

PROTEUS TERMS AND CONDITIONS OF SALE

1 – General information. All sales of deliveries such as products, defined as enzymes including Seqenzym Kits, screening kits, chemicals, co-factors and other materials, accessories or services (“**Product**”) excluding R&D, between PROTEUS, its subsidiaries, agents or authorized representatives (the “**Company**”), on one hand, and the customer (the “**Customer**”), on the other hand, are exclusively governed by the present terms and conditions of sale (the “**TCS**”). As a result, any stipulation or condition appearing in any document from the Customer (purchase orders, terms and conditions of purchase, prospectuses, catalogues, etc.) are inapplicable. Any order placed by the Customer with the Company is deemed as definitive acceptance without reservation of the TCS. Any departure from the TCS requires express approval in writing from the Company. In case any of the provisions of the TCS were to become, in part or in whole, invalid, inapplicable or illegal, the validity of the other provisions of the TCS would not be affected. The fact that the Company does not avail itself at a given time of any one of the present provisions may not be interpreted as renunciation of its right to avail itself of said provisions at a later time. In conformity with regulations in effect, the Company reserves the right to waive certain clauses of the TCS based on negotiations conducted with the Customer for establishment of the special terms and conditions applicable to the order (“**STC**”). In case of conflict between the STC and the TCS, the former prevails.

2 – Order. Any documents, catalogues or price estimates provided by the Company to the Customer are only provided for informational purposes. Any order must be sent in writing by the Customer to the Company; it only commits the Company if it is accepted in writing by the Company, but acceptance of the order by the Company may also result from delivery of the Product (the “**Accepted Order**”). The Company reserves the right to refuse any order without prior notice; no indemnity or other compensation may be demanded from the Company. The Accepted Order and the TCS, completed, if applicable, by the STC appearing in the Accepted Order, constitute the entire agreement between the Company and the Customer, and cancel and replace any other provisions and any oral and/or written exchanges between the parties which have not been expressly included in the Accepted Order. No Accepted Order may be modified without express approval in writing from the Company. Any Accepted Order must be executed by the Customer, which is notably required to take delivery of the Product and to pay the Price for it. The Customer may not relinquish the

benefit of an Accepted Order without obtaining prior approval in writing from the Company.

3 – Price. Unless otherwise expressly stipulated, the price conforms to prices in effect as of the date of the Accepted Order (the “**Price**”). Unless otherwise expressly stipulated, (i) the Price is expressed Ex-Works (in accordance with the Incoterms published by ICC in force on the Accepted Order date), increased by any tax and any imposition (in effect on the day of delivery) relative to sale of the Product and under the responsibility of the Company and (ii) all expenses (such as, loading, transport, storage, insurance, customs and other expenses) are the responsibility of the Customer. The Price may be modified by the Company at any time up to delivery, in particular in case of a change in tax and economic information that increases the cost price of the Product; increases are then carried to the Price, after simple notification, in conformity with the new prices in effect.

4 – Payment of the Price to the Company

- **timeframe for payment:** unless otherwise expressly agreed, the Price is payable in euros, in totality and in a single payment, within a period of thirty (30) days following the date of delivery. The payment timeframe for periodic invoices may not surpass 45 days date of issue of the invoice.

- **payment default:** in case of payment default for the Price on the due date, and without prejudice to damages:

- ✚ late penalties are automatically due to the Company without the need for any formality or prior notice. The amounts (including tax) due by the Customer generate interest at the rate applied by the European Central Bank to its most recent refinancing operation (“REFI” rate), increased by ten (10) percentage points,
- ✚ a set indemnity for collection, in the amount of 40.00 €, is due by the Customer without the need for any prior notification. The Company will be able to claim additional indemnification if the expenses for recovery effectively incurred surpass this amount, upon presentation of documentation,
- ✚ the Company will be able to, without prior notice, suspend any Accepted Orders and/or deliveries in progress,
- ✚ forty-eight (48) hours after formal notice to pay which is been to no avail, the Company will be able to cancel any

Accepted Order and demand return of the Product already delivered.

If payment over time has been agreed between the Parties, non-payment of a single payment by the due date automatically results in forfeiture of the term, and the entire receivable shall become payable immediately. In case of deliveries staggered over time, the absence of payment for a single delivery authorizes the Company to treat the Accepted Order as canceled, without prior notice or formality and without prejudice to damages. In case of serious downgrade in the situation of the Customer and/or of his country of residence or business, causing justified concerns about collection of its receivable, the Company reserves the right to cancel or suspend Accepted Orders in progress and/or to require guarantees and/or, otherwise, immediate payment of its receivable after simple formal notice. Eventual complaints about a delivered Product do not excuse the Customer from paying the Price by the due date.

5 - Delivery – Conditions – Timeframes. Delivery takes place by making the Product available to the Customer at the factory (or at the warehouses) of the Company. Unless otherwise agreed in writing, delivery takes place Ex-Works (in accordance with the Incoterms published by ICC in force on the Accepted Order date). Delivery timeframes are provided for informational purposes; they may not under any circumstances result in late penalties, damages, holdback, order cancellation or refusal to take delivery, regardless of the causes, significance and consequences of the delay. The Product must be picked up by the Customer as soon as it is made available. After formal notice to collect the Product which is been to no avail for fifteen (15) days, the Company may, at any time, destroy the Product. The Customer remains responsible for paying the Price for it. Beyond a period of two (2) months following the date that the Product is made available, storage of it by the Company results in an increase of the Price by 2% per month of lateness, with any month started being deemed as due.

6 – Transfer of risks – Transport. Notwithstanding the retention of ownership by the Company, transfer of the risks of loss and/or damage of the Product takes place upon delivery, regardless of the conditions of payment of the Price and/or of transport. The Customer agrees to cover the Product, as soon as it is delivered, by insurance covering the risks of loss, damage, theft, explosion and destruction, until transfer of ownership of the Product. Pick-up, loading and transport are done under the sole responsibility of the Customer by the transporter chosen by the Customer, or otherwise by the Company. The liability of the Company may not be engaged in any manner at the time of pick-up, loading and/or transport of the Product. It is exclusively the responsibility of the Customer to make all

observations and express all reserves regarding its rights vis-à-vis the transporter by stating its reserves within the timeframes and terms set by applicable regulations.

7- Documents to be provided in case of intracommunity deliveries of Goods

7.1 Should Company be in charge of the transport of the Goods (*in accordance with Incoterm in force*), Customer undertakes to provide the Company by any means within five (5) working days from the receipt of each delivery of Goods with one of the following documents: signed consignment note or bill of lading.

7.2 Should Customer be in charge of the transport of the Goods (*in accordance with Incoterm in force*), Customer undertakes to provide the Company by any means:

(i) Within five (5) working days from receipt of each delivery, at least two documents within the following list: signed consignment note, bill of lading, air freight invoice, invoice from the carrier of Goods, copy of the insurance policy relating to the transport of Goods, bank document proving payment of the transport, official documents issued by a public authority (e.g. a public notary) confirming the arrival of the Goods in the Member State of destination, receipt issued by a warehouse keeper within the Member State of destination of the Goods attesting to the storage of the Goods in that Member State.

(ii) Within ten (10) calendar days from the end of the month during which the deliveries have taken place: a dated certificate stating that the Products delivered during the said month have been transported by Customer and specifying : the quantity and nature of the Goods, the name and address of Customer, the date and the complete address of arrival of the Goods including the Member State of destination, the identification of the person who accepts the Goods from a logistical point of view in the name and on behalf of Customer.

8 – Conformity and return of the Product – Guarantee.
THE COMPANY APPROVES NO GUARANTEE OTHER THAN THAT OF CONFORMITY OF THE PRODUCT DELIVERED TO THE SPECIFICATIONS OF THE ACCEPTED ORDER, AT THE TIME OF DELIVERY.

This guarantee may not be extended to any other object. It is granted to the exclusive benefit of the Customer doing business directly with the Company. At the time of delivery, the Customer is required to verify the conformity of the Product to the specifications of the Accepted Order. Any reserves regarding conformity of the Product delivered must be mentioned on the delivery slip and confirmed in writing, which must be received by the Company within a period of eight (8) business days following delivery; beyond this timeframe, no complaint is admissible except in case of a defect that was not apparent at the time of delivery. In this case, no complaint against the Company will be accepted if the Customer has not notified the Company, by registered letter with confirmation of receipt, about its complaint upon

discovering the defect and within the limits of six (6) months following delivery. The Customer must justify the information in its complaint and grant the Company all latitude to observe it. The Company may make application of the Guarantee contingent on the result of its physical or chemical examination to establish the legitimacy of the complaint from the Customer. The guarantee granted strictly limited to the obligation of the Company, at its discretion, to replace the Products or to establish credit, to the exclusion of any other obligation or repair of any kind at all. Any Product return must be approved by the Company to give way to establishment of credit or replacement.

9. Permitted Use

The Customer may use the Products to (a) screen chemical substrates to assess the performance of the Products to catalyze the transformation of such substrates into active pharmaceutical ingredients and/or intermediates for known pharmaceutical drug substances; and (b) manufacture clinical or commercial quantities of active pharmaceutical ingredients and/or intermediates for known pharmaceutical drug substances; and (c) manufacture food or feed ingredients or chemicals or industrial materials (the "Permitted Use"). The Customer shall not copy, modify, or transfer the Products to a third party in any way, reverse engineer the Products, reproduce the Products or any part of it, use the Products for reproduction or offer the Products or any derivative thereof for resale.

The Customer agrees that the screening kits are to be used solely in the Customer's premises, unless prior written consent of the Company.

The Customer understands that the screening kits are experimental in nature, are for laboratory research use only and has not been approved for diagnostic or therapeutic use in humans or animals.

The Customer agrees that the screening kits will not be administered to humans in any manner or form nor used in any form of human or animal testing. OTHER THAN AS STATED IN ARTICLE 8, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Company makes no representation that the Customer's use of the Products will not infringe any patent or proprietary rights of third parties.

The Customer agrees that the Products or any derivative thereof will not be distributed to any third party or entity without the prior written consent of the Company. The Affiliates as defined in the Preamble shall not be regarded as "third party". Dissemination of the Products or any derivative thereof shall be limited to those employees of the Customer or its Affiliates with a special need to know and work with such Products.

10 - Biological and/or Chemical Properties.

Customer acknowledges and agrees that the Products may have biological and/or chemical properties that are unknown and unpredictable at the time of transfer, that they are to be used with caution and prudence and are not to be used for people and animals, unless expressly agreed.

11 – Retention of ownership.

UNLESS OTHERWISE ACCEPTED IN WRITING BY THE COMPANY BEFOREHAND, TRANSFER OF OWNERSHIP OF THE PRODUCT IS SUSPENDED UNTIL FULL PAYMENT OF THE PRICE AND RELATED CHARGES HAS BEEN EFFECTIVELY RECEIVED BY THE COMPANY. AS A RESULT, THE CUSTOMER IS PROHIBITED FROM GRANTING THIRD PARTIES ANY RIGHT WHICH COULD POSE A THREAT TO EXERCISING THIS CLAUSE. Meanwhile, the Company authorizes the Customer to sell the Product to its own customers, with the understanding that this sale shall be done on behalf of the Company. The Customer informs the Customer about the existence of the clause of retention of ownership, under penalty of engaging its liability. The Product still in possession of the Customer is presumed as being that for which payment is outstanding. As a result, the Company may reclaim it without prejudice to any action for damages due to total or partial non-payment of the Price and the related charges. Without the need for notification or other formalities, the Company reserves the right to, at the Customer's expense, take back (in any place and/or from any entity where it is found) any Product delivered or in the process of being delivered. The return value of the Product is equal to the purchase price excluding taxes, decreased by financial expenses incurred between the payment date and the date of return of the Product; the condition of the Product at the time of return is taken into account.

12 – Responsibility.

12.1 The Customer shall be solely responsible for its intended use of the Product, for checking that the Product is fit for its intended purpose and for the sale and use of its products made by Customer using or incorporating the Product. The Customer shall be held liable for the non-respect of the Permitted Use. The Customer shall be solely responsible for non-respect of the guidelines and regulations, in particular those from the Material Safety Data Sheet ("MSDS") and standards in effect concerning the use and transformation of the Product. The Customer shall indemnify, defend and hold harmless the Company and its officers, directors, and employees from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) brought by a third party based upon or arising from the Customer's breach of any term of this TCS.

The Customer acknowledges that technical information and advice eventually provided by the Company are only provided for informational purposes.

The Customer acknowledges and agrees that the Products prices reflect the limitations of liability contained in this TCS.

The Customer declares and guarantees the Company that, in its capacity as a professional, it holds all necessary authorizations, particularly for using and storing the Product, that it has all information and skills necessary for use and storage of the Product and that it respects regulations in effect.

12.2 The Company cannot be held liable in the event of (i) the non-compliant and/or unlawful use of the Product, (ii) inability to or (iii) delay in the performance of its obligations resulting from compliance with statutory or regulatory obligations, in particular in relation to the application of the Regulations. Notwithstanding anything in this TCS to the contrary, in no event shall the Company be liable for loss of profits (*manque à gagner*), lost opportunities (*perte de chance*), anticipated savings or business or damage to goodwill, however caused and on any theory of liability.

The Company shall not be liable to the Customer for:

- (a) any indirect, special or consequential loss or damage; or
- (b) loss of data or other equipment or property; or
- (c) economic loss or damage; or
- (d) incurring of liability for loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and punitive damages); or
- (e) any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill, even if the Company is advised in advance of the possibility of any such losses or damages.

The Company shall not be liable for any losses arising from the Customer subsequent use or misuse of the Product including (without limitation):

- (a) fair wear and tear;
- (b) willful damage;
- (c) the Customer's negligence, or that of its agents or employees, or any failure to follow the Company's instructions as to use of the Products;
- (d) abnormal working conditions beyond those referred to in the Product specifications; and
- (e) any alteration or repair of the Product by any manufacturing process or otherwise, save for any latent defect which means that the Product did not comply with the Product specification.

Except in cases of gross negligence (*faute lourde*) or intentional failure (*faute intentionnelle*), the Company's total liability under or in relation to this TCS will be limited to a cap set as the amounts received for the Accepted Order as of the day of the complaint. The Company's total liability in contract, tort (including negligence), misrepresentation or otherwise in relation to this TCS shall be limited to a cap set as the amounts received for the Accepted Order as of the day of the complaint.

13 – Labeling. The Product is marked and labeled by the Company in conformity with regulations in effect, notably relative to the handling and transport of dangerous materials. The Customer is required to respect the markings and labeling on the Product.

14 – Intellectual/Industrial Property - Any elements which are covered by intellectual or industrial property rights, any know-how, technology, manufacturing process, method, formula, data, plan or, in general, any information provided by the Company to the Customer, or of which the Customer becomes aware as a result of its order, remains the exclusive property of the Company.

15 – Confidentiality

15.1 For the purpose of the TCS, “Confidential Information” shall mean any proprietary and confidential information in any form whatsoever (oral, written, graphic, visual, schematic, electronic or any other form) disclosed by the Company to Customer in relation to or in connection with the Product or the Company's business, including, without limitation, technical, engineering, scientific, marketing, financial and commercial information, know-how, methods, samples, tables, calculation, process, description, studies, findings, specifications, designs, sketches, invention, copyright material, formulae, patents, processes, operating and testing procedures, models, drawings, ideas and all information that may be learnt or obtained by the Customer from the Company in the framework of the Permitted Use of the Product.

15.2 All Confidential Information disclosed by the Company to Customer shall:

- (i) be received and strictly maintained in confidence with no less than the same degree of care as the one the Customer uses to protect its own confidential information;
- (ii) not be used or reproduced by Customer without written authorization from the Company for any other use than the Permitted Use;
- (iii) be disclosed by the Customer only to such officers or employees of the Customer who need to know the Confidential Information for the Permitted Use of the Product, in which case the receiving Party shall ensure that such officers and employees shall be bound by similar provisions than those set out in this article;
- (iv) not be disclosed to any third party without the prior written authorization of the Company.

15.3 The foregoing obligations shall not apply to any information which:

- is, at the time of disclosure, or becomes at a later time, available to the public, through no fault of the Customer;
- the Customer can demonstrate was in its possession before disclosure;

- is disclosed to the Customer without restriction on disclosure by a third party who has the lawful right to disclose such information.

16 - REACH Regulation (*relative to registration, evaluation and authorization of chemical substances, as well as the restrictions applicable to these substances*) (EC Regulation no. 1907/2006 from the European Parliament and from the Council of the European Union of 18 December 2006, as well as Directive 2006/121/EC from the European Parliament and from the Council of the European Union of 18 December 2006, in amendment of Directive 67/548/EEC from the Council of the European Union, including any subsequent text) (the “Regulations”). With respect to Regulations, the following definitions apply:

- **"Substance"**: a chemical element and its components in a natural state or obtained by a manufacturing process, including any necessary additive to preserve the stability of it and any impurity resulting from the process implemented, but to the exclusion of any solvent which may be separated without affecting the stability of the substance or modifying its composition.
- **"Mixture"**: a mixture or solution made up of two or more substances.
- **"Article"**: an object to which is given, during the manufacturing process, form, surface or a particular design which are more determining for its function than its chemical composition.
- **"Use"**: any operation of transformation, formulation, consumption, storage, conservation, treatment, loading into containers, transfer from one container to another, mixing, production of an article or any other use.
- **" Identified Use"**: use of a Substance, as is or contained in a Mixture, or use of a mixture, which is specified by an actor of the supply chain, including its own use, or for which notification is provided to it in writing by a user located immediately downstream.

The Company respects the obligations resulting from the Regulations and agrees, according to the terms of the applicable regulation, to inform the Customer about its implications on the Product and to provide it with the Material Safety Data Sheets (“MSDS”) for the Product. The uses identified in the MSDS applicable to the Product within the meaning of the Regulations do not constitute an agreement between the Parties as to the technical specification of the Product or any specific application. In case a Substance or a Mixture becomes non-compliant with the Regulation, the Company reserves the right to:

- ✚ proceed with replacement of the concerned material and/or process,

- ✚ cancel the sale by informing the Customer of its decision by registered letter with confirmation of receipt by respecting prior notice of eight (8) days.

The decisions of the Company may not result in either a claim or recourse from the Customer.

The Company benefits from a right to use the information provided by the Customer for the purpose of satisfying the obligations of the Regulations. Under the Regulations, the Customer must, in particular, ensure that the conditions in which the Product is used comply with those described in the MSDS. The Customer informs the Company about the use that it makes of the Product, about its manner(s) of use (in particular, the scenarios of exposure and other useful information about safety when using the Product) or those of which it is aware.

17 - Compliance

17.1 Regulations. The Goods are subject to the Regulations. Consequently, Customer only use the Goods in compliance with the MSDS available upon request from the Company unless and until Customer has made sure that its use of the Goods has been properly declared under, is not prohibit by or is not limited by Regulations.

17.2 Ethical business. All business shall be conducted in accordance with all applicable anti-corruption and competition regulations and with Company’s code of conduct (available at <https://seqens-seqens-com.osu.eu-west-2.outscale.com/uploads/2019/03/SEQENS-EN-Code-of-conduct-2.pdf>).

17.3 Any breach of this section shall be deemed a material breach. Should the Company become aware of any suspected breach of this section then it may suspend the TCS pending further investigation. The Company may refuse to supply to any person that is in breach of this section.

17.4 Customer shall indemnify and hold the Company harmless against (1) any and all consequences of Customer’s breaching the stipulation of this section with regards to Regulations and Ethical business (2) more generally against any and all consequences of Customer’s uses of the Product.

18 – Force Majeure.

18.1 The term “Force Majeure” is to be defined as any and all circumstances affecting either Party to this TCS which is beyond reasonable control and which constitute causes of termination or suspension of the obligations of the Company, including but not limited to acts of God, war, insurrections, riots, acts of violence, labour disputes, strikes, lockouts, breakdowns, total or partial disruption in transportation means or supplies, embargoes, other industrial disturbances, explosions, accidents, fires, floods and droughts.

18.2 The Company shall not be liable to Customer for its failure or delay to perform hereunder if, and to the extent, said performance is directly or indirectly prevented or

delayed due to a Force Majeure event. The occurrence of an event of Force Majeure shall release the Company from any contractual liability within the limits of the effects thereof.

18.3 The Company has no obligation to procure the Product from alternative sources.

18.4 If the performance of its obligations is affected by an event of force majeure for a period of more than three (3) months, the Company may terminate the contract with immediate effect.

19 – Applicable law – Assignment of jurisdiction. The present Terms and Conditions of Sale, any order or any contract related thereto, are subject to and interpreted according to French law, to the exclusion of any other law. The application of any international convention is expressly excluded. In case of a disagreement, contestation or complaint arising with regard to the existence, validity, interpretation or execution of the TCS, of an order or of any contract related thereto, the Company and the Customer agree to seek an amicable resolution to their dispute before initiating any legal action. **IN THE ABSENCE OF AMICABLE RESOLUTION, THE COMPANY AND THE CUSTOMER AGREE TO REFER ANY DISPUTE, CONTESTATION OR COMPLAINT ARISING OR IN RELATION TO THE EXISTENCE, VALIDITY, INTERPRETATION OR EXECUTION OF THE TCS OR OF ANY ORDER OR OF ANY CONTRACT RELATED THERETO, TO THE EXCLUSIVE JURISDICTION OF THE COMMERCE COURT OF PARIS (FRANCE) TO WHICH THE PARTIES EXPRESSLY ASSIGN JURISDICTION, REGARDLESS OF THE TERMS OF THE CONTRACT (INCLUDING THE MANNER OF PAYMENT), EVEN IN CASE OF MULTIPLE DEFENDANTS OR THE INVOLVEMENT OF THIRD PARTIES.**