



Terms and Conditions Agreement

The terms and conditions herein constitute the entire agreement between the parties (buyer and seller) and no other promises or agreements shall be of any force or effect unless otherwise put in writing and signed by both parties. These terms and conditions may be amended at any time.

Acceptance of Terms and Conditions: A mailed, faxed, or emailed purchase order constitutes an agreement with Moligo Technologies to provide the Product quoted, for the purchase price quoted, and an acceptance of the Term and Conditions described herein.

Definitions:

- Seller: Moligo Technologies AB or also "Moligo"
- Buyer: The person(s), company, corporation, third party representative issuing a purchase order for the seller's product, or customers of the buyer.
- Product: The goods, services, material, and/or items delivered.
- Party: Seller and Buyer individually (collectively as Parties)
- Confidential Information: Any and all visual, oral, written and/or electronic confidential and/or proprietary information, proprietary materials, price estimates provided of a Party or its Affiliates.

The term "Confidential Information" does not include information which (i) is or becomes generally available to the public other than through the fault of the receiving party, (ii) the receiving party can demonstrate by written records was within the receiving party's possession or otherwise known to the receiving party prior to its being furnished to the receiving party by or on behalf of the disclosing party, provided that the source of such information was not bound by a confidentiality obligation to the disclosing party, (iii) becomes available to the receiving party on a non-confidential basis from a source other than by or on behalf of the disclosing party, provided that such source is not bound by a confidentiality obligation to the disclosing party, or (iv) the receiving party can demonstrate by clear and convincing evidence was developed by or on behalf of the receiving party independent of knowledge or information obtained from the disclosing party. To the extent any



Confidential Information is required by Applicable Law to be disclosed to a governmental authority, the receiving party may disclose that portion of such Confidential Information that in the opinion of its counsel is required to be disclosed, provided, however, that to the extent permitted by Applicable Law, the receiving party shall use its best efforts to obtain the agreement of such above-mentioned authority to maintain the confidentiality of any such information and shall give the disclosing party prompt notice of such required disclosure in order to allow the disclosing party to seek protective treatment of such information.

- Intellectual property: patents, patent applications, rights to inventions, supplementary protection certificates, copyright and related rights, trade marks and services marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted) renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
- Background IP: Background IP means any and all Intellectual Property Rights owned and/or controlled by a Party and/or its Affiliates, existing prior to the Acceptance of Terms and Conditions or generated outside and independently of the performance of the activities to deliver the Product.
- Results: any and all information, data, know-how, report, protocol, result, patentable or not, obtained, generated or created through or resulting from the use of the Product.

Confidentiality: To enable the performance of the service, the Parties might acquire Confidential Information. The Receiving Party undertakes to keep strictly confidential and not to publish or disclose to any third party, all Confidential Information which is transmitted visually, orally, in writing, in electronically, or in any and all other manner by the Disclosing Party, without the prior written consent of Disclosing Party. Notwithstanding the foregoing, with respect to any information that constitutes a trade secret,



the Receiving Party's obligations of confidentiality and non-use under this Agreement shall continue so long as the relevant information are not made legally available to the public by the Disclosing Party.

The Receiving Party shall only be entitled to disclose, on a need to know basis for the purpose of the performance of this Agreement, the Disclosing Party's Confidential Information to its and its Affiliates' directors, employees, consultants, subcontractors, licensors or to a potential acquirer of all or substantially all of the assets of the business to which this Agreement pertains (hereinafter, collectively the "Authorized Recipients"); provided that the Receiving Party has previously bound such Authorized Recipients by confidentiality and restricted use obligations at least as stringent than those set forth in this Agreement. The Receiving Party shall be responsible towards the Disclosing Party for any breach by its Authorized Recipients of any such confidentiality and restricted use obligations.

Ownership: The Parties agree that any and all Results and any Intellectual Property Rights derived from the Results shall be the sole property of the Buyer. Each Party shall retain any and all right, title and interest in and to its respective Background IP. Neither Party shall use, modify, improve, commercialize, or otherwise exploit the other Party's Background IP, without the prior written consent of such Party, otherwise than solely for the purpose of the Project, during the Term, and in accordance with the terms of the Agreement.

Records: Except as otherwise set forth in this Agreement, Moligo will own all rights in the written and electronic records, accounts, notes, reports and data relating to its performance of the Services (the "Records").

Imitation of Liability: In no event shall Moligo be liable for indirect, incidental, special, or consequential damages, or damages of any kind incurred by the buyer or any third party, resulting from any use or misuse or failure of the products, even if the seller or any other person has been advised of the possibility of such damage, including, without limitation, liability for loss of use, loss of work, loss of work in progress, loss or revenue or profit, any liability of buyer to a third party, or any other damage or loss occasioned by such product including personal injury or property damage, unless such personal injury or property damage is caused by seller's gross negligence. In no event shall Moligo's liability for damages hereunder



exceed the amount paid by the buyer for the product giving rise to the liability.

Patent Disclaimer: Moligo does not warrant that the use of the Product delivered will not infringe the claims of any other patents covering the product itself or the use thereof.

Warranty: Moligo warrants the Product supplied will conform to the Moligo quality standards, for a period of 90 days or until the 100% of the Product supplied is processed in any way by the Buyer, whichever comes first. Unused Product must be returned to Moligo for re-analysis.

Subcontracting: Moligo may subcontract any portion of the Services, provided Moligo remains liable for the performance of its subcontractor.

Independent contractor: Moligo shall perform the Services as an independent contractor of Buyer and shall have complete and exclusive control over the Moligo Facilities and its equipment, employees and agents. Nothing in this Agreement, any attachment hereto nor any other written agreements made pursuant hereto shall constitute Moligo, or anyone furnished or used by Moligo in the performance of services hereunder, an employee, joint venturer, partner or servant of Buyer.

Shipping: The buyer is responsible for all shipping charges, taxes, VAT, duties, customs brokerage fees, fuel, fuel surcharges, storage, insurance, and any other cost associated with transporting the product from Moligo to the destination.

Order Cancellation: Cancelled orders are subject to a cancellation charge based on the schedule below, plus the cost of non-standard materials used and purchased for the production of your order.

- Cancellation Charge Post Procurement – 25% of order
- Cancellation Charge Post Synthesis – 75% of order
- Cancellation Charge Post Purification – Non-Cancellable

Payment: Payment terms shall be 30 days after shipment. Moligo reserves the right to charge a monthly 500 SEK late fee and accrue interest at a rate of 1.5% per month, or the maximum allowable by Swedish law, to outstanding invoices beyond 30 days of shipment. Buyer is responsible for collection costs on past due accounts.

Right of Refusal: Moligo reserves the right not to fulfill an order in part or in its entirety for any reason including but not limited to items not consistent



with minimum Moligo quality standards, intellectual property concerns, failure of supplier, delinquent buyer account, etc.

Force Majeure: Moligo will not be responsible or liable for any delay in delivery Product or cancellation, if caused by any act of God, fire, flood, war, or failure of third parties to perform their obligations.

Severability: If any provision of these Terms and Conditions is held invalid, illegal, inapplicable, or unenforceable, the remainder of these Terms and Conditions shall remain in force and in effect.

Export: Moligo's products are subject to Swedish export laws, rules, treaties, regulations, and international agreements. All recipients assume the responsibility of abiding by the Swedish export laws, rules, treaties, regulations, and international agreements along with applicable foreign laws when transferring, selling, importing, exporting, re-exporting, diverting, or otherwise disposing of Moligo product.

Governing law: This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the Law of Sweden.

Damages Limitations: NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, MOLIGO'S TOTAL LIABILITY TO BUYER FOR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY QUOTE OR ANY OTHER WRITTEN AGREEMENT MADE PURSUANT HERETO, SHALL NOT EXCEED, AND MOLIGO SHALL NOT BE REQUIRED TO PAY, INDEMNIFY OR REIMBURSE BUYER FOR ANY AMOUNT IN EXCESS OF, THE AMOUNT PAID UNDER THE QUOTE ON WHICH SUCH LIABILITY IS BASED. BUYER'S CLAIM FOR A RETURN OF SUCH AMOUNTS PAID SHALL BE BUYER'S EXCLUSIVE REMEDY FOR ANY DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL ANY PARTY BE ENTITLED TO INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING IN CONNECTION WITH THE DEFAULT OR BREACH OF ANY OBLIGATION OF ANY OTHER PARTY UNDER THIS AGREEMENT.

Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES AND THE RESULTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. MOLIGO HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, TO BUYER AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MOLIGO OR MOLIGO'S



EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF BUYER'S RIGHTS.

Survival: Each Section that, by its terms, contemplates performance or obligations following the termination of this Agreement shall so survive.