

THIS DISTRIBUTION AGREEMENT is dated [December 31, 2019]

BETWEEN:

Expedeon SLU, a company duly organised and existing under the laws of Spain with offices at C/ Faraday 7, Cantoblanco, 28049 Madrid, Spain (together with its Affiliates, "**Supplier**"), and **Abcam plc**, a company duly organised and existing under the laws of England and Wales with registration number 03509322, having its registered office at Discovery Drive, Cambridge Biomedical Campus, Cambridge, CB2 0AX, United Kingdom (together with its Affiliates, "**Abcam**").

WHEREAS:

Abcam and Supplier desire that Abcam purchase Products from Supplier and distribute such Products on a Non-Exclusive basis, subject to the terms and conditions of this Agreement.

NOW IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1.1. **Affiliate(s)** means any person that as of the Effective Date directly or indirectly controls or is controlled by or is under common control with a Party to this Agreement; each of the words "**control**" or "**controlled**" as used in this Clause shall mean ownership of any such person which is more than 50% of the shares, or the right to elect the majority of the board of directors or such other similar governing body.
- 1.2. **Agreement** means this Distribution Agreement and the Schedules attached hereto.
- 1.3. **Anti-Corruption Laws** means all applicable global anti-corruption laws including the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act of 2010, as well as any laws implementing the U.N. Convention Against Corruption and the OECD Anti-Bribery Convention.
- 1.4. **Applicable Laws** means all national, supra-national, federal, state, local, foreign or provincial laws, rules, regulations, including case law, as well any guidance, guidelines and requirements of any regulatory authorities and any industry codes of practice in effect from time to time applicable to the activities performed hereunder and the Parties' handling of the Products in any part of the world including any relevant environmental, health and safety laws and regulations.
- 1.5. "**Change of Control**" of a Party means (a) a merger or consolidation of such Party or its parent with a Third Party that results in the voting securities of such Party or its parent outstanding immediately prior thereto ceasing to represent at least fifty percent (50%) of the combined voting power of the surviving entity immediately after such merger or consolidation, or (b) a transaction or series of related transactions in which a Third Party, together with its Affiliates, becomes the beneficial owner of fifty percent (50%) or more of the combined voting power of the outstanding securities of such Party or its parent, or (c) the sale or other transfer to a Third Party of all or substantially all of such Party's business to which the subject matter of this Agreement relates, except in connection with the issuance of equity securities for financing purposes or to change the domicile of a Party.
- 1.6. **Confidential Information** means non-public business and technical information that is disclosed by (or on behalf of) one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") (or the Receiving Party's agents) in connection with this Agreement, or that is derived by the Receiving Party from such disclosed

information, and shall include the terms and existence of this Agreement, future business and commercial plans, materials, equipment, marketing, sales and/or pricing information, the identities of the Disclosing Party's customers and suppliers, manufacturing and production processes, non-public technical specifications, formulae, patent applications and study results.

- 1.7. **Customer** means a Third Party who purchases Products from Abcam.
- 1.8. **Disclosing Party** has the meaning set forth in Clause 1.6.
- 1.9. **Effective Date** means the date of this Agreement set forth above.
- 1.10. **Initial Term** has the meaning set forth in Clause 11.1.
- 1.11. **Invoice** means Supplier's invoice, i.e., Supplier's request for payment as described in Clause 9.2.
- 1.12. **Last-time Buy** has the meaning set forth in Clause 11.3.2.
- 1.13. **List Price** means the EURO price on Supplier's website, which Supplier shall make available to Abcam pursuant to Clause 2.2.
- 1.14. **Marketing Collateral** means electronic, web-based, written, graphic, photographic, or other descriptions of the Products, including the Specifications.
- 1.15. **Non-Exclusive** means that: (a) Supplier has the right to grant similar rights in various territories to Third Parties with respect to the Products, and (b) Abcam has the right to buy from (and sell to) Third Parties products similar to the Products in such territories.
- 1.16. **Order Confirmation** means Supplier's confirmation of a Purchase Order as described in Article 3.
- 1.17. **Parties** means Supplier and Abcam; "**Party**" means either of Supplier and Abcam.
- 1.18. **Product(s)** means the products listed on Schedule C under Clause 2.2 to be sold by Supplier to Abcam hereunder.
- 1.19. **Proprietary Rights** has the meaning set forth in Clause 13.2.
- 1.20. **Purchase Order** means a Purchase Order that Abcam issues to Supplier, which obligates Abcam to purchase the Products named therein.
- 1.21. **Receiving Party** has the meaning set forth in Clause 1.6.
- 1.22. **Specifications** means the Product datasheet and any similar data or specification sheet setting forth final quality, technical or descriptive specifications of the Products that are made available by Supplier as set forth in Schedule A.
- 1.23. **Term** means the Initial Term, and any extensions to the Initial Term as set forth in Clause 11.1.
- 1.24. **Third Party** means any person other than a Party or its Affiliates.
- 1.25. **Transfer Price** means the discounted price (from the List Price) for the Products as set forth in Schedule C.
- 1.26. **Miscellaneous Interpretive Provisions.** The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Clauses are to Clauses in the main body of this Agreement and references to Schedules are, unless otherwise stated, references to Schedules to this Agreement. In the event of inconsistency between this Agreement and the Schedules, the Agreement shall prevail. This Agreement will be fairly interpreted in accordance with its terms and without any strict construction in favor of

or against either Party. Ambiguities, if any, in this Agreement will not be construed against either Party, irrespective of which Party may be deemed to have authored the ambiguous provision. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular. References herein to days means calendar days; provided, however, that subject to Clause 2.8, any right, duty or obligation set forth herein that falls on a Saturday, Sunday, bank holiday or public holiday in either the United States or the United Kingdom shall be deemed to fall on the next calendar day. The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2. APPOINTMENT AS DISTRIBUTOR; SET-UP

- 2.1. **Non-Exclusive Worldwide Distributorship.** As of the Effective Date, Supplier hereby appoints Abcam, and Abcam hereby accepts such appointment, as a Non-Exclusive worldwide distributor for the resale of the Products upon the terms and conditions of this Agreement.
- 2.2. **Provision of List Prices and Datasheets.** As soon as reasonably practicable following the Effective Date, Supplier shall provide Abcam a list of all the Products to be sold hereunder and with their initial Transfer Prices, which shall be attached as Schedule C, along with proper banking information as set forth in Clause 9.4. The list may be modified by from time to time by Supplier upon 90 days’ notice to Abcam, subject to Clause 9.1.
- 2.3. **Abcam Selection and Discontinuation of Products.** Abcam may, at its sole discretion, choose the Products it wishes to market from the list of Products provided by Supplier. Supplier acknowledges that Abcam is not guaranteeing that any volume of Product will be ordered by Abcam during any period during the Term, subject to Clause 11.2. Abcam has the right to discontinue the distribution and sale of all or any Products at its sole discretion upon annual review with Supplier.
- 2.4. **Branding; Marketing Collateral.** During the Term, and during its exercise of its rights under Clause 11.3, Abcam shall use its own branding and marks for Products and may, solely in connection with the resale of Products for the uses contemplated in Clause 2.7, use, copy, distribute, and display publicly all Marketing Collateral that Supplier, at its option, supplies to Abcam which Marketing Collateral, as between the Parties, shall be owned by Supplier. No modifications to such collateral shall be made without written consent by Supplier. Abcam also may generate or acquire additional Marketing Collateral, subject to prior written approval of Supplier, which, as between the Parties, shall be owned solely by Abcam.
- 2.5. **Trademarks.** Neither Party may use the other Party’s name, logo and trademarks, without express prior written approval of the other Party, other than as provided for in this Agreement.
- 2.6. **Use of Affiliates and Third Parties.** Abcam may exercise its rights hereunder through any of its Affiliates and appoint Third Party distributors, agents, resellers and/or sellers for the Products in various territories throughout the world.
- 2.7. **Use of Products; Labeling.** Abcam may only resell Products hereunder to its Customers for the Customer’s internal in vitro research use only, including re-packaged Products such as groups or kits for resale to Customers; Customers

requiring commercial usage shall require a license; For customers requiring a license where Abcam has identified and notified Supplier in writing about suspected commercial use by Abcam's customer and where Abcam has supported Supplier with ensuring Abcam's customer obtains a commercial license the revenue of such shall be shared by Supplier with Abcam pursuant to good faith negotiations between the parties. Abcam and its Customers shall be generally responsible for the proper selection, application, processing and use of the Products in accordance with Applicable Law, and specifically responsible for their modification or incorporation into kits or other products. Abcam shall not erase, obliterate or obscure any appropriate Product patent information attached to or accompanying the Products. Abcam shall ensure that the Products are labeled for "research use only" (or equivalent language required by Applicable Law in jurisdictions other than the United States). Abcam shall include in a data sheet accompanying each Product the relevant patent marking information to the extent provided by Supplier.

2.8. **National Holidays.** Supplier will notify Abcam three (3) weeks in advance of office closures and national holidays observed by Supplier which would affect the delivery of order Products, other than those generally observed in the U.S. and U.K and Germany.

3. ORDERING; DELIVERY AND ACCEPTANCE

3.1. **Purchase Orders; Order Confirmation.** From time to time Abcam may submit Purchase Orders to Supplier in writing, by fax or electronically at least 2 business days before the first delivery date requested therein. Within 2 business days of receiving a Purchase Order, Supplier shall send an Order Confirmation or rejection(s). Confirmation shall confirm or list item delivery dates and that the price listed on the Purchase Order for each item ordered is the correct Transfer Price. Should items be on back order, Supplier shall respond to reasonable requests from Abcam for updates within 2 business days.

3.2. **Order Discrepancies.** If the price on the Purchase Order for one or more Products does not match the Transfer Price, Supplier shall not send the Products in question until both Parties agree on the shipment and the Transfer Price; provided, however, that Supplier shall timely ship all Products not in controversy and Supplier shall notify Abcam of such discrepancy. Upon such notice, Abcam and Supplier shall communicate with each other, using commercially reasonable efforts to respond on a daily basis.

3.3. **Stocking and Turnaround.** Supplier shall use reasonable endeavors to hold stock of Products for delivery to one of Abcam's facilities as indicated on the Purchase Order within 3 calendar days of receipt of the Purchase Order, subject to Clause 3.6. Abcam acknowledges that Supplier may from time to time be subjected to manufacturing, quality control or shipping delays. Supplier shall use reasonable endeavors to minimize such delays.

3.4. **Delivery.** Supplier shall use reasonable efforts to deliver in-stock items in accordance with Clause 3.3 and backordered items as soon as they become available. All Products shall be priced at the Transfer Prices as set out in **Schedule C**. Supplier shall ensure that all Products comply with the Specifications and shall provide evidence of such compliance if requested by Abcam. In no event shall Supplier substitute products for the Products listed on the Purchase Order or send Abcam Products not listed in the applicable Purchase Order. Supplier will inform Abcam by email of the Purchase Order number, tracking number

3.5. **Delivery Discrepancies.** In case of a shortfall of Product in a delivery (or vial) received from Supplier, Abcam shall notify Supplier of the discrepancy, detailing the lot number and volume found missing at the advised concentration. Supplier shall

acknowledge Abcam's notification within two (2) business days, and the Parties shall use their best efforts to promptly discuss and resolve the discrepancy in good faith. In the case of a discussion regarding whether an item has been shipped or delivered, where requested, Supplier shall provide appropriate proof of delivery, e.g., a signed tracking number referring specifically to the discussed item on a packing list or delivery note.

- 3.6. **Top Selling Products.** From time to time, Abcam may provide a list of top selling Products on a calendar quarter basis, and Supplier shall use reasonable efforts to maintain stock and deliver these Products within 3 business days from receipt of Purchase Order, provided that the amount ordered does not exceed one hundred twenty percent (120%) of the amount purchased by Abcam in the previous calendar quarter.

4. PACKAGING

- 4.1. **Relabeling.** Supplier shall ensure that the outside of the package containing the Products bears the number of the associated Abcam Purchase Order. Supplier shall use reasonable efforts to maintain the Products in a convenient form for relabeling or re-vialing by Abcam. The Products shall be shipped without dry ice where possible and with minimal packaging.
- 4.2. **Product Packing.** All Products will be accompanied by a Packing List that accurately describes the contents of the shipment and also bears the number of the Purchase Order under which Abcam requested the Products. Usual and customary handling fees will be applied to Products with ordinary packaging, and shall be added to the invoice to Abcam.
- 4.3. **Special Packaging.** Products suitable for frozen storage shall not be provided with less than twelve (12) months shelf life remaining. Products only suitable for refrigerated storage shall not be provided with less than six (6) months shelf life remaining. Supplier shall ship Products in a secure way to ensure the integrity of the Products and minimise risk to Abcam's staff. Such special packaging and handling will be added to the invoice to Abcam.
- 4.4. **Toxic Products.** Supplier shall pack any Products that are classified as toxic or having a serious health effect for transport or handling in a combination inner container, such as a plastic vial in a plastic securitainer, to minimise the risk in case of breakage. Supplier shall label the inner containers with handling hazard information following ECHA requirements (EU) and the COSHA requirements (US).

5. REGULATORY REQUIREMENTS

- 5.1. **Product Information; Classification.** For each Product shipped hereunder, Supplier shall provide, Specifications and Product safety information in datasheets, written in English in accordance with **Schedule A** and **Schedule B**. Supplier shall classify each Product according to IATA, ADR and DOT and so inform Abcam. Supplier shall provide the name and percentage of hazardous substances according to The Control of Substances Hazardous to Health Regulations 2002 contained in proprietary components. Supplier shall inform Abcam within seven (7) business days of making any changes to the foregoing documents.
- 5.2. **ECCN.** Supplier shall inform Abcam, at the time of offering Products to Abcam for resale, of the product code(s) of any of its Products that are known to require an Export Control Classification Number (ECCN) (relevant for non-antibody Products only).
- 5.3. **Specific Regulations.** Specific Regulations means, with respect to the EU, Council Regulation (EC) 428/2009 (Dual Use Goods), Regulation (EC) 273/2004, Council

Regulation (EC) 11/2005, 297/2009, 1277/2005, 273/2004 (Drug Precursors) and the UK Misuse of Drugs Act 1971 and similar legislation of other member states; and with respect to the US, the CDC Select Agents Regulations and DEA List I of Chemicals and List II of Chemicals contained in the Controlled Substances Act, 21 U.S.C. §802, paragraphs 34 (list I) and 35 (list II). Each party shall notify Abcam if it has knowledge that the Products or their components are subject to the Specific Regulations.

- 5.4. Each party is responsible for checking and confirming proper regulatory classifications and other regulatory requirements for Products while it has risk of loss, and neither party shall have any liability to the other for misclassification or failure to provide regulatory information, absent its gross negligence or willful misconduct.

6. TRANSPORT AND DELIVERY

- 6.1. **Carrier and Shipment.** Supplier shall use Abcam's nominated carrier for all shipments and shall supply Product in accordance with the delivery terms set out in **Schedule B**.
- 6.2. **Shipping Accounts.** Suppliers shipping to Abcam's UK office shall use Abcam's UK FedEx account #ABC007, or FedEx account #210386840 if based outside the UK. Suppliers shipping to Abcam's US office shall use Abcam's FedEx account, #274659505, or FedEx account #210386840 if based outside the US.
- 6.3. **Import Licenses.** Shipments imported into the UK from outside the EU shall be imported under a General Import License, IMP/GEN/2014/02 or IMP/GEN/2015/06.
- 6.4. **Transportation Licenses.** Supplier shall comply with any applicable Transport of Dangerous Goods Regulations (DGR) set by organizations such as IATA/ICAO, ADR and DOT for transportation of hazardous materials (where applicable).
- 6.5. **Declared Value.** Supplier shall not specify a 'carriage/declared value' and will thus leave the appropriate section of the courier waybill blank. Supplier shall accurately fill in the 'customs value' section of the courier waybill. Supplier shall use the Transfer Price as the value for customs on the commercial invoice/other shipping document and on the carrier's waybill. Free of charge replacements shall be declared with a value for customs that was used on the original Purchase Order.
- 6.6. **Country of Origin.** Supplier shall declare the country of origin on the commercial invoice or other shipping documents according to the WTO rules on origin.

7. SUPPLIER COVENANTS

- 7.1. **Technical Support.** During the Term, Supplier shall provide an answer to all technical enquiries from Abcam within a reasonable time frame.
- 7.2. **Customer Support.** During the Term, and for a period of six (6) months thereafter, Supplier shall comply with the obligations set out in Clause 8 concerning instances of Customer complaints and defective Products. Supplier shall treat any of Abcam's customer information received as the Confidential Information of Abcam, subject to Article 10 below. The parties do not contemplate the exchange of any regulated personally-identifiable information, however any such information shall be used by each party in compliance with GDPR and other applicable laws.

8. COMPLAINTS AND PRODUCT FAULTS

- 8.1. **Product Monitoring.** Upon Abcam's written request, Supplier shall investigate Customer complaints about Products, and provide Abcam a summary of the results

of the investigation and any corrective actions taken. Abcam shall reasonably cooperate with such investigation and facilitate communications with Customer.

- 8.2. **Defects.** Supplier shall provide the remedies set forth in Clause 8.3 for Products that do not conform to their Specifications, provided Abcam provides notice of non-conformity within 180 days of its receipt of Product, accompanied by reasonable evidence thereof. Abcam shall provide reasonable samples of non-conforming Product to Supplier upon request.
- 8.3. **Remedies.** In the event of timely notice and a nonconformance with the Specifications as set forth in Clause 8.2, Supplier shall take back the non-conforming Product(s) and at Abcam's discretion, either: (a) replace the non-conforming Product at no charge (if reasonably possible), or (b) refund Abcam the Transfer Price of the non-conforming Product together with Abcam's reasonable third party costs paid for shipping and handling.
- 8.4. **Quantities.** The Product to be replaced or refunded under Clause 8.3 shall be discussed by the parties in good faith upon either party's request. In the event that the Product in question is found to be non-conforming, then upon Abcam's request, Supplier shall replace all similar Products from the same batch (or, if replacements are not then reasonably available, refund Abcam for such non-conforming Products) then held in Abcam's inventory.

9. PRICING; PAYMENT; ACCOUNTS

- 9.1. **Price Changes.** Transfer Prices shall remain unchanged during the Initial Term, subject only to adjustment in accordance with **Schedule C** (tier pricing). After the Initial Term, Supplier may change Transfer Prices upon giving Abcam ninety (90) days notice, or 90 days after the associated List Price has been changed on Supplier's website; provided, however, that such increase shall not exceed the increase over the relevant period in the Consumer Price Index (all urban consumers) as issued by the U.S. Government.
- 9.2. **Invoicing.** Once Products have been dispatched by Abcam, Supplier may prepare and send an Invoice. Abcam shall not be obligated to pay for Products that are invoiced but not actually received. Supplier shall ensure that each Invoice corresponds to, and references by number, a single Purchase Order. Each Invoice shall be sent by email to purchase.ledger@abcam.com. Invoiced prices shall correspond to the Transfer Prices unless agreed by Abcam in writing following the order confirmation. If price or other disputes arise Abcam will timely pay the undisputed amounts.
- 9.3. **Payment.** Abcam shall pay all undisputed amounts due by electronic bank transfer using the information in Clause 9.5. Payment shall be made by within 30 days of the date stated on the invoice (30 days NET) late payments shall bear interest at 1.0% per month or the maximum rate allowed by law, whichever is less.
- 9.4. **Reconciliation.** Supplier shall provide Abcam with a monthly account statement, emailed to purchase.ledger@abcam.com. All unapplied payments and outstanding credit notes must be clearly indicated on the statements.

9.5. **Bank Accounts.** Supplier shall provide Abcam with the information required for payment upon the Effective Date. Abcam shall not be responsible for payment failures or delays to the extent arising out of Supplier's failure to provide Abcam at least fourteen (14) days' notice prior to the effective time of any updates to Supplier's banking information. The bank account information required for payment in different currencies and countries is as follows:

Account Name:	Expedeon SLU
Currency:	Euro €
C.C.C	01287681960100010143
IBAN:	ES12 0128 7681 96 0100010143
Swift:	BKBKESMM

9.6. **Credit Notes.** If Supplier is required to issue a credit note to Abcam the invoice number that the credit note relates to must be clearly written on the credit note. Credit notes should be emailed to purchase.ledger@abcam.com.

10. **CONFIDENTIALITY**

10.1. **Use and Disclosure of Confidential Information.** As a Receiving Party, neither Party will, during the Term and for three (3) years thereafter, disclose to any Third Party, nor use for any purpose except as contemplated by this Agreement, any of the Disclosing Party's Confidential Information, without the Disclosing Party's prior written consent.

10.2. **Standard of Care.** Each Receiving Party shall protect the Disclosing Party's Confidential Information with at least that degree of care that it uses to protect its own Confidential Information of a similar nature, but in no event less than reasonable care. Each Receiving Party shall ensure that its employees, agents, consultants and representatives, including any Affiliates and/or Third Parties who have access to the Disclosing Party's Confidential Information are bound by obligations of confidentiality, whether through their contract of employment or otherwise, substantially similar in content to the provisions hereof.

10.3. **Title.** All information, documents, papers and other tangible objects containing or representing Confidential Information which have been disclosed by one Party to the other, all materials to the extent derived from that Confidential Information, and all copies thereof, shall be and remain the property of the Disclosing Party.

10.4. **Exceptions.** The non-use and non-disclosure provisions of this Article 10 shall not apply to the extent that such Confidential Information: (a) is known to the Receiving Party free of any obligation of confidentiality before its receipt from the Disclosing Party, (b) is or becomes publicly known without any breach of this Agreement, (c) has been obtained by the Receiving Party from a Third Party in circumstances where there has been no breach of an obligation of confidentiality owed to the Disclosing Party, or (d) has been independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

10.5. **Compelled Disclosure.** A Receiving Party shall not be in breach of this Article 10 to the extent that the Disclosing Party's Confidential Information is required to be disclosed by Applicable Law or the order of any court of competent jurisdiction; provided that, to the extent reasonable, the Receiving Party has notified the Disclosing Party of the disclosure requirement so that the Disclosing Party, at its own expense, can seek an appropriate protective order or other means to protect the confidentiality of such Confidential Information. If so required to disclose the Confidential Information of the Disclosing Party, the Receiving Party shall:

- (a) disclose only such Confidential Information as it is required to disclose, and
- (b) reasonably cooperate with and assist the Disclosing Party at the Disclosing Party's expense in obtaining confidential treatment of such Confidential Information.

11. TERM AND TERMINATION

11.1. **Term; Renewal.** This Agreement shall take effect upon the Effective Date and shall, unless terminated as set forth in this Article 11, continue for an initial term ("**Initial Term**") of two (2) years and thereafter renew for consecutive one (1) year periods until terminated as set forth in this Agreement. Either Party may terminate this Agreement effective upon notice to the other Party delivered at least three (3) months prior to the next anniversary of the Effective Date

11.2. **Termination Events.** Either Party may terminate this Agreement immediately by written notice to the other Party, in the event that the other Party has: (a) failed to cure its breach of a material provision, representation or warranty of this Agreement within thirty (30) days of its receipt of notice of such breach, or (b) become the subject of an Insolvency Event.

(c) In addition, Supplier may terminate this Agreement upon thirty (30) days' notice for Abcam's failure to:

- cure a violation of Article 12 (IP); or
- infringing or misuse of any of the Expedeon IP or know how.

(d) In addition, Abcam may terminate this Agreement upon thirty (30) days' notice for:

- Supplier's infringing or misuse of any Abcam IP or know how.

(e) Either party may terminate this Agreement for its business convenience upon 90 days prior written notice.

As used herein, "**Insolvency Event**" means any of the following events: where a Party ceases to do business, becomes unable to pay its general debts when they fall due, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of it or the whole or any part of its assets or business, any composition or arrangement is made with any one or more classes of its creditors, takes or suffers any similar action in consequence of debt, an order or resolution is made or passed for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), enters into liquidation whether compulsorily or voluntarily or any analogous or comparable event takes place in any jurisdiction.

11.3. Termination Rights.

11.3.1. **Sell Off Right.** Upon termination of this Agreement for any reason other than a termination by Supplier under Clause 11.2(a) or (b), Abcam may continue to sell any stock of Products then in its possession in the ordinary course of its business.

11.3.2. **Last-time Buy.** Upon (a) Supplier providing notice of termination for convenience or intent not to renew this Agreement after the Initial Term or any subsequent renewal period in accordance with Clause 11.1, or (b) Abcam terminating this Agreement pursuant to Clause 11.2(a) or (b), Abcam may provide notice to Supplier with Abcam's termination notice, or within 10 days of receiving Supplier termination or non-renewal notice, that it is exercising its right to purchase a defined quantity of Products hereunder (a "**Last-time Buy**"). Abcam's notice to Supplier of its election to make a Last-time Buy shall constitute a binding Purchase Order, and Supplier shall use its best efforts to provide Abcam with the Last-time Buy of Products as specified in the Purchase Order. Supplier shall update Abcam periodically (but no less frequently than

semi-weekly) regarding its status and progress on the manufacture and delivery of the Last-time Buy. In no event shall Abcam's order for a Last-time Buy exceed the quantity (as measured on a Product-by-Product basis) that Abcam has purchased in the two (2) year period ending on the date of Abcam's notice of the Last-time Buy.

11.4. **Effect of Termination.** Upon termination of this Agreement for whatever reason, the Receiving Party shall deliver up to the Disclosing Party or permanently delete all generally accessible electronic copies of the Confidential Information in whatever form from its computer systems; provided, that the Receiving Party may retain copies of the Confidential Information as required by Applicable Law, and also for the sole purposes of determining its ongoing rights and obligations hereunder. This Clause 11.4 shall not be construed as requiring the destruction of system-backup media containing the Disclosing Party's Confidential Information, such as email backup tapes, so long as the Confidential Information therein remains subject to the non-use and confidential requirements of Article 10.

11.5. **Survival.** The termination of this Agreement shall not relieve either Party from any obligations which accrued prior to termination, and shall not destroy or diminish the binding force and effect of any of the terms and conditions of this Agreement that expressly or by implication come into or continue in effect on or after termination. Articles 10 through 18, 21 and 22 shall survive any termination of this Agreement.

12. **Intellectual Property.** Neither party shall acquire any rights with respect to the other party's intellectual property, except as expressly granted in this Agreement. Abcam shall not reverse engineer, disassemble, make or permit any modifications, derivatives or improvements to Products or their components.

13. **WARRANTIES AND INDEMNITIES**

13.1. **General Warranties.** Each Party hereby represents and warrants to the other that it has full power and authority under its constitution, and has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into this Agreement. Each Party further represents and warrants to the other that its entry into this Agreement does not and shall not conflict with or violate the terms of any agreement or obligation to which it is subject.

13.2. **Non-Infringement Warranty.** Supplier hereby represents and warrants that to the best of its knowledge the (a) marketing by Supplier, (b) marketing and resale of the Products by Abcam in conformance with this Agreement and Supplier's labeling, and (c) use(s) by Abcam or its customers to the extent set forth in Supplier's marketing and labeling, will not infringe, misappropriate or otherwise violate the patents, copyrights, trademarks, trade secret, moral rights, rights in data, confidential information or any other similar such rights ("**Proprietary Rights**") held by any Third Party.

13.3. **Warranty of Quality; No Liens.** Supplier hereby represents and warrants that all Products shall: (a) conform in all material respects with the Specifications, and (b) shall, upon receipt of payment by Abcam, not be subject to any rights, liens or encumbrances held by or in favor of any Third Parties.

13.4. **Indemnification.** Each party shall defend, indemnify and hold each of the other party, their Affiliates and their respective directors, officers, employees and agents, together with the successors and assigns of any of the foregoing harmless from and against any and all claims, suits, actions, demands or judgments made by a Third Party and any and all resultant liabilities, damages, settlements, penalties, fines, costs or expenses including reasonable attorneys' fees arising directly or

indirectly out of, or in connection with this Agreement and: (a) such party's gross negligence or willful misconduct, (b) such party's violation of Applicable Laws, (c) the breach by such party of any of its representations and warranties under this Article 13.

13.5. **Damages Limitation.** EXCEPT FOR INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, MULTIPLE OR OTHER SIMILAR DAMAGES (INCLUDING ANY CLAIMS FOR LOST PROFITS OR REVENUES) ARISING FROM OR RELATING TO THIS AGREEMENT. EXCEPT FOR INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, EACH PARTY'S MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE PURCHASE ORDER GIVING RISE TO SUCH LIABILITY.

13.6. **No Further Warranties.** Except as expressly set forth in this Article 13, NEITHER PARTY MAKES ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. **ETHICAL STANDARDS AND HUMAN RIGHTS**

14.1. **Representation Against Human Slavery.** Each party agrees that in relation to the Products and any related services provided under this Agreement:

14.1.1. it does not employ, engage or otherwise use any child labor in circumstances such that the tasks performed by any such child labor could reasonably be foreseen to cause either physical or emotional impairment to the development of such child;

14.1.2. it provides a safe and healthy workplace, presenting no immediate hazards to its employees and any housing provided by Supplier to its employees is safe for habitation and Supplier provides access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents at Supplier's workplace;

14.1.3. it does not discriminate against any employees on any ground (including race, religion, disability or gender);

14.1.4. it does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;

14.1.5. it pays each employee at least the minimum wage (or a fair representation of Supplier's prevailing industry wage, (whichever is the higher)) and provides each employee with all legally mandated benefits;

14.1.6. it complies with Applicable Laws on working hours and employment rights in the countries in which it operates; and

14.1.7. it is respectful of its employee's right to join and form independent trade unions and freedom of association.

14.2. **Flow-Down Obligations.** Supplier acknowledges and agrees that it is responsible for controlling its own supply chain and Supplier shall ensure compliance with ethical standards and human rights by any supplier of goods and services to Supplier when performing its obligations under this Agreement.

14.3. **Anti-Human Slavery Policies.** Each party shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies.

14.4. **Tissue.** Prior to accepting Abcam's Purchase Order for the same, where human tissue or derivatives of human tissue are to be supplied as Products (this does not include proteins derived from human cell lines), Supplier shall conform with Abcam's Ethics Policy and Applicable Laws. Supplier shall supply Abcam with a signed document acceptable to Abcam declaring the country of origin of any applicable Products, that informed consent has been obtained from any human donors in accordance with the requirements of any IRB or IEC, and stating that relevant biohazard testing of the Products has been performed.

15. ANIMAL WELFARE

15.1. **Generally.** Without prejudice to its other obligations under this Agreement, Supplier shall comply with all Applicable Laws and guidelines (if applicable to its Products) for the care, welfare and ethical treatment of animals used in its research in the country where any such research is being performed. In conducting any procedures involving the use of animals, Supplier further agrees to comply with the "3R" Principles: reducing the number of animals used, replacing animals with non-animal methods whenever possible and refining the techniques used. All work must be conducted in adherence to the core principles for animal welfare identified below. Local customs, norms, practices or laws may be additive to the core principles, but Supplier shall comply, at a minimum, with these core principles, and ensure that anyone acting on behalf of Supplier (including its subcontractors) comply, at a minimum, with these core principles:

15.1.1. access to species-appropriate food and water;

15.1.2. access to species specific housing, including species-appropriate temperature and humidity levels;

15.1.3. provision of humane care and a program of veterinary care through guidance of a veterinarian;

15.1.4. animal housing that minimizes the development of abnormal behaviors;

15.1.5. adherence to principles of replacement, refinement or reduction in the design of in vivo studies or ex vivo studies with processes to optimize animal use and to ensure effective population management;

15.1.6. review of study design and scientific justification by institutional ethical review process;

15.1.7. commitment to minimizing pain and distress during in vivo and ex vivo studies, and

15.1.8. work is performed by staff documented as trained and competent to conduct the procedures for which they are responsible and that training and competency is documented.

15.2. **Animal Facilities.** At mutually agreeable times, Supplier shall allow Abcam representatives to visit and tour its animal house (if any) and manufacturing facility and assist with visits to those of its suppliers as are relevant during normal business hours, for the purpose of conducting reasonable audits at reasonable intervals. Should Supplier's facilities and/or protocols for Product manufacture not meet the terms of this Agreement, Supplier and Abcam shall work together promptly to implement changes and improvements.

15.3. **Animal Derived Materials.** Prior to accepting Abcam's Purchase Order for the same, Supplier shall inform Abcam if any Product or Product component contains any animal derived materials. If any of the materials are from farm yard animals Supplier shall provide a USDA declaration (or equivalent, for the relevant jurisdiction) for these materials.

15.4. **Cartagena Regulations.** Prior to accepting Abcam's Purchase Order for the same, Supplier shall inform Abcam if any Product or component of a kit Product contains material derived from SF9, SF21, High Five, Insect or Baculovirus sources so Abcam can comply with Cartagena regulations in Japan.

16. ANTI-CORRUPTION

16.1. **Anti-Corruption Standards.** Each party shall, and shall procure that its officers, employees, agents and any other persons who perform services for or on behalf of it in connection with this Agreement shall:

16.1.1. not commit any act or omission which cause or could cause it or the other party to breach, or commit an offence under, any Anti-Corruption Laws;

16.1.2. keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with this Agreement and the steps it takes to comply with this Clause 16, and permit the other party, to inspect these records at mutually agreeable times and places;

16.1.3. promptly notify the other party of: (a) any request or demand for any financial or other advantage received by it, (b) any financial or other advantage it gives or intends to give whether directly or indirectly in connection with this Agreement; and (c) promptly notify the other party of any breach of this Clause.

17. NOTICES

17.1. **Notice Requirements.** Any notice, request, or other communication required under this Agreement shall be written, in the English, shall refer specifically to this Agreement and shall be delivered by hand or generally recognised overnight delivery service, costs prepaid, addressed to the Parties at their respective addresses above, to the attention of the Chief Legal Officer or such other persons notified in accordance with this Clause or any other address that any Party may designate by written notice to the other from time to time. Notices shall be deemed given upon receipt.

17.2. **Informal Communications.** For the avoidance of doubt, general 'day-to-day' non-contractual communications between the Parties may be delivered by email.

18. RELATIONSHIP OF THE PARTIES

18.1. **Independent Contractors.** Nothing in this Agreement shall constitute a partnership, joint venture, representative or agency relationship between the Parties hereto or be construed or have effect as constituting any relationship of employer and employee between the Parties. Neither Party shall have the authority to bind or pledge the credit of or oblige the other in any way without obtaining the other's prior written consent.

18.2. **Non-Exclusivity.** The Parties acknowledge and agree that this Agreement is Non-Exclusive; this Agreement does not preclude either Party from having or entering into similar arrangements and agreements with Third Parties, of whatever nature.

19. ASSIGNMENT

19.1. **Permitted Assignments.** Either Party may assign this Agreement to an Affiliate or the purchaser of all or substantially all of its business to which this Agreement relates (whether by asset sale, stock sale, merger or otherwise) upon notice to the other Party.

19.2. **Prohibited Assignments.** Other than as provided in Clause 19.1, neither Party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, to a Third Party other than to an Affiliate or a successor-in-title to substantially all of the business of that Party, without first obtaining the written consent of the other Party, such consent not to be unreasonably, withheld, conditioned or delayed.

20. THIRD PARTY RIGHTS

20.1. **No Third Party Beneficiaries.** Except for the rights given to Abcam's Affiliates, the Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it.

21. GOVERNING LAW AND JURISDICTION

21.1. **English Law.** The validity, construction and performance of this Agreement is governed by the laws of England.

21.2. **Informal Resolution.** Any dispute arising out of or in connection with this Agreement shall first be addressed by discussion between the Parties with an aim to resolve the dispute within thirty (30) days before recourse to further measures.

21.3. **Arbitration.** Any dispute arising out of or in connection with this Agreement (including non-contractual disputes or claims) shall be exclusively and finally settled by arbitration in accordance with the London Court of International Arbitration rules currently in force. The number of arbitrators shall be one. The place of arbitration shall be in London, England and the language to be used in the arbitral proceedings will be English.

21.4. **Equitable Relief.** Because of the great likelihood of irreparable harm not compensable in monetary damages if there is a breach of this Agreement involving Abcam's or Supplier's Proprietary Rights or Confidential Information. The parties shall be entitled to take action in any court in any jurisdiction to apply for and be granted emergency relief and otherwise enforce by injunction, specific performance, or other equitable relief, without prejudice any other rights and remedies that it may have hereunder.

22. GENERAL

22.1. **Remedies.** The remedies set forth in this Agreement are the sole remedies available for any defective product or other breach hereof with respect to supply of Products, including without limitation manufacturing, labeling, regulation and shipping of Products. Except for the foregoing, and as otherwise stated, the rights and remedies provided by this Agreement are cumulative and are not exclusive of any right or remedy provided by Applicable Law. No exercise by a Party of any one right or remedy shall operate so as to hinder or prevent the exercise by it of any other right or remedy, subject to the first sentence of this paragraph.

22.2. **English.** This Agreement is drafted in the English language. All other documents provided under or in connection with this Agreement shall be in the English language, or accompanied by a certified English translation. If such

document is translated into any other language, the English language version shall prevail unless the document is a constitutional, statutory or other official document.

- 22.3. **Entire Agreement.** This Agreement and the other documents entered into pursuant to it, constitutes the entire agreement (and supersedes all previous agreements, regulations, representations and discussions) between the Parties hereto in respect of the subject matter of this Agreement and, except in the case of fraud or fraudulent misrepresentation neither Party shall be entitled to rely on any agreement, understanding, representation or arrangement which is not expressly set out within the Agreement.
- 22.4. **Further Assurances.** Each Party shall from time to time upon the request of the other Party execute any additional documents and do any other acts or things which may be reasonably required to give effect to the purposes of this Agreement.
- 22.5. **Modifications.** No variation of any of the terms of this Agreement shall be effective unless made in writing and signed by duly authorised representatives of both Parties.
- 22.6. **Severability.** If the whole or any part of any clauses are invalid or unenforceable, the Parties shall attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision. Any such invalidity or unenforceability shall not affect the validity or enforceability of any other provision.
- 22.7. **Waiver.** Any failure to exercise or delay by a Party in exercising a right or remedy arising in connection with this Agreement or Applicable Law shall not constitute a waiver of such right or remedy or of any other rights or remedies. No waiver shall be effective unless in writing and signed by the relevant Party or on his behalf by a duly authorised representative. A waiver of a right or remedy on one occasion shall not constitute a waiver of the same right or remedy in the future.

IN WITNESS THEREOF, the Parties have caused this Agreement and its Schedules to be executed in duplicate through their duly authorised signatories as of the day and year first above written.

Expedeon Ltd.

Signature:

Name:

Title:

Abcam plc

Signature:

Name:

Title:

SCHEDULE A

PRODUCT INFORMATION

Supplier will provide the following information for each Product and if the Specification of any of the Products changes then Supplier will inform Abcam of the details of the change, including which lot numbers correspond to which Specification, by sending an email to Products@abcam.com

1. A detailed datasheet as an electronic Microsoft Word or PDF/Acrobat documents with the Product Information listed below:

- 1.1. Product Name
- 1.2. Storage instructions. If glycerol needs to be added before freezing, please state the concentration.
- 1.3. The standard length of storage applicable before stock expiry, if appropriate.
- 1.4. Size / volume and concentration of the Product.
- 1.5. Form (i.e., liquid or lyophilized – including the buffer the protein was lyophilized from) All buffer components and concentrations must be provided.
- 1.6. Reconstitution instructions (if applicable), to include liquid needed and volume of liquid to use for reconstitution.
- 1.7. Product specification

2. Product information – Kit specific

- 2.1. A user manual (protocol) giving detailed instructions on how to use the kit including where appropriate:
- 2.2. Component constituent information to be able to generate a GSH compliant SDS.
- 2.3. Detailed SDS information complying with GHS regulation shall be provide for each Product.
- 2.4. The CAS number for a chemical should be provided where known.
- 2.5. If the component is listed by Supplier as proprietary but is classified as hazardous, the chemical constituent must be declared to Abcam.
- 2.6. If the component constituent is non-hazardous, a non-hazardous declaration shall be signed by Supplier and provided to Abcam.

SCHEDULE B

DELIVERY TERMS

EXW Only shipping charges from Abcam's nominated carrier shall be paid by Abcam. Handling charges will apply per the Agreement. If Supplier uses its own nominated carrier, Products will be supplied DAP (+ place of destination). EXW and DAP (Delivered at Place) have the meanings defined in Incoterms 2010.

SHIPPING SPECIFICATIONS

All shipments will include Abcam's Purchase Order reference number on the outside of the package. To comply with UK and US Customs policy, Supplier will include the following on all shipping documentation to expedite customs clearance:

- Description of the goods and species: Supplier will label the outer packing to say: *"Antibodies/Reagents for in vitro research use only"*
- HS code (for shipments to the UK office ONLY):
- 3002101000: for polyclonal antibodies
- 2002109800 for monoclonal antibodies, isotype controls and kits with antibody components
- 3822000000: for rest of Products, including proteins and peptides, tissue slides, cell lysates and kits without antibody components.
- US Schedule B number (for shipments to the US office ONLY):
- 3002100190: for polyclonal and monoclonal antibodies
- 822001090 for kits with antibody components
- 3822000002: for rest of Products, including proteins and peptides, tissue slides, cell lysates and kits.

For Products requiring dry ice shipping (Products should only be shipped on dry ice where previously agreed between Supplier and Abcam):

- Supplier will ship the Products to Abcam with enough dry ice to reach Abcam with a reasonable quantity of frozen dry ice still remaining; and
- Supplier will not mix in the same shipment vials that do and do not require dry ice shipping unless agreed by Abcam.
- Supplier will label Product vials with the following information:
 - Product Name. The Product Name will be provided by Abcam on Abcam's Purchase Order.
 - Abcam Catalogue Number. Abcam Catalogue Number (e.g., "ab12345") will be provided by Abcam on Abcam's Purchase Order.
 - Serial Number. The Serial Number consists of Supplier's Lot Number stripped of non-alphanumeric characters, followed by a hyphen, followed by the Unique Identifier. The Unique Identifier (UI) is unique for each vial of Product. The UI numbers should be sequential from the first order received by Supplier and should be a numerical value. For each vial of Product sent by Supplier the UI must increase by one. No two vials should have the same UI.
 - The volume/size and concentration of the Product.
 - An Abcam logo.

Supplier's name should not appear anywhere on the label, including in the Serial Number.

An example label showing the required information in the correct format:

For each vial shipped, Supplier will put the following information against each Product on the Packing List it sends in the same shipment as the Products.

- Serial Number.
- Volume/size and concentration of the Product.
- Expiry Date.
- An ideal Packing List:
- The Products listed in the Packing List will be ordered so that those with the same Supplier Lot Number are grouped together.
- To facilitate the additional Operational requirements necessary for shipping Products in dry ice, Abcam can provide Supplier with an Excel Spreadsheet to generate the UI number and an automated Packing List.

SCHEDULE C

PRODUCTS, TRANSFER PRICES AND REBATE

The initial discount shall be 35% from Supplier's EURO list price for all Products provided in this Schedule C.

Product and Initial Transfer Price Schedule:

SKU	Product	List	Transfer
	TruePrime DNA Amplification Kits	EUR	EUR
330025	TruePrime Liquid Biopsy Necrotic Cell-Free ctDNA Amplification Kit	€ 481.00	€ 312.65
340005	TruePrime apoptotic cell-free DNA amplification kit - 5 reactions	€ 520.00	€ 338.00
340020	TruePrime apoptotic cell-free DNA amplification kit - 20 reactions	€ 1,820.00	€ 1,183.00
351025	TruePrime Single Cell WGA Kit v2.0 (25 Reactions)	€ 463.00	€ 300.95
351100	TruePrime Single Cell WGA Kit v2.0 (100 Reactions)	€ 1,621.00	€ 1,053.65
370025	TruePrime WGA kit (25 Reactions)	€ 221.00	€ 143.65
380100	TruePrime WGA kit (100 Reactions)	€ 579.00	€ 376.35
390100	TruePrime RCA kit	€ 331.00	€ 215.15
	SunScript RT-PCR Kits		
421010	SunScript Reverse Transcriptase (10 Reactions)	€ 116.00	€ 75.40
422050	SunScript Reverse Transcriptase (50 Reactions)	€ 315.00	€ 204.75
423200	SunScript Reverse Transcriptase (200 Reactions)	€ 1,166.00	€ 757.90
430025	SunScript One Step RT-PCR Kit (25 Reactions)	€ 228.00	€ 148.20
430100	SunScript One Step RT-PCR Kit (100 Reactions)	€ 703.00	€ 456.95
450100	SunScript One Step RT quantitative PCR Kit (100 Reactions) (RT-qPCR)	€ 346.00	€ 224.90