

General Conditions for Commissioned Work

Terms and conditions

Version	4.0
Effective date	19 September 2026
Classification	External

1. Application of the Rules

- 1.1 These General Conditions for Commissioned Work shall constitute the agreed terms and conditions and shall apply to any work commissioned by a client from Expres2ion, including advisory services, information searches, testing, analyses, examinations and/or development work ("Commissioned Work").
- 1.2 These General Conditions may only be deviated from by written agreement between Expres2ion and the client, provided that such agreement clearly identifies the deviations and specifies which provisions of these General Conditions are overridden. Any terms or conditions contained in or referred to in a client's purchase order or other document shall not apply unless expressly accepted in writing by Expres2ion.
- 1.3 The version of these General Conditions applicable to the Commissioned Work shall be the version in force on the date on which the client accepts Expres2ion's quotation, unless otherwise expressly agreed in writing between the parties. Expres2ion may amend these General Conditions from time to time. Any amended General Conditions shall apply to quotations accepted on or after the effective date of the amended General Conditions and shall not affect Commissioned Work contracted before that date.

2. Obligations of the Parties

- 2.1 The client shall provide a relevant and comprehensive description of the work that it wishes Expres2ion to carry out, including the background to the potential assignment, the purpose of the work and any other matters that may affect Expres2ion's ability to understand, assess and quote for the work required. Based on this description, Expres2ion will issue a quotation for the client's consideration.

- 2.2 Upon ExpreS2ion's receipt of the client's acceptance of the quotation, as amended if applicable, the parties shall be deemed to have entered into a contract under which ExpreS2ion shall perform the agreed Commissioned Work.
- 2.3 Unless otherwise agreed, ExpreS2ion shall be paid for services rendered in accordance with the quotation, based on time spent and ExpreS2ion's applicable standard hourly rates. During the performance of the Commissioned Work, ExpreS2ion may request information or clarification from the client that is relevant to the work. The client shall provide such information or clarification as promptly and accurately as reasonably possible. If the client fails to respond, or provides insufficient information, ExpreS2ion may proceed with the Commissioned Work based on the information available at the time, and the client shall be deemed to have accepted this as the basis on which the services are performed.
- 2.4 Regardless of the nature and scope of the Commissioned Work, ExpreS2ion's obligation shall be limited to carrying out the work diligently and using its knowledge and expertise to the best of its ability. ExpreS2ion shall not be responsible for whether the Commissioned Work achieves the desired or expected result.
- 2.5 If, during the performance of the Commissioned Work, ExpreS2ion becomes aware of circumstances that materially affect the work, including circumstances that make it impossible to complete the work or are likely to materially affect the expected results, ExpreS2ion shall notify the client so that the client may decide whether the Commissioned Work should be revised or stopped, in accordance with clause 6.
- 2.6 CLIENT ACKNOWLEDGES THAT WORK COMMISSIONED IS EXPERIMENTAL IN NATURE AND WARRANTS AND REPRESENTS THAT CLIENT WILL USE IT WITH PRUDENCE AND APPROPRIATE CAUTION. EXPRES2ION MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO WORK COMMISSIONED, INCLUDING WHETHER IT CAN ACTUALLY BE ACCOMPLISHED, OR ANY USE THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE WORK COMMISSIONED WILL NOT INFRINGE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY. WITHOUT LIMITING THE FOREGOING, EXPRES2ION MAKES NO REPRESENTATIONS AS TO TESTING OF MATERIAL(S) FOR THE PRESENCE OR ABSENCE OF ANY PATHOGENS AND CLIENT ASSUMES ALL RISK OF HARM WITH RESPECT TO ANY SUCH PATHOGENS.

3. Time Schedule

- 3.1 Any time schedule stated in a quotation is based on ExpreS2ion's estimates. The progress of the Commissioned Work may be affected by unexpected difficulties or circumstances beyond ExpreS2ion's control.

3.2 If ExpreS2ion becomes aware that a time schedule or deadline cannot be met and will be materially postponed or exceeded, ExpreS2ion shall notify the client so that the client may decide whether the Commissioned Work should be revised or stopped, in accordance with clause 6.

3.3 ExpreS2ion shall not be liable for any loss or damage resulting from a delay in the Commissioned Work or a failure to achieve the expected results, regardless of the cause, unless otherwise expressly agreed in writing.

4. Report

4.1 Unless otherwise implied by the nature of the Commissioned Work or the agreement between the parties, ExpreS2ion's work shall be concluded by a written report providing details of the Commissioned Work pertaining to quality control and results achieved, as well as discussion and evaluation thereof, to the extent specified in the description of the Commissioned Work.

4.2 The final report shall be delivered as one signed copy. The report may be signed electronically.

4.3 ExpreS2ion shall retain a copy of the report and any important documentation for five (5) years following delivery of the report. During this period the client may request further copies of the report against payment of the cost of making such copies.

5. Payment

5.1 ExpreS2ion shall be entitled to request payment on account as the Commissioned Work progresses.

5.2 Unless otherwise stated, invoices shall be payable within thirty (30) days from the date of invoice. Quotations and invoices shall be stated in Euro (EUR), unless otherwise agreed. All amounts are exclusive of VAT and any other applicable taxes, duties or charges, unless otherwise stated.

5.3 In case of late payment, Interest and fees may be charged in accordance with the Danish Interest Act (renteloven). The interest rate is the official lending rate of Danmarks Nationalbank plus eight (8) percentage points per annum.

5.4 If an invoice remains unpaid after its due date, ExpreS2ion may suspend the Commissioned Work until payment has been received. ExpreS2ion shall not be liable for any delay resulting from such suspension.

6. The Client's Right to Revise and Cancel Commissioned Work

6.1 The client may at any time demand that the Commissioned Work should be stopped or postponed.

- 6.2 If the Commissioned Work is stopped or postponed, the client shall pay ExpreS2ion for all Commissioned Work completed prior to ExpreS2ion receiving notice as well as for all Commissioned Work that cannot reasonably be cancelled or otherwise fully mitigated by reallocation of resources.
- 6.3 If the Commissioned Work is stopped or postponed, the client shall receive any ExpreS2ion deliverables as are and without ExpreS2ion assuming any liability for incomplete work. ExpreS2ion's name must not be used in connection with any application of such non-completed works.
- 6.4 The client may revise the plan for the Commissioned Work, if the conditions for the work change materially, in accordance with clauses 2.5 and 3.2.

7. ExpreS2ion's Right of Termination

- 7.1 ExpreS2ion shall be entitled to cease performing the Commissioned Work and terminate the contract arising from the accepted quotation if:
- a) the client commits a material breach of the obligations of the client; or
 - b) it becomes apparent that the Commissioned Work involves, or may result in, work or results of a nature that may adversely affect public health or safety or otherwise conflict with the interests of the community.
- 7.2 In the event of termination by ExpreS2ion, the parties' respective rights and obligations shall be settled in accordance with clauses 6.2 and 6.3.

8. Confidentiality

- 8.1 If, during the course of the Commissioned Work, it becomes necessary for the client or ExpreS2ion to provide the other party with information, data and samples, which may be considered confidential and proprietary by the disclosing party, the disclosing party shall expressly notify the receiving party of the confidential nature of such information or material.
- 8.2 All confidential information provided by the disclosing party shall always be held in strict confidence by the receiving party. The receiving party shall take all reasonable precautions to maintain the confidentiality of such information. The receiving party shall not disclose any of the confidential information to any third party or permit any third party to have access thereto, except as provided in clause 8.3 below or as expressly agreed upon in writing.
- 8.3 ExpreS2ion shall use the client's confidential information solely for the purpose of the Commissioned Work and may disclose the confidential information only to those of its officers, employees and consultants who need to know in order to carry out the Commissioned Work, provided that such persons are advised of its confidential nature and are subject to confidentiality obligations.

- 8.4 The obligations set out above shall not apply to any confidential information that:
- a) is publicly available at the time it is received by the receiving party; or
 - b) subsequently becomes publicly available other than as a result of an act or omission by the receiving party; or
 - c) the receiving party can demonstrate was known to the receiving party before the date of its disclosure to the receiving party by the disclosing party; or
 - d) is legally acquired by the receiving party from a third party which is not any express or implied obligation of confidentiality towards the disclosing party; or
 - e) the receiving party can demonstrate was developed independently by the receiving party without reference to or in any way based on or derived from the confidential information; or
 - f) is required by law or regulation to be disclosed, provided that the receiving party shall give the disclosing party prompt written notice and reasonable opportunity to object, time permitting, to such disclosure.

9. Utilisation and Publication of Results

- 9.1 Title to the specific results of the Commissioned Work shall vest exclusively in the client and outside the scope of clause 9.2 below, ExpreS2ion shall have no rights to use such results. Notwithstanding the vesting of title to the specific results in client, commercial exploitation of reference or research cell banks and other results prejudiced by intellectual property rights vested in or controlled by ExpreS2ion, will require client to separately close a license agreement with ExpreS2ion authorising such exploitation through use of ExpreS2ion technology.
- 9.2 ExpreS2ion shall be free to use and disseminate its general knowledge, practical experience and general results (know-how) even though it was acquired or improved during the performance of Commissioned Work.
- 9.3 If an invention is conceived as result of and is solely related to the Commissioned Work, i.e. not exploitable by ExpreS2ion as per clause 9.2 above, the invention shall be deemed the property of the client as per clause 9.1 above.
- 9.4 ExpreS2ion is responsible for ensuring that the performance, when solely based on ExpreS2ion's own protocols and methods, does not require a license to be obtained from a third party, whereas the client is responsible for ensuring that ExpreS2ion performance based on client protocols and methods, and use and exploitation of any results stemming from the Commissioned Work, whether the performance is based on ExpreS2ion's protocols and methods or not, do not require a licence to be obtained from a third party. If a licence is required, the party responsible for taking out a licence, is obligated to make sure that such

licence is closed prior to the Commissioned Work being executed. ExpreS2ion shall bear all costs associated with taking out a licence required for ExpreS2ion to carry out the Commissioned Work on basis of ExpreS2ion's own protocols and methods, whereas client shall bear all costs associated with taking out a licence required for ExpreS2ion to carry out the Commissioned Work applying protocols and/or methods requested by the client, and/or use and exploit any results stemming from the Commissioned Work, whether the performance thereof is based on ExpreS2ion's protocols and methods or not.

- 9.5 The party responsible for taking out a licence as per clause 9.4 above, shall indemnify, hold harmless and defend the other party against any and all expenses, costs of defence (including without limitation attorneys' fees, witness fees, claims for damages, demands, actions, liabilities, judgments, fines and amounts paid in settlement) and any amounts that the indemnified party becomes legally obliged to pay because of any infringement claim(s) against it that arise out of the other party's performance, use and/or exploitation of any results stemming from the Commissioned Work, if such claims would not have arisen, had the licence been taken out as provided for in clause 9.4 above.

10. Limitations of ExpreS2ion's Liability

- 10.1 ExpreS2ion's liability for Commissioned Work rendered, shall be subject to the limitations set out in clauses 10.2-10.9 below and clause 3.3 above.
- 10.2 ExpreS2ion will rely upon the information and materials received from the client, and do not undertake any searches to ensure that the results of the Commissioned Work will not infringe intellectual property rights of third parties.
- 10.3 ExpreS2ion shall not be liable for any loss, damage or injury that may occur in connection with exploitation or commercialisation of results or services stemming from the Commissioned Work whether or not the performance thereof is based on ExpreS2ion's protocols and methods.
- 10.4 ExpreS2ion's work and report are prepared on basis of knowledge and technology available to ExpreS2ion at the time of the performance of the Commissioned Work. ExpreS2ion shall not assume any liability whatsoever, if any subsequent development should show that ExpreS2ion's knowledge and technology were insufficient or incorrect.
- 10.5 ExpreS2ion shall not assume any liability whatsoever for any interpretation of data, opinions or guidance, which represents a judgment or an evaluation based on an estimate or an assumption.
- 10.6 Irrespective of any errors, mistakes or negligent acts, ExpreS2ion shall not be liable for any consequential loss, loss of profits or any other indirect loss.
- 10.7 Unless otherwise stated in writing, the liability of ExpreS2ion shall not at any time and for which ever reason exceed the lower of DKK 500,000 (DKK five hundred thousand) and 1 x the compensation effectively paid by the client.

- 10.8 The right of the client to bring actions or raise claims shall become time-barred 3 years after the earlier of the date of the final report or rendering of the last Commissioned Work. ExpreS2ion's liability shall otherwise be conditional upon the client making a written complaint no later than 30 days after the client has or ought to have become aware of any defect or fault in ExpreS2ion's work.
- 10.9 ExpreS2ion shall not be held liable for any third-party claims.

11. Data Protection

- 11.1 Personal data provided by or on behalf of client or its representatives to ExpreS2ion, or generated, registered or observed by ExpreS2ion or its representatives during or in connection with ExpreS2ion offering to render or rendering Commissioned Work for and on behalf of client, will be processed in accordance with ExpreS2ion's at any time applicable Privacy Policy, amended from time to time and available on ExpreS2ion's website www.expreS2ionbio.com.

12. Disputes

- 12.1 This Agreement and the validity thereof shall be governed by and construed in accordance with the substantive laws of Denmark to the exclusion of any rule that would refer the subject matter to another jurisdiction.
- 12.2 Any dispute shall be settled by the Maritime and Commercial Court in Copenhagen to the extent competent. If not competent, the matter shall be brought before the ordinary Danish courts holding jurisdiction, where ExpreS2ion has its registered office.

Contact

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