

Material Transfer Agreement

between SPI and a Not-For-Profit-Organization

Cell Line(s) for Research and Development Purposes

This Material Transfer Agreement (“MTA”) is between

Organization:

Authorized Person: _____

Function: _____

Address: _____

City: _____

Country: _____

T: _____

F: _____

E: _____

Principal Investigator of Purchaser: _____

Function: _____

Address: _____

City: _____

Country: _____

T: _____

F: _____

E: _____

(together referred to as “Purchaser”)

and

Summit Pharmaceuticals International Corporation, 1-2-2, Hitotsubashi, Chiyoda-ku, Tokyo 100-0003, Japan (“SPI”).

This MTA is effective as of the last date of execution by the parties and governs the purchase and use of the Biological Material under the terms and conditions set forth below.

1. Definitions

- **“Commercial Use”** means the sale, license, lease, export, transfer or other distribution of the Biological Materials to a person or entity not party to this MTA for financial gain or other commercial purposes and/or the use of the Biological Material:
 - a. to provide a service to a person or entity not party to this MTA for financial gain;
 - b. to produce or manufacture products for general sale or products for use in the manufacture of products ultimately intended for general sale.
- **“Biological Material(s)”** means materials acquired from EVERCYTE via SPI as documented in the SPI Quote and as detailed in the Product Data Sheet, any Modification(s) and any Unmodified Derivatives thereof.
- **“Term of this MTA”** means an unlimited period beginning with the subsequent month of the delivery of the Biological Material(s).

The Term of this MTA shall end if, either

- Purchaser terminates this MTA by giving one month prior written notice to EVERCYTE via SPI;
or
 - EVERCYTE via SPI and/or SPI terminates this MTA by giving written notice to Purchaser within 7 days in case of breach of this MTA, including but not limited to any breach of the scope of use provisions of this MTA. In addition, SPI shall be entitled to seek temporary restraining orders and other preliminary or permanent injunctive relief.
- **“Modification(s)”** mean substances created by Purchaser that constitute a modified functional sub-unit or product changed in form or character and expressed by the Biological Material provided by EVERCYTE via SPI. Modifications include, but are not limited to, genetic engineering of cells to resemble disease models or for production of recombinant proteins, loading of cells with protein, lipids or mRNA, or modification of products of the cells (e.g. loading of extracellular vesicles with active pharmaceutical ingredients).
 - **“Principal Investigator”** means the Purchaser’s principal scientist or researcher using the Biological Material.
 - **“SPI Quote”** means a quotation submitted for Biological Material in a form and format as defined by SPI.
 - **“Third Party”** means any person or entity other than SPI, EVERCYTE and Purchaser and their affiliates.
 - **“Unmodified Derivative(s)”** mean substances created by Purchaser that constitute an unmodified functional sub-unit or product not changed in form or character and expressed by the Biological Material provided by EVERCYTE via SPI. Unmodified Derivatives include, but are not limited to, subclones of unmodified cell lines, purified or fractionated subsets of materials provided by EVERCYTE, extracellular vesicles (EVs) secreted from Biological Material, antibodies or any fragments thereof.

2. Scope of Use

- 2.1 Subject to the terms of this MTA, Principal Investigator may use the Biological Material provided to Purchaser by EVERCYTE via SPI during the Term of this MTA for the use of for non-exclusive research and development purposes, including EV-testing and production of any kind of cell-

derived products (e.g. EV's, RNA, proteins, etc.), excluding the production of material for clinical application or clinical grade material, in one Principal Investigator's laboratory only.

- 2.2 Biological Material is not intended for use in humans. Purchaser agrees that Biological Material designated as biosafety greater than 1 constitute known pathogens and that Biological Material not designated this way may be pathogenic under certain conditions. Purchaser assumes all risk and responsibility in connection with the receipt, handling, storage, disposal, transfer and Purchaser's use of the Biological Material including without limitation taking all appropriate safety and handling precautions to minimize health or environmental risk.
- 2.3 Purchaser shall not distribute, sell, lend or otherwise transfer, to a person other than the Principal Investigator, or entity not party to this MTA, the Biological Material, as defined above, for any reason, without EVERCYTE's prior written consent (via SPI). Purchaser may not transfer the Biological Material to any Third Parties. Purchaser agrees that any investigator other than the Principal Investigator utilizing the Biological Material will be required to obtain a separate license. Any licensing of Modifications requires additional rights from EVERCYTE via SPI.
- 2.4 Any Commercial Use of the Biological Material is strictly prohibited without EVERCYTE's prior written consent.
- 2.5 Upon termination or expiration of this MTA Purchaser shall stop to use the Biological Material and Purchaser shall confirm in writing by authorized persons the destruction of remaining Biological Material in Principal Investigator's laboratory. The Certificate of Destruction is available online (<http://www.evercyte.com/certificate-of-destruction>) or upon request.

3. Compliance with Laws

Purchaser agrees that any activity undertaken with the Biological Material will be conducted in compliance with all applicable guidelines, laws and regulations, and that Purchaser will obtain all permits, licenses or other approvals required by any governmental authority in connection with Purchaser's receipt, handling, storage, disposal, transfer and use of Biological Material. Without limiting the generality of the foregoing, any shipment of Biological Material to countries outside of Austria must comply with all applicable foreign and Austrian laws. If there is any conflict between the terms of this MTA and any applicable law or regulation with respect to materials that are supplied hereunder by EVERCYTE via SPI, the terms of the applicable law or regulation shall govern.

4. Intellectual Property; Identification

- 4.1 As between the parties, EVERCYTE shall retain ownership of all right, title and interest in the Biological Materials, Unmodified Derivatives and Biological Materials contained or incorporated in Modifications.
- 4.2 **Right to License Modifications.** EVERCYTE shall have the right of first negotiation to get a license granted by Purchaser to Modifications. Notification of any Modifications shall be given to EVERCYTE at latest fourteen (14) days after discovering of such Modification. Within thirty (30) days of receipt of such notification of Modifications ("Notice Period"), EVERCYTE shall have the right to request a world-wide, non-exclusive, transferable license to develop, make, have made, use, import, sell and offer for sale Modifications during the Term of this MTA with the right to sublicense to Third Parties. EVERCYTE will be responsible for the characterization and distribution

of the Modifications at EVERCYTE's costs. In addition, if EVERCYTE decides to take a license of Modifications within the Notice Period, EVERCYTE shall bear the costs of shipment of the Modifications to EVERCYTE.

- 4.3 Notwithstanding the foregoing, Purchaser acknowledges and agrees that the Biological Material is subject to the restrictions noted in the "Scope of Use" section above. Purchaser agrees to acknowledge EVERCYTE as the source of the Biological Material in all research, academic or scholarly publications and in patent applications that reference the Biological Material. Purchaser explicitly acknowledges that EVERCYTE retains all right, title and interest in the EVERCYTE trademarks, trade-names, logos and EVERCYTE specific designations of the Biological Material. Purchaser expressly agrees not to use the EVERCYTE trademarks, trade-names, logos or EVERCYTE specific designations of the Biological Material without EVERCYTE's prior written agreement.
- 4.4 To the best of its knowledge, EVERCYTE is not aware of any possible existence of Third Party intellectual property rights or licenses which might be infringed as a consequence of granting this license under this MTA, and EVERCYTE shall not be held liable for any loss or damages in that respect.

5. Miscellaneous

- 5.1 Purchaser may not assign or otherwise transfer this MTA or any rights or obligations under this MTA, whether by operation of law or otherwise. Any such attempted assignment or transfer will be void and of no force or effect.
- 5.2 This MTA, including all documents incorporated herein by reference, constitutes the entire agreement between SPI and Purchaser with respect to the Biological Material and supersedes all previous agreements or representations (whether written or oral) between SPI and Purchaser relating to the same subject matter.
- 5.3 This MTA may not be modified, waived or terminated except in writing and signed by the parties hereto. No term or provision contained herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the parties.
- 5.4 If any provision of this MTA is for any reason found to be unenforceable, the remainder of this MTA will continue in full force and effect.
- 5.5 None of the provisions of this MTA are intended to create, nor shall be deemed or construed to create, any relationship between SPI and Purchaser or between EVERCYTE and Purchaser other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MTA.
- 5.6 Any correspondence concerning the MTA shall be addressed to Evercyte GmbH, Leberstraße 20, 1110 Vienna, Austria, e-mail: office@evercyte.com through SPI.
- 5.7 The Purchaser agrees to the General Terms and Conditions of EVERCYTE ("ATTACHMENT").
- 5.8 **Precedence of Documents.** In the event of conflicting provisions or ambiguities, the following shall take precedence in descending order
- a. SPI Quote;
 - b. The provisions of this MTA;
 - c. EVERCYTE General Terms and Conditions.

Purchaser and Principal Investigator acknowledge that they have read, understand and agree to the terms of this MTA:

Purchaser: _____

Authorized Person: _____

Function: _____

Investigator: _____

Function: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

[ATTACHMENT]

General Terms and Conditions of EVERCYTE GmbH

Cell Lines, Culture Media and EVs

Last updated: August 5th 2020 (partly modified for Japanese customer - April 1, 2021)

Definitions

- **“Biological Material(s)”** means cell lines acquired from Evercyte and as detailed in the PDS.
- **“Evercyte”** means Evercyte GmbH, the user of these General Terms and Conditions, with registered office in Leberstraße 20, 1110 Vienna, Austria.
- **“EVs”** means extracellular vesicles, which are membranous vesicles released by cells carrying proteins, lipids and nucleic.
- **“Purchaser”** means the natural or legal person with whom Evercyte has entered into, or intends to enter into a Quote.
- **“Party”** Evercyte and Purchaser, together the **“Parties”**.
- **“PDS”** means Product Data Sheet.
- **“Principal Investigator”** means Purchaser’s principal scientist or researcher using the Biological Material(s).
- **“Product”** shall mean any Biological Material and Biological Material derived products, including but not limited to cell lines, as well as culture media and EVs (as detailed in the Quote).
- **“Quote”** means an order submitted for Biological Materials in a form and format as defined by Evercyte.
- **“Third Party”** means any person or entity other than Evercyte and Purchaser and their affiliates.

1. Scope

- 1.1. These General Terms and Conditions apply to the entire business relationship between the Parties with regard to all offered Products. These General Terms and Conditions shall also apply to any future contractual relationships even if these General Terms and Conditions are not expressly referred to in collateral contracts.
- 1.2. These General Terms and Conditions may be subject to modifications by Evercyte.
- 1.3. Any conflicting general terms and conditions on the part of Purchaser shall be invalid unless they have been explicitly accepted in writing (including signature) by Evercyte.
- 1.4. Evercyte shall not be required to object to any terms and conditions of Purchaser.
- 1.5. By entering into an agreement on the basis of these General Terms and Conditions, Purchaser agrees to the applicability thereof in respect of future agreements, even if this is not expressly stated.
- 1.6. By submitting a signed Quote, Purchaser agrees on these General Terms and Conditions.

2. Conclusion of an Agreement

- 2.1. To conclude an agreement with Evercyte a person has to be at least eighteen (18) years of age, shall not be limited in its legal capacity and/or shall be authorized to conclude legal transactions on behalf of Purchaser.
- 2.2. The Quote and the Material Transfer Agreement (“**MTA**”) represent an offer without any binding commitment for Evercyte to provide the Product to Purchaser. By placing an order of Product (by signing the Quote) Purchaser makes a binding offer to Evercyte to conclude an agreement. Evercyte may accept Purchaser’s binding order within five (5) working days by sending a written confirmation of the order via e-mail (under no circumstance Evercyte accepts Purchaser’s general terms and conditions). In case of an unanswered expiration of the period of five (5) working days an offer is considered as refused; an explicit refusal by Evercyte by e-mail or in any other form is not required.

3. Delivery Date

- 3.1. Evercyte shall make reasonable commercial efforts to deliver all Products at the earliest opportunity provided there is stock available. If Products are not available after signature of the Quote, Purchaser shall be informed by email without undue delay.
- 3.2. The Products are dispatched as follows:
 - 3.2.1. Dispatch within Austria: Monday, Tuesday and Wednesday (before noon).
 - 3.2.2. Dispatch outside of Austria: Monday and Tuesday (before noon).
- 3.3. The delivery of Products usually takes place after the signature of the Quote, unless applicable import or export regulations, sanctions etc. conflict with it.
- 3.4. If the delivery of Products is delayed and/or impossible due to a fault of pre-suppliers, Evercyte shall not be liable for any inconveniences and/or damages of Purchaser.

4. Material Transfer Agreement

The delivery of certain Products (especially Biological Material) requires the conclusion of a MTA between Evercyte and Purchaser.

5. Warranty

- 5.1. **Biological Material:** Evercyte warrants that
 - 5.1.1. cell lines included in the Biological Material shall be viable upon initiation of culture for a period of thirty (30) days after receipt of EVERCYTE Material by Purchaser, if Purchaser strictly adheres to the specifications on the PDS;
 - 5.1.2. Biological Material shall meet the specifications on the PDS.
- 5.2. **Culture Media:** Evercyte warrants that cell line specific culture media supports the proper cellular growth of that particular cell lines.
- 5.3. **EVs:** Evercyte warrants EVs for thirty (30) days after receipt of EVERCYTE Material by Purchaser, if the EVs are stored and handled according to the PDS.
- 5.4. Purchaser’s exclusive remedy, and Evercyte’s sole liability, for breach of the warranties set forth in this Section is for Evercyte to, at Evercyte’s sole option, either
 - 5.4.1. grant a fair and reasonable price reduction for such Product (exclusive of shipment and handling charges), or
 - 5.4.2. replace the Product.

- 5.5. The warranties set forth in this Section apply only if Purchaser handles and stores the purchased/licensed Product as described in the applicable PDS.
- 5.6. To obtain the exclusive remedy, Purchaser shall report the lack of viability or non-conformation to specifications to Evercyte GmbH, Leberstraße 20, 1110 Vienna, Austria (email: office@evercyte.com) in writing within the applicable period mentioned above.
- 5.7. Any expiration date, specified on the Biological Material shipment documentation, states the expected remaining useful life, but does not constitute a warranty or extend any applicable warranty period.
- 5.8. Except as expressly provided above, the Product and any technical information and assistance provided by Evercyte are provided as-is, without warranties of any kind, express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, typicity, safety, accuracy and/or non-infringement.
- 5.9. Evercyte makes no representation or warranty that the use of the Product will not infringe any patent or other proprietary right and regarding the existence or the validity of such rights. Purchaser shall have the sole responsibility for obtaining any intellectual property licenses necessitated by its possession and use of the Product.

6. Limitation of Liability

- 6.1. In no event will Evercyte be liable for any use of the Product by Principal Investigator, or laboratory personnel under Principal Investigator's control, or by Purchaser, or for any loss, claim, damage or liability of any kind or nature, that may arise from or in connection with the MTA and/or these General Terms and Conditions or with the use, handling, storage or disposition of the Product. In addition, in no event shall Evercyte be liable for any indirect, special, incidental or consequential damages of any kind in connection with or arising out of the MTA and/or these General Terms and Conditions or Product (whether in contract, tort, negligence, strict liability, statute or otherwise) even if Evercyte has been advised of the possibility of such damages.
- 6.2. Damage claims of Purchaser prescribe six (6) months after the damages were or could have been known to Purchaser.
- 6.3. Evercyte's aggregate liability for any claims of Purchaser in connection with the MTA and/or these General Terms and Conditions shall not exceed 50% of the aggregate amount paid during a twelve (12) months period by Purchaser to Evercyte under the Quote, provided, however that this limitation of liability shall not apply
 - 6.3.1. where the applicable law is compulsory and excludes any limitation;
 - 6.3.2. to claims in cases of gross negligence, where the aggregate liability for any claims shall be capped at 75% of the foresaid aggregate amount; and
 - 6.3.3. to claims arising from intentional or willful misconduct or intentional breach by Evercyte.
- 6.4. Evercyte shall not be liable for damage based on whatever legal ground if such damage was caused by slight negligence.
- 6.5. These provisions shall not affect the provisions of the Product Liability Act.

7. Indemnification

Purchaser shall, at all times, indemnify, defend and hold harmless Evercyte and Evercyte's trustees, directors, officers, employees, agents, investigators and affiliates from and against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees (collectively "**Claim**"), resulting from Purchaser's use, handling, storage or disposition of the Product and other activities relating to Product, provided that Purchaser's liability shall be limited to the extent that any such Claim arises out of Evercyte's gross negligence or willful misconduct.

8. Reservation of Proprietary Rights (of Culture Media and EVs)

Until full payment Culture Media and EVs remain the property of Evercyte. In case of default in payment Evercyte is entitled to reclaim the Product (except for Biological Material) from Purchaser. In this case Purchaser has to bear the transport costs. The reclaim of the Product (except for Biological Material) does not stand for a rescission of the agreement, unless this is expressly stated by Evercyte. In case of a rescission of the agreement Evercyte may at its sole option claim a contractual penalty in the amount of 20 % of the order value without waiving any other available legal or contractual remedies.

9. Data Privacy and Data Protection

9.1. The EU General Data Protection Regulation, the Data Protection Act 2000 and the Data Protection Amendment Act 2018 stipulate the rights to protection of personal data. Evercyte processes Purchaser's data exclusively on the basis of legal regulations (GDPR, DSG 2018, TKG 2003).

9.2. **Purpose, Legal Basis, Duration of Storage and Data Receiver.** Purchaser expressly agrees that its personal information (e.g. name, function, address, credit card details, phone number, email-address) will be electronically collected, stored and processed. Evercyte needs the collected personal data for the fulfillment of the agreement, set-off, assertion of agreement claims, for the purpose of customer service and for advertising purposes. The data is collected, stored, processed and used for these purposes.

The legal basis for the processing of Purchaser's personal data is the fulfillment of the agreement, legitimate interests, the fulfillment of Evercyte's legal or contractual obligations as well as Purchaser's consent.

Evercyte processes Purchaser's personal data, as far as necessary, for the duration of the entire business relationship (from initiation, execution to termination of the agreement) as well as in accordance with the statutory storage and documentation obligations arising, inter alia, from the Austrian Commercial Code (UGB), the Federal Tax Code (BAO) and the termination of any legal dispute, ongoing warranty and guarantee periods, etc. In addition, the statutory limitation periods (Verjährungsfristen) are considered.

Purchaser's personal information may be shared with legal entities, which also are required to protect the information. Occasionally, Evercyte may benefit from providing certain personal information about Purchaser to other companies with whom Evercyte has entered into a strategic partnership or who operate for Evercyte. These service providers can help Evercyte to process information, provide loans, execute Purchaser orders, deliver products, manage and maintain Purchaser data and provide customer service. These companies are also committed

to keep Purchaser's personal information in line with Evercyte's [Privacy Note](#) to protect Purchaser's privacy.

- 9.3. **Newsletter.** Purchaser hereby agrees to receive occasional emails about products and services of Evercyte. The subscription can be cancelled at any time in text form. Evercyte collects, stores and processes the data for their own marketing purposes. The utilization of the data for these purposes can be objected to at any time, whether all-in-all or as regards individual measures. For further information and/or adjustments to the data and/or for un-subscription please address: office@evercyte.com

For sending and managing newsletters Evercyte uses service providers. These have committed themselves to comply with the applicable data protection regulations. A processing contract was concluded in accordance with Art 28 GDPR.

The data processing takes place on the basis of the legal regulations of the § 96 para 3 TKG as well as of Art 6 para 1 lit a GDPR (consent).

- 9.4. **Data Security.** Evercyte uses technical and organizational security measures to protect the stored personal data against accidental or intentional manipulation, loss or destruction and against access by unauthorized persons.

- 9.5. **Purchaser's Rights.** Purchaser always has the right to get information about the relevant personal data stored at Evercyte or Evercyte's service providers. In case there is no statutory storage obligation, Purchaser has the right to request the deletion of this data and object to the processing. Purchaser also has the right to correct the data as well as to restrict processing, to transfer data and to file a complaint with the Austrian Data Protection Authority (Barichgasse 40-42, 1030 Wien, e-mail: dsb@dsb.gv.at).

Please contact Evercyte regarding Purchaser's rights under office@evercyte.com or write to Evercyte: Evercyte GmbH, Leberstraße 20, 1110 Vienna.

10. Copyright

All photos represented on Evercyte's website, all logos, texts, reports, scripts and program routines which are developments of Evercyte or have been processed by Evercyte must not be copied or used without the prior written consent of Evercyte. All further rights are reserved.

11. Dispute Resolution

Any dispute arising under the MTA and/or these General Terms and Conditions shall be resolved as follows,

- 11.1. Purchaser and Evercyte, through appropriately senior persons, shall first meet and attempt to resolve the dispute in face-to-face or telephonic negotiations. This meeting shall occur within thirty (30) days of the time that one Party notifies the other in writing of the existence of such dispute.
- 11.2. If no resolution is reached, all disputes, claims or controversies arising out of or in connection with the MTA and/or these General Terms and Conditions including disputes relating to its validity, breach, termination or nullity shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber in Vienna by one arbitrator appointed in accordance with the said Rules.

The neutral arbitrator shall have experience in the field of biotechnology or pharmaceutical product or patent licensing.

- 11.3. The provisions on expedited proceedings are applicable.
- 11.4. The substantive Law of Austria shall be applicable without regard to the conflicts-of-laws provisions of such law and without United Nations Convention on Contracts for the International Sale of Goods, 1980.
- 11.5. The language to be used in the arbitral proceedings shall be English. Documents shall either be submitted in English language.

12. Applicable Law

The MTA and/or these General Terms and Conditions shall be governed by and construed in accordance with Austrian Law without regard to the conflict-of-law provisions thereof. The Parties expressly exclude the applicability of the Convention on the International Sale of Goods (CISG).

13. Assignment

The Parties shall not assign or otherwise transfer the MTA and/or these General Terms and Conditions or any rights or obligations under the MTA and/or these General Terms and Conditions to a Third Party except:

- 13.1.1. with the prior written consent of the other Party; or
- 13.1.2. in connection with the merger, acquisition, consolidation, or sale of all or substantially all of its assets or that part of its business interest to which the MTA and/or these General Terms and Conditions apply, provided that the assignee assumes in writing all of the obligations governing the assignor herein. The assigning Party shall notify the other Party no later than thirty (30) days after an assignment of the MTA and/or these General Terms and Conditions.

14. Miscellaneous

- 14.1. **Notices.** Notices from one Party to the other Party shall be sent to the address as mentioned in the Preamble or other individuals or addresses as shall hereafter be furnished by written notice to other Party.
- 14.2. **Exclusion of Set-Off.** Evercyte is entitled to set off counterclaims of Purchaser against its own claims against the latter without further agreement. Purchaser is not entitled to set off any claims against payment obligations to Evercyte.
- 14.3. **Interpretation.** Words denoting the singular shall include the plural and vice versa.
- 14.4. **Waiver.** The terms and conditions of the MTA and/or these General Terms and Conditions may be waived only by a written instrument executed by the Party waiving compliance. The failure of either Party at any time or times to require performance of any provision hereof shall in no manner affect its rights at a later time to enforce the same. No waiver by either Party of any condition or term shall be deemed as a continuing waiver of such condition or terms or of another condition or term.
- 14.5. **Severability.** In the event that any provision of the MTA and/or these General Terms and Conditions shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provision of the MTA and/or these General Terms

and Conditions, and the Parties shall negotiate in good faith to modify the MTA and/or these General Terms and Conditions to preserve (to the extent possible) their original intent.

- 14.6. **Force Majeure.** In cases of force majeure of any kind, such as, lack of energy, water, fuel, raw or auxiliary materials, traffic or transport disruptions, shortage of labour, lockouts, strikes, operational disruptions or interruptions, failures or malfunctions of the website, the Internet or public or private telecommunications networks, cyberattacks (including hacker attacks, electronic theft, phishing, pharming or spoofing, etc.), natural disasters, fire, explosion, epidemic or pandemic, riots, sabotage, acts of war, terrorist acts, embargoes, governmental interventions or other disruptions of any kind, beyond Evercyte's control ("**Circumstances**"), which prevent, delay or make unreasonable the procurement from suppliers, the manufacture, dispatch, acceptance or simply the performance in part or in whole, Evercyte will be released from its obligation to deliver or perform for the duration of such Circumstance and to the extent of its effect. The same shall apply if the Circumstances have occurred with one of Evercyte's suppliers.

Such Circumstances, the beginning and end of which Evercyte will inform Purchaser without delay, Evercyte shall not be deemed responsible for, even if they occur during an already existing delay.

Notwithstanding any other remedies, both Parties shall be entitled to rescind the Agreement if the hindrance to delivery or performance exceeds a period of four (4) weeks or if delivery or performance is not possible for an unforeseeable period of time.

- 14.7. **Local Law Requirements.** Except as otherwise specifically provided herein, each Party shall at their own expense in their respective countries, take such steps as may be required to satisfy any laws or requirements with respect to declaring, filing, recording or otherwise rendering the MTA and/or these General Terms and Conditions valid.
- 14.8. **Expenses.** Unless otherwise specified in the MTA and/or these General Terms and Conditions and Conditions, each Party shall bear its own expenses and costs incurred in the negotiations leading up to and in preparation of the MTA and/or these General Terms and Conditions and of matters incidental to the MTA and/or these General Terms and Conditions.

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