

A. GENERAL TERMS AND CONDITIONS

1. Applicability and general provisions

- 1.1. Unless specifically otherwise agreed in writing, these General Terms and Conditions for Delivery and Payment ("General Terms and Conditions") apply to all legal relationships between MXNS Denmark ApS and third parties. Within the framework of these General Terms and Conditions, "MXNS Denmark" is given to mean any affiliated company (companies) affiliated with Mérioux NutriSciences Group pursuant to Section 2, no. 2-4 of the Danish Bankruptcy Act. By applying, or by invoking, these General Terms and Conditions, the subsidiary companies or participating interests do not intend to create a legal relationship with a third party (including Mérioux NutriSciences Group), unless that is specifically agreed in writing by one of those parties separately with that third party.
- 1.2. Within the framework of these General Terms and Conditions, as the Other Party will be considered:
 - a) the party that has entered into an agreement with MXNS Denmark or MXNS Denmark's affiliates or MXNS Denmark's participating interests pertaining to the provision of services, the purchase of goods and/or the acquisition of a user right and/or any other agreement from which obligations arise for MXNS Denmark;
 - b) the party that enters into a legal relationship with MXNS Denmark or MXNS Denmark's affiliates or participating interests in any other way than on the grounds intended in Article 1.2, under a.
- 1.3. These General Terms and Conditions have also been compiled for the employees of MXNS Denmark and MXNS Denmark's management.
- 1.4. The use of the singular or plural for the terms defined below or the use of those terms in a certain composition do not have any effect on the application of these General Terms and Conditions.
- 1.5. If one or several provisions in these General Terms and Conditions (or a stipulation in the Terms and Conditions of B to G (inclusive) are fully or partially void or nullified at any time, the remainder of the provisions of these General Terms and Conditions remain fully effective. MXNS Denmark and the Other Party shall, in such an event, negotiate an agreement on new provisions to replace the void or nullified provisions, whereby the purpose and meaning of the original provisions shall be observed as much as possible.
- 1.6. If MXNS Denmark does not always require the strict observance of these General Terms and Conditions, it does not mean to say that the provisions of these Terms and Conditions do not apply or that MXNS Denmark should lose the right, to any extent, to require the strict observance of the provisions of these Terms and Conditions in other cases.
- 1.7. All MXNS Denmark's quotations and offers are subject to contract and have a term of validity of 14 days. A quotation or offer shall lapse if the product or service to which the quotation or offer applies has become unavailable in the meantime.
- 1.8. MXNS Denmark cannot be bound to MXNS Denmark's offer if the Other Party should have understood, in terms of reasonableness and fairness and according to generally accepted standards, that the quotations or offers, or part of those quotations or offers, contain an evident error or misprint.
- 1.9. The prices stated in a quotation or offer do not include VAT or any costs to be made within the context of the agreement, including tolls, travel and subsistence expenses, parking, shipping and administration costs, unless otherwise agreed.
- 1.10. If the acceptance by the Other Party (on the points below or otherwise) deviates from the offer included in MXNS Denmark's quotation or offer, MXNS Denmark, is not bound to it according to Section 6 of the Danish Contracts Act. In that event, the agreement is not formed in accordance with that deviating acceptance, unless MXNS Denmark notifies the Other Party that MXNS Denmark concurs.
- 1.11. A composite price does not oblige MXNS Denmark to execute part of the order for an equal part of the stated price. Offers or quotations do not automatically apply to future orders.
- 1.12. MXNS Denmark is entitled to unilaterally amend the General Terms and Conditions (Part A to G (inclusive)). The General Terms and Conditions amended by MXNS Denmark apply to the Other Party as of thirty days after the Other Party has been notified of the amendment in writing or by electronic means, unless the Other Party notifies MXNS Denmark within that term, in writing, that the Other Party objects to the amendment. If the Other Party makes an objection to the amendment in due time, the unaltered General Terms and Conditions between Parties remain effective until the contract has been completed or the agreement is terminated, but not longer than six months from the end of the aforementioned term of thirty days. If the agreement is continued after that term, the amended General Terms and Conditions will apply as of that time.
- 1.13. In the event the provisions of the Collaboration Proposal, the Order Confirmation, these General Terms and Conditions and the General Terms and Conditions containing specific rules in parts B to G are inconsistent, the specific rules prevail over the general rules. Parties agree that, in the event of conflict of law, the following order of prevalence shall apply:
 - a. The Collaboration Proposal;
 - b. The Order Confirmation;
 - c. The Service Level Agreement or any other (private) deed that serves to create obligations;
 - d. The specific general terms and conditions that apply to the service in question, included in parts B to G (inclusive);
 - e. These General Terms and Conditions (MXNS Denmark's General Terms and Conditions, Part A).
- 1.14. The applicability of the general terms and conditions of third parties is explicitly rejected. The general terms and conditions of third parties are dismissed by MXNS Denmark.

2. The term of the contract, the delivery periods, the execution and changes to the agreement

- 2.1. Agreements with MXNS Denmark are concluded for an indefinite period, unless specifically otherwise agreed in writing. The effectiveness of these Terms and Conditions apply indefinitely, unless otherwise arises from the nature of the agreement or the Parties have specifically otherwise agreed in writing. The Terms and Conditions also apply to all future transactions and/or future legal relationships between MXNS Denmark and the Other Party.
- 2.2. An agreement for an indefinite term may be cancelled in writing with due observance of three months' notice.
- 2.3. If a term has been arranged or stated for the completion of certain work or for the delivery of certain items, it is never a strict deadline. If a term is exceeded, the Other Party must send MXNS Denmark written notice of default. MXNS Denmark should be offered a term of at least 4 weeks in which MXNS Denmark may as yet execute the agreement.
- 2.4. If MXNS Denmark requires information from the Other Party for the execution of the agreement, the term for the execution does not begin before the Other Party has supplied MXNS Denmark with the correct and complete information.
- 2.5. MXNS Denmark has the right to commission third parties to execute the work MXNS Denmark has been commissioned to do, even if the contract has been awarded to a specific person. MXNS Denmark decides which person or persons in MXNS Denmark's organization or outside it shall execute the contract. Furthermore, MXNS Denmark decides, on the basis of MXNS Denmark's expertise, how and with which resources the contract should be executed. The employee (s) of the MXNS Denmark remain under their management and supervision.
- 2.6. MXNS Denmark is authorised to execute the agreement in several stages and to invoice the part executed accordingly separately.
- 2.7. If the agreement is executed in stages or as subcontracts, MXNS Denmark may suspend the execution of those parts belonging to a subsequent stage or the subsequent part until the Other Party has approved, in writing, and/or paid for the results of the previous stage.
- 2.8. The Other Party should ensure that work and/or deliveries to be supplied by third parties that is (are) not part of the MXNS Denmark's work are executed in such a way and in due time that the execution of the work is not delayed by it. If a delay within the meaning of this paragraph nevertheless arises, the Other Party should notify MXNS Denmark of that delay at least 24 hours before MXNS Denmark is due to start the work. If the Other Party notifies MXNS Denmark of the delay less than 24 hours before MXNS Denmark is due to start the work, MXNS Denmark is authorised to charge the Other Party for the waiting time.
- 2.9. If MXNS Denmark and the Other Party agree that the execution of the contract is to be done fully or partially on the premises of the Other Party or of a third party designated by the Other Party, the Other Party is obliged to provide MXNS Denmark's employee(s) with a work place equipped according to the current Working Conditions standards, including telephone and internet connections, free of charge.
- 2.10. The Other Party is authorised to reschedule scheduled visiting appointments with the person who is executing the contract at MXNS Denmark's at least 7 calendar days prior to the appointment, in agreement with MXNS Denmark and free of charge, to another date, on condition that date is not unreasonably far in the future. A request to reschedule a visiting appointment too far into the future may be considered by MXNS Denmark as a cancellation. In the event of cancellations and/or rescheduling scheduled visits too late, MXNS Denmark is entitled to charge for the full, scheduled visiting appointment to the Other Party, not including the travel expenses.
- 2.11. If, during the execution of the agreement, it emerges that, for an adequate execution of the agreement, it is necessary to change it or add to it, the Parties shall meet to discuss to amending the agreement in due time. If the nature, scope or content of the agreement, either at the request or on the instruction of the Other Party, [or] of the competent authorities, is altered and MXNS Denmark's obligations are consequently changed in terms of quality and/or quantity, it may have consequences for that which was originally agreed. As a consequence, the sum originally agreed upon could be raised or lowered. MXNS Denmark shall submit an estimate in advance insofar possible. The term originally quoted for the execution may be altered due to a change to the agreement. The Other Party accepts the possibility of a change to the agreement, including changes in price and period of execution.
- 2.12. If the agreement is changed, including by addition, MXNS Denmark is entitled to only start the execution of the agreement after the authorised person at MXNS Denmark and the Other Party have approved the quoted price for the execution and other conditions, including the time for the execution that should be arranged in that event. Not executing or not immediately executing the changed agreement does not mean that MXNS Denmark is in breach of contract and does not give the Other Party reason to dissolve the agreement. MXNS Denmark may refuse a request to change the agreement without being default if it affects, in terms of quality and/or quantity, on the work to be performed and/or on the items to be delivered within that context.
- 2.13. If the Other Party is in default regarding the proper fulfilment of the obligations the Other Party has towards MXNS Denmark, the Other Party is liable for all losses (including costs) incurred on the part of MXNS Denmark, either directly or indirectly.
- 2.14. If MXNS Denmark agrees on a fixed price with the Other Party, MXNS Denmark is nevertheless always authorised to raise that price without the Other Party being authorised, in such a case, to dissolve the agreement, if raising the price is a consequence of an entitlement or obligation by virtue of the legislation or regulation or is caused by a rise in the price of raw materials, wages or for other reasons that could not

be reasonably foreseen when the agreement was concluded.

- 2.15. Cancellation of an order or contract placed by the Other Party is not possible, unless MXNS Denmark has determined otherwise in writing. If MXNS Denmark agrees to the cancellation of the order or contract by the Other Party, the Other Party shall owe compensation for damages amounting to 50% of the sum the Other Party should have paid on the execution of the agreement, unless the Parties had otherwise agreed in writing when the agreement was concluded.
- 2.16. If, as a departure from Article 2.1, MXNS Denmark and the Other Party have concluded an agreement for a specific term or if the Other Party has commissioned MXNS Denmark to execute a target contract that is terminated when complete, the agreement cannot be cancelled early. If, despite this, the Other Party terminates the agreement early, the Other Party shall owe MXNS Denmark the fee which MXNS Denmark could have claimed if the contract had not been terminated early, included the costs that had already been incurred by the date on which the agreement was terminated.
- 2.17. MXNS Denmark is authorised to use the Other Party as a reference, both during the term of the contract and after its termination, free of charge and is entitled to inform third parties in commercial messages that MXNS Denmark has provided services to the Other Party or has supplied items to the Other Party.
- 2.18. MXNS Denmark is authorised to charge the costs to the Other Party that arise because the Other Party was in default of making the execution or progress of the work possible.
- 2.19. The Other Party is not authorised to transfer the legal relationship with MXNS Denmark and/or the rights and obligations that arise from that relationship without MXNS Denmark's written consent. The Other Party is not authorised to, or allow third parties the use of the aforementioned rights and obligations without MXNS Denmark's written consent. MXNS Denmark shall not refuse to grant that consent without due reason; MXNS Denmark is authorised to set reasonable conditions for granting that consent.
- 2.20. MXNS Denmark is always entitled to transfer to third parties the agreement between MXNS Denmark and the Other Party and/or the rights and obligations that arise from that agreement without the Other Party's written consent. Insofar necessary, the Other Party grants advance consent for that transfer.
- 2.21. The Other Party confirms that neither the Other Party nor any of its suppliers is named on any U.S. or EU government denied-party list. Further, the Other Party shall not permit its users or suppliers to receive Services or access or use any results in a U.S. or EU embargoed country or in violation of any U.S. or EU export law or regulation. Notwithstanding any other provision in these General Terms and Conditions, MXNS Denmark may immediately terminate the relationship with the Other Party for noncompliance with U.S. or EU export law or regulation or in case of material risk to MXNS Denmark business or reputation.

3. Suspension, dissolution and early termination of the agreement

- 3.1. MXNS Denmark is authorised to suspend the fulfilment of the obligations or to dissolve the agreement if:
 - the Other Party fails to fulfil the Other Party's obligations arising from the agreement, fails to fulfil those obligations fully or fails to fulfil them in due time or if MXNS Denmark fears that the Other Party will not fully fulfil those obligations or will fail to fulfil them in due time;
 - the Other Party was requested to provide security for the payment of the Other Party's obligations when the agreement was concluded and the security is not forthcoming or is insufficient;
 - If, due to the delay on the part of the Other Party, MXNS Denmark cannot be required to fulfil the agreement on the conditions originally arranged any longer, MXNS Denmark is entitled to dissolve the agreement, without prejudice to the remaining entitlements accorded to MXNS Denmark by virtue of the law and the General Terms and Conditions.
- 3.2. If MXNS Denmark grants the Other Party the sublicense for the KTBA Software BV Module Document Management, for payment or otherwise, MXNS Denmark is also authorised to invoke Article 3.1 of these Terms and Conditions. In such cases as intended in Article 3.1, MXNS Denmark is also authorised to withdraw the license temporarily.
- 3.3. In the event of complaints reported in due time in accordance with these General Terms and Conditions, the Other Party is not authorised to suspend the Other Party's payment obligations to MXNS Denmark.
- 3.4. MXNS Denmark is authorised, without prejudice to MXNS Denmark's legal entitlements, to dissolve the agreement if circumstances arise of such a nature that fulfilment of the agreement becomes impossible or if otherwise circumstances arise due to which the unaltered maintenance of the agreement cannot reasonably be required of MXNS Denmark.
- 3.5. If the agreement is dissolved, the claims MXNS Denmark has against the Other Party become immediately due and payable. If MXNS Denmark suspends the fulfilment of MXNS Denmark's obligations, MXNS Denmark retains MXNS Denmark's right to claims arising from the law and the agreement.
- 3.6. If MXNS Denmark decides to suspend the fulfilment or dissolve [the agreement], MXNS Denmark can never be obliged in any way to pay compensation for loss or costs arising in any way from that suspension or dissolution.
- 3.7. If the dissolution can be attributed to the Other Party, MXNS Denmark is entitled to compensation for the loss, including the costs, arising directly and indirectly from it.
- 3.8. If the Other Party fails to fulfil the Other Party's obligations arising from the agreement and that failure justifies dissolution, MXNS Denmark is authorised to dissolve the agreement with immediate effect without any obligation on MXNS Denmark's part to pay any compensation for loss or damages, while the Other

Party however, due to breach of contract, is obliged to pay compensation for loss or damages.

- 3.9. If MXNS Denmark cancels the agreement early, MXNS Denmark shall, in agreement with the Other Party, arrange the transfer of the work that is still to be executed to third parties. If the cancellation is attributable to the Other Party and the transfer involves costs for MXNS Denmark, those costs will be charged to the Other Party. The Other Party is obliged to pay those costs within the term given for that payment, unless MXNS Denmark determines otherwise.
- 3.10. Sums invoiced by MXNS Denmark prior to the dissolution pertaining to performances already executed or delivered by MXNS Denmark within the context of the execution of the agreement will remain fully due and become immediately due and payable on dissolution.
- 3.11. In the event of liquidation, (application for) a moratorium or bankruptcy, attachment - if and insofar the attachment is not cancelled within three months - regarding the Other Party, debt management or other circumstances due to which the Other Party cannot freely dispose of the Other Party's capital, MXNS Denmark is at liberty to terminate the agreement immediately and with immediate effect or to cancel the order or agreement without any obligation on MXNS Denmark's part to pay any compensation for loss or damage. In that event, MXNS Denmark's claims against the Other Party are immediately due and payable.
- 3.12. If the Other Party fully or partially cancels an order placed by the Other Party, the items that were ordered or prepared for that order, increased with any supply, disposal and delivery costs involved in it and the working hours reserved for the execution of the agreement, will be charged in full to the Other Party.

4. Force Majeure

- 4.1. MXNS Denmark is not obliged to fulfil any obligation to the Other Party if MXNS Denmark is obstructed by circumstances that are not attributable to fault and MXNS Denmark's responsibility by virtue of the law, a legal act or according to generally accepted standards.
- 4.2. In these General Terms and Conditions, Force Majeure is understood to mean, in addition to what it means in law and caselaw, all exterior causes, foreseen or unforeseen, which MXNS Denmark cannot control but due to which MXNS Denmark is not capable of fulfilling MXNS Denmark's obligations to the Other Party. It includes job strikes at MXNS Denmark's works or at the works or third parties and (attributable) failures on the part of MXNS Denmark's suppliers, power shortages, riots, disturbances, war, war like situations, terrorist activities, extreme cold, epidemics, pandemics, delays in transport, earthquakes, fire, storm, flooding or water damage. MXNS Denmark also has the right to invoke Force Majeure if the circumstances that obstruct the (further) fulfilment of the agreement arise after MXNS

Denmark was to have fulfilled MXNS Denmark's obligations.

- 4.3. MXNS Denmark may suspend the obligations arising from the agreement for period in which the situation of Force Majeure lasts. If that period lasts longer than two months, both MXNS Denmark and the Other Party are authorised to dissolve the agreement without being obliged to pay compensation for damage to the Other Party.
- 4.4. Insofar MXNS Denmark had already partially fulfilled MXNS Denmark's obligations arising from the agreement at the time the Force Majeure situation arose or will be able to fulfil them and the fulfilled part or part that can still be fulfilled respectively is accorded independent value, MXNS Denmark is authorised to invoice the fulfilled part or part that can still be fulfilled respectively separately. The Other Party is obliged to pay that invoice as if it were for a separate agreement.

5. (Intellectual) property rights

- 5.1. All items supplied by MXNS Denmark within the context of the agreement remain the property of MXNS Denmark until the Other Party has adequately fulfilled all obligations arising from the agreement(s) concluded with MXNS Denmark and from these General Terms and Conditions (in Danish: *ejendomsforbehold*).
- 5.2. In this context, the Other Party shall not invoke accession, mixing or specification of items belonging to MXNS Denmark by means of, or with, an item that belongs to the Other Party.
- 5.3. Items supplied by MXNS Denmark that are subject to retention of title pursuant to Article 5.1 cannot and may not be sold on and may never be used as a means of payment. The items are non-transferrable. The Other Party cannot and may not pledge, or in any way encumber with a limited right, the items subject to the retention of title.
- 5.4. The Other Party should always do everything that may be reasonably expected of the Other Party to protect MXNS Denmark's property rights.
- 5.5. If third parties seize items delivered under retention of title or wish to create or use rights to them, the Other Party is obliged to immediately notify MXNS Denmark.
- 5.6. The Other Party is obliged to insure the items delivered under retention of title against damage from fire, explosion and water and against theft and to allow MXNS Denmark inspection of the policy documents of those insurance policies at MXNS Denmark's request. If any sum is paid out from the insurance, MXNS Denmark is entitled to that money. Insofar it is necessary, the Other Party undertakes in advance, by accepting these General Terms and Conditions, to cooperate with everything that may (prove to) be necessary or preferable within that context.
- 5.7. In the event MXNS Denmark wishes to exercise MXNS Denmark's property rights specified in this Article, the Other Party grants the Other Party's advance and irrevocable consent to MXNS Denmark and to third

parties to be designated by MXNS Denmark to enter all those places where MXNS Denmark's property can be found and to repossess those items.

- 5.8. If MXNS Denmark has more than one claim against the Other Party and the Other Party pays one or more of those claims so that the ownership of the delivered items is transferred to the Other Party while MXNS Denmark still has a claim against the Other Party, the Parties agree that if the situation arises, an undisclosed pledge for the benefit of MXNS Denmark will be created on the items delivered by MXNS Denmark that are at the time the property of the Other Party. The undisclosed pledge will only be voided when the Other Party has fulfilled all the Other Party's obligations. MXNS Denmark is always authorised to register (or to arrange the registration of) the agreement MXNS Denmark has concluded with the Other Party and the General Terms and Conditions that apply to it with the Tax Administration.
- 5.9. The knowhow on which MXNS Denmark's services are based and texts created within the context of any agreements concluded with the Other Party, working drawings, illustrations, prototypes, scale models, moulds, designs, design sketches, films and other source and/or working material or (electronic) files are and remain the exclusive and undivided property of MXNS Denmark, or at least, MXNS Denmark is the titleholder of all related intellectual property rights, regardless of whether they had been submitted to the Other Party or are, or have been, used by the Other Party. The Other Party may only use them if that use has been specifically agreed upon with MXNS Denmark in writing. MXNS Denmark only grants non-exclusive user rights. The user right MXNS Denmark has granted to the Other Party may only be used by the Other Party for the purpose Parties have agreed upon.
- 5.10. The Other Party shall always withhold from doing anything, and/or refrain from doing anything, that may damage the rights intended in Article 5.9, either directly or indirectly. The Other Party is not authorised to use, or allow the use of, the rights intended in 5.9 or to dispose of them or to encumber them with any right without MXNS Denmark's explicit written consent. The rights granted by MXNS Denmark to the Other Party are non-transferrable, unless MXNS Denmark explicitly agrees otherwise with the Other Party.
- 5.11. All intellectual property van de Other Party remains the property of the Other Party. The Other Party grants MXNS Denmark a royalty-free, unencumbered, sub-licensable, non-exclusive license for the use and reproduction of intellectual property rights allocated to the Other Party, insofar it is necessary for the execution of the contract awarded to MXNS Denmark.

6. Payment and collection costs

- 6.1. Payment should be made within 20 days after MXNS Denmark's invoice has been sent to a bank account number provided by MXNS Denmark, unless it has been otherwise agreed, in writing, with MXNS Denmark. MXNS Denmark is authorised, if MXNS Denmark is in doubt as to the Other Party's solvency,

always to stipulate that the invoice is paid before the delivery of the items ordered and/or before the (further) execution of the arranged work.

- 6.2. If the Other Party continues to fail to make the payment, the Other Party is default by operation of law. In that case, the Other Party will owe interest of 1.5% per month, unless the statutory commercial interest rate (as stated in the Danish Act on Late Payment of Commercial Debt (Interest) Act (in Danish: *renteloven*)) is higher, in which case the statutory commercial interest is due. The interest on the sum due will be calculated from the time the Other Party is in default until the time the full due sum is paid.
- 6.3. MXNS Denmark has the right to allow the payments made by the Other Party to serve to reduce the costs, then to reduce the interest due and finally to reduce the principal sum and current interest. The Other Party agrees with this method of allocation of payments. If the Other Party leaves several invoices unpaid, MXNS Denmark is authorised to allocate a payment made by the Other Party to an invoice to be decided by MXNS Denmark.
- 6.4. MXNS Denmark may, without falling into default, refuse an offer of payment if the Other Party indicates a sequence for the allocation of the payment of invoices. MXNS Denmark may, without MXNS Denmark falling into default, refuse the full payment of the principal sum if the due and current interest and collection costs are not paid at the same time.
- 6.5. The Other Party is never authorised to set off that which the Other Party owes to MXNS Denmark for any reason.
- 6.6. Objections against the invoiced amount do not suspend the Other Party's payment obligations.
- 6.7. If the Other Party is in default or fails to fulfil the Other Party's obligations (in due time), all reasonable costs made for acquiring the payment out of court shall be borne by the Other Party. The out-of-court costs are calculated on the basis of the customary Danish practice regarding collection costs. However, if MXNS Denmark has incurred higher costs for collection than were reasonably necessary, the actually incurred costs will qualify for compensation. Any incurred legal and enforcement costs will also be recovered from the Other Party. The Other Party also owes interest on the due collection costs.
- 6.8. If MXNS Denmark is involved in a seizure, dispute or proceedings between the Other Party and a third party, the Other Party will fully reimburse MXNS Denmark for any costs arising from it incurred by MXNS Denmark (such as legal assistance fees). All remaining exceptional costs incurred by MXNS Denmark arising from the relationship with the Other Party will be borne by the Other Party insofar reasonable.
- 6.9. MXNS Denmark is always authorised to request an advance payment from the Other Party before MXNS Denmark starts to deliver any performance. MXNS Denmark is authorised to suspend the execution of all MXNS Denmark's work until the Other Party has made an advance payment.

7. Guarantees, inspection and complaints, time limit

- 7.1. The Other Party should submit a complaint, in writing or by email, within eight days, at the latest, of the execution of work concerning which the Other Party is of the opinion that it has not been executed adequately or if the Other Party has otherwise received a faulty performance from MXNS Denmark. If the Other Party only discovers the complaint after that period, the Other Party should inform MXNS Denmark of the complaint without delay.
- 7.2. If it has been established that a delivered performance is faulty and a complaint has been submitted in due time, MXNS Denmark shall execute the work or performance again within a reasonable period, or, if executing the work or performance is not reasonably possible, the decision of which is in the discretion of MXNS Denmark, the work or performance in question will not be charged to the Other Party. If MXNS Denmark executes the work or the performance again, the Other Party is obliged to return everything MXNS Denmark has supplied to the Other Party within the context of the faulty performance and to grant MXNS Denmark the ownership of it, unless MXNS Denmark decides otherwise.
- 7.3. If it is established that a complaint was unfounded, the costs arising from it, including the inspection costs, that MXNS Denmark has incurred, will be fully charged to the Other Party.
- 7.4. After one year has expired after MXNS Denmark has executed all the work MXNS Denmark was commissioned to do, at least, after MXNS Denmark has stated that MXNS Denmark has finished the work, all costs of repair and other work, including administration costs, shipping costs and travel expenses will be charged to the Other Party.
- 7.5. As a departure from the statutory time limits, the time limit on all Other Party's rights, cases and claims against MXNS Denmark and third parties called in by MXNS Denmark for the execution of the agreement is six months after written notice of a fault or other failure.

8. Liability

- 8.1. If MXNS Denmark can be held liable, that liability is always limited to the arrangements of this provision (Article 8, Liability).
- 8.2. MXNS Denmark cannot be held liable for damage of any nature caused because MXNS Denmark based the work on incorrect and/or incomplete information supplied by, or on behalf of, the Other Party or faults in materials or equipment provided by the Other Party.
- 8.3. MXNS Denmark's liability is in any case always limited to the sum paid out by MXNS Denmark's insurance company, as and when necessary increased with MXNS Denmark's excess.
- 8.4. MXNS Denmark can only be held liable for direct damage. Direct damage is understood to mean the reasonable costs involved in establishing the cause and the scope of the damage, insofar the

establishment pertains to damage within the meaning of these Terms and Conditions, any reasonable costs made to adapt MXNS Denmark's faulty performance to the agreement insofar that faulty performance can be attributed to MXNS Denmark and reasonable costs incurred to prevent or limit damage insofar the Other Party demonstrates that those costs have led to limiting direct damage specified in these General Terms and Conditions.

- 8.5. MXNS Denmark's liability for indirect loss, including consequential loss, lost turnover, lost savings and loss incurred following business interruption is excluded.
- 8.6. MXNS Denmark cannot be held liable for damage caused by the actions or omissions of third parties involved in the execution of the contract, regardless of whether those third parties were called in by MXNS Denmark or the Other Party and regardless of the extent of the seriousness to which the those parties can be blamed in the matter of the appearance of the damage.
- 8.7. If, despite the provisions of this Article, MXNS Denmark can be held liable for any kind of damage, MXNS Denmark's liability is always be limited to twice the invoice amount for the order and/or work, at least to that part of the order and/or the work to which the liability is related. If the sum of twice the invoice amount of the order and/or work, at least to that part of the order and/or the work to which the liability pertains, is more than EUR 50,000.00, MXNS Denmark cannot be obliged to pay more than EUR 50,000.00.
- 8.8. The limitations of the liability included in this Article do not apply if the damage is attributable to willful conduct or gross negligence on the part of MXNS Denmark or MXNS Denmark's executive employees. In relation to the third parties in Article 8.6, MXNS Denmark may also invoke the limitation of liability if the damage is attributable to willful conduct or gross negligence of that third party.

9. Indemnification

- 9.1. The Other Party indemnifies MXNS Denmark against any claims by third parties who incur damage related to the execution of the agreement, insofar the cause of that damage cannot be attributed to MXNS Denmark.
- 9.2. If MXNS Denmark is challenged by third parties for that reason, the Other Party is obliged to assist MXNS Denmark both in and out of court and to do all that may be expected of the Other Party without delay, including providing all necessary information and cooperation for contesting the claim introduced or to be introduced by the Other Party. If the Other Party fails to take adequate measures, MXNS Denmark is, without requiring a notice of default, authorised to take those measures as MXNS Denmark sees fit. All costs and damage incurred on the part of MXNS Denmark and third parties shall be borne by, and be the risk of, the Other Party.
- 9.3. If the Other Party is challenged by a third party claiming that the third party has incurred, or is in danger of incurring, damage caused by the items delivered to the Other Party by MXNS Denmark or

caused by the work done by MXNS Denmark, the Other Party shall immediately notify MXNS Denmark.

10. Confidentiality

10.1. MXNS Denmark shall make every effort to maintain confidentiality concerning the contents of the contract, the information supplied by the Other Party and the results of the work done in accordance with the contract. The duty of confidentiality does not apply if and insofar said information and/or results are intended for public disclosure or if MXNS Denmark is obliged to disclose that information and/or results pursuant to legal provisions. The duty of confidentiality also does not apply in relation to third parties called in for the execution of the contract. The duty of confidentiality also does not apply insofar the information is generally known or if MXNS Denmark was already familiar with it before MXNS Denmark started the execution of the work.

11. Transfer prohibition

11.1. The Other Party, the Other Party's subsidiaries, group undertakings, participating interests and/or the Other Party's actual or legally affiliated companies, persons and/or associations of persons are prohibited from,

- for the term of any agreement concluded between MXNS Denmark and the Other Party and
- for a period of one year after the termination of the agreement between MXNS Denmark and the Other Party,
- regardless of the reason and cause of the termination of the agreement,

to employ persons employed by MXNS Denmark or persons left MXNS Denmark's employment less than one year prior to the time they were contacted by the Other Party and/or

- otherwise commission them to do work, paid or unpaid, at their companies and/or
- to negotiate with those persons about that.

11.2. If the provisions of Article 11.1 are violated, the Other Party will incur an immediately payable fine, which is not subject to judicial mitigation, of EUR 50,000.00 per violation and also EUR 2000.00 for every day the violation continues, without prejudice to MXNS Denmark's right to claim full compensation for loss and/or the discontinuation of the violation and without prejudice to MXNS Denmark's right to claim the fine arranged by contract with the employee.

11.3. The Other Party has an obligation to MXNS Denmark to inform the Other Party's subsidiaries, group undertakings, participating interests and/or the Other Party's actual or legally affiliated companies, persons and/or associations of persons of the provisions of Article 11.1.

11.4. The Other Party is not permitted, without MXNS Denmark's specific, written consent, to make the persons who are executing the contract for MXNS Denmark available to third parties. If the Other Party supplies staff, with MXNS Denmark's written

consent, to third parties, the Other Party should ensure that the Other Party registers in the Trade Register that the Other Party's operations (also) include supplying manpower.

11.5. If MXNS Denmark, for any reason, including a limitation under public law, cannot successfully invoke Article 11.1 of these Terms and Conditions, the Other Party shall owe MXNS Denmark a compensation of EUR 50,000.00 for the services provided by MXNS Denmark in connection with the supply, recruitment or education of the manpower in question.

12. Personal data and GDPR

12.1. **Processing of personal data** MXNS Denmark and the Other Party agree to always process personal data in accordance with the applicable regulations with regard to personal data, in particular the General Data Protection Regulation (GDPR) (EU) 2016/679 and the General Data Protection Regulation Implementation Act (hereinafter "applicable legislation") and these terms and conditions. If the word "processing" or a conjugation thereof is used in this article, this means processing within the meaning of the applicable legislation. If the Counterparty or MXNS Denmark believes that an instruction violates applicable legislation or law, it should immediately notify the other Party

12.2. **Processor / process controller** For processing personal data with regard to entering into or maintaining the mutual commercial relationship, both the Other Party and MXNS Denmark act as controller. For the processing of personal data as part of the execution of the assignment given to MXNS Denmark, the Other Party will always act as Controller and MXNS Denmark as Processor as referred to in the applicable legislation and in accordance with the applicable legislation. The Other Party as process controller will ensure that it always communicates to MXNS Denmark in a timely manner what it requires from MXNS Denmark as processor. The Other Party ensures that it has the data processed in accordance with the applicable legislation.

12.3. Purposes of processing: MXNS Denmark only processes personal data for the execution of the assignments it has been given, for the acquisition of such assignments in the future and / or the collection of management information for internal use.

12.4. The data to be processed: MXNS Denmark processes the following data: surname, (first) name, postal address, e-mail address, telephone number, fax number, numbers and / or names for the use of video calls such as Microsoft Teams or Zoom, profession, company, IP address. If MXNS Denmark as a controller carries out sensory studies or consumer tests, the personal data to be processed will be more precisely specified in a specific document. If the Other Party acts as controller, the Other Party will ensure that the personal data to be processed are always accurately specified in a specific document from which it follows which personal data it processes or has processed for which purpose. In carrying out the assignments granted to it, MXNS Denmark acts exclusively on behalf of and on behalf of the Other Party, on the basis of the

content of this article and for the sole purpose of carrying out the assignment granted to MXNS Denmark.

- 12.5. Duration of the processing: The processing takes place during the term of the assignment agreement that MXNS Denmark has concluded with the Other Party. Collected and processed personal data can be stored and archived by MXNS Denmark during an archiving period that is equal to the legal retention periods that apply in the Netherlands for the storage of data. The filing period commences after MXNS Denmark has completed the Other Party's order.
- 12.6. Transfer of personal data: MXNS Denmark will not transfer Personal Data to a country outside the European Economic Area ("EEA"), unless the Other Party has explicitly allowed such written transfer. Notwithstanding the above, MXNS Denmark is expressly authorized to transfer personal data processed under the terms of these Terms and Conditions to one or more of its factually or legally affiliated companies within the Merieux Nutrisciences Group, whether or not within the EEA, that are involved in the processing and in a broader sense in the execution of the assignment and or the facilitation of MXNS Denmark in the execution of the assignment. Data transfer outside the EEA will only take place in accordance with the applicable law of the country outside the EEA in which the data is processed. The Counterparty acknowledges and agrees that MXNS Denmark uses external service providers outside the EEA, including the United States, to (i) store and host some of its data; and (ii) the operation of software applications in use such as its CRM.

- 12.7. Data subjects' rights: Data subjects have the right to access their personal data, requests for rectification or deletion, a right to object to the processing and a right to be forgotten, a right to restriction of processing, data transfer and the right not to be subject to a decision based solely on automated processing. Any request from data subjects to exercise their rights should be sent to dpo@mxns.com and will be processed within a reasonable time.

13. Applicable law, disputes and evidence

- 13.1. All legal relationships to which MXNS Denmark ApS is party are governed exclusively by Danish law, including if an obligation is executed fully or partially outside Denmark or if the party involved in that legal relationship has its residence [registered office] there. The applicability of the Vienna Sales Convention is excluded.
- 13.2. The court of the district in which MXNS Denmark ApS has its registered office is, by exclusion, competent to hear disputes, unless the law mandatorily prescribes otherwise. Nonetheless, MXNS Denmark ApS has the right to submit the dispute to the court competent by law.
- 13.3. If there exists a difference between the Danish version and the English version of these terms which is relevant to the interpretation of these terms (part A to G), the Danish meaning will prevail above the English meaning. For the explanation of the intention of the parties, the Danish version always prevails above the English version.

