

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

As used in general terms and conditions, the following terms shall have the following meanings:

**Agreement** the offer of Toxys, regarding the Services to be provided, accepted by Partner;

**Confidential Information** all information relating to the Research, that has been or will be disclosed by or on behalf of that Party (the “**Disclosing Party**”), to the other Party (the “**Receiving Party**”), directly or indirectly, in whatever form, including (without limitation) any data, reports, analyses, specifications, techniques, processes, technical information, ideas, know-how, trade secrets, patents, patent applications and inventions (whether or not patentable), drawings, designs and computer software, and which is, or which should reasonably be expected to be, of a confidential nature;

**Partner** the counter-party of Toxys B.V.;

**Services** the services as detailed in the Agreement.

### 2. GENERAL

2.1. These general terms and conditions apply to all agreements, tenders, offers and order confirmations with or from Toxys, under which Toxys offers, confirms or supplies Partner with Services.

2.2. Variations from these conditions are binding only if and to the extent that Toxys has consented to these in writing.

- 2.3. The application of any general terms and conditions used by Partner is explicitly rejected.
- 2.4. If one or more provisions or requirements of these general terms and conditions and/or the accompanying Agreement, offer or confirmation are void, invalid and/or non-binding and/or contravene any requirements of mandatory law, the conditions and the accompanying Agreement remain in effect in other respects in full, while Toxys shall in consultation with Partner stipulate new provisions and/or requirements to replace the void, invalid or non-binding provisions, matching the purport of the void, invalid or non-binding provisions as far as possible.

### **3. SERVICES**

- 3.1. Toxys shall during the term of the Agreement use all reasonable endeavours to provide the Services.
- 3.2. Toxys will ensure that any equipment, facilities and/or materials that is/are provided under the Agreement is/are adequately maintained and serviced and is/are repaired in a timely manner. Where breakdown prevents the use of equipment for the Services, Toxys will use reasonable endeavours to make the next best locally-available equipment available to minimise disruption to the provision of the Services, unless Toxys is unable to do so because of force majeure.

### **4. PAYMENT**

- 4.1. The remuneration for the performance of the Services and out of pocket costs shall be invoiced by Toxys to Partner as agreed upon in the Agreement or at the end off the term of the Agreement]. Partner will pay to Toxys each sum due within thirty (30) days of receipt of the invoice therefore.
- 4.2. In the event of termination all Toxys non-cancellable costs, including costs of personnel and equipment (if applicable), will remain outstanding. All outstanding amounts become immediately due and payable upon termination.
- 4.3. All sums due under the Agreement:

- a) are exclusive of any Value Added Tax which shall be payable in addition on the rendering by Toxys of any appropriate Value Added Tax invoice;
- b) shall be made in Euros to the credit of a bank account to be designated in writing by Toxys. Conversion into currency shall be calculated:
  - in the case of each royalty payment at the rate of exchange ruling on the last day of the calendar quarter in respect of which the payment is due;
  - in the case of all other payments at the rate of exchange ruling on the day payment is made or due whichever is earlier;provided always that where any payment is made after the date provided therefore herein conversion shall be at the rate ruling at the date of payment if this is more favourable to Toxys.

## 5. RESULTS

- 5.1. Toxys shall be free to use the anonymised results generated during the provision of the Services to improve and optimise its future services.

## 6. Confidential information

- 6.1 Each party may provide the other party with materials or proprietary information owned or in the possession of such party. Such material and information may include, but will not be limited to, in the case of Customer the Materials selected for testing and in the case of TOXYS information regarding the results from performed tests. For a period of five (5) years following the date of disclosure hereunder either party will hold in confidence and not disclose to any third party or use for any purpose other than as set forth herein, such materials and information supplied to such party by the other party (collectively, the "Confidential Information").

This restriction shall not apply to information that:

- (a) is in, or becomes part of, the public domain (through no fault of the receiving party); or
- (b) is made available to the receiving party by an independent third party owing no obligation of confidentiality to the disclosing party with regard thereto, as evidenced by the receiving party's written records; or

- (c) is already in the possession of the receiving party at the time of receipt from the disclosing party, as evidenced by the receiving party's written records; or
- (d) is independently developed by the receiving party without the aid, application or use of the Confidential Information, as evidenced by the receiving party's written records; or
- (e) is required to be disclosed by the receiving party pursuant to a legitimate order of an authorized governmental authority or agency.

6.2 The receiving party shall only provide the Confidential Information received hereunder to its officers, representatives, agents, subcontractors, and employees (collectively "Agents") who have a need to know such information because they are directly concerned with the Services and who have written obligations of confidentiality with the receiving party similar to those set forth herein. Further, the receiving party agrees to (i) advise its Agents of the proprietary nature of the Confidential Information and the terms and conditions of this Agreement and (ii) use all reasonable safeguards to prevent unauthorized disclosure or use by its Agents. The receiving party shall be responsible for any breach of this Agreement by its Agents.

6.3 TOXYS will hold in confidence and not disclose to any third party or use for any purpose other than as set forth herein the results of the work and studies provided under the Services unless otherwise agreed upon.

This restriction shall not apply to information that:

- (a) becomes part of the public domain (through no fault of TOXYS); or
- (b) is required to be disclosed by TOXYS pursuant to a legitimate order of an authorized governmental authority or agency.

6.4 TOXYS shall not in any manner advertise, publish or release for publication any statement referencing or identifying the Compounds and the targets thereof involved in the Services unless otherwise agreed upon.

6.5 Neither party shall disclose the terms or conditions of this Agreement, the existence of this Agreement or the ongoing evaluation or the fact that discussions are taking place, without the prior written consent of the other party.

6.6 Neither party shall use the other's name or that of its affiliates or the names of the other's employees in any advertising or sales promotional material or in any publication without prior written permission of the other party.

## **7. REPRESENTATIONS, WARRANTIES AND LIABILITIES**

- 7.1. Toxys makes no representations and extends no warranties of any kind, either expressed or implied, in relation to the Services, the uses to which they may be put or their suitability for any particular purpose. There are no express or implied warranties that any applications for intellectual property rights under the Agreement will result in the granting of these rights, and that the exercise of the rights granted under the Agreement will not infringe patent, copyright, trademark, or other rights of any third party. Partner hereby acknowledges that it has satisfied itself in relation to the foregoing matters.
- 7.2. To the extent permitted by Dutch law, Toxys shall in no event be liable for any direct/indirect/consequential loss, damage, claim, demand and/or expense – of whatever nature – whether arising by way of a third party claim or otherwise – resulting from or in connection with the use by Partner of the provided Services.
- 7.3. Partner shall indemnify and hold harmless Toxys in full in respect of any loss, liability, damage, claim, demand and/or expense incurred or suffered by or imposed upon Toxys resulting from or in connection with the use by Partner of the Services. Toxys shall provide prompt written notice to Partner of the initiation of any action or proceeding that may reasonably lead to a claim for indemnification. Upon such notice, Partner shall have the right to assume the defence and settlement of such action or proceeding, provided that it shall not settle any action or proceeding without Toxys's written consent (such consent not to be unreasonably withheld). Toxys shall cooperate with Partner in the defence of such claim and provide assistance as it may reasonably be required.

## **7. TERMINATION**

- 7.1. The Agreement may be terminated:
- a) Upon mutual written agreement between the Parties;
  - b) At any time by Partner by giving two months written notice;
  - c) With immediate effect by Toxys on written notice in the event Partner fails to pay any sums due under the Agreement by the due date and Partner has failed to

remedy that breach (if capable of remedy) within thirty (30) days of being given written notice thereof, without prejudice to any other rights that Parties may have relating to late payment;

- d) With immediate effect by each Party on written notice in the event of a material breach of the other Party under the Agreement and that Party has failed to remedy that breach (if capable of remedy) within thirty (30) days of being given written notice thereof;
- e) With immediate effect by each Party on written notice in the event that the other Party is involved in any legal proceedings concerning its insolvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary, other than for the purposes of an amalgamation or reconstruction, or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts.

## **8. GOVERNING LAW AND JURISDICTION**

- 8.1. These general terms and conditions and the Agreement shall be governed by Dutch law.
- 8.2. In the event a dispute arises out or in connection with this Agreement, the Parties shall first try to settle such dispute in good faith in mutual consultation. In the event that this consultation does not lead to a settlement, the dispute will be settled by the competent court in The Hague, the Netherlands
- 8.3. Any disputes arising out of or in connection with these general terms and conditions and/or the Agreement, including disputes concerning the existence and validity thereof, shall be resolved exclusively by the competent courts in The Hague, the Netherlands.