

## GENERAL CONTRACT TERMS FOR PURCHASE OF GOODS AND/OR SERVICES

The following are the terms and conditions on which FUJIFILM Diosynth Biotechnologies UK Limited ("Fujifilm") incorporated and registered in England and Wales with company number 05803359 whose registered office is at Belasis Avenue, Billingham, TS23 1LH, will purchase the Goods and/or Services (each as defined below) from the company or individual to whom Fujifilm issues an Order (as defined below) ("Vendor").

### 1. Definitions and Interpretation

1.1 In the Contract the following expressions have the following meanings:

**Applicable Laws:** applicable laws, regulations and guidance that relate to either party, the Contract and/or the Goods and/or Services.

**Background IPR:** any Intellectual Property Rights owned by or in the possession of a party (and to which that party has the necessary rights): (a) at the date of the Contract; or (b) thereafter acquired or developed independently by a party other than in the course of the performance of the Services and without reference to any information of the other party.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England or the country in which Vendor's head office is located.

**cGMP:** Current Good Manufacturing Practice as defined in the rules governing medicinal products in the European Union. Volume 4 – Guidelines for good manufacturing practices for medicinal products for human and veterinary use. Part II – Basic Requirements for Active Substances used as Starting Materials and ICHQ7-2017 – as incorporated in the Federal Register volume 66 No 186 and those sections applicable within the FDA Regulations 21 CFR Part 210, 211, 600, 601 and 610.

**Confidential Information:** any information or matter which is not in the public domain and which relates to the affairs of either party, its parent, subsidiary or associated companies or its customers, the Goods, the Services or the Contract.

**Contract:** collectively, the Order and these general contract terms for purchase of Goods and/or Services.

**Deliverables:** all documents and materials developed by Vendor or its agents, subcontractors or personnel pursuant to the Services (including data, reports and specifications).

**Delivery Date(s):** the date(s) for delivery of the Goods or the dates/time period for performance of the Services as set out in the Order or as otherwise agreed by the parties in writing.

**Delivery Address:** the location for delivery of the Goods or performance of the Services as set out in the Order or as otherwise agreed by the parties.

**Export/Import Laws:** (i) any laws, regulations or restrictions of the United States of America, Japan, the United Kingdom, the European Union or any of its Member States that relate to the control of (re)export, transfer or import of Goods, software or technology and/or the provision of Services; and (ii) any other (re)export or import laws, regulations or restrictions imposed or adopted by any government, state or regulatory authority in a country in which obligations under the Contract are to be performed.

**Foreground IPR:** all Intellectual Property Rights that arise or are obtained or developed by or on behalf of any party in the course of the performance of the Services including Intellectual Property Rights in Deliverables.

**Fujifilm Foreground IPR:** all Foreground IPR other than Vendor Foreground IPR.

**Goods:** the goods (including software and other technology) described in the Order.

**Intellectual Property Rights:** any current and future intellectual property rights and interests including all know-how, inventions, discoveries, devices, data, trade marks, service marks, trade names, design rights, copyright (including rights in software), patents and patent applications, database rights, results, formulations, compounds, rights in biological or chemical materials, rights under data exclusivity laws, rights under unfair competition laws, rights in confidential information, supplementary protection certificates and any rights or property similar to any of the foregoing in any part of the world whether registered or not registered together with the right to

apply for the registration of any such rights, and all rights or forms of protection having equivalent or similar effect, in any part of the world.

**Order:** Fujifilm's purchase order in respect of the Goods and/or Services.

**Price:** the price to be paid for the Goods and/or Services by Fujifilm as set out in the Order.

**Procurement Policy:** FUJIFILM Holdings Procurement Policy as updated from time to time, a copy of which is available at <https://www.fujifilmholdings.com/en/sustainability/vision/procure.html> (such link may be updated from time to time).

**Sanctions:** any economic, financial, trade or other sanctions, embargo, import or export ban, prohibition on transfer of funds or assets or on performing services or equivalent measure imposed by (a) the Security Council of the United Nations; (b) the Organization for Security and Co-operation in Europe; (c) the United Kingdom; (d) the European Union; (e) any Member State of the European Union; (f) the United States of America; (g) Japan; (h) the governments and official institutions or agencies of any of paragraphs (a) to (g) above; and (i) any other regulatory body imposing or enforcing sanctions legislation in any country or territory from which or into which the Vendor is exporting or importing.

**Services:** the services (including any Deliverables and the supply of any relevant Goods) detailed in the Order.

**Specification:** in respect of any Goods, any plans, drawings, data, technical specifications or other information relating to such Goods which have been made available to Fujifilm by or on behalf of Vendor as at the date of the Contract and/or (at Fujifilm's option) any samples previously provided by Fujifilm.

**Staff:** all persons employed (including contractors) by Vendor (or by any sub-contractor of Vendor) who are involved in the provision of Services.

**Vendor Foreground IPR:** all Foreground IPR that constitutes an improvement or modification that is specific to Vendor's Background IPR used by Vendor for the purposes of the Services.

**Vendor Rules of Engagement:** Fujifilm's Vendor Rules of Engagement policy setting out the standards of engagement Fujifilm requires from its business partners as updated from time to time.

**Technical Agreement:** the document agreed by the parties that sets out the mutually agreed quality standards applicable for any cGMP activity undertaken pursuant to the Contract.

**Warranty Period:** in respect of Goods which are raw materials or intended for single use, the period until the later of the date (i) given by the manufacturer as the use by or expiry date of such Goods or (ii) twelve months after the date such Goods are delivered and in respect of all other Goods the period of twelve months commencing on the date such Goods are delivered or, if later, installed.

1.2 In the Contract, any phrase introduced by the term "include", "including", "in particular", "for example" or any similar expression will be construed as illustrating, and will not limit the sense of the words preceding that term.

1.3 In the event of any conflict between these general contract terms, the Order, the Vendor Rules of Engagement and the Technical Agreement, the general contract terms will take precedence over the Order and the Vendor Rules of Engagement unless an Order specifically varies a provision of these general contract terms or the Vendor Rules of Engagement by reference to the provision it is amending in which case the Order shall take precedence in that instance; and in relation to cGMP quality matters the Technical Agreement shall take precedence over the general contract terms, the Vendor Rules of Engagement and the Order.

## 2. Basis of Contract

2.1 The Contract forms the entire agreement between Fujifilm and Vendor relating to the Goods and/or Services. It replaces and supersedes any previous proposals, correspondence, understanding or other communications between the parties whether written or oral and prevails over any general terms and conditions submitted by Vendor after the Order has been placed.

2.2 The Order shall be deemed to be accepted on the earlier of Vendor issuing a written acceptance of the Order, or Vendor commencing fulfillment of the Order, at which point the Contract shall come into effect and shall continue until the earlier of the date on which all the Goods and/or Services have been delivered or the date the Contract is terminated in accordance with its terms.

## 3. Supply of Services

3.1 Vendor shall provide the Services: during the term of the Contract; in accordance with the Contract, the Vendor Rules of Engagement and the Procurement Policy; if applicable, in accordance with cGMP and the Technical Agreement; using all due skill, care and diligence; and in accordance with all Applicable Laws.

3.2 Without prejudice to Fujifilm's other rights and remedies, Vendor shall, free of charge (and within the timescale reasonably required by Fujifilm), re-perform any Services (including re-delivery of applicable Deliverables and Goods which form part of those Services) which do not meet the standards required by the Contract.

3.3 Vendor will immediately notify Fujifilm if at any time its United Kingdom Accreditation Service or other accreditation (where applicable) is withdrawn or suspended and any such withdrawal or suspension will entitle Fujifilm to terminate the Contract immediately for material breach by giving written notice to Vendor.

## 4. Supply of Goods

4.1 Vendor warrants that the Goods will be (i) fit for purpose and (ii) defect free and comply with the Specification for the Warranty Period.

4.2 Without prejudice to Fujifilm's other rights and remedies, during the Warranty Period Vendor shall, free of charge and at Fujifilm's option, either: replace; repair; or refund Fujifilm for, Goods that are found to be defective or which do not comply with the Specification. The warranty in clause 4.1 shall apply to any Goods that are replaced or repaired except that the Warranty Period shall be deemed to commence on the date that the Goods are replaced or repaired.

4.3 If Fujifilm rejects the Goods during the Warranty Period Vendor is responsible for collecting those rejected Goods (including de-installation of the Goods if such Goods were installed by Vendor) and if Vendor does not collect the Goods within the timeframe required by Fujifilm then Fujifilm may return the rejected Goods at Vendor's risk and expense (including the cost of de-installation of the Goods if such Goods were installed by Vendor).

4.4 The packaging of Goods will be inspected on delivery to Fujifilm and Goods that have been delivered in damaged packaging shall be deemed to be defective under clause 4.1 and Fujifilm shall be entitled to reject them immediately.

4.5 The Goods shall be supplied together with all applicable user and safety documentation (written in English).

## 5. Staff

5.1 Vendor shall ensure that the Staff possess suitable skills and experience.

5.2 Vendor shall ensure that any Staff requiring admission to Fujifilm's premises shall comply with all rules, regulations and policies of Fujifilm whilst on Fujifilm's premises and undertake all training allocated to them as Fujifilm considers necessary in respect of being on its premises and working with its employees.

5.3 Fujifilm may refuse to admit Staff onto, or withdraw Staff permission to remain on, any of its premises if that Staff presence would, in Fujifilm's reasonable opinion, be undesirable.

## 6. Delivery and Title

6.1 Delivery of the Goods (and Deliverables if applicable) shall be DDP: Delivery Address (Incoterms 2010). Time of delivery is of the essence.

6.2 Risk in the Goods and Deliverables shall pass to Fujifilm on delivery and ownership of the Goods and/or Deliverables shall pass to Fujifilm on the earlier of payment by Fujifilm to Vendor for the Goods and/or Services or delivery to Fujifilm.

6.3 If Fujifilm pays for the Goods before delivery then Vendor shall, at no cost to Fujifilm, store them for Fujifilm, fully insured for their full replacement value, separately from Vendor's goods (or Vendor's other customers' goods) so that the Goods are easily identifiable as Fujifilm's Goods. On termination of the Contract Vendor shall deliver up to Fujifilm all of the Goods which it holds for Fujifilm pursuant to this clause 6.3 and if it does not do so then Fujifilm (and its appointed agents) shall be entitled to enter onto Vendor's premises to recover those Goods.

## 7. Fujifilm Obligations

7.1 Fujifilm will provide Vendor with such information as Vendor reasonably requires from time to time to deliver the Services.

7.2 If applicable, Fujifilm shall ensure that Vendor has access to the Delivery Address on the Delivery Date and at all other times agreed in advance with Vendor as may be necessary for Vendor to supply the Services.

## 8. Price and Payment

8.1 The Price shall be as set out in the applicable Order and shall be a fixed price unless otherwise agreed in writing between the parties.

8.2 Vendor may invoice Fujifilm for the Price plus any applicable VAT at any time following delivery of the Goods and/or completion of the Services or such other time as is specified in the Order. All invoices must contain: the amount due, net of Value Added Tax (VAT); the amount of VAT payable; the rate of VAT chargeable; any further information required to ensure the invoice is a valid VAT invoice; a valid Order number issued by Fujifilm; and the name of Vendor's contact at Fujifilm.

8.3 Fujifilm shall pay correctly rendered, undisputed invoices by the end of the month following the month of receipt of invoice by Fujifilm, unless alternative payment terms are set out in the Order. Vendor may charge interest on unpaid amounts from the due date of payment of a valid undisputed invoice until payment at the rate of 6 per cent per annum.

## 9. Confidentiality

9.1 Each party agrees with the other:

9.1.1 to keep the other's Confidential Information confidential and not to use the other's Confidential Information save for complying with its obligations under the Contract; and

9.1.2 not to disclose the other's Confidential Information to a third party other than to: (i) its Staff who have a need to know the same for the purposes of performing the Contract; or (ii) its professional advisers who need to know the same for the purposes of providing professional advice to that party; or (iii) in the case of Fujifilm, to Fujifilm's customers to the extent that such customers have a right to audit Fujifilm and its sub-contractors (each a "Receiving Third Party"). Both parties shall ensure that each Receiving Third Party is subject to an equivalent duty to protect that Confidential Information to that set out in this clause 9 and agrees that it shall remain primarily liable to the disclosing party for any misuse or disclosure of the Confidential Information of its Receiving Third Parties.

9.2 The restrictions contained in clause 9.1 shall continue without limitation of time except that they shall cease to apply to information or knowledge which: (i) has in its entirety become public knowledge otherwise than through any unauthorized disclosure or other than breach of this clause 9; (ii) the disclosing party has consented in writing to being disclosed; (iii) is or has been independently developed by the other party without reference to or use of the disclosing party's Confidential Information or Intellectual Property Rights; or (iv) is necessarily disclosed pursuant to a statutory

or regulatory obligation, but then only to the extent of such required disclosure (and provided that the receiving party notifies the disclosing party of such disclosure, prior to disclosure, if it is legally permitted to do so).

## 10. Intellectual Property Rights

10.1 Subject to clause 10.2, no party shall acquire any right, title or interest in or under the other party's Background IPR.

10.2 Fujifilm grants to Vendor a royalty free, worldwide, non-transferable licence to use its Background IPR for the exclusive purpose of, and to the extent necessary for, performance of the Services. Vendor licenses its Background IPR to Fujifilm free of charge and on a non-exclusive, worldwide basis without limit in time to such extent as is necessary to enable the receipt and proper enjoyment of the Goods and/or Services by Fujifilm.

10.3 All title to and all rights and interest in any Fujifilm Foreground IPR shall vest in Fujifilm. Vendor hereby assigns to Fujifilm all title to and all rights and interest it owns in any Fujifilm Foreground IPR. All title to and all rights and interest in any Vendor Foreground IPR shall vest in Vendor. Fujifilm hereby assigns to Vendor all title to and all rights and interest it owns in any Vendor Foreground IPR.

10.4 Vendor shall defend, indemnify and hold harmless Fujifilm and its affiliates from and against all damages, liabilities, costs, expenses, damages and losses (including any fines and legal expenses) incurred by Fujifilm arising out of or in connection with any claim made against Fujifilm for actual or alleged infringement of a third party's Intellectual Property Rights or other rights arising out of, or in connection with, the supply or use of the Goods and/or Services, except to the extent that such claim relates to Fujifilm's Background IPR.

10.5 Vendor shall obtain, and maintain during the term of the Contract, any third party licenses and consents required in respect of the provision of the Goods and/or Services.

## 11. Data Protection

11.1 For the purposes of this clause 11, the terms, "Controller", "Processor", "Personal Data", "Process" and "Processing" shall have the meanings prescribed (as relevant) under all applicable laws relating to data protection, electronic communications and privacy, including (i) the Data Protection Act 2018; and (ii) the General Data Protection Regulation ((EU) 2016/679) ("GDPR") (and any update, modification or replacement of such laws) including applicable regulatory policies, guidelines or industry codes (the "DP Legislation").

11.2 Each party collects and processes Personal Data concerning the other party's employees for the purposes of contract and relationship management in its capacity as a Controller and in relation to such Personal Data that party will comply with all of its obligations under the DP Legislation.

11.3 If Vendor is to carry out any Services that will require it to Process any Personal Data in the capacity of a Processor, the Vendor will enter into a data processing agreement with Fujifilm to regulate such Processing.

## 12. Liability and Insurance

12.1 Nothing in the Contract shall limit or exclude:

12.1.1 either party's liability: (i) for death or personal injury caused by its negligence; (ii) for fraud or fraudulent misrepresentation; (iii) for any liability that is not permitted to be excluded by law; or (iv) under clauses 9, 11, 16.2, 16.3 or 16.5, or

12.1.2 Vendor's liability under clauses 4.2, 6.3 or 10.4:

12.2 Subject to clause 12.1:

12.2.1 Vendor's entire liability for the damage or destruction of real property and data arising from Vendor's breach of the Contract (including where arising in negligence) shall be limited to £10,000,000 (ten million pounds sterling); and

12.2.2 each party's liability (including in negligence) for any breach of the Contract shall be limited to two (2) times the total fees

paid, or to be paid, by Fujifilm pursuant to the Contract (excluding losses that are covered by clauses 12.1 and 12.2.1); and

12.2.3 neither party shall be liable, whether in contract, tort (including negligence) under or in connection with the Contract for: loss of profit; loss of business; depletion of goodwill; loss of anticipated savings; loss or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

12.3 Vendor shall have in place adequate insurance to cover the liabilities that may arise under or in connection with the Contract and shall on request produce the insurance certificate and receipt for the current year's premium.

## 13. Termination

13.1 Either party may immediately terminate the Contract by giving written notice to the other if the other:

13.1.1 ceases to trade, is unable to pay its debts or suffers an insolvency related event; or

13.1.2 is in material breach of any part of the Contract if such breach is either incapable of remedy; or, if such breach is capable of remedy, the breaching party fails to remedy the breach within 30 (thirty) days' after receipt of written notice specifying the breach and requiring it to be remedied. Any breach of clauses 9, 11, 15, 16.2 or 16.3 shall be deemed to be a material breach for the purposes of this clause.

13.2 Fujifilm may terminate the Contract at any time on giving 30 (thirty) days' written notice to Vendor.

13.3 Termination of the Contract shall not affect either party's accrued rights and obligations and the provisions of the Contract which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination. In particular the following clauses shall continue in force following termination: clauses 1, 4, 6, 9, 10, 11, 12, 13.3, 13.4, 14, 15.4 and 16.11.

13.4 Following termination of the Contract Vendor must immediately return to Fujifilm or destroy at Fujifilm's request:

13.4.1 all the property in its possession or under its control that belongs to Fujifilm and its parent, subsidiary or associated companies; and

13.4.2 all copies of any materials and records of any kind that are in its possession or under its control (and in any medium) that contain any part of Fujifilm's Confidential Information except that Vendor may retain one copy of any Confidential Information that it reasonably requires for its accounting purposes or to comply with any applicable laws.

## 14. Records and Audit

14.1 Vendor shall, at Fujifilm's request, grant access to Fujifilm or its auditors to the premises and relevant records of Vendor in order for Fujifilm to audit Vendor to confirm that Vendor is (i) "fit for purpose" and (ii) in compliance with the terms of the Contract. The audits shall be conducted on reasonable notice and no more than once per year.

14.2 Fujifilm (and, if applicable, its customers) may carry out quality audits of Vendor in accordance with the terms of the Technical Agreement.

14.3 Vendor shall, if requested, provide to Fujifilm Vendor's report under SSAE 16 (Statement on Standards for Attestation Engagements No 16, published by the American Institute of Certified Public Accountant) which shall be at a minimum SOC1 (Service Organisation Control 1) Type II report.

## 15. Import and Export Laws

15.1 Vendor represents and warrants that it shall comply with all applicable Export/Import Laws and Sanctions. Vendor shall obtain in a timely manner and at its own expense, all licences, authorizations, consents or permits required by Export/Import Laws and Sanctions for the import and export of Goods and/or the provision of Services supplied under the Order.

15.2 Vendor shall promptly notify Fujifilm in writing of the control list classification number, any Export/Import Laws, licence

requirements, exceptions or exemptions that may apply to the Goods supplied under the Order so as to enable Fujifilm to use and/or resell the Goods in full compliance with Export/Import Laws.

15.3 Vendor shall not expose Fujifilm to the risk of violating, or to any negative consequences under, Sanctions, Export/Import Laws.

15.4 Vendor shall defend, indemnify and hold harmless Fujifilm and its affiliates from and against all damages, liabilities, costs, expenses, damages and losses (including any fines and legal expenses) which Fujifilm may incur as a result of Vendor's failure to comply with clauses 15.1, 15.2 and 15.3.

15.5 Fujifilm may deem Vendor's failure to comply with the terms of this clause 15 a material breach of the Contract which is not capable of remedy and which is subject to the termination provisions of clause 13.1.

## 16. General

16.1 **Change:** If either party wishes to change any aspect of the Contract then such change will only be effective if agreed by both parties in writing in accordance with Fujifilm's change process.

16.2 **Modern Slavery:** In performing obligations under the Contract each party shall comply with the Modern Slavery Act 2015.

16.3 **Bribery and Tax Evasion:** Vendor shall not engage in any activity, practice or conduct which would constitute either: (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017 and shall have and shall maintain in place throughout the term of the Contract such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including Staff and Vendor's suppliers) and to ensure compliance with this clause 16.3. Each party shall not do or omit to do any act that would cause either party to be in breach of any anti-corruption legislation including the Bribery Act 2010. Neither party shall offer or give, or agree to give, to any employee, agent, servant or representative of the other or any other person employed by or on behalf of the other any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the Contract (including its award to Vendor, execution or any rights and obligations contained in it), or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

16.4 **Business Continuity:** Vendor must have in place reasonable contingency and disaster planning arrangements designed to minimise any interruption or disruption to the provision of the Goods and/or Services including interruptions and disruptions caused by the loss, damage or destruction of any premises, equipment, infrastructure or records and shall implement the same in the event of the occurrence of any event or circumstance covered by the same.

16.5 **Debarment:** Vendor represents and warrants that neither it nor any of its officers, directors, or its employees performing services under the Contract has been debarred, or convicted of a crime which could lead to debarment, under the Generic Drug Enforcement Act of 1992, 21 United States Code §§335(a) and (b).

16.6 **Notices:** Any notice required to be served by either party on the other shall only be effective if it is in writing and sent to a party at its registered office for the attention of its Legal Counsel and its CEO.

16.7 **Third Parties:** No term of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it.

16.8 **Publicity:** Vendor agrees not to use or reference in any advertising, press release, interview, presentation to prospective clients, article, promotional material, or other communication Fujifilm's company or representative name, endorsement, direct or indirect quote, code, drawing, logo, trademark, specification, or picture without the prior written consent of Fujifilm, which consent may be withheld at its absolute discretion.

16.9 **Waiver:** Except as set out in these terms and conditions, any variation to the Contract shall only be binding when agreed in writing and signed by each party. Failure to exercise (or to fully

exercise), or any delay in exercising, any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. Each right or remedy of a party under the Contract is without prejudice to any other right or remedy of that party under the Contract or at law.

16.10 **Assignment and Subcontracting:** Vendor shall not assign or sub-contract the whole or any part of the Contract without the prior written consent of Fujifilm. If Fujifilm permits Vendor to subcontract any or all of its obligations under the Contract Vendor shall remain primarily liable to Fujifilm for performance of the Contract and procure that its subcontractors sign up to terms no less stringent than those set out in the Contract.

16.11 **Governing Law and Jurisdiction:** The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by English law and any dispute arising out of the Contract shall be subject to the non-exclusive jurisdiction of the English Courts (including in relation to any non-contractual obligations).