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.
- **"Background"** means the intellectual property rights and know-how belonging to or held by IMEC in the same or related areas as the Project and which are (i) developed, conceived, obtained or acquired prior to the starting date of the Project and/or (ii) developed, conceived, obtained or acquired independently of the Project.
- **"Client"** means the legal entity, as identified in the Agreement, requesting the Project.
- **"Deliverables"** means (i) the outcome of the Services and/or (ii) the Good(s), as identified in the Quotation.
- **"Force Majeure"** means an inevitable and unforeseen event beyond the control of the affected party, its suppliers or auxiliary persons, which was not reasonably foreseeable and the effects of which are not capable of being overcome, including but not limited to accidents, 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 (including national security measures), unforeseen restrictions of law, epidemics, pandemics, fires, explosions, floods, earthquakes, other unusually severe weather conditions, unavailability of resources, cyber security breach, or other type of electronic hacking or attack.
- "**Foreground**" means the intellectual property rights and know-how developed within the Project.
- "**Good(s)**" means 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 which will perform the Project, and which is not an auxiliary person of the Client.
- "**Project"** means the performance of the Services and/or the delivery of the Goods as described in the Agreement.
- **"Services"** means the services to be carried out by IMEC for the Client, as described in the Agreement.

1. Acceptance.

Unless otherwise agreed between IMEC and the Client in a negotiated agreement, these GTC apply to every PO, Quotation and order confirmation from the Client. If IMEC and the Client have executed a negotiated written agreement for the performance of the Project, the terms and conditions of such negotiated agreement prevail. The commencement of the implementation of the Project proofs that the Client accepts these GTC. Any terms and conditions of the Client are only valid if and to the extent that these are accepted by IMEC in writing. Any references by IMEC to correspondence from the Client containing and/or referring to the Client's terms and conditions does not imply that these are accepted by IMEC.

2. Auxiliary persons.

IMEC has the right to involve auxiliary persons in the implementation of the Agreement. IMEC is solely responsible for such auxiliary persons within the limits set forth in this Agreement. If however (an) auxiliary person(s) has/have been appointed by the Client, the Client is responsible for such auxiliary persons.

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.

4. Delivery.

The timing for the execution and delivery periods are only indicative and IMEC is not liable for delays in delivery unless the late delivery is solely due to IMEC's wilful misconduct or fraud. 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 the Client of its obligation to accept and pay for other Deliverables.

5. Limited Warranty.

Deliverables and all information provided by IMEC to the Client are delivered on an "AS IS" basis and intended for R&D purposes only. IMEC makes no warranties or representations of any kind, either express or implied, with respect to these items, including, but not limited to, warranty of merchantability, sufficiency, fitness for a particular use or purpose or non-infringement of third-party rights. Therefore, the Client shall in all cases be entirely and solely liable for the use to which it puts such items and will hold harmless and indemnify IMEC against all liabilities and claims from third parties arising from or relating thereto.

6. Export.

IMEC and the Client agree to comply with applicable export regulations and agree to obtain necessary export licenses, if required by the export regulations. IMEC and the Client agree to reasonably cooperate with each other to ensure compliance with this clause. The Client represents and warrants that neither it nor any of its affiliates (for the purposes of this clause "affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with, a Party) (i) is listed on, or is otherwise the subject of, any sanctions and consolidated screening list administered by the U.S., EU, or U.N., or (ii) is directly or indirectly owned, individually, or in the aggregate, 50% or more by one or more persons or entities that are so listed (each, a "Sanctioned Entity"). The Client shall promptly notify IMEC in writing upon becoming aware of (i) any change in ownership or control that would cause it or any of its affiliates to become a Sanctioned Entity, which shall be considered as a change of control, or (ii) any designation or listing that would cause a breach of this clause. In the event that the Client or any of its affiliates becomes a Sanctioned Entity, or in the event of any breach of this clause, IMEC shall be entitled to suspend performance of its obligations and/or terminate the Agreement and any related agreements between the parties with immediate effect by written notice, without any liability towards the Client and without prejudice to any other rights or remedies available to IMEC under the Agreement or at law.

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 Entity or any proscribed country listed in such export regulations. 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.

The Client shall not sell, export or re-export, directly or indirectly, to the Russian Federation and/or Belarus or for use in the Russian Federation and/or in Belarus any Deliverables delivered within the framework of this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and/or Article 8g of Council Regulation (EU) No 765/2006. The Client shall immediately inform IMEC about any problems in applying such provisions. The Client shall make available to IMEC all information concerning compliance with the obligations under these provisions within two (2) weeks upon request of such information by IMEC. The Client shall defend, hold harmless and fully indemnify IMEC for any damages suffered by IMEC resulting from the Client's non-compliance herewith.

7. Price, Invoice and Payment.

The price under this Agreement is in EURO. The price mentioned on the invoice is 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 at the expense of the Client. If any withholding taxes apply, the 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 person-days, this should be considered as a working day of eight (8) hours. For non-Belgian Clients, all invoices under this Agreement are validly sent by e-mail. For Belgian Clients, all invoices under this Agreement are sent by PEPPOL. All invoices are payable within 30 calendar days as from the date of receipt. All payments shall be without retention or set off by the Client. The Client is responsible for providing a correct enterprise number. IMEC shall not be liable for damage caused by fraudulent invoices from third parties impersonating IMEC. The Client shall verify the authenticity and integrity of received invoices before proceeding with payment.

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 becomes due and payable, without any notice. Furthermore, IMEC is entitled to reimbursement of the legal costs and reasonable compensation for all relevant collection costs arising from the late or non-payment, with a minimum of € 200.00 from the Client. Any objection regarding the invoice shall be made by the Client to IMEC in writing within fifteen (15) calendar days after the date of receipt of the invoice, mandatory mentioning date and reference of the invoice. Without any written objection by the Client in accordance with this 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 (such as but not limited to, raw materials, energy, transport, insurance, subcontracting and/or personnel), IMEC shall inform the 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 thirty (30) calendar days of such notice, IMEC shall have the right to terminate this Agreement, without further liability.

This article contains any and all Client's conditions or requirements for issuing invoices by IMEC and the payment hereof by the Client. The 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) prior to the issuing of its invoices or payment hereof, other than explicitly agreed upon in this Agreement. If the Client requests IMEC to upload invoices into its purchase management system,

the Client shall bear all costs associated therewith and no additional fee shall be due by IMEC.

8. Liability.

IMEC shall use its reasonable efforts to perform the Project considering the actual state of knowledge and technology in the scientific field concerned.

The parties hereby expressly waive any non-contractual liability claim of a party against the other party for damages arising from breach of contract. The Client may not hold IMEC's auxiliary persons directly extra-contractually liable for damages caused by the non-fulfilment of a contractual obligation due to fault(s) and/or negligence of these auxiliary persons.

In no event shall a party be liable to the other party for any type of indirect, special or consequential loss or damage caused by a Party and/or its auxiliary persons arising out or in connection with the Project, however caused or arising, on any theory of liability, such as without limitation loss of profit, revenue, income, opportunities, loss of contract, goods, savings, loss of or damage to reputation, increase in costs.

Without prejudice to the above, IMEC and/or its auxiliary persons liability arising out of or in connection with the Project, however caused or arising, on any theory of liability is limited to the price due by the Client to IMEC for the Project.

The above exclusion and limitation of liability clause is not applicable (i) in the event of wilful misconduct, fraud, (ii) for damage resulting from an infringement of physical or psychological integrity or (iii) in so far as mandatory law or public policy counteracts.

The Client holds harmless and indemnifies IMEC against third party claims arising from or relating to the Agreement and/or the implementation of the Project.

9. Deliverables, Background and Foreground.

Deliverables will become the property of the Client upon full payment to IMEC of the price for the Project. Background and Foreground remain with 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 the Background or Foreground.

10. Confidentiality. The Client agrees to treat the Background, Foreground and any other information and/or materials provided by IMEC during the implementation of the Agreement, in whatever form, as confidential in accordance with this article 10, unless a separate non-disclosure agreement is executed between IMEC and the Client covering the Project, in which case the latter shall 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 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, and other auxiliary persons, who reasonably need 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 to IMEC needed for the Project are 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 about materials and/or information supplied by the Client.

IMEC shall keep such information and materials supplied by the Client to IMEC confidential in accordance with this article 10 provided that these materials and information are appropriately labeled by the Client before being supplied to IMEC.

11. Personal Data.

If the execution of the Project requires parties to process personal data, parties shall 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 applicable privacy and data protection laws.

12. 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 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.

13. Restrictions.

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

14. Term and Termination.

Unless sooner terminated in accordance with the provisions in the GTC, the Agreement ends with the delivery of the Deliverables and full payment of the price referred to in article 7.

Each party may terminate the Agreement, in whole or in part, by written notice to the other party without any liability or obligation to pay compensation and without judicial intervention at any time after the occurrence of any of the following events:

(i) if the other Party commits a material breach under the Agreement and, if the breach is capable of being remedied, the defaulting party is failing to remedy the breach within thirty (30) calendar days of receipt of notice of such breach, or

(ii) if the other party files for bankruptcy or requests a moratorium of payment, or

(iii) in the event of bankruptcy, settlement or annulment, or a similar procedure is initiated due to which payment is ceased.

IMEC may upon written notice to the Client terminate the Agreement, in whole or in part, with immediate effect and without any liability and/or obligation to pay compensation to the Client and without judicial intervention if IMEC determines that a new or modified law, decisions or regulation by a governmental or regulatory body or agency (such as export regulations) is introduced which would render IMEC's performance of any part of the Agreement illegal, unlawful or in conflict with its code of conduct or that the circumstances during the implementation of the Project change (such as change of ownership of the Client) such that the continuation of the performance of this Agreement in whole or in part becomes illegal, unlawful or in conflict with its code of conduct.

The termination of the Agreement has no retroactive effect. Upon termination of the Agreement, the Client is always obliged to compensate IMEC for the activities already initiated and carried out by IMEC under the Agreement as well as all the costs incurred due to the termination, estimated at a fixed rate of 30% of the total amount of the Agreement. However, IMEC reserves the right to claim greater damages if IMEC demonstrates that the damage suffered because of the termination of the Agreement exceeds the damage percentage stated above. Upon termination, any amounts invoiced in connection to this Agreement prior to its termination shall be due and payable immediately.

15. Force Majeure.

If a party is affected by Force Majeure, this party shall notify the other party in writing. The party affected by Force Majeure is entitled to suspend the performance of the relevant obligations or to arrange in consultation, without the parties being obliged to pay any compensation (on the understanding that Force Majeure does not result in the interruption of any payment of the Client). When after a period of two (2) months from notification of the Force Majeure, the Force Majeure remains unsolved, the party affected by Force Majeure 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.

16. Hardship.

If, during the performance of the Project, any unforeseeable and adverse changes occur in circumstances out of a party's control (such as but not limited to changes in the supply chain, change in subcontractor's terms), 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 a party, such party shall provide written notice thereof to the other party within a reasonable period. The affected party shall, without possibility of judicial intervention, have the right to require the other party to participate in a joint examination of the situation and renegotiation of the Agreement. If, after good faith negotiations, no satisfactory agreement can be reached within two (2) months of such notice, each party has the right to immediately and without written notice terminate the Agreement or suspend its performance, without creating any right to compensation. In any case, IMEC shall be compensated for all activities performed and costs made, up until the actual date of termination.

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 the Client, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

19. Governing Law.

The Agreement is governed by 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 forty-five (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.