

General Conditions for Commissioned Work
Version 3.5 – 27 August 2020**1. Application of the Rules**

1.1 These General Conditions for Commissioned Work, GC-2020, shall be considered agreed terms and conditions and shall apply to any work that ExpreS²ion may be commissioned to do by a client, whether such work comprises provision of advisory service, information searches, testing, analyses, examination and/or development work (“Commissioned Work”).

1.2 GC-2020 may be deviated from only by a written agreement entered into between ExpreS²ion and its’ client, provided that such written agreement clearly and explicitly state the deviations and identify which parts of the GC-2020 that are overruled.

2. Obligations of the Parties

2.1 The client will provide a non-binding relevant and comprehensive description of the work that the client may want ExpreS²ion to carry out, including the background for the potential assignment, the purpose of the work and any other matter, which may influence ExpreS²ion’s ability to understand, assess and quote the work required. On basis of such description, ExpreS²ion will issue a quotation to the client for client consideration.

2.2 Only upon receipt of client’s acceptance of the quotation, as amended if required, the parties shall be deemed to have concluded a contract on basis of which ExpreS²ion shall proceed rendering the services contracted.

2.3 Unless otherwise agreed, ExpreS²ion shall be paid for services rendered as per the quotation on basis of time spent and ExpreS²ion’s standard hourly rates as applicable. During the progress of the work, ExpreS²ion shall be entitled to ask the client questions of relevance to the performance of the Commissioned Work. The client shall be obliged to answer such questions as quickly and precisely as possible. If questions raised are not replied to or not replied to in sufficient detail, ExpreS²ion may proceed rendering the services on the basis then available and the client shall be deemed having accepted that basis as basis for the rendering of the services.

2.4 Irrespective of the nature and extent of the Commissioned Work, ExpreS²ion shall solely be under an obligation to carry out the work in a conscientious manner, making the best possible use of the knowledge that ExpreS²ion possesses. Whether the Commissioned Work leads to the desired or expected result shall in no event be the responsibility of ExpreS²ion.

2.5 If during the progress of the work ExpreS²ion discovers matters of particular importance to the performance of the Commissioned Work, including matters, which will make it impossible to complete the work or which will materially change the expected results, ExpreS²ion shall notify the client thereof in order to enable the client to decide whether the Commissioned Work shall be revised or the work shall be stopped, cf. clause 6.

2.6 CLIENT ACKNOWLEDGES THAT WORK COMMISSIONED IS EXPERIMENTAL IN NATURE AND WARRANTS AND REPRESENTS THAT CLIENT WILL USE IT WITH PRUDENCE AND APPROPRIATE CAUTION. EXPRES²ION MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO WORK COMMISSIONED, INCLUDING WHETHER IT CAN ACTUALLY BE ACCOMPLISHED, OR ANY USE THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE WORK COMMISSIONED WILL NOT INFRINGE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY. WITHOUT LIMITING THE FOREGOING, EXPRES²ION MAKES NO REPRESENTATIONS AS TO TESTING OF MATERIAL(S) FOR THE PRESENCE OR ABSENCE OF ANY PATHOGENS AND CLIENT ASSUMES ALL RISK OF HARM WITH RESPECT TO ANY SUCH PATHOGENS.

3. Time Schedule

3.1 Time schedules in any quotation are prepared by ExpreS²ion based on estimates. The progress of the Commissioned Work may be affected by unexpected difficulties or by other circumstances beyond the control of ExpreS²ion.

3.2 In case a time schedule or a time-limit cannot be observed, but will be materially postponed or exceeded, ExpreS²ion shall notify the client thereof in order to enable the client to decide whether the Commissioned Work shall be revised or stopped, cf. clause 6.

3.3 ExpreS²ion shall not be liable to pay compensation or damages in the event of any delay or failure to accomplish the expected results of the Commissioned Work, irrespective of cause, unless a separate agreement in writing has been made to this effect.

4. Report

4.1 Unless otherwise implied by the nature of the Commissioned Work or the agreement between the parties, ExpreS²ion's work shall be concluded by a written report giving the details of the Commissioned Work pertaining to quality control and the results achieved during the work as well as discussion and evaluation thereof to the extent set out in the description of the Commissioned Work.

4.2 The final report shall be delivered in one original signed-off copy. Sign-off may take place by use of a digital signature.

4.3 ExpreS²ion shall keep a copy of the report and of important documentation material for five (5) years after delivery of the report. During this period the client may receive further copies of the report against payment of the cost of making such copies.

5. Payment

5.1 ExpreS²ion shall be entitled to claim payment on account as the Commissioned Work progresses.

5.2 Unless otherwise stated, ExpreS²ion shall receive payment within 14 days from clients' receipt of invoice. Quotations and invoices are stated in the currency Euro (EUR). Any statement of amount is exclusive of any taxes including Danish VAT, if applicable, unless otherwise stated.

5.3 In case of late payment, interest shall be payable monthly at a rate corresponding the official Danish bank discount rate plus eight (8) per cent per annum, which will be added to the balance due at any time, including interest compounded annually.

6. The Client's Right to Revise and Cancel Commissioned Work

6.1 The client may at any time demand that the Commissioned Work should be stopped or postponed.

6.2 If the Commissioned Work is stopped or postponed, the client shall pay ExpreS²ion for all Commissioned Work completed prior to ExpreS²ion receiving notice as well as for all Commissioned Work that cannot reasonably be cancelled or otherwise fully mitigated by reallocation of resources.

6.3 If Commissioned Work is stopped or postponed, client will receive the ExpreS²ion deliverables as are and without ExpreS²ion assuming any liability for any non-completed works. ExpreS²ion's name must not be used in connection with any application of such non-completed works.

6.4 The client may revise the plan for the Commissioned Work, if the conditions for the work change materially, cf. clauses 2.6 and 3.2.

7. ExpreS²ion's Right of Termination

7.1 ExpreS²ion shall be entitled to cease rendering any services and Commissioned Work and terminate the contract comprising the accepted quotation if:

- a) the client commits a material breach of the obligations of the client; or
- b) it turns out that the Commissioned Work involves work or will lead to results of such a nature that considerations of public health or safety or other interests of the community may or will thereby be violated.

7.2 In case of termination by ExpreS²ion, matters between the parties shall be settled as set out in clauses 6.2 and 6.3.

8. Confidentiality

8.1 If during the course of the Commissioned Work it becomes necessary for the client or ExpreS²ion to disclose and/or pass on to the other party information, data and samples, which may be considered confidential and proprietary by the disclosing party, the disclosing party shall expressly notify the receiving party of the confidential nature of such information or material.

8.2 All confidential information provided by the disclosing party shall be held in strict confidence at all times by the receiving party. The receiving party shall take all reasonable precautions to maintain the confidentiality of the confidential information. The receiving party shall not disclose any of the

confidential information to any third party or permit any third party to have access thereto, except as provided in clause 8.3 below or as expressly agreed upon in writing.

8.3 ExpreS²ion will use the client's confidential information solely for the purpose of the Commissioned Work and may disclose the confidential information only to those of its officers, employees and consultants who need to know in order to carry out the Commissioned Work, provided that such persons are advised of the confidential nature of such confidential information and are bound by obligations of confidentiality

8.4 The foregoing restrictions shall not apply to any of the confidential information which:

- a) at the time of receipt by the receiving party is available to the public; or
- b) becomes public knowledge other than by an act or omission on the part of the receiving party; or
- c) the receiving party can prove was known to the receiving party before the date of its disclosure to the receiving party by the disclosing party; or
- d) is legally acquired by the receiving party from a third party not bound to the disclosing party by any express or implied obligation of secrecy; or
- e) the receiving party can prove was developed independently by the receiving party without reference to or in any way based on or derived from the confidential information; or
- f) is required by law or regulation to be disclosed, provided that the receiving party shall give the disclosing party prompt written notice and sufficient opportunity to object, time permitting, to such disclosure.

9. Utilisation & Publication of Results

9.1 Title to the specific results of the Commissioned Work shall vest exclusively in client and outside the scope of clause 9.2 below, ExpreS²ion shall have no rights to use such results. Notwithstanding the vesting of title to the specific results in client, commercial exploitation of reference or research cell banks and other results prejudiced by intellectual property rights vested in or controlled by ExpreS²ion, will require client to separately close a license agreement with ExpreS²ion authorizing such exploitation through use of ExpreS²ion technology.

9.2 ExpreS²ion shall be free to use and disseminate its' general knowledge, practical experience and general results (know-how) even though it was acquired or improved during the performance of Commissioned Work.

9.3 If an invention is conceived as result of and is solely related to the Commissioned Work, i.e. not exploitable by ExpreS²ion as per clause 9.2 above, the invention shall be deemed the property of the client as per clause 9.1 above.

9.4 ExpreS²ion is responsible for ensuring that the performance, when solely based on ExpreS²ion's own protocols and methods, does not require a license to be obtained from a third party, whereas the client is responsible for ensuring that ExpreS²ion performance based on client protocols and methods, and use and exploitation of any results stemming from the Commissioned Work, whether the performance is

based on ExpreS²ion's protocols and methods or not, do not require a license to be obtained from a third party. If a license is required, the party responsible for taking out a license, is obligated to make sure that such license is closed prior to the Commissioned Work being executed. ExpreS²ion shall bear all costs associated with taking out a license required for ExpreS²ion to carry out the Commissioned Work on basis of ExpreS²ion's own protocols and methods, whereas client shall bear all costs associated with taking out a license required for ExpreS²ion to carry out the Commissioned Work applying protocols and/or methods requested by the client, and/or use and exploit any results stemming from the Commissioned Work, whether the performance thereof is based on ExpreS²ion's protocols and methods or not.

9.5 The party responsible for taking out a license as per clause 9.4 above, shall indemnify, hold harmless and defend the other party against any and all expenses, costs of defense (including without limitation attorneys' fees, witness fees, claims for damages, demands, actions, liabilities, judgments, fines and amounts paid in settlement) and any amounts that the indemnified party becomes legally obliged to pay because of any infringement claim(s) against it that arise out of the other party's performance, use and/or exploitation of any results stemming from the Commissioned Work, if such claims would not have arisen, had the license been taken out as provided for in clause 9.4 above.

10. Limitations of ExpreS²ion's Liability

10.1 ExpreS²ion's liability for Commissioned Work rendered, shall be subject to the limitations set out in clauses 10.2-10.9 below, cf. also clause 3.3 above.

10.2 ExpreS²ion will rely upon the information and materials received from the client, and do not undertake any searches to ensure that the results of the Commissioned Work will not infringe intellectual property rights of third parties.

10.3 ExpreS²ion shall not be liable for any loss, damage or injury that may occur in connection with exploitation or commercialisation of results or services stemming from the Commissioned Work whether or not the performance thereof is based on ExpreS²ion's protocols and methods.

10.4 ExpreS²ion's work and report are prepared on basis of knowledge and technology available to ExpreS²ion at the time of the performance of the Commissioned Work. ExpreS²ion shall not assume any liability whatsoever, if any subsequent development should show that ExpreS²ion's knowledge and technology were insufficient or incorrect.

10.5 ExpreS²ion shall not assume any liability whatsoever for any interpretation of data, opinions or guidance, which represents a judgment or an evaluation based on an estimate or an assumption.

10.6 Irrespective of any errors, mistakes or negligent acts, ExpreS²ion shall not be liable for any consequential loss, loss of profits or any other indirect loss.

10.7 Unless otherwise stated in writing the liability of ExpreS²ion shall not at any time and for which ever reason exceed the lower of DKK 500,000 (DKK five hundred thousand) and 1 x the compensation effectively paid by the client.

10.8 The right of the client to bring actions or raise claims shall become time-barred 3 years after the earlier of the date of the final report or rendering of the last Commissioned Work. ExpreS²ions liability shall otherwise be conditional upon the client making a written complaint no later than 30 days after the client has or ought to have become aware of any defect or fault in ExpreS²ions work.

10.9 ExpreS²ion shall not be held liable for any third party claims.

11. Data Protection

11.1 Personal data provided by or on behalf of client or its' representatives to ExpreS²ion or generated, registered or observed by ExpreS²ion or its' representatives during or in connection with ExpreS²ion offering to render or rendering Commissioned Work for and on behalf of client, will be processed in accordance with ExpreS²ion's at any time applicable Privacy Policy, currently PP-2018, Version 1.0 of 25 May 2018, which can be accessed via ExpreS²ion's homepage www.expres2ionbio.com.

12. Disputes

12.1 This Agreement and the validity thereof shall be governed by and construed in accordance with the substantive laws of Denmark to the exclusion of any rule that would refer the subject matter to another jurisdiction.

12.2 Any dispute shall be settled by the Maritime and Commercial Court in Copenhagen to the extent competent. If not competent, the matter shall be brought before the ordinary Danish courts holding jurisdiction, where ExpreS²ion has its' registered office.

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