

**Terms and Conditions of Glycotope GmbH and
Glycotope Biotechnology GmbH**

Section 1: General Terms and Conditions

§ 1 Scope of Application, Conclusion of Contract

- (1) These General Terms and Conditions ("GTC") exclusively apply to all business transactions between Glycotope GmbH or Glycotope Biotechnology GmbH ("GLYCOTOPE") on the one side and its customers ("Customers") on the other side, in particular to business transactions where Customer commissions
- (i) services, such as research and development work, performance of specific analyses and/or assays, formulation and filling assignments (Fill and Finish), setting up cell banks ("Services") and the supply of the results of such Services, including reports containing such results ("Results"); and/or
 - (ii) the manufacturing, sale and/or delivery of products ("Products").

Additional Terms and Conditions apply for Sales and Deliveries of Products (below Section 2), Service Contracts (below Section 3) and Contracts of Works (below Section 4).

- (2) These GTC shall also apply to all future transactions with Customer. The application of Customer's conflicting or supplementary terms and conditions shall be excluded, even if GLYCOTOPE does not expressly object to such terms and conditions.
- (3) Offers by GLYCOTOPE shall be non-binding. A contract shall not become effective until Customer's written order on the basis of GLYCOTOPE's offer ("Order") has been confirmed by GLYCOTOPE in a written confirmation of order ("Confirmation"), or by performance of the contractual obligation by GLYCOTOPE, and shall be governed exclusively by the contents of the Confirmation, if issued, and these GTC.
- (4) GLYCOTOPE retains all rights in the documentation provided to Customer in connection with the Order, such as Service descriptions and work schedules ("Documentation"). These items must not be made available to third parties without GLYCOTOPE's prior consent and must be returned to GLYCOTOPE without undue delay on demand.

§ 2 Performance Periods and Performance Dates

- (1) Performance dates and performance periods are only binding if they have been agreed in the contract as binding and Customer has provided GLYCOTOPE in a timely manner with all of the information or documentation required for such performance and, if applicable, Customer has made any advance payments in the manner and amount as agreed upon by the parties. In the event of additional or supplementary contracts entered into at a later date, the performance periods and dates, as the case may be, shall be extended or rescheduled accordingly, as applicable.
- (2) Events that are unforeseeable, unavoidable and outside the control and sphere of influence of GLYCOTOPE and for which GLYCOTOPE does not bear responsibility, such as acts of God, war, natural disasters or labor disputes, shall release GLYCOTOPE for the duration of such event from its obligation to perform timely. Performance periods and dates, as the case may be, shall be extended or rescheduled, as applicable, by the length of such disturbance, and Customer shall be informed of the occurrence of such disturbance in a reasonable manner. If the end of such disturbance is not foreseeable, or should it continue for more than two months, each party is entitled to rescind or cancel the contract.

§ 3 Prices, Terms of Payment

- (1) Unless the parties have agreed upon a certain price, the price shall be determined by the price list of GLYCOTOPE as applicable at the date of the conclusion of the contract.

Products: All prices of GLYCOTOPE are ex works, exclusive of statutory VAT in the respective applicable amount, and do not include any shipment and packaging costs, which will be charged separately. Customer shall bear any public charges such as possible customs duties that may arise in connection with the import of the Products.

Services: If the price list as applicable at the date of the conclusion of the contract does not contain a price for the respective services, the customary remuneration shall be deemed as agreed. To the extent the Services are based on FTEs (Full-time equivalent), GLYCOTOPE's standard FTE rate shall apply which is based on a full-time equivalent person of scientific or technical work during a total of 1,750 hours per year. Travel and accommodation expenses, costs for specific tools or materials and costs for third-party services will be reimbursed separately and in advance, if they are set forth in the contract or have been pre-approved by Customer.

- (2) Each invoice of GLYCOTOPE shall be due for payment without any deductions within fourteen days from the date of invoice; if this period for payment lapses unsuccessfully, Customer shall be in default. Payments by Customer shall not be deemed to have been made until GLYCOTOPE has received such payment.
- (3) For contracts exceeding a certain value, Customer must make a pre-payment within fourteen days upon conclusion of the contract, unless otherwise agreed upon by the parties.

Products: For contracts with a value of more than five thousand (5,000) EUR, Customer must make a pre-payment of 30% of the total price.

Services: For contracts with a value of more than ten thousand (10,000) EUR, Customer must make a pre-payment of 40% of the total price.

- (4) In the event that Customer is in default, GLYCOTOPE shall be entitled to demand default interest in the applicable statutory amount. Any claims for further damages due to the default shall remain unaffected.
- (5) Customer is only entitled to a set-off if his counterclaim is uncontested, ready for decision or has been finally adjudicated.
- (6) Customer is only entitled to assert a right of retention to the extent that his counterclaim is based on the same contract and is uncontested, ready for decision or has been finally adjudicated.
- (7) If GLYCOTOPE becomes aware of the risk of Customer's impossibility to perform (*mangelnde Leistungsfähigkeit*) after conclusion of the contract, GLYCOTOPE shall be entitled to make outstanding performance only against prepayment or the provision of security. If such prepayments or security have not been rendered even after the expiry of a reasonable grace period, GLYCOTOPE may partially or totally rescind individual or all of the affected contracts. GLYCOTOPE shall remain entitled to assert further rights.

§ 4 Duty of Customer to Cooperate

Customer will support GLYCOTOPE in the performance under the contract, such support to include the provision of all information, documentation, data and material available to Customer which may be necessary or useful for the performance under the contract. The Customer must ensure that all documents necessary to perform under the contract are available in good time to GLYCOTOPE without specific request, and that GLYCOTOPE is informed of all events and circumstances that may be relevant for the performance under the contract. In particular, Customer shall inform GLYCOTOPE of possible risks that may be associated with the materials to be investigated or produced and explain current public and operational safety regulations and related confidential operational issues which should be considered when executing the contract.

§ 5 Storage of Samples

- (1) Unless otherwise agreed by the parties in writing, the samples provided by Customer for investigation or further processing in connection with the contract will be stored at GLYCOTOPE for a maximum

of three months after the contract has been completed, insofar as the nature or condition of the samples permits. After the end of this period, GLYCOTOPE will at its reasonable discretion either destroy these samples, or return them to Customer for disposal at Customer's expense.

- (2) GLYCOTOPE will retain samples of each Product shipment to be delivered for two years.

§ 6 Limitation of Liability and Damage Compensation

- (1) GLYCOTOPE's obligation to pay damages shall be limited as follows:
 - (i) For damages caused by a breach of a material contractual obligation, GLYCOTOPE shall only be liable up to the amount of the typically foreseeable damage at the time of entering into the contract; GLYCOTOPE shall not be liable for damages caused by a breach of a non-material contractual obligation.
 - (ii) The limitation of liability as set out above shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the German Product Liability Act and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent GLYCOTOPE has assumed a guaranty.
- (2) Customer shall take all reasonable measures necessary to avert and reduce damages.

§ 7 Indemnification

- (1) Customer shall indemnify, defend and hold harmless GLYCOTOPE and its affiliates, employees and agents against any and all claims, losses, expenses and damages based on (i) infringement of third party rights arising from the information, documentation, data and material provided by Customer in connection with the contract, (ii) Customer's use of deliverables, or (iii) the gross negligence of intentional misconduct of Customer, except to the extent that any such claims, losses, expenses or damages result from GLYCOTOPE's or its affiliates', employees', officers' or directors' own negligence or intentional misconduct.
- (2) GLYCOTOPE will give Customer timely written notice of any such claim and Customer, at its sole expense, will have the right to defend such claim, control the proceedings and settle such liability.

§ 8 Intellectual Property

- (1) Unless otherwise agreed by the parties in writing, each party is and shall remain the exclusive owner of any patent rights, know how and other intellectual property rights controlled by such party and already existing before or generated outside the respective contract ("Background Technology").
- (2) Unless otherwise agreed by the parties in writing, the Results become the property and confidential information of the Customer after all due payments have been made, provided that
 - (i) any copyright to the Results shall be owned by GLYCOTOPE;
 - (ii) (1) glyco-optimized and humanized biological material any other invention, discovery or improvement which is directly related to and/or dependent upon the Background Technology of GLYCOTOPE and/or any methods or assays made by GLYCOTOPE or Customer and (2) independent process inventions made by GLYCOTOPE under the respective contract shall be owned by GLYCOTOPE; and
 - (iii) ownership of any independent product invention made by GLYCOTOPE during the performance under the respective contract will be transferred to Customer only in return for a separately negotiated lump-sum or license fee.

§ 9 Confidentiality

- (1) Each party shall protect the other party's confidential information with reasonable effort using at least the same standard of care that applies to its own similar confidential information, but in no event using less than a usual and customary standard of care for the protection of similar confidential information. Each party shall ensure that its employees, agents and contractors will oblige by the

confidentiality provisions of this Section. Confidential information of the Customer shall include in particular, subject to § 8 (2) (i) – (iii) above, the Results provided by GLYCOTOPE to Customer. Confidential information of GLYCOTOPE shall include the Documentation.

- (2) The foregoing restrictions on use and disclosure shall not apply to any confidential information of the disclosing party that (i) was known to the receiving party prior to its disclosure to the receiving party by the disclosing party as evidenced by written documents predating the receiving party's receipt of such confidential information; or (ii) is public knowledge at the time of its disclosure to the receiving party or became public knowledge after its disclosure to the receiving party through no act or omission or on its behalf; or (iii) is disclosed or made available to the receiving party by a third party which, to the receiving party's knowledge, had no direct or indirect obligation to the disclosing party to maintain the confidentiality of such confidential information at the time of such disclosure to the receiving party; or (iv) is independently developed by the receiving party without the aid or benefit of confidential information disclosed to the receiving party by the disclosing party; or (v) is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order, provided that the receiving party promptly informs the disclosing party of such disclosure and uses its best efforts to limit the disclosure to the minimum necessary.
- (3) Each party's obligation to protect the other party's confidential Information shall expire ten (10) years after the date of the conclusion of the respective contract.
- (4) The provisions under this Section do not apply to the extent the parties have agreed otherwise in writing.

§ 10 General Provisions

- (1) Amendments and supplements to the contract, notifications and/or these GTC and any side agreements must be made in writing. The same shall apply to the amendment of this written form requirement.
- (2) If a provision of the contract and/or these GTC is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected hereby.
- (3) Exclusive venue for any and all disputes arising from or in connection with the parties' contractual relationship shall be Berlin. GLYCOTOPE is entitled, however, to sue Customer at any other court having statutory jurisdiction.
- (4) The laws of the Republic of Germany shall apply to these GTC and the parties' contractual relationship to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (5) Each party will designate a representative for coordinating and monitoring the performance of GLYCOTOPE in accordance with the contract.

Section 2: Additional Terms and Conditions for Sales and Deliveries

§ 1 Scope

- (1) These Additional Terms and Conditions for Sales and Deliveries ("Sales Terms") shall apply in addition to the GTC (printed above) with respect to the sale of Products (Sections 433 et seq. of the German Civil Code ("BGB")). The Sales Terms also apply to contracts, where the Products to be delivered are manufactured by GLYCOTOPE for the Customer pursuant to Section 651 BGB.
- (2) In case of any conflict of the Sales Terms and the GTC, the Sales Terms shall prevail to the extent necessary to resolve such conflicts. For the rest and in all other instances, the GTC shall apply accordingly and in addition to the Sales Terms.

§ 2 Transfer of Risk, Default of Acceptance, Late Deliveries

- (1) GLYCOPTOPE shall deliver the Products together with a report. Unless otherwise agreed by the parties, all deliveries of Products are carried out EXW GLYCOPTOPE's production site (Incoterms 2010).
- (2) Should Customer be in default of the acceptance of delivery or should he be in breach of any other obligations to cooperate with GLYCOTOPE, GLYCOTOPE shall be entitled, without prejudice to its other rights, (i) to reasonably store the Products at Customer's risk and expense or (ii) to rescind the contract in accordance with the statutory provisions.
- (3) If deliveries by GLYCOTOPE are delayed, Customer shall only be entitled to rescind the contract if (i) GLYCOTOPE is responsible for the delay and (ii) a reasonable grace period set by Customer has expired.

§ 3 Quality, Customer's Rights in case of Defects, Duty to Inspect the Products

- (1) GLYCOTOPE warrants that the quality of its Products is in accordance with the accompanying product information and the GLYCOTOPE specifications. These specifications are based on analytical methods and procedures of GLYCOTOPE. GLYCOTOPE does not warrant the fitness for a particular purpose of the Product, unless specifically otherwise agreed upon in the contract. GLYCOTOPE further does not warrant that the Product will not infringe third party intellectual property rights, to the extent the Product is manufactured, sold and/or delivered according to (i) the specifications and/or (ii) information, documentation, data and material of the Customer.
- (2) Customer's rights in case of defects of the Products shall require that he inspects the Products upon delivery without undue delay and notifies GLYCOTOPE of any defects in writing and without undue delay; hidden defects must be notified to GLYCOTOPE in writing without undue delay upon their discovery.
- (3) In the event of a notification of a defect, GLYCOTOPE shall have the right to inspect and test the Products to which objection was made. Customer will grant GLYCOTOPE the required period of time and opportunity to exercise such right. GLYCOTOPE may also demand from Customer that he returns to GLYCOTOPE at its expense the Products to which objection was made. Should Customer's notification of the defect prove to be unjustified and provided Customer has realized this prior to the notification of the defect or has not realized it in a negligent manner, Customer shall be obliged to reimburse GLYCOTOPE for all costs incurred in this respect, e.g. travel expenses or shipping costs.
- (4) GLYCOTOPE shall be entitled to remove the defect at its option by remedying the defect or, alternatively, by delivering a replacement, both free of charge to Customer (together "Subsequent Performance"). Customer shall give GLYCOTOPE the necessary reasonable time and opportunity for the Subsequent Performance. Items that have been replaced by GLYCOTOPE shall, upon its demand, be returned to GLYCOTOPE.
- (5) GLYCOTOPE shall bear the shipment, travel, labor and material costs that accrue for the purpose of a Subsequent Performance. Subsequent Performance does not encompass the installation and de-installation of the defective Products; Customer shall bear the installation and de-installation costs.
- (6) Should the Subsequent Performance fail, should such remedy be unreasonable for Customer or has GLYCOTOPE refused such remedy pursuant the statutory provisions, Customer may, at its option, rescind the contract in accordance with the statutory provisions or reduce the purchase price and/or claim either damages pursuant to § 5 of the GTC, or the reimbursement of its futile expenses.
- (7) Customer will have no rights for a defect of the Product if either Customer or any third party caused such defect and if GLYCOTOPE is not responsible for the defect in question. This shall, in particular, apply if Customer or any third party modified the Product.
- (8) The limitation period for Customer's claims for defects shall be twelve months beginning with the handover of the Products to Customer. The provisions on the statute of limitations of Section 479 BGB shall remain unaffected. For damage claims of Customer due to other reasons than defects of the Products or for rights of Customer with respect to defects concealed in bad faith or caused intentionally, the statutory limitation period shall apply.

Section 3: Additional Terms and Conditions for Service Contracts

§ 1 Scope

- (1) These Additional Terms and Conditions for Service Contracts ("Service Terms") shall apply in addition to the GTC (printed above) if the parties agree that GLYCOTOPE shall provide services pursuant to Sections 611 et seq. BGB.
- (2) In case of any conflict of the Service Terms and the GTC, the Service Terms shall prevail to the extent necessary to resolve such conflicts. For the rest and in all other instances, the GTC shall apply accordingly and in addition to the Service Terms.

§ 2 Results

- (1) GLYCOTOPE shall provide Customer with the Results on the subject matter of the contract and all other Results that have been compiled in connection with the execution of the contract. Results are transmitted to Customer in the form of a final report. Purified, isolated, modified or synthetic materials will be sent to Customer with the final report in accordance with the contract and the objective of the project. Customer shall notify GLYCOTOPE in the event it does not approve such final report within fourteen (14) days of receipt of the report. Otherwise, the final report is deemed accepted. Customer shall not unreasonably withhold approval of such report.
- (2) Unless otherwise agreed by the parties in writing, the publication and any other form of dissemination of the Results by Customer - including in extracts, such as quotations in advertising material - requires the prior written consent of GLYCOTOPE.

§ 3 Warranty, Customer's Rights in case of Insufficient Performance

- (1) In the course of the performance of Services, GLYCOTOPE only warrants the accuracy of the Results formulated in the corresponding report(s), in accordance with the current state of scientific knowledge. GLYCOTOPE does not warrant that the specified objective of the respective project will be achieved and/or the fitness for a particular purpose of the Results or for further processing or use of the Results by Customer. GLYCOTOPE further does not warrant that the Services or the use of the Results will not infringe third party intellectual property rights, to the extent the Product is manufactured, sold and/or delivered according to the specifications of the Customer.
- (2) Customer is entitled to his statutory remedies in case of insufficient performance (*Schlechtleistung*).
- (3) The limitation period for claims of Customer shall be one year from the statutory start of the limitation period pursuant to Section 199 BGB. The statutory limitation periods shall remain applicable for damage claims of Customer for reasons other than insufficient performance as well as for Customer's rights in case of damages intentionally caused by us.

§ 4 Term of Contract, Termination

- (1) Unless the service contract contains a fixed term or provides otherwise, the contract shall run for a period of twelve (12) months after conclusion of the contract. If neither party terminates the contract by giving at least three (3) months written notice prior to the expiration of the respective term, the contract shall automatically extend for another twelve (12) months.
- (2) The parties' statutory right to terminate the contract for good cause without prior notice (*Kuendigung aus wichtigem Grund*) shall remain unaffected.

Section 4: Additional Terms and Conditions for Contracts of Works

§ 1 Scope

- (1) These Additional Terms and Conditions for Contracts of Works ("Terms for Works") shall apply in addition to the GTC (printed above) if the Services performed by GLYCOTOPE are intended to result in a specific result ("Work") and thus the contract qualifies as works contract pursuant to Sections 631 et seq. BGB.
- (2) In case of any conflict of the Terms for Works and the GTC, the Terms for Works shall prevail to the extent necessary to resolve such conflicts. For the rest and in all other instances, the GTC shall apply accordingly and in addition to the Terms for Works.

§ 2 Results

§ 2 of the Service Terms (printed above) shall apply accordingly.

§ 3 Acceptance, Transfer of Risk

- (1) Customer shall bear the risk of accidental loss of or damage to the Work from the time of its acceptance.
- (2) Should Customer not accept the Work, GLYCOTOPE is entitled to request Customer's acceptance within a reasonable additional period of time set by GLYCOTOPE. Should Customer not accept the Work within this additional period, the Work shall be deemed accepted.
- (3) If the provision of the Work by GLYCOTOPE is delayed, Customer shall only be entitled to rescind the contract if (i) GLYCOTOPE is responsible for the delay and (ii) a reasonable grace period set by Customer has expired.

§ 4 Quality, Customer's Rights in case of Defects, Duty to Inspect the Work

- (1) GLYCOTOPE will use commercially reasonable efforts according to the current state of scientific knowledge to provide the Work to Customer as agreed by the parties. GLYCOTOPE does not warrant the fitness for a particular purpose of the Work or for further processing or use of the Work by Customer, unless otherwise agreed upon in the contract.
- (2) The unconditional acceptance of the Work excludes all rights and claims of Customer for defects already identifiable at the time of acceptance. The assertion of claims for defects not identifiable at the time of acceptance shall be excluded unless Customer informs GYCOTOPE in writing without undue delay about the defect upon its discovery.
- (3) Customer's rights in case of defects shall be subject to § 3 (3) - (7) of the Sales Terms (printed above), which apply accordingly.
- (4) The limitation period for Customer's claims for defects shall be twelve months from the time of acceptance. For damage claims of Customer due to other reasons than defects of the Work or for rights of Customer with respect to defects concealed in bad faith or caused intentionally, the statutory limitation period shall apply.