

General Terms and Conditions of BioKite

1. Definitions

In these General Terms and Conditions the following terms shall have the following meaning:

- 1.1 **Agreement:** every contract and/or related (legal) acts between BIODITE and Client, as well as every quotation, inquiry and/or advice to which BIODITE and/or Client are a Party.
- 1.2 **Assignment:** All work connected to specific activities that BIODITE undertakes on behalf and for the Client as described in the Agreement.
- 1.3 **BIODITE:** BioKite registered in Ede, and registered with the Chamber of Commerce in Arnhem under number 81443269.
- 1.4 **Client:** a Party engaging BIODITE to provide services and offering advice.
- 1.5 **Confidential Information:** Any business, financial, scientific and technical information, data, substances and materials including but not limited to any physical items, ingredients, samples, compounds, components or other materials in any form or format disclosed by the one Party or its affiliates to the other Party or its affiliates in connection with the purpose set forth in the Agreement. Such information may be disclosed in electronic, written, oral or any other form or format and must be clearly marked as 'confidential' or, in case of oral information, reduced in writing by the disclosing Party and communicated to the receiving Party within thirty (30) days after its first disclosure.
- 1.6 **Party/Parties:** respectively BIODITE and/or Client.

2. Applicability

- 2.1 These General Terms and Conditions are part of all Agreements concluded with BIODITE, and apply to all its offers and quotes for the performance of work.
- 2.2 Clauses or provisions that are in derogation of these General Terms and Conditions will only be binding for BIODITE if it has provided written confirmation of such, and only apply to the Agreement for which they have been created.
- 2.3 BIODITE rejects the applicability of the Clients General Terms and Conditions unless otherwise agreed in writing.

3. Formation, fulfilment and cancellation of Assignments

- 3.1 Assignments or changes thereto will only be accepted by BIODITE in writing.
- 3.2 Unless they specify a term for acceptance, offers or price quotes will not be binding for BIODITE, and will only be valid as an invitation to grant an Assignment.
- 3.3 In addition to providing services and offering advice, Assignments may also include the supply of goods such as samples and test products.
- 3.4 BIODITE is entitled to contract third parties to deliver goods and/or services upon receipt of approval from the Client, on behalf of and at the risk and expense of the Client. General terms and conditions of these third parties that apply proportionately to BIODITE will also apply in full to the Client.
- 3.5 A full or partial cancellation of the Assignment by the Client must be submitted in writing and by giving BIODITE thirty (30) calendar days prior written notice. In such a case, the Client shall be obliged to pay BIODITE a compensation equal to the agreed fees apportioned to the work already rendered by BIODITE, plus any additional costs incurred by BIODITE as a result of the (partial) cancellation.
- 3.6 Either Party may terminate the Agreement by written notice forthwith in the event the other Party:

(i) is in default with respect to any material term or condition to be undertaken by it in accordance with the Assignment and / or the provisions of the Agreement, and such default continues unremedied for a period of thirty (30) days after written notice thereof by the aggrieved party to the defaulting party;

(ii) is affected by a force majeure which cannot be removed, overcome or abated within three (3) months; or

(iii) shall make any assignment for the benefit of creditors or shall file any petition in connection thereto, shall file a voluntary petition in bankruptcy, be adjudicated bankrupt or insolvent, if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed for that party (and is not dismissed within sixty (60) days after appointment).

4. Delivery/Delivery dates/Retention of title

- 4.1 Delivery dates are non-binding target dates, unless explicitly stipulated as deadlines and accepted as such by BOKITE.
- 4.2 If BOKITE foresees at any time that she cannot, not timely or properly fulfill the obligations in connection with an accepted Assignment, BOKITE must immediately inform the Client.
- 4.3 The ownership of the goods delivered will not pass to the Client until they have been paid for in full.

5. Cooperation

- 5.1 BOKITE will perform the Assignment to the best of its knowledge and in good faith, with due observance of the best practices applicable within the sector.
- 5.2 The Client will provide BOKITE with all the information and items that BOKITE requires for the proper and prompt execution of the Assignment and will do so in a timely manner.
- 5.3 This also applies to making employees from the Client's organization sufficiently available if these individuals are involved in the execution of the Assignment.

6. Prices/Payment

- 6.1 All prices indicated by BOKITE are exclusive of turnover tax (ex-VAT).
- 6.2 BOKITE is entitled to invoice on a periodic basis.
- 6.3 The Client must pay all BOKITE invoices within 30 days of the invoice date.
- 6.4 Objections to the amount of an invoice will not suspend the Client's obligation to pay.
- 6.5 Starting on the 31th day after the invoice date, and without any notice of default being required, the Client will owe BOKITE interest over the outstanding amount due to BOKITE of 1% per month, unless the statutory rate of interest is higher, in which case the statutory rate of interest will be due.
- 6.6 All out-of-court and extrajudicial costs of collection will be at the Client's expense.
- 6.7 BOKITE is authorized to suspend the performance of the Assignment in the event of late payment of its invoices.

7. Liability

- 7.1 BOKITE is not liable for failures in the performance of the Assignment and the consequences thereof, except to the extent that these are caused by gross negligence or willful misconduct on the part of BOKITE.
- 7.2 BOKITE will not accept any liability for damages arising from the Client's application or use of the services, advice and/or products provided by BOKITE. BOKITE does not warrant, either expressed or implied, that the performance of the Assignment will not infringe upon intellectual property

- rights of any third party The Client is responsible for ascertaining whether the application or use of the above is in compliance with the regulations applicable to the Client or is otherwise permissible.
- 7.3 The Client warrants the accuracy of the information it provides to BOKITE relating to the technical and other aspects - including relevant intellectual property - involved in the Client's product or service for which BOKITE supplies products and/or services.
- 7.4 The Client indemnifies BOKITE from claims from third parties which could originate from Assignments the Client awards to BOKITE, unless such claims are due to gross negligence or willful misconduct on the part of BOKITE.
- 7.5 BOKITE's liability under the Agreement will in no event exceed the amount of the invoices actually paid to BOKITE under the relevant Agreement.

8. Confidentiality

- 8.1 The Parties are not permitted to disclose Confidential Information about the other Party or which has been made available by the other Party or derived from third parties without the prior written permission from that other Party. This obligation applies to the duration of the Assignment and for three years after the term unless agreed otherwise.
- 8.2 Notwithstanding the requirement in the previous paragraph, the Parties may disclose the aforementioned Confidential Information to their respective employees, representatives, suppliers, subcontractors, advisers and affiliated companies that are involved in the performance of the Assignment and exclusively to the extent they must possess this knowledge, on the understanding that:
- (a) The disclosing Party, in the event this type of announcement is made to a person or entity that is not in the employ of the disclosing Party, will nonetheless remain liable for unauthorized announcements; and
 - (b) the duties of confidentiality apply to this person or entity that are equally as restrictive as the confidentiality statements embodied in the Assignment;
- 8.3 With regard to all the Confidential Information that originates from one Party and has been disclosed to the other Party, or that the other Party has come to possess, the Party receiving the information:
- (a) will take all reasonable measures to guarantee the safekeeping and secure use of the Confidential Information, and these measures must embody all the measures that Party implements to protect its own proprietary information or Confidential Information of a similar nature;
 - (b) the Confidential Information is not used for purposes other than those for which it was disclosed or destined;
 - (c) the Confidential Information may not be kept longer than is reasonably necessary for the fulfilment of its obligations to the other Party, and this Confidential Information, including any copies made of such, must be returned either immediately after the other Party's fulfilment of its obligations, or, upon receiving authorization in writing from the other Party, destroyed.
- 8.4 A Party that has received Confidential Information is not obliged to observe secrecy in respect thereof if and to the extent this Confidential Information:
- (a) is already lawfully in that Party's possession prior to receiving it from the disclosing Party; or
 - (b) was independently developed by that Party without reference to or use of the Confidential Information of the Discloser; or
 - (c) is already known in the public domain, or at least generally available in the public domain; or
 - (d) is disclosed to that Party by a third party which is in lawful possession of such information and/or materials and is not in breach of any obligation of confidence to the disclosing Party; or
 - (e) is approved for release upon the disclosing Party's prior written permission.

- (f) is required by law to be disclosed by that Party to a judicial, government or supervisory body, provided that Party has notified the other Party well in advance of this requirement to disclose, such that the other Party will have sufficient opportunity to file an objection to this disclosure.

9. Processing of personal data

- 9.1 With regard to personal data ('Personal Data') originating from as well as having been processed and supplied by BOKITE, the Client, acting in the capacity of processor as defined in Section 1, under e of the Personal Data Protection Act ('Wbp'), is obliged to comply with all the requirements to which the processor is subject under privacy legislation, including yet not limited to the Wbp. BOKITE will only process the Personal Data for the Clients purposes, in accordance with the latter's instructions.
- 9.2 The Client will treat with strict confidence all the Personal Data relating to third parties that has been provided by BOKITE within the scope of the Assignment, and will only use this for comprehension and processing within the context of Assignments executed or in progress for the Clients benefit.

10. Intellectual property

- 10.1 Unless explicitly agreed otherwise in writing, all layouts, models, designs, sketches, drawings or other data originating from the Client that are the property of the Client or on which an intellectual property right of the Client rests, remain the property of the Client.
- 10.2 All results generated by BOKITE in the Assignment, including reports, other documents and materials, shall become the property of the Client. BOKITE shall provide all reasonable assistance such that the Client may apply for patents, copyrights and other intellectual property rights in respect of these results.
- 10.3 BOKITE is not permitted to exploit or have exploited and commissioned in any way the products, works and / or services developed by him during the Assignment in the context of the implementation of this Agreement and / or register.
- 10.4 Ownership of Ideas, information, activities performed/shared by BOKITE to Client other than intended as an outcome of the Assignment remains to BOKITE, in this way stimulating ideation and creativity yield for Client, while ensuring freedom to operate by BOKITE.
- 10.5 BOKITE is and remains at any time entitled to use, for any purpose, methodologies, tools and techniques that were used and/or developed by BOKITE with respect to any outcome of the Assignment.

11. Governing law and jurisdiction

- 11.1 These General Terms and Conditions shall be governed, interpreted and enforced according to Dutch law.
- 11.2 Disputes between Parties that cannot be solved by mutual agreement, shall be brought exclusively to the competent District Court Gelderland (Arnhem), The Netherlands.

These General Terms and Conditions have been filed on January 6, 2021 with the Chamber of Commerce under the name of BOKITE with Chamber of Commerce registration number 81443269.