered or will deliver Goods to mAbxience or provide Services of any kind to mAbxience.

"**Terms and Conditions**" means the terms and conditions set out in this document, except as amended from time to time in accordance with clause 20.2.

2. ACKNOWLEDGEMENT AND ACCEPTANCE BY SUPPLIER

2.1. These Terms and Conditions apply to the purchase by mAbxience from Supplier of Goods and Services and are incorporated by reference into the Purchase Order, to the exclusion of all terms and conditions which are implied by trade, custom, practice or course of dealing, or which are endorsed upon any correspondence or documents issued by Supplier irrespective of their date of communication to mAbxience.

2.2. By accepting the Purchase Order, the Supplier agrees to be bound by these Terms and Conditions to the entire exclusion of all other terms and conditions; provided, however, the terms and conditions in any separately negotiated and signed written contract entered into by the parties in respect of the Goods or Services identified in the Purchase Order will overrule these Terms and Conditions.

2.3. These Terms and Conditions may be varied only by written agreement between the parties.

2.4. The Supplier´s quotation for Goods and/or Services constitutes an offer to supply the Goods according to these Terms and Conditions. No offer placed by the Supplier shall be accepted other than by mAbxience issuing a Purchase Order, at which point, the supply and purchase of the Goods and/or Services according to these Terms and Conditions shall be established.

2.5. The Supplier agrees that mAbxience shall not be bound by any minimum purchase commitments in respect to the purchase of Goods and/or Services.

3. SUPPLIER RESPONSIBILITIES

General (Goods and Services)

3.1. Supplier represents, warrants and undertakes to mAbxience that it shall:

a) comply with all Applicable Laws and Supplier´s performance will not violate any agreement or obligation between Supplier and any third party.
b) provide the Goods and/or the Services in accordance with these Terms and Conditions.
c) ensure that the Goods and/or the Services comply with the descriptions, standards and specifications of the Purchase Order and that it shall.
d) obtain and maintain all the necessary licenses and consents required to supply the Goods and/or perform the Services.

3.2. If the Supplier is unable to supply the Goods and/or perform the Services for any reason, it will immediately notify mAbxience in writing of this fact giving the reason and the likely duration of the inability, but this shall be without prejudice to any rights or remedies available to mAbxience.

3.3. The Supplier shall always comply with all reasonable requests and directions of mAbxience and any other third party working with (and authorized by) mAbxience.

Supply of Goods

3.4. Supplier shall ensure that the Goods:

a) shall be of satisfactory quality, and, where they are manufactured goods, are free from defects in design, materials and workmanship, and shall comply with any quality agreement agreed to by the parties.
b) Conform to the quantities, quality, standards, descriptions, stipulations, drawings, samples, patterns and Specifications set out or referred to in the Purchase Order or as otherwise agreed between the parties.
c) are fit for any purpose held by the Supplier or made known to it either expressly or implicitly by mAbxience.
d) comply with all Applicable Laws relating to the manufacture, Packaging, labelling, supply and sale of the Goods at the time when the same are supplied.
e) are packaged and labelled in a manner suitable for transit and storage to enable them to reach their destination in good condition, protected against any unauthorized interference during storage, loading or transport and that it will obtain for mAbxience's benefit, all unexpired manufacturer warranties relating to the Goods.
f) are accompanied by a delivery note (and any other delivery documentation specified in the Purchase Order, QAA or otherwise in these Terms and Conditions), showing the date of the Purchase Order, the Purchase Order number, the type and quantity of Goods being delivered, the manufacturing batch number and the shelf-life (if applicable) or the manufacturing date, special storage instructions (if any) and indication whether the Goods are dangerous or not.

3.5. Supplier shall notify mAbxience in the event of any change to the Goods, including change to design, materials, formulation and/or manufacturing site. Such notifications shall be sent to the email address specified in the Purchase Order.

Provision of Services

3.6. Supplier represents and warrants that the Services:

a) shall correspond with their description and any applicable Specifications set out or referred to in the Purchase Order, or as otherwise agreed between the parties.
b) are fit for any purpose held by the Supplier or made known to it either expressly or implicitly by mAbxience.
c) will meet any performance dates, key performance indicators or service levels as set out in the Specifications or otherwise notified by mAbxience to the Supplier.
d) shall be performed and the respective Deliverables provided in a professional and diligent manner, using reasonable skill and care and in accordance with industry standards and best practices.
e) shall be performed by Supplier Personnel and duly appointed subcontractors who are suitably qualified, appropriately trained, experienced and in sufficient number to perform the Services.
f) will be free from defects in workmanship, installation and design.

4. DELIVERY, RISK AND TITLE

4.1. Suppliers shall deliver the Goods in accordance with the Incoterm 2020 rule specified in the Purchase Order. If no Incoterm is specified on the Purchase Order, Supplier will deliver the Goods at the named place for delivery and to the named person for delivery specified on the Purchase Order in accordance with the Incoterm 2020 Delivery Duty Paid rule ("DDP").

4.2. Time of delivery of the Goods and/or performance of the Services shall be of the essence for these Terms and Conditions. Supplier shall promptly inform mAbxience should there be any delay in delivery.

4.3. If Supplier fails to meet any agreed delivery date, then mAbxience may (without prejudice of any other rights or remedies it may have):

a) Terminate the Purchase Order, including these Terms and Conditions, in whole or in part, without liability to mAbxience.
b) Refuse to accept any subsequent performance and/or supply of the Goods/Performance of the Services, which the Supplier attempts to make.
c) Purchase substitute Goods from elsewhere.
d) Hold the Supplier accountable for any loss and additional costs incurred; and
e) Have all sums previously paid by mAbxience to the Supplier under the Agreement refunded by the Supplier

4.4. Full legal and beneficial title and risk in the Goods will transfer to mAbxience on completion of the delivery of the Goods in accordance with clause 4.1, subject to any contrary term or Incoterm specified in the Purchase Order.

4.5. Supplier will not deliver the Goods in installments without mAbxience prior written consent. Where it is agreed that Goods are to be delivered in installments, Goods may (at mAbxience´s option) be invoiced and paid for separately; provided, however that, failure by Supplier to deliver any one instalment on time or at all, or any defect in an instalment will entitle mAbxience to the remedies set out in clause 10 (without prejudice to other mAbxience rights and remedies).

4.6. Supplier shall ensure that the Goods meet any applicable acceptance criteria required by mAbxience. mAbxience shall have a reasonable amount of time and in any event no less than thirty (30) Days to visually inspect and/or test the Goods following delivery.

4.7. mAbxience shall be entitled to reject the Goods (i) if they do not meet the Specifications, acceptance criteria (if applicable) or the terms of this Agreement, (ii) following acceptance, within a period of thirty (30) Days of discovery of any latent defect in the Goods.

5. INTELLECTUAL PROPERTY RIGHTS ("IPR")

5.1. All IPR belonging to a party prior to the execution of this Agreement ("Background IPR") shall remain vested in that party. For clarification purposes, the Agreement does not convey the granting of any license rights, either express or implied, to any IPR unless expressly stated in the Agreement.

5.2. Supplier grants to mAbxience a worldwide, royalty-free, non-exclusive, perpetual, irrevocable, fully paid-up, royalty-free license to its IPR (with the right to grant sub-licenses) to use, modify, develop or otherwise exploit the Deliverables and Goods (including any and all IPR embedded in the Goods and/or Services). Such license shall also enable mAbxience to enjoy the full benefit of ownership of the Goods and/or the Deliverables and/or perform its obligations or exercise its rights under this Agreement.

5.3. mAbxience hereby grants Supplier a non-exclusive, non-transferable, revocable, fully paid-up, royalty-free license to mAbxience´s IPR to the extent necessary for Supplier to provide the Goods and Services and so far as mAbxience is free and able to do so. Supplier shall have no right to sublicense the same, except to any approved Subcontractor and no right to reverse engineer or decompile such IPR, except as expressly permitted by mAbxience

5.4. Supplier represents and warrants to mAbxience that the performance of its obligations under this Agreement and mAbxience receipt and use of the Services, any IPR provided or made available, any Confidential Information disclosed to it by Supplier, any of the Goods and the exercise of any rights granted by Supplier to mAbxience will not infringe or cause any member(s) of mAbxience to infringe any IPR or any other rights of any third party.

5.5. Supplier will promptly disclose and deliver to mAbxience, in writing, any inventions, works of authorship (including software), improvements, developments or discoveries conceived, authored, made or reduced to practice by or on behalf of Supplier, either solely or in collaboration with others, created under the Agreement or in connection with the Services ("Foreground IPR"). Foreground IPR will be the absolute property of mAbxience and to the extent that Foreground IPR is capable of prospective assignment. Supplier hereby assigns with full title guarantee all right, title and interest in and to the Foreground IPR to mAbxience.

6. RECALL

6.1. If mAbxience is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any Goods from the market (Recall Notice) it shall notify the Supplier in writing and attach a copy of the Recall Notice.

6.2. In the event that a recall of the Goods is necessitated by defect, Goods being unsafe, a failure to conform to the Specifications, Applicable Laws or any other reason within the Supplier's control, the Supplier shall bear all costs and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, costs of returning goods, lost profits, and other expenses incurred to meet obligations to third parties.

6.3. In such event, mAbxience shall, at Supplier´s cost:

a) comply with any Recall Notice; and
b) give such assistance as Supplier reasonably requires to withdraw the Goods from the market.

7. AUDIT AND INSPECTION

Supplier shall allow mAbxience´s employees, officers, agents, consultants, sub-contractors and regulators to access (whether remotely or otherwise) its premises and/or records and information during normal business hours and on reasonable notice. Supplier shall co-operate fully with mAbxience´s employees, officers, agents, consultants, sub-contractors and regulators (and shall procure access for mAbxience to its Personnel as necessary) in relation to any reasonable request for information concerning such compliance which includes permitting copying of records and documents and taking such copies away.

8. PRICE AND PAYMENT TERMS

8.1. The price for the Goods or Services is the price set out in the Purchase Order. The price is exclusive of VAT (Value Added Tax) (where applicable) and, unless otherwise agreed in writing, inclusive of the costs of all Packaging, delivery and insurance.

8.2. Unless otherwise agreed, Supplier shall invoice mAbxience for Goods on or at any time after the completion of delivery in compliance with the Agreement, and for Services, upon completion of the Services in compliance with the Agreement. The correct Purchase Order number must be quoted on all invoices, and mAbxience will accept no liability whatsoever for invoices, delivery notes or other communications that do not bear such Purchase Order number.

8.3. Unless the invoice is disputed by mAbxience or if the Goods or the Services have not been delivered or completed in accordance with the Agreement, mAbxience will pay invoices within such period as specified in the Purchase Order, which term will run from the date of receipt of the relevant, accurate, complete and audit-worthy invoice by mAbxience. VAT (or any other equivalent tax), where applicable, will be shown separately on all invoices as a strictly net extra. If mAbxience disputes invoiced sums in good faith, mAbxience may withhold payment of the disputed sums (without prejudice to any other rights or remedies it may have) pending resolution of the dispute by the parties.

8.4. If mAbxience disputes any sums set out in an invoice, it will notify Supplier in writing as soon as possible and Supplier shall submit an invoice to mAbxience for the undisputed balance of the invoice. mAbxience and Supplier shall meet as soon as possible after receiving a written notice from mAbxience under this clause to attempt to resolve the dispute.

8.5. Payment of the Goods and/or Services is without prejudice to any claims or rights which mAbxience may have against Supplier and shall not amount to acceptance of the Goods and/or Services

9. VARIATION AND CANCELLATION

9.1. The Specifications and quantity of Goods or Services may be amended or cancelled without liability on the part of mAbxience (save as provided under clause 9.2) at any time prior to the dispatch of Goods and/or performance of the Services by giving written notice to the Supplier.

9.2. If mAbxience cancels or amends the Specifications or quantities in accordance with clause 9.1 above, mAbxience shall pay the cost of labor and materials expended on work in progress up until the date of the cancellation notice (to the extent that such work has been carried out in accordance with any previously-agreed time scales and to the extent that the Supplier can evidence this expenditure).

9.3. The results of any such work in progress (including any Deliverables or other material, whether complete or not) shall be delivered to mAbxience by the Supplier within seven (7) Days of such cancellation or amendment.

10. MABXIENCE REMEDIES

In addition and without prejudice to any other rights or remedies available to mAbxience, if any Goods, and/or Services are defective, not supplied in accordance with this Agreement, or if the Supplier fails to comply with any term of this Agreement, irrespective of whether the Goods and/or Services have been accepted by mAbxience, mAbxience shall be entitled at its own option to:

a) reject the Goods and/or Services in whole or part, in which case a full refund for the Goods and/or Services so rejected shall be made to mAbxience by Supplier and such rejected Goods and/or Services shall be removed from the delivery location within five (5) Days of receipt of a written request to remove the same at the Supplier´s cost. For clarification purposes, rejected Goods shall remain at Supplier´s risk; or
b) require Supplier, at Supplier´s expense, to remedy any defect in the Goods, or to repeat performance of the Services within five (5) working days of notice to that effect from the Supplier (or such longer period the parties may agree), or to supply replacement Goods and/or Services in accordance with this Agreement; or
c) obtain Goods and/or Services from a third party and Supplier shall be responsible for any additional costs borne by mAbxience; or
d) refuse to accept any further provision of Goods and/or Services or claim damages.

11. INDEMNITY AND INSURANCE

11.1. Supplier shall indemnify, defend, keep indemnified and hold mAbxience harmless from any and all Losses made against, incurred or suffered by any of them, and whether wholly or in part resulting directly or indirectly from, or connected in any way with any of the matters listed below whether or not such Losses were foreseeable at the date of entering this Agreement:

a) any alleged or actual infringement of any IPR or any third party as a result of mAbxience's (or the relevant Indemnified Party's) receipt of the Services or receipt or use of any Goods or IPR provided or otherwise made available to any Indemnified Party by the Supplier.
b) any breach by the Supplier of its obligations under this Agreement in relation to Confidential Information.
c) the fundamental breach and/or willful abandonment by the Supplier of any or all its obligations under this Agreement.
d) the willful misconduct, willful default or negligence of the Supplier and/or any of its Personnel.
e) any fraudulent act or omission by the Supplier or its Personnel.
f) any claim relating to death, personal injury and/or damage to tangible property arising from the act or omission of the Supplier and/or any of its Personnel; and
g) any fines levied on mAbxience by a third party including any Authority arising from the acts or omissions of the Supplier and/or its Personnel.

11.2. Supplier shall maintain insurance cover which would be customary to maintain having regard to its obligations under the Agreement. Upon request, Supplier will provide mAbxience a certificate reasonably satisfactory to mAbxience evidencing such insurance. Supplier agrees that the requirements under this clause in respect of insurance coverage will not limit its liability under the Agreement. Any limitation, monetary or otherwise in such insurance policy will not be construed as a limitation on Supplier's liability and Supplier will, notwithstanding such limitation, remain liable in full for any matters and to any extent not covered by the policy.

12. LIABILITY

12.1. Nothing in this Agreement limits or excludes the liability of either party (i) in respect of any deceit, theft, fraud or fraudulent misrepresentation by it or its officers, employees, agents, contractors or subcontractors and in the case of Supplier, by its Personnel; (ii) for death or personal injury caused by the negligence of that party or its officers, employees, agents, contractors or subcontractors; or (iii) under clause 11.1 (Indemnity).

12.2. Subject to clause 11.1, mAbxience shall not be liable to Supplier for (i) any special, consequential or indirect loss or damage; (ii) loss of or damage to goodwill; (iii) loss of use or corruption of software, data or information; or (iv) any loss of profits, in each case whether arising from breach

of contract, statutory duty, or otherwise.

12.3. Subject to clauses 11.1 and 11.2, the total aggregate liability of mAbxience to Supplier (in addition to payment of the amounts properly due) under or in connection with this Agreement, whether in contract or otherwise, in respect of all acts, omissions (including negligence), breach of statutory duty, breach of contract or breach of warranty of mAbxience, its officers, employees, agents, contractors or sub-contractors occurring in any Contract Year, shall in no event exceed the sum equivalent to one hundred per cent (100%) of the total of the Charges which mAbxience is obliged to pay the Supplier hereunder.

13. TERMINATION

13.1. Termination of this Agreement shall be without prejudice of other rights or remedies which may have accrued as of termination.

13.2. Termination or expiry of this Agreement for any reason shall not affect the coming into force or the continuation in force of any provisions which are expressed or implied to come into force on or after such expiry or termination, or which is required to give effect to such expiry or termination.

13.3. Without prejudice to its other rights, mAbxience shall be entitled to immediately terminate this Agreement by written notice to Supplier if:

a) Supplier commits a breach of a fundamental term or condition of this Agreement, and such breach is not capable of remedy.
b) Supplier commits a material breach of a fundamental term or condition of this Agreement that may be remedied but does not remedy the breach within fourteen (14) Days of a notice requiring it to do so.
c) Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into, any compromise or arrangement with any of its creditors.
d) Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts.
e) Supplier commences a voluntary bankruptcy, or its financial position deteriorates so far as to reasonably justify that its ability to give effect to the terms of this Agreement is in jeopardy.

14. EFFECTS OF TERMINATION

Within seven (7) Days of termination of the Agreement for any reason, Supplier will, at mAbxience´s option and cost, deliver to mAbxience all quantities of the Goods and Deliverables in its possession which comply with the Agreement.

At Supplier´s cost, return to mAbxience, all mAbxience´s materials and ensure that all documents containing IPR or information of a technical nature relating to the Goods, the manufacture of the Goods and the provision of Services, or any mAbxience Confidential Information are destroyed or returned to mAbxience.

15. CONFIDENTIALITY

15.1. Each Party shall not use the Confidential Information of the other Party for any purpose other than the purposes expressly permitted by this Agreement, and shall not disclose such Confidential Information to any Third Party (including, without limitation in connection with any publications, presentations or other disclosures) except to its Affiliates and its and their employees, agents or advisors who have a need to know such Confidential Information to achieve the purposes of this Agreement, or except as authorized under this Agreement or by the other Party in writing. Each Party shall ensure that any person to whom it discloses the other Party's Confidential Information is informed of the confidential nature of and duty not to disclose the information and is obligated to maintain the confidentiality thereof. Each Party may also disclose such of the Confidential Information of the other Party as may be required by the Applicable Laws or by any governmental Authority having jurisdiction, provided that prior to any such disclosure the Party required to disclose shall, if possible, notify the other Party prior to disclosing any Confidential Information and provide such other Party with a reasonable opportunity to contest or limit the scope of the required disclosure and obtain any protective orders as may be appropriate.

15.2. Unless otherwise agreed in writing, Supplier shall (a) keep confidential the fact that it is supplying mAbxience and the terms of such supply, and (b) not use any of mAbxience's logo or business name in any promotional material.

15.3. This clause shall survive the termination of this Agreement.

16. FORCE MAJEURE

16.1. Subject to the remaining provisions of this clause 16, neither party to this Agreement shall any circumstances be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent that such nonperformance is due to a Force Majeure Event.

16.2. Supplier shall notify mAbxience if it becomes aware of any current or expected event that could give rise to a Force Majeure Event.

16.3. In the event Supplier is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event, the Supplier shall:

a) give notice in writing of such delay or prevention to mAbxience as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration.
b) use all reasonable endeavors to mitigate the effects of such delay or prevention on the performance of its obligations under this Agreement; and
c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

16.4. Suppliers cannot claim relief if the Force Majeure Event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

16.5. As soon as practicable following the Supplier's notification, the parties shall consult with each other in good faith and use all reasonable endeavors to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement.

16.6. Where the Force Majeure Event persists for a continuous period of 120 Days then mAbxience may terminate this Agreement by serving 14 Days written notice on the Supplier.

17. ASSIGNMENT

17.1. mAbxience, without prior written consent of Supplier, shall have the right assign, charge, transfer, sub-contract or otherwise deal in any way with any of its rights or obligations under this Agreement in whole or in part at any time to any of its Affiliates or any successor in interest (whether by merger, acquisition, asset purchase or otherwise).

17.2. Supplier shall not assign, charge, transfer, sub-contract or otherwise deal with any of its rights or obligations under this Agreement without prior written consent from mAbxience.

18. DATA PRIVACY

18.1. The parties undertake to fully comply with the obligations set forth in Regulation EU 2016/679 of the European Parliament and of the Council, of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR"), and all applicable local data protection laws and regulations as amended from time to time.

18.2. The parties undertake to fully comply with the obligations set forth in Argentina Personal Data Protection Law No. 25,326, its implementing and supplementary regulations, and any other applicable local law and regulations relating to personal data protection, privacy and confidentiality, as amended, supplemented or replaced from time to time. Without prejudice to the foregoing, the Parties further agree that the obligations regarding safeguarding, proper use and confidentiality or information under this Agreement shall also apply to information relating to legal entities, to the extent contractually, legally or regulatorily applicable.

19. ANTI-BRIBERY AND CORRUPTION

19.1. Each party represents and warrants that it is in compliance in all material respects with all applicable anti-corruption/bribery legislation, regulations and conventions, such as the Organization for Economic Co-operation and Development (OECD) Convention, the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010 and any anti-corruption/bribery legislations or regulations to a party, all as may be amended from time to time, and maintains (whether internally or externally) policies and procedures designed to ensure that each party will continue to be in compliance in all material respects with all applicable anti-corruption/bribery Laws.

19.2. Supplier acknowledges acquaintance of mAbxience Code of Conduct, publicly available at: Fresenius-Kabi-Third-Party-Code-of-Conduct.pdf.coredownload.inline.pdf, and accepts its values and principles with respect to the subject matter of this Agreement. Furthermore, Supplier undertakes to perform the arrangements contemplated in this Agreement in a manner which is consistent with mAbxience Code of Conduct.

19.3. Both parties shall respect human rights and establish and maintain environmental standards within its own sphere of influence and not cause, be complicit in or any way contribute to the violation thereof.

20. GENERAL

20.1. **Survival:** Any provision of the Agreement which expressly survives expiry or termination of the Agreement or which, by its terms, requires performance after the termination or expiry of the Agreement, or has application to events that may occur after the termination or expiry of the Agreement, will survive such expiry or termination (including indemnification and confidentiality obligations).

20.2. **Entire Agreement:** The Agreement contains the parties' complete understanding with respect to the subject matter of the Agreement and supersedes all prior representations and understandings, whether oral or written. Each party acknowledges that in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. No amendments, changes, or modifications of the terms of this Agreement shall be deemed valid and binding unless made in writing and signed by the duly authorized representative of each party.

20.3. **No third party rights:** No person or entity other than the parties has the right to enforce any of the terms of the Agreement or has any third- party beneficiary rights, except that mAbxience's Affiliates will be third-party beneficiaries under the Agreement, and each will have the rights and benefits accorded to them under the Agreement and will subsequently be entitled to enforce any relevant terms. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any person who is not a party.

20.4. **Governing Law and Jurisdiction:** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of Spain without reference to its conflicts of law principles. The United Nations Convention on Contracts for the International Sales of Goods (CISG) is expressly excluded. Any matter, dispute or legal action arising out of or in connection with the Agreement, whether contractual or non-contractual will be brought in a court having jurisdiction in the city of Madrid.

20.5. **Subcontractors:** Supplier will not, without the prior written consent of mAbxience, appoint any subcontractor or any person or persons to carry out its obligations under the Agreement. If Supplier appoints a subcontractor or other person to perform its obligations it will remain liable to mAbxience for the performance of all its obligations, be liable to mAbxience for all acts and omissions of the subcontractor and will ensure that any such subcontractor other person agrees to be bound by terms equivalent to those in the Agreement. mAbxience will have the right to revoke its approval of a subcontractor and require Supplier to remove such subcontractor as soon as possible at no additional cost to mAbxience if the subcontractor's performance is not in accordance with the terms of the Agreement or if the removal of such subcontractor is required by or in order to comply with Applicable Laws.

20.6. **Relationship of the parties**: Supplier acknowledges that it is an independent contractor and not an employee, agent, joint ventures, or partner of mAbxience and is acting on its own behalf and not for the benefit of any other person.

20.7. **Change of Control**: If during the term of the Agreement there occurs any change in the legal or beneficial ownership or control of Supplier, Supplier will immediately so notify mAbxience in writing.