
GENERAL TERMS AND CONDITIONS OF SALES OF LABELLED PROTEINS

1. DEFINITIONS - The following terms commencing with a capital letter shall have the meaning attributed to them below throughout this Agreement, unless stipulated to the contrary. **Company:** any company with registered office in any country of the European Union, ordering Supplies to Promise under these General Terms and Conditions. **Promise:** Promise Advanced Proteomics SARL, a French limited company (société à responsabilité limitée), having its registered office at 7 Parvis Louis Néel, MINATEC BHT-52 A, 38040 Grenoble CS20050, France, registered with the Grenoble Trade and Companies Registry under number 524 450 251. **Agreement:** these General Terms and Conditions of Sales, together with any Purchase Order, and, as the case may be, the Specific Terms and Conditions of Licensing accepted by Company. In case of discrepancies, the descending order of priority shall be as follow: Purchase Order, General Terms and Conditions of Sales, Specific Terms and Conditions of Licensing. **SIL-protein:** any Stable-Isotopically-Labelled (SIL) protein identified on the Website. **Confidential Information:** any information in connection with the Agreement, in whatever form, without limitation - documents, data, formulae, know-how, processes, computer applications, specifications, studies, photographs, intellectual property rights, patents, designs, models, prototypes, samples, plans, workshops or any other oral or written information of a commercial, technical, scientific or financial nature - disclosed by one Party (the 'Disclosing Party') to the other Party (the 'Receiving Party'). The Samples Preparation Protocols constitute Confidential Information belonging to Promise. **Intellectual Property Rights:** all rights and titles in connection with any patent, copyright, design, model, trademark, trade or manufacturing secret or Confidential Information arising from laws and regulations and all rights to file applications for such titles. **Purchase Order:** the purchase order issued by the Company, or the purchase order completed on the Website by Company, in order to be supplied in Supplies by Promise. **Supply(ies):** the stable-isotopically-labelled protein produced by Promise and supplied by the latter to the Company. **Website:** Promise's website under url <http://www.promise-proteomics.com> where the Supplies are available for sale.

2. PURPOSE – ACCEPTATION - ORDERING - These General Terms and Conditions apply to all Supplies offered by Promise. The applicable General Terms and Conditions shall be those in effect on the date the Company either (i) purchases Supplies through Promise's Website by completing a Purchase Order or (ii) issues a Purchase Order in accordance with pricing mentioned on Website. The act of placing a Purchase Order entails unconditional acceptance of these General Conditions of Sale. They shall take precedence over any other document produced by the Company, in particular any general terms and conditions of purchase, except with Promise's prior, written agreement to the contrary. In the event of a contradiction between these General Terms and Conditions and a specific agreement entered into between Promise and the Company, the specific agreement shall take precedence. Any modification of a Purchase Order by the Company after its submission to Promise shall be subject to acceptance by the latter. Promise reserves the right to refuse any modified Purchase Order or Purchase Order issued by a Company for which there are legitimate grounds for thinking that the latter will be unable to pay the full amount of the Price or fulfil the Agreement. Where applicable, such refusal shall not constitute a refusal of sale and may not give rise to any form of compensation for the Company. Any Purchase Order shall be issued at least fifteen (15) days prior to expected delivery date.

3. DELIVERY - Purchase Orders shall be deemed firm once Promise issues an email confirming such Purchase Order and delivery date. The delivery date confirmed by Promise shall under no circumstances be binding, and Promise reserves the right to delay any delivery for a maximum of five (5) working days. Promise shall incur no liability in this respect. Promise shall inform the Company of any delay in the delivery of Supplies ordered as soon as possible.

The Supplies ordered by the Company and any Consumables purchased shall be delivered on the date and at the place contractually defined in the email of confirmation issued by Promise. All delivery, insurance and tax costs, including customs duties, shall

be borne in full by the Company. Deliveries shall be accompanied by a delivery note.

4. QUALITY OF THE SUPPLIES - Supplies must satisfy the characteristics indicated on the product sheet shown on the Website. In the event of a disagreement concerning the quality of a batch of Supplies delivered by Promise, the Parties shall analyse the problem together with the aim of finding an amicable solution. Should the disagreement persist, such problem shall be referred to an independent laboratory appointed by mutual consent within one (1) month of the Parties becoming aware of the disagreement. The Parties hereby agree to accept the laboratory's conclusions, whatever they may be. If the laboratory considers that the quality of the batch of Supplies complies with that described in the product sheet, all costs and fees in connection with the expert assessment shall be borne in full by Company. In the opposite case, the costs and fees shall be borne in full by Promise. Unless the Parties agree to the contrary, any batch of Supplies presenting a quality defect shall be replaced promptly by Promise at the latter's expense, provided that (i) the quality defect has been acknowledged by Promise or determined by expert assessment as indicated above and (ii) the Company's written complaint, including specifics regarding the quality defect, is addressed to Promise in a timely manner once the Company becomes aware of said defect. Where possible, the Company shall return the defective batch, minus quantities withheld for the purpose of the expert assessment, to Promise. Any reimbursement or other form of compensation for a defective Supply is expressly excluded.

5. PRICE – TERMS OF PAYMENT – The pricing list in euros, exclusive of VAT, is available on the Website. The pricing list is EXW Grenoble (France) (Incoterms ICC 2010). The price of Supplies ordered to Promise shall be defined in consideration of the pricing list and quantities being ordered. Costs for shipping and insurance are added in consideration of the place of destination: the Company will have the information concerning such cost before finalizing its purchase of the Supplies. Such cost together with the price of Supplies constitute the "Price" of corresponding Purchase Order. In case of Purchase Order through Website, payment shall take place by credit card through Website before delivery. In case of Purchase Order transmitted to Promise, the latter shall transmit its invoice to the Company at the time of delivery of the Supplies. All invoices shall be due by the Company ten (10) days from the invoice date. Any delay in the payment of all or part of an invoice shall automatically give rise to the payment of a fixed charge of forty (40) euros to cover debt collection costs. In addition to paying the invoice concerned by the delay, the Company shall also pay late payment interest calculated on the amount due, at the following rate: interest rate published by the European Central Bank + 10 points.

6. TRANSFER OF RISK AND TITLE - INTELLECTUAL PROPERTY – Transfer of risk is made according to the EXW incoterms, i.e. at time of delivery in Grenoble (France). The Company shall obtain title to the Supplies upon receipt by Promise of payment of the corresponding Price of purchase. The Supplies do not constitute medication and may under no circumstances be administered to humans. Any publication or communication project concerning the Company's projects mentioning its use of the Supplies must mention that they are the property of Promise and bear the following information: © PROMISE – 2014 - 2016 – All rights reserved.

7. CONFIDENTIALITY - The Confidential Information shall be deemed confidential, unless that expressly identified as non-confidential by the Disclosing Party. The Parties shall keep all Confidential Information strictly confidential and use it solely as required in order to execute the Agreement and/or use the Supplies, in accordance with the provisions contained in this Agreement. Confidential Information may only be disclosed to employees having a need to know such Information in order to use the Supplies and who shall be bound by this confidentiality obligation or by an equivalent confidentiality obligation. Information which the Receiving Party can demonstrate constitutes one of the following exceptions shall not be considered as confidential: i)- Information known to the Receiving Party prior to receiving it from the Disclosing Party; ii)- Information in the public domain at the time of its transmission but not as a result of any breach of this Agreement; iii)- Information received by a Party

GENERAL TERMS AND CONDITIONS OF SALES OF LABELLED PROTEINS

from a third party having the right to possess it and not bound by a confidentiality obligation; iv)- Information developed independently by the Receiving Party, without using said Information; or v)- Information the disclosure of which is required or ordered by a court or government authority, provided that the Receiving Party first makes every effort to obtain an injunction preserving the confidentiality of the Confidential Information and provided that the Receiving Party gives the Disclosing Party reasonable notice that said disclosure is to take place, thereby offering the latter the option of intervening in order to protect the confidentiality of the Confidential Information.

This confidentiality obligation shall remain in effect throughout the entire term of the Agreement and for seven (7) years after the end of the Agreement.

8. INSURANCE - GUARANTEE - LIABILITY – COMPENSATION - Promise hereby certifies that it has taken out all necessary insurance policies covering the financial consequences arising from its liability for any damage resulting from its actions or negligence in performing the Agreement, according to normal standards within its profession. The Supplies are delivered by Promise to the Company 'AS IS', i.e. without any form of guarantee that they are intended or suitable for any specific purpose. The only guarantee from Promise is the guarantee that Supplies are in conformity with specifications of their product sheet as available on the Website. Company shall use the Supplies solely for its R&D activities, at its own risk, and acknowledges that Promise may under no circumstances be held liable for any direct or indirect harm resulting from use of the Supplies, in full or in part, the results of such use or incorrect use of the Supplies. In particular, the Company shall not administer Supplies to humans, as said Supplies do not constitute medication but an R&D reagent.

In view of the foregoing, Promise shall hold the Company harmless from and against any infringement proceedings brought by a third party based on its exploitation of the Intellectual Property Rights pertaining to the Supplies, provided such exploitation complies with the provisions of this Agreement. Promise's liability, for whatsoever reason, is limited to direct damage incurred by the Company and, in any event, to a total amount that may not exceed fifty thousand (50,000) euros. The Company shall hold Promise harmless in the event of infringement proceedings concerning Intellectual Property Rights belonging to third parties, unfair competition proceedings and any other civil or criminal liability proceedings brought by a third party, if such proceedings are founded on use of the Supplies and / or the protocols used by the Company with the Supplies, in breach or in non-compliance with the provisions of this Agreement.

9. ANTI-CORRUPTION CLAUSES - The Company shall refrain from making, supplying, offering or promising, either directly or indirectly, any payment, profit or other advantage relating, in particular, to any product, action, omission or any activity connected hereto: to any member or representative of a government, political party, representative of a political party, candidate for public office or for a political party or to any other person acting officially for or in the name of any government, company, organisation or entity owned by any government, or to any service, governmental agency or international public organisation, or to any director, manager, employee, contractor and/or agent of any partner, whether potential or other, or to any other physical person or legal entity, following a suggestion, request or under its direction, and shall refrain from entering into any legal instrument or transaction with the aim of influencing the actions of such persons and/or entities in the course of their duties or leading them to use their influence to obtain or prevent a business partnership or obtain an advantage with regard to the business relations covered by the General Terms and Conditions of Service, which would constitute a breach of any national anti-corruption legislation, of the United Kingdom Bribery Act of 2010, of the United States Foreign Corrupt Practices Act (FCPA), of any national legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (hereinafter the 'OECD Convention') or, in the absence of such implementation, of the OECD Convention itself. The Company shall be responsible for the application of this clause by its agents, directors, employees, representatives and contractors (hereinafter its 'Representative(s)'). To the Company's knowledge, no criminal or

administrative investigation and no enforcement proceeding or action is in progress or risks being brought against it or against its Representatives or Affiliates concerning the breach of any national anti-corruption legislation, the United Kingdom Bribery Act of 2010, the FCPA, any national legislation implementing the OECD Convention or, in the absence of such implementation, the OECD Convention itself. The Company shall alert PROMISE forthwith of any request or solicitation which, if fulfilled, would constitute a breach of the General Terms and Conditions of Service, the United Kingdom Bribery Act of 2010, the FCPA, any national legislation implementing the OECD Convention or, in the absence of such implementation, the OECD Convention itself. The Company acknowledges that it is aware of the provisions of the United Kingdom Bribery Act of 2010, the FCPA, the OECD Convention, and all legislative and regulatory provisions applicable to it, and shall take all necessary measures to ensure compliance therewith in the course of performing the General Terms and Conditions of Service. The Company also undertakes not to use the resources of its enterprise or those of any physical person or legal entity for unlawful purposes with regard to these clauses and applicable regulations, either directly or indirectly. Non-compliance by the Company or by its Representatives or Affiliates with the aforementioned obligations and/or refusal by it or by its Representatives or Affiliates to file the declarations required by virtue of this clause or pursuant to any applicable law, shall be deemed to constitute a breach of the General Terms and Conditions of Service entitling PROMISE to terminate it with immediate effect. In the event PROMISE is held liable for any breach by the Company or by its Representatives or Affiliates of the provisions contained in this clause, the Purchaser shall compensate PROMISE in full and bear the consequences of any loss, liability and damage that PROMISE incurs, and reimburse the latter for all expenses pertaining thereto (including costs incurred to defend itself, within reason).

10. GOVERNING LAW - DISPUTE RESOLUTION - This Agreement is subject to French law. The Parties shall endeavour to resolve any disagreement or dispute that may arise in connection with this Agreement out of court. In the event of failure to reach an amicable agreement, the Parties mutually agree to refer any dispute arising between them to the competent courts of Grenoble, France.

11. MISCELLANEOUS – The fact that Promise does not, at any time, avail itself of any one of the clauses of the Agreement, may not be construed as a waiver of its rights subsequently to avail itself of any of the clauses of said Agreement. To the extent possible, each stipulation herein shall be construed in a manner such that it is enforceable and valid under applicable law. If a court of jurisdiction under particular circumstances declares a stipulation void or unenforceable, such stipulation shall remain in effect under any other circumstance.

12. PRIVACY POLICY – Promise collects personal data from Company in order to manage the sales of Supplies and for marketing purposes. Promise has declared its processing of personal data to the French Data Protection Authority (CNIL). Pursuant to French Data Protection Act of January 6th, 1978, Company has the right to access, modify and remove its personal data. To exercise its right, contact: contact@promise-proteomics.com.