

IMEC GENERAL TERMS AND CONDITIONS OF SALE ("GTC")

- "**Agreement**" means the combination of (i) the quotation issued by IMEC in which the Project has been offered ("Quotation"), (ii) the purchase order ("PO") issued by the Client in which the Project has been ordered, (iii) the GTC, and as the case might be (iv) any specific terms and conditions explicitly agreed upon in writing by IMEC and the Client.
- "**Project**" means the performance of the Services and/or the delivery of the Goods as described in the Agreement.
- "**Background**" means any and all intellectual property rights and know-how belonging to or controlled by IMEC in the same or related areas as those applicable to the Project, (i) developed, conceived, obtained or acquired prior to the starting date of the Project or (ii) developed, conceived, obtained or acquired independently of this Project.
- "**Client**" means the legal entity, as identified in the Agreement, requesting the Project.
- "**Deliverables**" mean (i) the outcome of the Services and/or (ii) the Good(s).
- "**Foreground**" means any intellectual property rights and know-how developed within the Project.
- "**Good(s)**" mean the material(s) or any other tangible item to be supplied by IMEC to the Client, as described in the Agreement.
- "**IMEC**" means the legal entity performing the Project.
- "**Services**" mean the services to be carried out by IMEC for the Client, as described in the Agreement.
- "**Software**" means software developed by or licensed to IMEC for operation and use of the Deliverables and is considered to be part of IMEC's Background.

1. Acceptance. IMEC is not bound by and hereby expressly rejects Client's general terms and conditions. Client accepts these GTC by placing an order based on the Quotation. If IMEC and Client have executed a written business agreement for the performance of the Project, the terms and conditions of such business agreement prevail. The Project between the Client and IMEC enters into force (i) through signature of the Quotation for acceptance by the Client; or (ii) through signature of the PO for acceptance by a person who can legally represent IMEC or (iii) through acceptance of the PO by IMEC through execution thereof, or (iv) through acceptance of the quotation by e-mail issued by the Client.

2. Subcontracting. IMEC is allowed to subcontract any portion of the Project to a third party, without Client's consent. IMEC will be responsible for such third party within the limits set forth in this Agreement.

3. Packaging and Shipping. Insofar the Deliverables are tangible, the conditions of shipping are FCA IMEC (per Incoterms 2020). IMEC will properly pack the Deliverables and put them at the disposal of the carrier. Digital or intangible Deliverables will be delivered electronically. The Deliverables remain the property of IMEC until full and timely payment has been made.

4. Delivery. The timing for the execution and delivery periods are only indicative and IMEC is not liable for delays in delivery. In the event the delivery period is exceeded, the Client cannot claim for compensation, nor terminate the Agreement or demand its cancellation. IMEC will notify the Client in writing when it becomes aware of possible delays. Deliveries may be made in instalments and a delay or default in delivery of any instalment shall not relieve Client of its obligation to accept and pay for other deliveries.

5. Limited Warranty. Deliverables and all related information are delivered on an "AS IS" basis and intended for R&D purposes only. IMEC makes no warranties, either express or implied, with respect to the Deliverables, including, but not limited to, implied warranties of merchantability or fitness for a particular use or for a particular application or purpose. Neither does IMEC warrant that, in the execution of the Agreement, it does not commit an infringement on the intellectual property rights of third parties. Neither will IMEC protect the Client from demands by third parties resulting from infringements on the intellectual property rights of these third parties.

6. Export. IMEC and the Client agree to comply with applicable Export Administration Law, regulations or the like ("EA Law") and agree to obtain necessary export licenses, if required by the EA Law. IMEC and the Client agree to reasonably cooperate with each other to ensure compliance with this clause. Furthermore, the Client understands, agrees and warrants that Client is not listed on, owned by (50% or more in the aggregate), controlled by or acting on behalf of an individual or entity identified on the EU, US and UN sanctions lists ("Sanctioned Party"). In addition, the Client understands, agrees and warrants that the Deliverables and/or all information, related to the Project provided by IMEC will not be (i) used in relation to any nuclear, biological or chemical weapons or systems capable of delivering these weapons or used in threats to public security and/or human rights violation; (ii) re-exported to a Sanctioned Party or any proscribed country listed in such EA Law, unless properly authorized. If an export license is required to lawfully export the Deliverables, (technical) data or software, then the issuance of an appropriate license to IMEC or its subcontractor shall constitute a condition precedent to IMEC's obligations under the Agreement. If during the Project Client becomes a Sanctioned Party, or owned by (50% or more in the aggregate), controlled by or acting on behalf of Sanctioned Party, Client will promptly inform IMEC of this proceeding. If one of the aforementioned events occurs or Client breaches any of these obligations, IMEC will be entitled to terminate the Agreement as per Article 8 of this Agreement without any liability or obligation to pay compensation to Client or to any other concerned Party and IMEC shall be entirely indemnified and be held harmless by the Client for any damages suffered by IMEC.

7. Price, Invoice and Payment. The price under this Agreement is in EURO. Any prices mentioned are always excluding VAT, other taxes, excise duties, costs, bank costs and the like and can be subject to duties, surcharges and other factors, which are all at the expense of the Client. If any withholding taxes apply, Client shall gross up the invoiced amount to ensure that, after such withholding, IMEC receives the full amount invoiced. In case the price refers to mandays, this should be considered as a working day of eight (8) hours. All invoices under this Agreement are validly sent by e-mail and are payable within 30 calendar days after date of invoice. All payments shall be without retention or set-off by Client. In case of late or non-payment of any amount due by the Client to IMEC, such amount shall bear interest at the rate applied by the European Central Bank to its most recent refinancing operations plus ten percentage points per year from the date on which such amount has become due and payable, without any notice. Moreover, in the case of late payment, the invoiced amount will be increased by a fixed compensation of 10%, with a minimum of 200 EURO. Furthermore, IMEC

has the right to recover compensation for all collection charges, legal fees and attorney's fees associated therewith. Notwithstanding the foregoing, IMEC reserves the right to suspend the performance of the Project and/or terminate the Agreement due to the Client's non-payment in accordance with article 8. Any objection regarding the invoice shall be made in writing and sent by registered mail within 10 calendar days after date of invoice, mandatory mentioning date and reference of the invoice. Without any written objection by Client in accordance with article 7, the invoice shall be deemed accepted and thus due.

If IMEC's costs for the performance of this Agreement increase due to an increase of the market prices (for, including but not limited to, raw materials, energy, transport, insurance, subcontracting and/or personnel), IMEC shall inform Client thereof. Parties shall enter into good faith negotiations to examine the situation and to determine which financial revision is required and equitable in the circumstances. If no satisfactory agreement can be reached within 30 days of such notice, IMEC shall have the right to terminate this Agreement, without further liability and IMEC shall be compensated for all activities performed and costs made, up until the actual date of termination.

This article contains any and all Client's conditions or requirements for issuing invoices by IMEC and the payment hereof by Client and Client shall not request IMEC to comply with any other requirements or to accept any other terms and conditions of any kind which might delay or hinder the creation or payment of invoices (such as, but not limited to, acceptance of a code of conduct, compliance to Client's procedures etc.) prior to the issuing of its invoices or payment hereof, other than explicitly agreed upon in this Agreement. If Client requests IMEC to upload invoices into its purchase management system, it shall bear all costs associated therewith and no additional fee shall be due by IMEC.

8. Termination. IMEC is entitled to terminate in whole or in part the Agreement by registered letter without any liability or obligation to pay compensation in case: (i) Client is in default of any article of the Agreement, (ii) the Client files for bankruptcy or requests a postponement of payment, (iii) of declaration of bankruptcy, settlement or annulment, (iv) a similar procedure is initiated due to which payment to IMEC is ceased. In case of such termination, IMEC shall be compensated for all activities performed and costs made up until the actual date of termination. The Agreement cannot be terminated by the Client, except with IMEC's prior written consent. In such case, where IMEC approves a termination, IMEC reserves the right to charge Client with reasonable costs based upon expenses already incurred, including, without limitation, any work done, material purchased and also including IMEC's usual overhead for a minimum amount of 30% of the total amount of the invoice.

9. Liability. IMEC shall use its reasonable efforts to perform the Project considering the actual state of knowledge and technology in the scientific field concerned. Except in case of wilful misconduct, gross negligence or fraud attributable to IMEC, IMEC shall not be liable and IMEC shall not hold Client or any third parties harmless for any damage that the Client or third parties could possibly suffer resulting from the performance of the Project or from using the Deliverables. The Client uses the Deliverables at its own risk. The Client holds IMEC harmless against all claims of third parties which may be filed against IMEC because of any damage or loss due to the Client's use of the Deliverables. In any case and to the extent permitted by applicable mandatory law, IMEC's aggregate liability will in any case be limited to the price paid by the Client to IMEC for the Project.

10. Background and Foreground. Any Background and Foreground remain the exclusive property of IMEC. The Client shall not reverse-engineer, de-compile, disassemble or make any other attempt to ascertain the composition or the characteristics of the Deliverables. The delivery of the Deliverables shall in no way be deemed to confer upon the Client any right, interest or license in or to IMEC's Background or Foreground. The Deliverables might contain Software.

11. Confidentiality. The Client agrees to treat IMEC's Background, Foreground and any other information received by IMEC, in whatever form, as strictly confidential in accordance with this article 11, unless an existing non-disclosure agreement between IMEC and Client related to the Project is in place, in that case the latter will prevail. Confidential information shall be protected by the Client to avoid disclosure to any third party, with the same degree of care as is used with respect to the Client's own confidential information, but not less than a reasonable degree of care. The Client will impose the same confidentiality obligations on its personnel who reasonably needs to be informed of this confidential information. The Client shall be liable for disclosure of confidential information of IMEC. The confidentiality obligations remain in full force for 5 years as from expiration or termination of the Agreement. Information or materials supplied by the Client needed for the Project are considered to be compliant with the applicable laws concerning author's rights and other intellectual property rights. The Client shall indemnify IMEC for all eventual claims from third parties with regard to materials and/or information supplied by the Client.

IMEC shall keep the information or materials supplied by the Client confidential in accordance with this article 11 provided that these materials and information are appropriately labeled.

12. Personal Data. If the execution of the Project requires parties to process personal data, parties shall at all times comply with applicable privacy and data protection laws. If necessary, parties will agree to enter into specific agreements, which shall supplement this Agreement, as is reasonably required to reflect their obligations and risks under the GDPR and the applicable data protection laws.

13. Logo. During the term of the Agreement, each party can request the right to use the other party's name, company logo and/or trademark in business communications related to the Agreement. A party shall not unreasonably withhold its consent for such use. Each party shall abide the branding guidelines of the other party when using that party's logo, and which will be made available upon written request.

14. Third Parties. Unless expressly authorized in writing by IMEC, Client shall not resell, distribute, disclose or otherwise put the Deliverables at the disposal of third parties.

15. Hardship. If, during the performance of the Project, any unforeseeable and adverse changes occur in circumstances out of IMEC's control (such as but not limited to changes in the supply chain, change in subcontractor's terms, etc.), which result in a situation that materially deviates from the original basis under which the parties agreed to engage in this Agreement, and such situation is causing undue hardship to IMEC, IMEC shall provide written notice thereof to the Client within a reasonable period. IMEC shall have the right to require the Client to participate in a joint examination of the situation, to agree upon the required modifications of the conditions under the changed circumstances. If, after good faith

negotiations, no satisfactory agreement can be reached within 2 months of such notice, IMEC shall have the right to terminate this Agreement, without further liability. In any case, IMEC shall be compensated for all activities performed and costs made, up until the actual date of termination.

16. Force Majeure. Whenever IMEC is unable to carry out the Project due to Force Majeure, IMEC shall notify the Client in writing and the delivery schedules shall be considered extended by a period of time equal to the time lost because of Force Majeure. When after a period of 2 months from IMEC's notification to the Client regarding the Force Majeure, the Force Majeure remains unresolved, IMEC may terminate the Agreement without liability. In any case, IMEC shall be compensated for all activities performed and costs made, up until the actual date of termination. Force Majeure means an inevitable and unforeseen any event beyond IMEC's control or of its suppliers or subcontractors, which was not reasonably foreseeable and the effects of which are not capable of being overcome, including but not limited to accidents or a material change in economic expectations or frustration of contractual performance arising from acts of God, wars, riots, economic sanctions or embargoes, acts of civil and military authorities, unforeseen restrictions of law, a material change in economic expectations or frustration of contractual performance arising from economic sanctions or embargoes, epidemics, pandemics, fires, explosions, floods, earthquakes, other unusually severe weather conditions, unavailability of resources, or, cyber security breach, or other type of electronic hacking or attack.

17. Severability. In the event a provision of these GTC should be invalid, this will not lead to the invalidity of the remaining provisions of these GTC. The invalid provision will be replaced with a provision that comes as close as possible to the original intended meaning of the provision.

18. Waivers. Consent by IMEC to, or waiver of, a breach of any article of the GTC by Client, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

19. Governing Law. These GTC fall under the law of the country of IMEC's registered seat and no effect shall be given to any conflict-of-law provisions. All disputes which might arise from the Agreement, which cannot be settled amicably within 45 calendar days after the dispute arose, will be submitted to the competent courts of IMEC's registered seat.

20. Execution. The signature of the Quotation and/or PO by a party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature. Delivery of the Quotation and/or PO including the related invoices via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.