

GENERAL TERMS AND CONDITIONS (THE “TERMS“)

Last Updated Date: January 18, 2023

1.1 The Terms in their current version shall apply to all SERVICES (as defined in Section 2.1 below) provided by or on behalf of Lipotype Inc. (“LIPOTYPE”) for the client (“CLIENT”). Any other terms and conditions provided by CLIENT deviating from these Terms are expressly rejected unless otherwise expressly confirmed by LIPOTYPE in writing prior to or upon conclusion of each individual AGREEMENT (as defined below). Any reference to correspondence, which contains or refers to any other terms and conditions of CLIENT or any third party does not constitute an agreement with the application of such general terms and conditions by LIPOTYPE.

2 Order Process and Agreement

2.1 CLIENT may order LIPOTYPE’S services (“SERVICES”) online through LIPOTYPE’S webshop accessible through the website www.lipotype.com (“WEBSHOP”). All announcements and offers in the WEBSHOP are non-binding and subject to change. Notably, any presentation of any SERVICES or deliverables in the WEBSHOP and/or by other means does not constitute a legally binding offer on the part of LIPOTYPE. LIPOTYPE is not obliged to accept orders from CLIENT.

2.2 The order process is as follows:

- CLIENT must register as customer through the WEBSHOP. CLIENT shall register with its true, accurate and complete address as well as contact information (in particular a telephone number and a valid e-mail address) for the WEBSHOP; CLIENT shall maintain the accuracy of such information throughout the business relationship with LIPOTYPE. CLIENT shall provide LIPOTYPE with all data relevant for the proper execution of SERVICES, in particular, an address for invoicing as well as for shipping (if applicable)
- CLIENT places an inquiry for the desired SERVICES/packages through the WEBSHOP by choosing the respective products, placing them in the cart and following the provided checkout process. Prices detailed in the WEBSHOP for LIPOTYPE’S SERVICES are only an indication and may vary depending on the respective request of CLIENT.
- Receipt of CLIENT’S inquiry will be confirmed through an automated email. Such confirmation shall not constitute an acceptance of CLIENT’S inquiry.
- At LIPOTYPE’S discretion LIPOTYPE will provide CLIENT with a binding quotation (“OFFER”) regarding the requested SERVICES via its WEBSHOP and inform CLIENT thereof via email. Alternatively LIPOTYPE will inform CLIENT it will not provide the requested SERVICES.
- CLIENT may accept the OFFER by clicking the button “Accept Quotation” within the WEBSHOP *or* by clicking the hyperlink provided within the OFFER e-mail "Accept Quotation and Place Order" or by providing LIPOTYPE with a signed copy of the OFFER (fax or email is sufficient) or by providing LIPOTYPE with a purchase order signed by an authorized representative of the CLIENT and explicitly referencing the OFFER. By aforementioned acceptance, the parties enter into a respective agreement on the terms and conditions set forth herein and in the OFFER (“AGREEMENT”).

2.3 Where CLIENT requests LIPOTYPE’S SERVICES through means other than the WEBSHOP, an AGREEMENT shall only be deemed formed, in case LIPOTYPE

provides CLIENT with an OFFER and CLIENT accepts such OFFER by providing LIPOTYPE with a signed copy (fax or email is sufficient) thereof.

- 2.4 LIPOTYPE shall be bound by its OFFER for thirty (30) days following the date of issuance set forth therein.
- 2.5 LIPOTYPE will save a copy of the respective AGREEMENTS, which will be transmitted to CLIENT together with these conditions via e-mail to the e-mail address provided by CLIENT.
- 2.6 Upon formation of an AGREEMENT and notwithstanding any revocation rights granted to CLIENT by mandatory legal provisions, CLIENT shall have no right to revoke such AGREEMENT.

3 Samples

- 3.1 Together with the OFFER, LIPOTYPE will provide CLIENT with detailed requirements regarding the quantity and quality of the samples necessary for LIPOTYPE to provide the requested SERVICES ("**REQUIREMENTS**").
- 3.2 Upon execution of the AGREEMENT, CLIENT shall provide LIPOTYPE with the samples according to the REQUIREMENTS.
- 3.3 CLIENT agrees to:
 - a) ensure that all relevant or necessary information, instructions and documents are provided to LIPOTYPE in due time before the anticipated performance of the requested service (not later than one (1) week before the designated date);
 - b) if required, supply LIPOTYPE with any special equipment or personnel necessary for the performance of the requested SERVICES;
 - c) inform LIPOTYPE in advance of any known infectious pathogens, hazards or dangers, actual or potential, associated with the requested SERVICES or samples.
- 3.4 CLIENT shall bear the sole risk and responsibility for shipment, packaging and compliance of the samples with the REQUIREMENTS and applicable laws. LIPOTYPE shall not be liable for any delay or impairment of the SERVICES and/or results due to (i) non-compliance with the REQUIREMENTS or (ii) insufficient quality, quantities, packaging or any defects of samples, notably incurred prior or during shipment. **ALL SAMPLES MUST BE SHIPPED TO GERMANY IN ACCORDANCE WITH THE REQUIREMENTS PROVIDED TO CLIENT.**
- 3.5 CLIENT represents and warrants that all samples, information, instructions and documents transmitted to LIPOTYPE are neither subject to any third party rights nor are deemed information, business secrets or know-how which are to be kept secret, unless CLIENT has expressly pointed out such fact prior to conclusion of the AGREEMENT. CLIENT further warrants that the use of samples, information, instructions and documents transmitted to LIPOTYPE within the scope of the execution of the AGREEMENT does not infringe upon any rights of third parties.
- 3.6 In the event that CLIENT does not fully comply with the REQUIREMENTS set forth by LIPOTYPE, CLIENT will be responsible for any additional costs reasonably incurred due to LIPOTYPE'S handling of inadequate samples and a platform reservation fee, to the extent the additional requirements in Section 9.6 are fulfilled.
- 3.7 Upon completion of the SERVICES, LIPOTYPE shall destroy any leftover samples. Special disposal charges will be billed to CLIENT if applicable.

4 Services / Results

- 4.1 Upon closing of the AGREEMENT and receipt of the samples, LIPOTYPE shall provide the CLIENT with the SERVICES according to the specifications and terms set forth in the accepted OFFER. Unless otherwise agreed, LIPOTYPE shall decide at its sole discretion where the SERVICES under the AGREEMENT are performed.
- 4.2 LIPOTYPE shall provide CLIENT with an analysis of the results of the SERVICES, including all the data as defined in the OFFER but explicitly excluding any RAW LIPID DATA ("RESULTS") at the place of performance of SERVICES as set forth in Sec. 4.1. At the request of CLIENT, LIPOTYPE will – at CLIENT's own risk – forward the RESULTS to CLIENT via email. "RAW LIPID DATA" shall mean any raw and/or intermediate data generated by LIPOTYPE in performing the SERVICES including (a) any data allowing LIPOTYPE to alter or enhance its proprietary shotgun lipidomics platform and (b) any lipid data (in particular for use in anonymized form, either alone or aggregated with other data) to enable / enhance either LIPOTYPE's lipidomics platform or any data analysis / predictive modeling, including but not limited to, spectral data and data substantiating the specific assignment thereof to specific lipids. Data which are explicitly set forth in the OFFER as part of the delivered data shall not constitute RAW LIPID DATA.
- 4.3 The RESULTS shall consist of a data-sheet(s) of the analysis results generated by LIPOTYPE. Upon explicit request of and at additional costs to the CLIENT, LIPOTYPE shall provide CLIENT with an accompanying document including explanatory notes to the respective findings.
- 4.4 If in case of CLIENT's non-compliance with the REQUIREMENTS or due to inferior or inadequate samples provided by CLIENT, LIPOTYPE is unable to generate any or parts of the RESULTS, LIPOTYPE shall be exempt from its obligation to provide CLIENT with such RESULTS, notwithstanding LIPOTYPE's eventual right to claim the platform reservation fee as set forth in sect. 9.6.
- 4.5 The RESULTS issued by LIPOTYPE are based upon the data recorded at the time of testing only and within the limits of the instructions received from the CLIENT or, in the absence of such instructions, within the parameters of customary practice.
- 4.6 While performing the SERVICES, LIPOTYPE and its affiliates, employees, agents and subcontractors shall fully comply with all applicable laws, regulations, guidelines and administrative decisions.
- 4.7 LIPOTYPE shall not be obliged to store the RESULTS or any other data regarding the SERVICES provided to the CLIENT for more than 12 months following delivery of the RESULTS.

5 Interactive Data Visualization and Analysis

- 5.1 In connection with the provision of SERVICES, LIPOTYPE will provide CLIENT an internet-accessible Interactive Data Visualization and Analysis tool named Lipotype Zoom ("INTERACTIVE DATA VISUALIZATION AND ANALYSIS"), which may be used by the CLIENT free of charge to view the RESULTS online in addition to the delivery of RESULTS via email. The INTERACTIVE DATA VISUALIZATION AND ANALYSIS is internet-accessible, hosted on a server dedicated for exclusive use by LIPOTYPE (zoom.lipotype.com) and located in Germany, which is accessible through internet browser. Further information regarding the specifications of the INTERACTIVE DATA VISUALIZATION AND ANALYSIS can be found on LIPOTYPE'S website.
- 5.2 Access to and use of the INTERACTIVE DATA VISUALIZATION AND ANALYSIS is furthermore subject to a respective inquiry by the CLIENT during the order procedure at LIPOTYPE and a subsequent AGREEMENT between the parties. LIPOTYPE will

upload the respective RESULTS to zoom.lipotype.com and then will notify the CLIENT via email regarding the availability of the RESULTS within the INTERACTIVE DATA VISUALIZATION AND ANALYSIS and the registration process which is required to use the INTERACTIVE DATA VISUALIZATION AND ANALYSIS. The use of the INTERACTIVE DATA VISUALIZATION AND ANALYSIS is in each case restricted to the respective RESULTS provided by LIPOTYPE. CLIENT receives credentials and login information via email from Lipotype with which he is able to access his RESULTS. The INTERACTIVE DATA VISUALIZATION AND ANALYSIS containing the RESULTS will stay online for a period of 6 months from the date it was first made available to CLIENT (“UPTIME”). After expiry of the UPTIME, LIPOTYPE is entitled to take down and delete the RESULTS from the INTERACTIVE DATA VISUALIZATION AND ANALYSIS without further notice. LIPOTYPE and CLIENT may agree on an extension of the UPTIME on a case-by-case basis. LIPOTYPE may, at its discretion, at any time decide to shut down the INTERACTIVE DATA VISUALIZATION AND ANALYSIS. In such case, the data stored within the INTERACTIVE DATA VISUALIZATION AND ANALYSIS (e.g. RESULTS) will not be accessible anymore for the CLIENT. LIPOTYPE will notify the CLIENT 4 weeks before such shut down takes place and such shut down shall not interfere with the respective UPTIME.

- 5.3 Any and all intellectual property rights relating to the INTERACTIVE DATA VISUALIZATION AND ANALYSIS shall remain with LIPOTYPE and CLIENT shall only be allowed to use the INTERACTIVE DATA VISUALIZATION AND ANALYSIS to analyse the RESULTS. CLIENT shall especially not be allowed to download and/or decompile the INTERACTIVE DATA VISUALIZATION AND ANALYSIS.

6 Intended Use of RESULTS

The RESULTS are provided for research, non-clinical, non-commercial, non-diagnostic purposes only. LIPOTYPE assumes no liability for any uses other than these permitted purposes.

7 Intellectual Property Rights

- 7.1 LIPOTYPE shall have and retain sole ownership in any intellectual property rights including rights to and in any patents, know-how, technologies, methods, data and processes used or developed (regardless whether provided by LIPOTYPE or its affiliates, or their agents or subcontractors or its or their directors or employees) in the performance or provision of SERVICES for the CLIENT. For the avoidance of doubt, such retained intellectual property rights include data, information or documents that (i) allow LIPOTYPE to alter or enhance the Shotgun Lipidomics platform proprietary to LIPOTYPE. (ii) are RAW LIPID DATA (in particular for use in anonymized form (either alone or aggregated with other data), or (iii) enhance the Lipidomics platform or any data analysis and predictive modeling) (collectively, each of the foregoing are referred to as, “IP RIGHTS”). The AGREEMENT shall in no way be construed to grant CLIENT any transfer, assignment or license to the IP RIGHTS unless explicitly agreed in writing between the parties.
- 7.2 LIPOTYPE shall be under no obligation to disclose, transfer, license or otherwise make available pre-existing Lipotype technology, methods, know-how, software, patents and other intellectual property rights, including, but not limited to the Lipotype Shotgun Lipidomics technology, regardless whether owned or controlled by LIPOTYPE or its subcontractors (“Lipotype Background”), irrespective of such Lipotype Background potentially or actually being required or beneficial for use of the RESULTS.
- 7.3 LIPOTYPE shall use the sample materials provided by CLIENT only as necessary to perform the SERVICES and will provide access to the sample materials only to such personnel of LIPOTYPE or its affiliates, or any of their respective agents and subcontractors, that is specifically designated to perform the SERVICES. LIPOTYPE

shall not use or evaluate such sample materials or any portions thereof for any purpose other than as advised or directed by the CLIENT and as necessary to perform the SERVICES.

- 7.4 All information, agents and other material provided to LIPOTYPE by CLIENT shall be and remain the sole property of CLIENT and LIPOTYPE herewith assigns any and all of its and its subcontractor's right, title to and interest in the RESULTS of the SERVICES provided for CLIENT other than those covered by Sec. 7.1 above and regardless whether the RESULTS are patentable or otherwise protectable or not ("**CLIENT IP RIGHTS**").
- 7.5 Parties will render each other reasonable assistance to enable the other party to apply for, register, maintain and defend IP RIGHTS/CLIENT IP RIGHTS in the relevant official registers. In particular, either party will promptly upon request provide any necessary declarations and actions, including of their employees agents and/or subcontractors, and refrain from any actions/declarations that could conflict with such registration.
- 7.6 To the extent tangible RESULTS are protected by copyright (in particular the analysis reports), LIPOTYPE hereby grants to CLIENT the exclusive (subject to Sec. 7.7 below), royalty-free, worldwide, perpetual, irrevocable, sub-licensable and assignable right to use and exploit such RESULTS for every purpose consistent with applicable law. This also includes currently unknown uses. However, in case the RESULTS shall be made available to CLIENT within the INTERACTIVE DATA VISUALIZATION AND ANALYSIS tool according to Section 5 above, LIPOTYPE shall retain the necessary rights to do so.
- 7.7 Notwithstanding Sec. 7.4 and 7.6 above, LIPOTYPE and its affiliates (and their subcontractors) shall in any case retain the right to use the RESULTS for (i) internal research and development purposes, notably as described in more detail above at Sec. 7.1 and (ii) as reference data for the purpose of comparison / benchmarking with other data. For the sake of clarity it is understood that any RESULTS which are or become part of the public domain (other than through LIPOTYPE's fault) may be used by LIPOTYPE without restriction.

8 Delivery / Delays

- 8.1 Any delivery date announced by LIPOTYPE prior and/or after to the conclusion of an AGREEMENT shall be deemed an estimate only, unless such delivery date has been agreed upon by parties in writing. In the event that LIPOTYPE'S performance under the AGREEMENT is delayed as a direct or indirect result of any events beyond the reasonable control of LIPOTYPE (notably delays caused by CLIENT or fires, floods, earthquakes, hurricanes, epidemics, insufficient supply from third parties (including subcontractors), quarantines (whether (i) imposed upon a party, a subcontractor, its or their employees or third parties, (ii) irrespective of whether imposed by a public or private authority and (iii) irrespective of whether imposed or only recommended), war, terrorist attacks and acts of God – whether known or unknown at the time of conclusion of the respective AGREEMENT), any delivery times / periods shall be extended for the duration of such impediment. LIPOTYPE will inform CLIENT of the occurrence and the expected duration of such an event without undue delay. Should the performance of LIPOTYPE'S obligations under the AGREEMENT become impossible or unreasonably burdensome due to such event, LIPOTYPE shall be entitled to withdraw from the AGREEMENT. Any right of CLIENT to withdraw from the AGREEMENT due to performance of SERVICES becoming impossible or unreasonably burdensome shall not be affected by any extension of the delivery period pursuant to the provisions set forth herein.
- 8.2 All deadlines for the provision of SERVICES and/or the delivery of RESULTS shall be extended by the number of days of Saturdays, Sundays and public holidays at the place(s) where SERVICES are performed that fall within such deadlines, e.g. "*delivery two weeks*"

means “14 business days”. The delivery dates derived from such deadlines shall be pushed back accordingly. LIPOTYPE shall be entitled to partial deliveries, provided that such partial delivery can be reasonably used by CLIENT as per the purpose of the AGREEMENT. Failure to deliver a part shall not entitle CLIENT to rescind the AGREEMENT as a whole or to cancel the remaining deliveries, unless (i) an additional grace period set by CLIENT in writing of at least two weeks has expired without further delivery and (ii) provided that the missing delivery cannot be obtained from another source and (iii) the partial delivery is of no interest to CLIENT.

9 Remuneration; Platform Reservation Fee

9.1 All remunerations and/or payments listed/contained/agreed upon in the AGREEMENT are exclusive of federal, state or local value added and/or sales tax which will be added at the then-applicable rate. Lipotype shall invoice CLIENT for such amounts in U.S. Dollars. Any sales or use taxes relating to any Services shall be the responsibility of CLIENT.

9.2 Payment to Lipotype of any Fees and Expenses shall be due twenty (20) days following CLIENTS’s receipt of the invoice for such Fees and Expenses submitted by Lipotype pursuant to Section 9.1 above. Time is of the essence for payment. If (a) an undisputed invoice is not paid within forty (40) days of the date of the invoice; or (b) a disputed invoice is not paid within forty (40) days of resolution of the dispute, then Lipotype may impose a finance charge of 1.0% compounded monthly until payment of all outstanding amounts due. Payments shall be sent electronically, using ACH or EFT, as described in each applicable invoice.

9.3 In case CLIENT does not provide LIPOTYPE with samples (or only provides samples not conforming to the REQUIREMENTS or inferior or inadequate in the sense of sect. 4.4) within eighteen (18) months of the closing of the AGREEMENT, CLIENT shall forfeit any payments made prior to the end of such 18 months’ period, as lump sum compensation for LIPOTYPE reserving its platform to provide its services.

10 Suspension and Termination of Services

10.1 LIPOTYPE shall be entitled to either suspend or terminate the provision of SERVICES in the event of:

- (a) failure of CLIENT to comply with its obligations set forth in these terms and conditions and/or the OFFER where such failure is not remedied within 10 days after a respective notice from LIPOTYPE, or where such failure cannot be remedied, or
- (b) failure of CLIENT to make payments when due, including but not limited to non-payment due to an arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by CLIENT, or
- (c) technical problems which could not be predicted in advance and which prevent or materially impede LIPOTYPE from performing the SERVICES.

10.2 Notwithstanding the provisions set forth in Section 12.2, claims for damages incurred due to a suspension or termination of SERVICES according to Sec. 10.1 above shall be excluded.

11 Warranty

11.1 LIPOTYPE warrants that the SERVICES provided conform to commercially reasonable standards and professional care. CLIENT acknowledges and agrees that CLIENT is solely responsible for the samples being free from third party rights, and LIPOTYPE accepts no warranty or responsibility as to the RESULTS or their use infringing upon third parties’

rights. However, LIPOTYPE will immediately inform CLIENT, if it becomes aware of any encumbrance, which may affect the intended use of the RESULTS.

- 11.2 In the event that the SERVICES fail to conform to the agreed upon specifications, LIPOTYPE will, upon a respective written request from CLIENT, at CLIENT's option, either (a) re-perform at its sole expense, the respective SERVICES which did not meet the agreed quality or specification standards, or (b) refund to CLIENT all amounts paid in connection with the objected SERVICES.
- 11.4 CLIENT will inspect and evaluate the RESULTS immediately upon delivery by LIPOTYPE and, if deviations from and non-compliance with the agreed SERVICES become apparent, inform LIPOTYPE thereof in text form without undue delay - at the latest thirty (30) days after delivery. Otherwise, the SERVICES and RESULTS shall be deemed to be in conformity with the provisions of the AGREEMENT, unless such deviation and/or non-compliance was not recognizable during inspection. If such deviation and/or non-compliance becomes apparent later, CLIENT must notify LIPOTYPE hereof in text form without undue delay, at the latest thirty (30) days after discovery. Otherwise the SERVICES and RESULTS shall be deemed approved with regard to this deviation and/or non-compliance.

12 Liability

- 12.1 LIPOTYPE shall not be liable for any delay or failure in providing the SERVICES which are attributable to or due, in whole or in part, to the failure of CLIENT and/or third parties deployed by CLIENT with CLIENT's obligations under the AGREEMENT or due to instructions and/or specifications provided by CLIENT or third parties acting on behalf of CLIENT. Any dates or time periods relevant to the performance of LIPOTYPE shall be extended to account for any delays caused by CLIENT, its employees and/or third parties deployed by CLIENT and all additional costs shall be borne solely by CLIENT.
- 12.2 In the event of LIPOTYPE's breach of a material obligation, the fulfilment of which is essential for the proper performance of the AGREEMENT and the proper performance of which the other party may regularly rely on, LIPOTYPE's liability is limited to the direct damages only. Nothing in the AGREEMENT shall exclude LIPOTYPE's liability for death and/or personal injury. This limitation of liability shall apply respectively to LIPOTYPE's (or any affiliate's) directors, employees, agents and subcontractors.
- 12.3 CLIENT's claims for damages shall be time-barred to one (1) year following CLIENT's knowledge of the damaging incident.
- 12.4 LIPOTYPE shall not be liable for any damages incurred through the use of the RESULTS for any other purpose than described in Section 6.
- 12.5 CLIENT shall indemnify, defend, and hold harmless LIPOTYPE, its affiliates, subcontractors, distributors, and the directors, officers, employees and agents of each such entity ("**INDEMNIFIED PERSONS** ") from and against all claims, liabilities, losses, expenses (including without limitation reasonable attorneys' fees and other legal costs and expenses) or damages incurred by the INDEMNIFIED PERSONS which result directly or indirectly from (i) the use of the RESULTS for purposes not expressly authorized in writing by LIPOTYPE; (ii) a breach of CLIENT's obligations and/or warranties set forth in the AGREEMENT and these terms and conditions; (iii) the use or making available of the RESULTS in a manner that infringes or is claimed to infringe the Intellectual Property rights of any third party.
- 12.6 CLIENT agrees to comply with all tax and customs obligations arising in connection with this Agreement, regardless of jurisdiction.

- 12.7 THIS SECTION 12 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF LIPOTYPE AND THE SOLE AND EXCLUSIVE REMEDY FOR CLIENT FOR ANY DAMAGES COVERED BY THIS SECTION 7.
- 12.8 IN NO EVENT SHALL LIPOTYPE BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THE AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 12.9 IN NO EVENT SHALL LIPTYPE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO LIPOTYPE PURSUANT TO THE AGREEMENT PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13 Confidentiality/Use of Names/Data Protection

- 13.1 For the term of the AGREEMENT and a period of three (3) years thereafter, each of the parties agrees to maintain as confidential and shall not disclose any CONFIDENTIAL INFORMATION to any third party other than its and its employees and/or agents with a need to know for purpose of the performance under these Terms. For the avoidance of doubt, the receiving party must not use any CONFIDENTIAL INFORMATION for the generation of any kind of intellectual property other than as allowed pursuant to sect. 7.
- 13.2 "CONFIDENTIAL INFORMATION" shall include all non-public information that the disclosing party must reasonably consider confidential, whether or not labelled as such, including, but not limited to, the information vested in the sample materials provided by CLIENT, the parties' know-how and any personal data. However, the term "CONFIDENTIAL INFORMATION" does not include information that (a) is publicly known or known to the receiving party at the effective date of the AGREEMENT or (b) later becomes publicly known under circumstances involving no breach of this confidentiality obligation, (c) is lawfully and in good faith disclosed to the receiving party by a third party without an obligation of confidentiality, or (d) is independently developed by the receiving party without any reference to CONFIDENTIAL INFORMATION as evidenced by its written records.
- 13.3 Statutory obligations to disclose CONFIDENTIAL INFORMATION shall remain unaffected.
- 13.4 LIPOTYPE shall be allowed to disclose general non-confidential information about the AGREEMENT and the SERVICES provided for marketing purposes.
- 13.5 CLIENT hereby grants to grants LIPOTYPE the rights and license to use the name and the logo of CLIENT for LIPOTYPE'S own marketing purposes, which includes the right to publish CLIENT'S name as a customer reference. The customer reference will be provided for review to the CLIENT. The CLIENT shall review and approve the draft of the customer reference within thirty (30) days of its receipt by the CLIENT. The consent should not to be unreasonably withheld or delayed. In case CLIENT does not reply to LIPOTYPE within such thirty (30) days this shall be deemed as consent by the CLIENT.
- 13.6 The parties shall observe the applicable data protection laws and regulations. If CLIENT processes personal data, it is responsible for being entitled to do so in accordance with

the applicable laws. LIPOTYPE's privacy policy setting forth its scope of use of personal data can be found at <https://www.lipotype.com/legals/privacy-policy/>.

14 Miscellaneous

- 14.1 No modification of the AGREEMENT shall be binding upon the parties unless made in writing. This shall also apply to any waiver of this written form requirement.
- 14.2 Should any of the provisions in the AGREEMENT be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid one that comes economically closest to the invalid regulation. Same shall apply in case the AGREEMENT contains an omission.
- 14.3 CLIENT may not assign any rights, obligations or claims arising hereunder to any third parties without the prior written consent of LIPOTYPE.
- 14.4 CLIENT may only set off undisputed claims and claims asserted in unappealable judgment against LIPOTYPE's claims. The same applies in case CLIENT intends to avail itself of a right of retention.
- 14.5 These Terms and any AGREEMENT shall be exclusively governed by and construed in accordance the laws of the Commonwealth of Massachusetts without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. The Parties hereby submit to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts.

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Lipotype Inc.

One Broadway, 14th floor

Cambridge, MA – 01242