

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

ATEXIS

1. Definitions

The terms beginning with a capital letter and used in these General Terms and Conditions have the following meaning:

“**Affiliate Company**”: means any entity that, directly or indirectly, is controlled, controls or is under common control of ATEXIS.

“**Client**”: means the legal entity which has ordered the Services. The Client may include ATEXIS, and/or any Affiliate Company.

“**Client Data**”: means the data and information (including personal data within the meaning of the Regulation 2016/679/EU) that might be forwarded, processed, accessible, transferred or hosted by the Service Provider as part of Services provided to the Client. This data may concern natural persons and, in particular, identification data relating to the Client's personnel, or employees of the Client's customers, or even an employee of the Client's Service Provider, or any other service provider (natural person) working for the Client, such as their surnames, given names, professional contact details and data, their user and online connection data, and any other data related to the provision of Services.

“**Day**”: means a business day.

“**GTC**”: means the present General Terms and Conditions for the purchase of goods and services.

“**Order**”: means the document issued by the Client and sent to the Service Provider, including in particular a description of the Services to be performed and referring to the presents GTC.

“**Party or Parties**”: means individually or collectively the Client and the Service Provider.

“**Results**”: refers to all elements of any nature whatsoever, regardless of their medium or form, whether or not it gives rise to intellectual property rights, and which is produced or developed for the Client in the course of the performance of the Services.

“**Services**”: means any delivery of goods and/or services described in an Order, regardless the nature of goods or services the Service Provider performs in accordance with the GTC and the Order.

“**Service Provider**”: mean the individual or legal entity who receives the Order and performs the Services.

“**Specific Instructions**”: means, generally, the last version of any document (call for bids, specifications, technical specifications, etc.), issued by the Client, expressing the Client's needs and serving as the base for issuing the Order.

2. General

The Service Provider acknowledges having read the GTC prior performance of the Services, and had adequate time to evaluate and discuss the terms with the Client. Accordingly, the Parties agree to apply the GTC to all of the Orders issued by the Client. The GTC shall have prevailing effect over all other contradictory terms and conditions that may arise from communications, representations or agreements between the parties prior to the Order, including a reply to a tender. The Parties explicitly agree not to apply Service Provider's own general commercial conditions of sale, nor general conditions of purchase or any similar document even if attached to or printed at the back of invoices. The presents GTC may be modified only by an amendment signed by both Parties.

3. Order and Acknowledgment of Receipt

Unless the Client otherwise previously agrees in writing, all purchases made by the Client shall be subject to an Order issued by the Client's competent department. Only such Order shall be binding on the Client. The Client shall in no event be bound by a verbal order. An Order issued by the Client shall be binding on the Service Provider as of the date on which the Client issues the Order. The fact, that the Service Provider, (i) acknowledges receipt of the Order, or (ii) begins to perform the Order, shall be understood as acceptance without reserve of the Order's stipulations (including these GTC).

The product/service to be delivered by the Service Provider, will be included in the Order, the product/service' specific requirements will be included in the technical specifications.

4. Delivery and/or performance date of Services

The delivery and/or performance of Services deadline stated in the Order or the Specific Instructions shall be mandatory and constitute for the Client a material clause without which it would not have contracted. The Service Provider shall take all measures to comply with the delivery and/or performance date of Services.

Any Services beyond such date shall automatically bring about, without prior notice, application of penalties by the Client to the Service Provider and pursuant to the following terms: one percent (1%) of the amount of the Order affected by the delay per calendar day, with a minimum of one hundred (100) euros per calendar day, unless otherwise agreed in the Order. Such penalties shall not act as a discharge and, in the event the amount of damages exceeds the total amount of these penalties, the Client reserves the right to claim the full amount of such excess damages. The Client's right to claim penalties and other damages is in addition to and not in substitution of the right to terminate the Order pursuant section 14.

5. Service Provider's Obligation

The Service Provider shall have an obligation of result and agrees to perform the Services pursuant to the Specific Instructions and the state-of-the-art, in compliance with the deadlines, costs and agreed terms, including the obligations of the Service Provider with regards to the applicable quality of the service, health, hygiene, safety, environment and sustainable development communicated by the Client.

Additionally, the Client can request to the Service Provider by writing the implementation of a Quality System in compliance with Quality Management System standards and/or other approved by the Client.

The Service Provider shall have a general duty to provide information, advice and warnings to the Client. The Service Provider shall implement all measures and use the equipment necessary to guarantee the security of the personnel performing the Services

(personal protective equipment, training, accreditations, etc...). The Client shall not be held responsible for any accident related to the lack of equipment, skills, quality issues training, hygiene, health, safety, environment or sustainable development. The Service Provider shall immediately notify the Client of any incident which could affect the good performance of Services (IT security incident, security of individuals' accident/incident, etc...) Pursuant to article 1.098 of the Spanish Civil Code, the Client is entitled to perform itself the Services which do not comply with the Order or have it performed by a third party, at the Service Provider expense, following ten (10) Days prior notice by registered letter with acknowledgment of receipt which has not been remedied in whole or in part during such period, and without prejudice to the damages the Client may claim in addition.

The Service Provider will notify to the Client any change related to the property, administration, or location, and it will be subject to other new inspection and approval. The Service Provider will notify to the Client any change in the product, process or in the approval status which have impact in the Client's product and are subject to a new inspection and approval.

6. Ethics and Compliance Rules. The Service Provider declares to comply with all applicable laws and regulations regarding with, among others, corruption, international sanctions, money laundering and the financing of terrorist activities. The Client is entitled to terminate the Order immediately and without notice in case of breach of such commitments. Moreover the Client reserves the right to take any appropriate measure to preserve its own rights.

Also, the Service Provider should make sure that their employees and people who work on behalf them, are aware of:

- Their contribution in the product/service conformity.
- Their contribution in the safety of the product/service.
- The importance of the ethical behavior.

7. Validation and Acceptance

Unless otherwise provided in the Order, acceptance shall always take place on the Client's premises or its own clients. The Client in particular, previously to the acceptance, will validate the product/service and reserves the right to refuse, at any time, the Services in the following cases and in writing:

- failure of the Services to conform with the Specific Instructions;
- failure to comply with the deadlines;
- incomplete or non-compliant Services;

In the case of non-conforming delivery and/or performance of Services, the Client shall have the option of terminating the Order pursuant to section 14 of the GTC.

Additionally, when the Client or its clients require it, the Service Provider will deliver some sample to be checked, investigated or audited.

The Service Provider will perform sampling composed by the industrial standards unless The Client specify a different thing by writing.

8. Monitor and Control - Liability - Warranty - Insurance

The Client will evaluate under its Quality Management System the product/service delivered by the Service Provider.

The Service Provider shall have full liability for the delivery and/or performance of the Services based on the Specific Instructions referred to in the Order. The Service Provider warrants its Services and all work and/or related services, being held liable for any non-compliance, any defect or operational defect, visible or latent, caused by a design, material or performance defect, and shall compensate the Client for all damages, which may result therefrom for the Client. Within the framework of such warranty, the Service Provider further agrees to immediately replace the non-compliant Deliverable or to make it fit to the intended purpose, at no cost for the Client. The Service Provider shall be solely liable and hold the Client and its directors, agents, employees and insurers harmless for any tangible or intangible liquidated damages, including damages to the image of the Client resulting from the performance or whole or partial failure by the Service Provider to perform its obligations pursuant to the Order or from the failure of the Client toward its own client(s). Any clause which could limit this liability shall be null and void. The Service Provider shall take out all insurance policies to protect the Client or the third parties for the harm which may result from its liability as defined in this section 8. As a result, it shall show proof and communicate to the Client, upon signature of the Order, a valid insurance certificate, stating the nature, the term of the warranties and the amount of coverage. The Client shall be entitled to request the Service Provider to take out, at its own expense, coverage extensions, which the Service Provider hereby accepts. The insurance policies shall in no event constitute a limitation of Service Provider's liability.

9. Transfer of Ownership and Transfer of Risk

The Client shall acquire the ownership of the Services (including all of the intellectual and industrial property rights related thereto) on an ongoing basis as they are created through the corresponding assignment of rights, according to the terms contemplated in section 11. The Service Provider guarantees that the Services delivered:

- a. do not infringe any exclusive rights of third parties (including but not limited to patents, distinctive signs, copyrights, industrial designs and trade secrets),
 - b. are not counterfeits and the Service Provider has all the official documentation as evidence (conformity certificates, invoices etc)
- and shall be held liable for all liquidated damages caused directly or indirectly by any breach of this Section 9, holding the Customer harmless at all times. Any property reservation clause having, directly or indirectly, for effect to make subject, in any manner, the transfer of ownership of the Services to the full payment of the price, is explicitly excluded and the Service Provider waives all rights it would have been able to claim pursuant to such clause. The transfer of risk of the Services shall be postponed until the final acceptance of such

Services by the Client or its own clients.

10. Invoicing and Payment Terms

Unless otherwise provided in the Order, the prices shall be firm and non-adjustable for the term stated in the Specific Instructions or Order. The Service Provider's invoice shall meet the legal requirements and shall set forth all information contained in the Order permitting identification and verification of the Services. Unless otherwise stipulated in the Order, the invoice shall be sent to the following email address: compras@atexis.com. The Client shall pay the Service Provider after acknowledgment of the conformity of the Services pursuant to section 7. Unless otherwise provided in the Order, the Service Provider's invoices shall be paid within sixty (60) calendar days from the date of the receipt of the invoice by the Client (date of payment the 25th of each month). The Client reserves the right to retain, at the time the Service Provider pays invoices, any amounts that may be due to it, on any basis, by subtracting such amounts from such payment. Unless otherwise stipulated in the Order, the potential travel expenses shall be included in the price of Services.

11. Intellectual and Industrial Property Rights

All the Results and the intellectual property rights relating to the information and documents which have been created by the Service Provider for the Client shall be transferred exclusively to the Client worldwide and for the duration of intellectual property rights' legal protection. The compensation of the abovementioned transfer is included in the Deliverables' price. The Service Provider shall not be entitled for further compensation. The Client reserves the right to transfer them to a third party, although the Service Provider shall not be entitled to any compensation.

The Service Provider shall assign to the Client the ownership of the intellectual property rights of any creation, design or software developed as a result of contractual agreement. The assignment is made exclusively, with no time or territorial limit, with the faculty of assigning the right of exploitation of the intellectual property right to third parties, for all existing exploitation methods, at the time of the signature of the present GTC, and for any purpose necessary for the exercise of the Client's usual commercial activity at any time, being able to exercise every exploitation rights of the Client, including but not limited to the rights of reproduction (direct or indirect), distribution or making available to the public, public communication and transformation for the creation of modifications to any content that was the object of the aforementioned assignment.

In the case that the development of any type of computer software were included within the Results, the assignment of the rights shall include the preparatory documents, the source code, the object code and any other element developed for the software. Specifically, the rights of exploitation provided for in article 99 of the Spanish *Real Decreto Legislativo 1/1966, de 12 de abril, por el que se aprueba el texto refundido de la Ley de Propiedad Intelectual, regularizando, aclarando y armonizando las disposiciones legales vigentes sobre la materia*, would be assigned for any of the existing exploitation modalities, known to the date of the contractual agreement has begun:

- The right of total or partial reproduction, even for personal use, of the software tool and any of its developments, by any means and in any form, permanent or temporary, including but not limited to the uploading, presentation, execution, transfer or storage of the tool and its developments.
- The translation, adaptation, arrangement or any other transformation of the software tool and its developments, and the reproduction of the results of such acts, without prejudice to the rights of the person transforming the software tool.
- Any form of public distribution of the original software tool or its copies, including rental.

Furthermore, Service Provider shall assign the Client the ownership of any patent, trademark and any other industrial property right linked to the Results in any way.

12. Confidentiality

The Service Provider recognizes as confidential all information communicated by the Client during the course of an Order (hereinafter referred as "Information"). Consequently, the Service Provider shall keep confidential all Information received from the Client. These Information shall be used solely for the purpose of performing the Order. The Service Provider recognizes that these Information remain, in any case, the property of the Client. The Service Provider agrees, during the term of the Order and for a period of five (5) years from the date of expiration or termination of the Order, that the Information of the Client:

- is protected, kept strictly confidential and is treated with the same degree of care and protection the Service Provider undertakes to its own confidential information;
- is not used, totally or partially, for any purpose other than the execution of the Order without the prior written consent of the Client;
- is not disclosed or likely to be, directly or indirectly, to any third party or to any other person other than members of its personnel who have an interest to receive the Information for the performance of the Order, provided that these persons have been informed of the confidential nature of the Information and agree to be bound by the provisions of the Order;
- is not copied, reproduced or duplicated totally or partially. The Parties agree that the Client may exceptionally in writing authorize the Service Provider to reproduce or duplicate such Information.

The Service Provider shall implement all technical and awareness-raising measures to maintain the confidentiality and the security of the Information.

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Upon expiry or termination of the Order for whatever reason, the Service Provider shall return all Information promptly to the Client and/or destroy the Information and support containing in whole or in part of Information. In the event of the destruction of the Information, the Service Provider shall submit to the Client a document certifying the destruction of the Information on the day of expiration or termination of the Order.

13. Technical Means - Staff

The Service Provider agrees to define, implement and maintain, at Service Provider's expense, the technical means and the infrastructure necessary for performing the Services with respect to security policies of the Client, and, when applicable, to those of its own client and/or any other Provider approved by the Client. Within the framework of the performance of the Orders, the Service Provider shall keep, under all circumstances, the hierarchical and disciplinary authority over its staff, for which it shall also ensure the administrative, accounting and labor management, even when the Services are performed on the premises of the Client. Such staff shall also report regarding the performance of the services and their evolution to the technical manager designated by the Service Provider. The Service Provider warrants that it possesses the skills and the quality, health, hygiene, safety, environment and sustainable development empowerment to perform the Services and that its personnel are well trained.

For calibration Purchase Orders, all gauges and instruments must be calibrated using standards whose accuracies are traceable to the National Institute of Standards and Technology. All provided calibration certifications must specifically state this traceability. Supplier will maintain a quality/inspection system that will ensure all goods and services conform to contract requirements whether manufactured or processed by Supplier or procured from Sub-Tier Suppliers and that fully complies with the requirements of AS9100.

14. Termination, duration and documentation archiving

The Order shall specify its duration. The Client may terminate the Order in the event of a partial or full significant failure of performance by the Service Provider of any of the obligations established in the Order and in the present GTC, not remedied with fifteen (15) Days after sending a registered letter with acknowledgment of receipt, and without prejudice to the damages the Client may claim in addition. In this case, the Client reserves the right to entrust a third party to perform the Services at the Service Provider's expense. The Client may also terminate the Order at its sole convenience by giving written notification (registered letter with acknowledgment of receipt) to the Service Provider one (1) month prior to the effective date of termination, without giving rise to any right to compensation in favour of the Service Provider. In the case of Order placed for an unlimited period, each Party shall be entitled to terminate the said Order without any further formalities by prior notice of fifteen (15) Days sent by registered letter with acknowledgment of receipt. The Service Provider shall not be entitled to compensation for termination for any reason whatsoever. Unless otherwise specified on the Purchase Order all certifications, test reports, and inspection reports, as well as receiving inspection, in-process inspection, final inspection, and calibration records shall be retained for a minimum of six years, unless otherwise specified by the Client. These records will be made available to the Client and its client, or regulatory agency upon request.

15. Personal Data

For the appropriate performance of this TGC, the parties agree to comply with Regulation (UE) 2016/679 of the European Parliament and of the Council, of the 27th of April of 2016, relating to the protection of natural persons with respect to personal data processing and the free circulation of this data (GDPR) and Organic Law 3/2018, of the 5th of December, on the Protection of Personal Data and Guarantee of Digital Rights (LOPD-GDD), as well as any other legal or regulatory rules that may affect this area.

Although at the time of signing this TGC, the parties do not have the intention of communicating data of interested third parties, in case the contractual relationship requires it so, such communication of data will be carried out under the legitimacy and in compliance with the provisions of the GDPR and the LOPD-GDD. Likewise, in the event that due to the nature of the TGC, one of the parties had access to personal data for which the other party is responsible and this constitutes a processing assignment, the parties shall sign the corresponding Data Processing Assignment Agreement, in accordance with the provisions of the applicable regulations in force. The provisions of the said Data Assignment Agreement shall constitute the complete regulation and shall govern between the parties in relation to this matter.

16. Non competition

The Service Provider shall not recruit or work directly or indirectly for the legal entities for which it worked on behalf of the Client or was in contact with through the Client during the performance of the Order, without prior consent of the Client, during the whole duration of the Order and six (6) months after its expiration or termination.

17. Workers assigned to the provision of the service

The Service Provider warrants the Client that the personnel employed for the provision of the service shall have the appropriate training and experience, and will depend, for all legal purposes, solely and exclusively on the Service Provider, the Customer being released from all liability.

Consequently, the work organization and the personnel discipline shall be of the exclusive competence of the Service Provider, without the Client having any authority over them. In any case, the Service Provider shall be the employer of the personnel, and the Client shall be exonerated from any claim that any of the persons employed by the Service Provider may bring for any concept, including but not limited to salary.

The Service Provider undertakes to comply faithfully and punctually with work-related obligations, including but not limited to Social Security obligations, imposed by the legislation in force with regard to the personnel employed in the performance of the services that are the object of the Order. To this effect, at the beginning of the provision of services, the Service Provider shall send a negative overdraft certificate to the Client, issued by the Spanish General Treasury of the Social Security and must accredit the Social Security registration of the employees assigned to the service to be provided. Whenever required by the Client, the Service Provider must accredit that it is up to date with its Social Security obligations and with the payroll payment of the employees providing the service.

The Service Provider undertakes to flow down the obligations of this article to its subcontractors. Compliance with the provisions of this article constitutes an essential and determining condition without which the Client would not have contracted with the Service Provider. Therefore, if the Service Provider fails to demonstrate compliance with these provisions, or their non-compliance was found, the Client may legally terminate the Order and shall notify such termination to the Service Provider, without prejudice to any damages the Client may claim.

18. Assignment - Subcontracting

The Service Provider undertakes not to transfer the Order and the presents GTC to any third party without the prior written consent of the Client. Notwithstanding the foregoing, an Affiliate company of the Client shall not be considered a third party.

The Service Provider undertakes not to subcontract all or part of the Services without the prior written consent of the Client. The Service Provider undertakes to ensure that any subcontractors accept all provisions of the presents GTC and specific requirements agreed with the Client which have to be distributed by the Service Provider to the subcontractor.

19. Miscellaneous

The fact that the Client does not enforce any of its rights pursuant to the GTC or the Order shall not be construed as a waiver of such right. In the event that one of the clauses of the presents GTC is found to be unenforceable, the other provisions shall continue in full force and effect. The Service Provider shall not mention its business relation with the Client without the Client's prior written consent.

20. Access to Facility and Audits

The Client and its clients reserve the right to perform an on-site inspection of the Service Provider's facility or visit the facility under agreement between all parts.

The Parties agree that the Client may conduct or commission a third party at any time, to perform audits of costs or technical audits of conditions for carrying out the Services and also related to the Service Provider's compliance with the Client's quality, hygiene, health, safety, environment and sustainable development requirements and the provisions of regulations applicable to the protection of personal data and the European Union General Data Protection Regulation (section 15 of the GTC). The Service Provider will be notified by the Client at least five (5) Days prior any audit. The Service Provider shall facilitate the task of the auditor by answering questions and providing the information requested on related Services (documents, data, information...). If an audit report shows a failure to perform the obligations of the Service Provider under the GTC or an insufficient quality of Services, the Service Provider shall immediately take all necessary corrective measures to comply with the audit conclusions.

As part of the purchasing process, an annual assessment of the Service Provider's performance could be conducted, following which the purchasing and quality departments of the Client reserves the right to implement action plans.

21. Taxation

The Service Provider whose tax residence is located outside of Spain represents and warrants to the Client that it has fully and correctly completed all the necessary procedures in tax matters to provide its services to the Client, in compliance with the tax regulations of Spain, of the country in which the Service Provider is domiciled and, where applicable, of the country in which the service is provided or is to take effect.

The Service Provider undertakes to provide the Client with all certificates certifying declaration and payment of direct and indirect taxes in France unless it can show that it has no permanent establishment in France, in which case it will provide the Client with proof of the application to the Tax Authorities (proof of receipt of the request by the tax authorities) as well as proof of absence of response by the Tax Authorities within three (3) months of receipt of the application, serving as tacit agreement to the lack of a permanent establishment by the Service Provider in France. In the event that the income obtained by the Service Provider shall not be subject to taxation in Spain on the basis of the provisions of an agreement to avoid international double taxation concluded by the Spanish Government and the jurisdiction of the residence of the Service Provider, the application of said double taxation agreement by the Client shall be conditional upon the prior delivery by the Service Provider of a certificate issued by the tax authorities of the jurisdiction where the Service Provider is fiscally a resident, issued within the meaning of the double taxation agreement, which shall be acceptable to the Spanish tax authorities.

Otherwise, the Client shall withhold the applicable taxes, if applicable, based on the provisions of the Spanish internal tax regulations.

The Client shall deliver to the Service Provider a certificate reflecting the Spanish tax withholdings that should have been made on the payments made to the Service Provider.

22. Non-economic dependency

The Service Provider warrants that it is not economically dependent on the Client and it has a diversified customer base. In this context, the Service Provider asserts to be undertaking or pursuing commercial actions to broaden its customer base so the Client does not represent a major share of its customer base. Notwithstanding the foregoing, once the Client represents a share higher than or equal to twenty five percent (25%) of the Service Provider global turnover, the latter shall immediately inform the Client.

23. Governing Law and Jurisdiction

The presents GTC and the Orders shall be governed and interpreted according to Spanish applicable law. The Parties shall be subject to the jurisdiction of the Courts and Tribunals of Seville (Spain). Said jurisdiction shall be mandatory for the Service Provider and optional for the Client, who reserves the right to initiate, where appropriate, legal proceedings in the jurisdiction that the Client deems competent.

Prior to the initiation of a legal proceeding, the parties undertake to amicably resolve any dispute that may arise between them in connection with the performance of the Order, in particular, to notify the defaulting party by registered letter with acknowledgment of receipt of the breaches it ascribes to it. Then, the defaulting party shall within a period of one (1) month from receipt of the letter send a reply in the same format. As of the dispatch by the defaulting party of its response, the parties have a period of three (3) months to amicably resolve the dispute between them. Beyond this deadline, in the absence of an agreement between the parties, each of them will be entitled to initiate a legal proceeding to resolve the dispute.

24. Language

The presents GTC are executed in the English and Spanish languages and the Parties hereto agree that, in case of discrepancies between both versions, the Spanish version shall prevail.