

General Terms and Conditions

ENZYAN BIOCATALYSIS GMBH

V 1.0 // released on Dec. 06 2022

NOTE: Only the German version of this document is legally binding. Versions translated to other languages are intended for informational use only.

1 Scope

- 1.1 The General Terms and Conditions (hereinafter referred to as "**GTC**") shall apply to all services provided by Enzyan Biocatalysis GmbH with the business address Petersbachstraße 41, 8042 Graz, Styria, registered in the commercial register of the Regional Court for Civil Matters Graz under FN 577750 h, e-mail: office@enzyan.com (hereinafter referred to as "**We**" or "**Contractor**") to the Client (hereinafter referred to as "**Client**"; together with the Contractor "**Contracting Parties**"; individually each "**Contracting Party**"), as well as to all products created by the Contractor for the Client.
- 1.2 By accepting the order, the client expressly accepts these GTC. The validity of the client's general terms and conditions is expressly excluded.
- 1.3 These GTC apply to all our present and future deliveries, services, offers and legal declarations, even if no express reference is made to the validity of these GTC.
- 1.4 Subsidiary agreements and amendments to provisions of the GTC shall in any case require the written consent of the Contractor in order to be legally effective, whereby transmission by fax or e-mail shall in any case not be sufficient for compliance with the requirement of written form. This written form requirement shall also apply to any contractual deviation from the written form requirement.
- 1.5 Silence on the part of the Contractor shall in no case be deemed a legally effective declaration.
- 1.6 All designations contained in the GTC are to be understood as gender neutral.

2 Scope of Services and Bidding Documents

- 2.1 The type and scope of the agreed service and details of the order shall result from these GTC and the respective individual contract between the Contractor and the Client in which the main services are specified ("**Individual Contract**"; together with these GTC "**Agreement**").
- 2.2 Information in catalogs, brochures and the like about the services (hereinafter "**Offer Documents**") shall not be binding and shall only become part of the contract if we refer to them in writing in these GTC or the individual contract.
- 2.3 The offer documents remain the property of the contractor. Any further use and adoption of the contents of the offer by the Client or any third parties involved is therefore only permitted with the consent of the Contractor. In case of rejection, the offer documents shall be returned in any case and any use of the offer contents by the Client shall be inadmissible.

- 2.4 The Contractor shall execute the order on the basis of the recognized rules with such care as appears reasonable according to the state of science and technology known at the time of execution and shall endeavor to achieve the project objective and the intended results. However, the Contractor shall not owe any further guarantee, liability or warranty for the achievement of the project objective and the intended results. He neither owes a success nor the industrial or economic usability of the results.
- 2.5 The scope of personnel deployment shall be determined exclusively by the Contractor.

3 Change of Performance, Disturbance of Performance

- 3.1 If, in the course of the performance of the order, a service becomes necessary which is not provided for in the agreement, the Contractor shall immediately inform the Client in text form. Subsequently, the required change to the order shall be determined by mutual agreement with simultaneous agreement of the corresponding remuneration.
- 3.2 The Contractor shall carry out requests for changes at the request of the Client in accordance with the available resources and against a corresponding increase in the remuneration and adaptation of the time schedule. This shall apply equally to a detailing of the order communicated by the Customer which includes a change in performance.
- 3.3 As soon as the Contractor becomes aware of any circumstances that may make it impossible to fulfill the order in accordance with the contract, it shall notify the Client of these circumstances in text form without delay. The parties to the contract shall decide jointly on the further course of action. The Contractor may request the Customer to decide within 1 month from the request whether the services are to be changed with a corresponding adjustment of the remuneration in such a way that the order becomes possible. This does not affect the possibility to terminate the contract according to point 11 of these GTC.

4 Plan of Work and Time Schedule

- 4.1 The agreement begins - unless otherwise agreed - with the signing of the agreement by both parties.
- 4.2 A plan of work and time schedule - if desired by the contracting parties - shall be agreed in the individual contract.
- 4.3 The plan of work and time schedule describe milestones and the expected time of milestone achievement.
- 4.4 In addition, the expected date of completion of the work shall be announced ("**final date**"). However, this final date is in principle non-binding.
- 4.5 In the event of an overrun of the plan of work and time schedule for which the Contractor is not responsible (e.g. force majeure, problems in the sphere of the Client), the Contractor shall notify the Client immediately, but shall not entitle the Client to withhold or reduce the remuneration.
- 4.6 In the event that the Contractor is responsible for exceeding the plan of work and time schedule, the Customer shall be obliged to grant the Contractor a grace period for the performance of the service of at least 30 days, provided that a binding final date has been agreed. Any liability of the Contractor for consequential damages within this grace period shall be excluded.

- 4.7 At the Final Date, the Contractor shall prepare a report in text form reporting to the Client on the results of the Services and Contract Research ("**Final Report**").

5 Remuneration

- 5.1 The amount of remuneration and its due date shall generally be regulated in the individual contract ("**payment plan**").
- 5.2 If no payment plan is agreed in the individual contract, an appropriate fee shall be deemed to have been agreed.
- 5.3 All prices are in EURO - if not explicitly stated otherwise - and exclude the applicable statutory VAT.
- 5.4 If the Contractor assumes that no VAT is due and if it turns out at a later point in time that the performance or parts of the performance of the Contractor are subject to VAT, the Contractor shall be entitled to invoice the VAT subsequently. The Customer declares its willingness to pay the VAT. This shall also apply to periods already passed. In this context, the Client irrevocably and indefinitely waives the objection of the statute of limitations.
- 5.5 Unless otherwise stipulated in the individual contract, the remuneration shall accrue monthly for services already rendered and shall be due for payment on the 15th of the following month in each case ("**due date**").
- 5.6 If the Client does not pay within 30 days after the due date, default interest in the amount of 9.2 percentage points above the respective base interest rate of the Austrian National Bank shall be charged without the need for a reminder. If the delay results in greater damage, the Contractor reserves the right to claim the full amount of such damage. The Contractor shall be entitled to charge the Client for all costs incurred as a result of the delay in payment.
- 5.7 The Contractor shall be entitled of its own accord, as well as at the request of the Customer, to adjust the amount of the remuneration if changes in the amount of at least 2% occur with regard to
- 5.7.1 of wage costs by law, regulation, bargaining agreement, company agreements or
 - 5.7.2 other cost factors necessary for the provision of services, such as material costs due to recommendations of the Joint Commissions or changes in national or world market prices for raw materials, changes in relevant exchange rates, etc.
- have occurred since the conclusion of the contract.
- 5.8 The adjustment according to item 5.7 shall be made to the extent that the actual production costs at the timepoint of the conclusion of the contract change compared to those at the timepoint of the actual performance.
- 5.9 The client is not entitled to set off.
- 5.10 Rights of use to results and any property rights which the Contractor grants to the Client under individual contracts shall not pass to the Client until the Client has made full payment.
- 5.11 Dismantling costs (e.g. disposal or archiving of research material, return of various material samples to the client, etc.) are not included in the remuneration and will be notified to the client by the contractor within 30 days after complete dismantling.

- 5.12 The client is not entitled to withhold payments. This applies in particular to (alleged) warranty claims.

6 Rights of use and exploitation, inventions

- 6.1 The Contractor shall transfer to the Client those rights of use and exploitation of intellectual property rights that arise during the preparation of the final report and are simultaneously also depicted in the final report and defined in the individual contract ("**Foreground IP**").
- 6.2 Other rights of use and exploitation of intellectual property rights, such as operational know-how ("**Background IP**"), shall not be transferred to the Customer. The Contractor shall retain the unrestricted, worldwide, exclusive and irrevocable rights of use and exploitation of the Background IP.
- 6.3 If the activity of the Contractor within the scope of services according to item 2 ("**Contract Activity**") leads to a new invention that is patentable and/or licensable, the Customer shall inform the Contractor thereof without delay. In this context, the contracting parties undertake to refrain from anything that could be detrimental to patentability or licensability.
- 6.4 If the commissioned activity results in a new invention that is patentable and/or licensable and was not expected as a result of the commissioned activity ("**chance discovery**"), the Contractor shall be entitled to set a deadline of 30 days for the Client to declare whether it will seek protection for the chance discovery.
- 6.5 If the Contractor allows this period according to point 6.4 expires without confirming that he will have this invention protected as soon as possible or as soon as the Client informs him that he will not have the chance discovery protected, the Contractor shall be entitled to have this invention protected in his name and on his account.
- 6.6 Insofar as the Contractor notifies the Company within the period 6.4 that he wishes to have the chance find protected, the Contractor shall be entitled to a reasonable fee for this in addition to point 5.

7 Cooperation obligations of the Client

- 7.1 The Customer shall be obliged to support the Contractor in the execution of the order to the best of its knowledge and to provide the Contractor with all necessary documents and information in such a timely manner that the Contractor can perform the work without loss of time. Any damage or additional expenses incurred due to defective or untimely cooperation of the Client shall be borne by the Client.
- 7.2 The Customer shall be obliged to take measures to ensure the accuracy of such information and documents to be provided to the Contractor and shall warrant the accuracy of such documents and information.

8 Publications

- 8.1 Provided that both contracting parties agree, the publication of research results and directly related technical papers is permitted.
- 8.2 The contracting parties undertake not to refuse their consent to a publication without reason.
- 8.3 If a contracting party refuses to give its consent to publication, the other party may request it to state its reasons within 14 days.
- 8.4 Such a justification must explain in a comprehensible manner why no consent to publication is given.

9 Warranty

- 9.1 The warranty rights of the customer are excluded to the extent permitted by law.
- 9.2 If the Contractor's performance does not comply with the agreement in terms of type, content or scope, the Client shall give written notice of this immediately after receipt of the final report, at the latest within 8 days - in the case of hidden defects within 3 days after discovery. The complaint shall be sufficiently substantiated.
- 9.3 The defectiveness at the time of handover has to be proven by the customer. The presumption of § 924 ABGB is excluded.
- 9.4 In the event of a defect, the client shall only have the right to demand improvement or supplement of the missing service. Other warranty claims are excluded.
- 9.5 The claims for improvement or supplement shall be fulfilled by the Contractor within a reasonable period of time. A claim for damages due to delayed service cannot be asserted within this period.
- 9.6 The services shall be deemed to have been rendered in full upon written declaration of acceptance by the Client. If the Client does not comment within 30 days after submission of the final report, acceptance shall be deemed to have been granted.
- 9.7 The statutory period of limitation for warranty claims is 3 months from the date of submission of the final report.

10 Liability

- 10.1 The Contractor shall only be liable for personal injury and damage caused by gross negligence or caused intentionally.
- 10.2 The Contractor's liability shall be limited to the costs of remedying the damage, excluding liability for consequential damage and loss of profit, unless the Contractor caused the damage intentionally.
- 10.3 The liability of the Contractor shall be limited in any case to the amount of the remuneration pursuant to item 5 limited.
- 10.4 The Client must prove the existence of blatant gross negligence or intent.
- 10.5 Claims for damages become time-barred 6 months after knowledge of the damage and the damaging party.

- 10.6 The Contractor shall not assume any liability or warranty that the results developed within the scope of the project are free of third-party rights. The Contractor undertakes to inform the Client without delay, if necessary, of any third-party property rights already known to the Contractor or which become known to the Contractor during the course of the project and which are relevant to the project.
- 10.7 The Contractor shall not be liable for any damage incurred by the Client or a third party in connection with the use of already existing property rights or results.

11 Early Termination/

- 11.1 The contractual relationship may be terminated by either party for good cause with immediate effect.
- 11.2 Good cause for the Contractor shall be deemed in particular:
- 11.2.1 if the Client violates essential provisions of this agreement;
 - 11.2.2 if the Contractor no longer has a key employee available;
 - 11.2.3 if the Contractor is no longer able to provide the agreed service;
 - 11.2.4 if it becomes apparent after conclusion of the contract that the research objective cannot be achieved or if there is no prospect of success;
 - 11.2.5 if the Client is in arrears with a payment for 3 months from the due date;
 - 11.2.6 if the material absolutely necessary for the performance of the service to which the Contractor is obliged under the Agreement is not available on the market.
- 11.3 In the event of termination of the agreement for good cause, the Contractor shall determine the costs accrued up to that point. If these are not covered by the payments made up to that point, the Client undertakes to transfer the difference to the Contractor within 6 weeks of termination.
- 11.4 If the agreement is terminated before the expiration of 2 months from the beginning of the service provision, the Contractor shall nevertheless be entitled to invoice the first 2 months from the service provision according to the payment plan.
- 11.5 If the Customer has overpaid the Contractor, the Contractor undertakes to transfer the overpaid amounts to the Customer within 6 weeks after termination. A refund of amounts already used by the Contractor for the intended purpose is excluded.
- 11.6 The Contractor reserves the right to charge a cancellation fee in the event of termination by the Client, which may be determined by individual contract.

12 Prohibition of Enticement of Employees

- 12.1 The contracting parties agree that they shall neither directly nor indirectly entice away the employees of the respective other contracting party during an ongoing contractual relationship and up to 12 months after the transmission of the final report, nor cause such an employee to terminate the respective contractual relationship with the contracting party.
- 12.2 In the event of a violation of item 12.1 the enticing party shall pay the other party liquidated damages in the amount of one year's salary of the enticed employee.

13 Secrecy

- 13.1 If a separate non-disclosure agreement has been concluded in writing between the contracting parties, this agreement shall supersede item 13 of these GTC. If no separate non-disclosure agreement has been concluded between the parties, item 13 of these GTC applies.
- 13.2 The Contracting Parties shall keep secret all information, know-how or other non-public documentation contained under this Agreement (the "**Protected Information**"). The Contracting Parties shall mark the relevant documents as secret.
- 13.3 The contracting parties must also oblige their employees and suppliers to maintain confidentiality by means of appropriate non-disclosure agreements. The confidentiality obligation for employees and suppliers must also be imposed on them to a legally permissible extent for the period after termination of their respective contract.
- 13.4 The contracting parties must secure all Protected Information from access by unauthorized persons and store it in a safe place. Employees of companies affiliated with the respective contractual partner shall not be considered unauthorized persons in the aforementioned sense.
- 13.5 The obligation to maintain secrecy shall continue after termination of the contract and shall end five years after the end of the contract.
- 13.6 The obligation to maintain secrecy shall not extend to information which is or has become public knowledge or which has otherwise been lawfully acquired and which is proven to have been known to the contracting parties prior to its disclosure or which has become known to third parties through no fault of the contracting parties.
- 13.7 The contracting parties undertake to return, after termination of the contract, documents which have been received from the other contracting party and which still contain secret information at that time.

14 Severability clause, place of jurisdiction, applicable law

- 14.1 Should individual provisions of these GTC be invalid, the validity of the remaining provisions shall not be affected. An invalid provision shall be replaced by a valid provision that comes as close as possible to the intended economic purpose of the original provision. In case of doubt, the invalid provision shall be deemed to be replaced by such valid provision.
- 14.2 For all disputes arising from or in connection with contracts to which these GTC apply, including all disputes regarding the effective conclusion of the GTC, only Austrian law shall apply without exception, excluding all further references to foreign law. The application of the UN Sales Convention is excluded.
- 14.3 The exclusive place of jurisdiction for disputes 14.2 shall be the competent court in 8010 Graz.

15 Amendment of the GTC

- 15.1 Substantial changes to these GTC, including this item, require express or implied agreement with the Client.
- 15.2 Other changes to these GTC may be made at any time at the reasonable discretion of the Contractor. The Client shall be informed in text form about the amendment of the GTC. The amendments shall come into force at the time announced in the information, which shall not be earlier than the time of dispatch of the GTC, and the contract shall continue with the amended GTC from that time.
- 15.3 The changes shall be deemed to be agreed if the Client does not object in text form within 4 weeks of the new GTC being sent. The Client shall be informed in the amendment offer that its silence by failure to object within 4 weeks shall be deemed to be consent to the amendments.

16 Other

- 16.1 If meetings are necessary, the Contractor alone shall determine whether they are held online or in person.
- 16.2 If the meetings are held in presence and nothing else is agreed, the Contractor's registered office shall be deemed the place of the meeting.
- 16.3 The Contractor is entitled to name the Client as a customer and/or cooperation partner on the Contractor's website. For this purpose, the Client grants the Contractor the right to use the name and logo of the Client on the Contractor's website for the purpose of naming the Client as a customer and/or cooperation partner. The Customer warrants that it is entitled to grant the Contractor the right to use the logo and that no third-party rights (e.g. trademark rights, copyrights) conflict with such use. The Client shall indemnify and hold the Contractor harmless if it was not entitled to grant the right of use.
- 16.4 The Customer shall be entitled to name the Contractor as a cooperation partner on the Customer's website. For this purpose, the Client shall be granted the right by the Contractor to use the name and logo of the Client on the Contractor's website for naming as a cooperation partner.