



LIFE FROM INSIDE

TERMS AND CONDITIONS OF SUPPLY FOR BUBBLEGEN™ PRODUCTS

1. Definitions

For the purposes of these terms and conditions of supply for BubbleGen™ products (the "T&Cs"):

"Bracco" means Bracco Suisse S.A., a company organized and existing under the laws of Switzerland, having its registered office at Via Ponteggia 23, 6814 Cadempino, Switzerland, and its Research Center and Manufacturing Site at Route de la Galaise 31, 1228 Plan-les-Ouates, Geneva, Switzerland.

"Recipient" means the recipient of Material identified in the relevant quotation, purchase order, invoice, or written communication accepted by Bracco.

"Material" means the freeze-dried precursor for preparing streptavidin-conjugated gas-filled microvesicles of experimental nature, and/or any other material described in the relevant quotation, purchase order, invoice, or written communication accepted by Bracco, supplied by Bracco to Recipient for the Purpose.

"Purpose" means the specific purpose for which the Material is supplied to Recipient, as indicated in the relevant, quotation, purchase order, invoice, or any related written communication accepted by Bracco. If no specific purpose is indicated, the Purpose shall be limited to internal experimental research activities conducted by Recipient in accordance with these T&Cs and any Documentation or instructions provided by Bracco.

"Supply" means any supply, delivery or provision of the Material by Bracco to Recipient, whether against payment or free of charge.

"Documentation" means any technical specifications, certificate of analysis, product description, quality information, safety data sheet, product label, storage instruction, handling instruction or other technical or safety documentation, if any, provided by Bracco in relation to the Material, solely for identification, informational and safety purposes and without prejudice to Article 11 below.

"Activities" means the experimental activities to be performed by Recipient using the Material solely for the Purpose.

"Results" means any data, information, materials, inventions, discoveries, software, know-how or other outputs, and any intellectual property rights therein, including patents and patent applications, obtained, developed, derived from, generated by, or prepared by Recipient, directly or indirectly, in connection with the Purpose and/or the use of the Material.

2. Terms Governing the Supply

These T&Cs apply to, and govern, any Supply of the Material by Bracco to Recipient, to the exclusion of, and prevailing over, any general terms and conditions, purchase terms, order terms or other contractual terms of Recipient, whether included in or referred to in any purchase order, email, invoice portal or other document. Recipient's acceptance of these T&Cs shall be deemed to occur upon: (i) Recipient's submission of a purchase order or written request for the Supply of the Material; (ii) Recipient's retention, handling or use of the Material delivered; (iii) payment of the relevant invoice. These T&Cs apply to, and govern, any Supply of the Material by Bracco to Recipient, to the exclusion of, and prevailing over, any general terms and conditions, purchase terms, order terms or other contractual terms of Recipient, whether included in or referred to in any purchase order, email, invoice portal or other document. The Material is supplied exclusively for the Purpose and any Supply is made on a one-shot basis. Nothing in these T&Cs shall be construed as creating any obligation for Bracco to supply, or continue supplying, the Material to Recipient. Where the Material is supplied free of charge, such Supply shall not affect the binding nature of these T&Cs and shall not be construed as an unconditional gift, donation, waiver or transfer by Bracco of any right, restriction, protection, remedy, ownership interest or intellectual property right relating to the Material. Recipient represents and warrants that it is acting for purposes related to its trade, business, profession, research or institutional activities, that it has full authority to bind the entity on whose behalf it acts, and that it is not acting as an individual consumer.

3. Use of the Material

Recipient represents, warrants and undertakes that:

- it is regularly engaged in conducting laboratory studies and is entitled to perform the Activities at the relevant place of investigation;
- the Material shall be used solely for the Purpose and in accordance with these T&Cs and all applicable laws and regulations;
- it has adequate training, personnel, authorizations and facilities to use the Material and shall directly supervise all Activities involving the Material;
- the Material shall be used solely for in vitro experimental investigations, or for in vivo experimental investigations where such use is included in the Purpose, it being understood that any Activities involving animals shall be subject to Article 5 below;
- the Material shall not be transferred, delivered, disclosed, made available or otherwise provided to any third party or to any person who is not under the direct responsibility, supervision and control of Recipient, without Bracco's prior written consent;
- no other use, manufacture, transfer or export of the Material by Recipient to any third party is permitted without Bracco's prior written consent; and

g) Recipient shall be responsible for checking the accuracy and completeness of any information provided to Bracco in connection with the relevant order or request, including delivery details, quantity, intended use and place of investigation. Recipient acknowledges that it shall be responsible for any errors in such information.

4. Price, Free-of-Charge Supply

Where the Material is supplied against payment, Recipient shall pay the price set out in the relevant invoice or written confirmation issued by Bracco. Where the Material is supplied free of charge, no purchase price shall be due. Unless otherwise stated by Bracco in writing, any shipping, packaging, courier, insurance, customs duties, import charges, VAT, sales tax, inspection fee, testing fee or other tax, duty, fee or charge connected with the Supply shall be borne by Recipient.

5. Animal Studies

Where the Activities involve animals, Recipient represents, warrants and undertakes that:

- an appropriate animal study protocol shall be developed by Recipient and approved by the competent institutional animal care and use committee, ethics committee or equivalent body, as applicable;
- proof of such approval, including reasonable evidence of the relevant study and duration of approval, shall be provided to Bracco before the Material is transferred by Bracco or, if already transferred, before the Material is used in any animal study;
- Recipient shall notify Bracco in writing within ten (10) business days of any change, suspension, withdrawal or expiry of such approval;
- in the absence of such approval or satisfactory proof thereof, Bracco may refuse, suspend or delay the Supply of the Material;
- all animals shall be treated humanely and in accordance with all applicable laws, regulations, ethical requirements and institutional policies; and
- any report or publication relating to the Activities shall document the manner and procedures in which animals were used, so as to provide Bracco with written assurance of the humane treatment of such animals.

6. Storage, Handling and Safety

Recipient shall store, handle, use and dispose of the Material in accordance with the Documentation and any other instruction provided by Bracco, as well as in accordance with applicable laws and standard safe laboratory practices. Recipient acknowledges that the Material shall be handled only by qualified and trained professionals who are familiar with the potential hazards connected with the Material and with experimental laboratory activities. The absence of specific warnings or safety information shall not be interpreted as meaning that the Material has no risks of exposure, handling, storage, use or disposal. Recipient shall be solely responsible for assessing and managing such risks.

7. No Licence and Intellectual Property

Recipient acknowledges and agrees that no right or licence under any patent, copyright, trademark, know-how, trade secret or other intellectual property right of Bracco or its affiliates is granted, or shall be construed as being granted, to Recipient by virtue of the Supply of the Material or these T&Cs. Bracco retains the entire right, title and interest in and to any intellectual property, know-how, technical information and proprietary rights relating to the Material, its composition, manufacture, formulation, Documentation or use, whether existing before or arising independently of the Activities.

8. Results and Publications

Where the Material is supplied for evaluation purposes,

- Recipient shall share with Bracco all Results generated in connection with the Purpose and/or the use of the Material;
- Any publication, presentation, abstract, poster, manuscript, press release or other public disclosure concerning the Material, the Purpose, the Activities or the Results shall be subject to Bracco's prior written approval;
- Recipient shall not file, cause to be filed, or assist any third party in filing any patent application claiming or relating to any Results without Bracco's prior written consent.

Recipient hereby grants to Bracco a royalty-free, perpetual, worldwide, non-exclusive, transferable and irrevocable licence, under the Results, solely to make, have made, use, have used, import, export, offer for sale, sell and otherwise exploit the Material for any internal research, development, regulatory, commercial or other lawful purpose.

9. Confidential Information

Any non-public information disclosed or otherwise made available by Bracco to Recipient, directly or indirectly, in connection with the Material, the Supply, the Purpose or the Activities, including any know-how, data, documents, trade secrets, technical, commercial, business or financial information, as well as any information learnt by Recipient during discussions, preliminary examinations, visits or access to Bracco's offices, laboratories or sites, shall be deemed confidential information of Bracco ("**Confidential Information**"). Recipient shall keep the Confidential Information strictly confidential, use it solely for the Purpose and not disclose it to any third party without Bracco's prior written consent, except to persons who need to know it for the Purpose and are bound by confidentiality obligations at least as protective as those set out herein. Recipient shall remain responsible for any breach by such persons. These obligations shall not apply to information that

Recipient can demonstrate by adequate written evidence: (i) is or becomes public other than through a breach of these T&Cs or other confidentiality obligations owed to Bracco; (ii) was lawfully known to Recipient before disclosure by Bracco; (iii) is lawfully received from a third party without breach of confidentiality obligations; or (iv) is required to be disclosed by law, court order or governmental authority, provided that Recipient, to the extent legally permitted, gives Bracco reasonable prior notice and cooperates to limit such disclosure. Recipient acknowledges that any unauthorized disclosure or misuse of Confidential Information may cause irreparable harm to Bracco and that Bracco shall be entitled to seek injunctive relief or any other available remedy. The confidentiality obligations shall remain in force for ten (10) years from disclosure of the relevant Confidential Information. Notwithstanding the foregoing, Confidential Information which is a trade secret, if any, shall not be disclosed for so long as same constitutes a trade secret. If the parties have entered into a separate confidentiality agreement covering the Material, the Supply, the Purpose or the Activities, such agreement shall supplement these T&Cs and, in case of conflict, shall prevail with respect to confidentiality obligations.

10. Indemnity

Recipient shall indemnify, defend and hold harmless Bracco, its affiliates, predecessors and successors in interest, and their respective officers, directors, employees, agents, representatives and assigns, from and against any loss, damage, liability, claim, demand, cost or expense, including reasonable attorneys' fees, arising out of or in connection with Recipient's receipt, storage, handling, testing, use, disposal or other disposition of the Material, performance of the Activities, breach of these T&Cs, or failure to comply with applicable laws and regulations.

11. No Warranties

THE MATERIAL IS SUPPLIED "AS IS", WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SAFETY, EFFICACY, QUALITY OR SUITABILITY FOR ANY SPECIFIC USE.

IN PARTICULAR, BRACCO DOES NOT REPRESENT OR WARRANT THAT THE USE OF THE MATERIAL WILL NOT INFRINGE OR VIOLATE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

12. Liability

Recipient acknowledges that, after delivery, Bracco has no control over the storage, handling, testing, use, disposal or other disposition of the Material by Recipient. Except to the extent prohibited by applicable law, Bracco shall not be liable for any loss, damage, defect, deterioration, claim, cost or expense arising out of or in connection with such storage, handling, testing, use, disposal or other disposition of the Material by Recipient not in compliance with any Documentation. To the maximum extent permitted by applicable law, Bracco shall not be liable for any indirect, incidental, special, consequential, punitive or exemplary damages, or for any loss of profit, revenue, data, opportunity, business interruption or reputational damage.

13. No Human Use

Recipient acknowledges and agrees that the Material is experimental in nature and is not intended, approved or supplied for diagnostic, therapeutic, clinical, commercial or human use. For clarity, Material may be used in vitro with human-derived cells or samples (i.e. blood, bone marrow, cord blood) for research purposes only. Recipient shall under no circumstances administer, apply or otherwise use the Material or cells that will be selected using the Material in any studies with human subjects. Recipient shall ensure that no person under its responsibility, supervision or control uses, administers, applies or otherwise makes the Material or cells selected using the Material available for human use.

14. Compliance with Laws

Recipient shall comply with all laws and regulations applicable to the Material, the Supply and the Activities, including those relating to laboratory safety, environmental protection, animal welfare, anti-bribery and anti-corruption, economic sanctions, import, export, re-export and customs matters. Recipient shall not use, transfer, export, re-export or otherwise make available the Material in violation of any applicable law or in any manner that would cause Bracco, its affiliates or personnel to violate any such law. Recipient acknowledges that Bracco has adopted a Code of Ethics, available on Bracco's website: <https://www.bracco.com/ethics>, and undertakes to comply with the principles set out therein in connection with the Supply, the Material and the Activities. Any breach thereof shall constitute a material breach of these T&Cs, without prejudice to any rights or remedies available to Bracco.

15. Governing Law and Jurisdiction

These T&Cs, the Supply of the Material and any dispute arising out of or in connection therewith shall be governed by the laws of Switzerland. The courts of Geneva, Switzerland, shall have sole and exclusive jurisdiction over any dispute arising out of or in connection with these T&C