

# General Terms and Conditions Regivet B.V.

*Version July 2025*

## 1 Scope

1.1 These terms and conditions are hereinafter referred to as the “Regivet Terms”. The Regivet Terms shall apply to any agreement, quotation, contract and/or order for activities, services and/or goods (“the Services”) issued by Regivet and accepted by the Client (also individually referred to as “Party” or collectively the “Parties”) unless expressly excepted by agreement of both Parties.

1.2 Any equivalent provision contained in whatsoever valid agreement executed between Regivet and Client, such as but not limited to non-disclosure agreements, technical agreements, analysis requests, work orders or quotations, shall prevail in front of the Regivet Terms.

1.3 The Regivet Terms shall apply to the exclusion of all other terms and conditions including any terms which a Client may purport to apply under any confirmation of instruction or similar document.

1.4 The Regivet Terms shall continue to apply to all Services provided by Regivet to the Client under any agreement hereafter until expressly excluded in writing.

## 2 Services

2.1 Regivet agrees to carry out the Services in accordance with i) the Regivet Terms and any other agreement signed between the Parties, ii) any protocol approved by the Parties, iii) the applicable laws and regulations, iv) in compliance with GMP and GCP requirements when agreed between the Parties and v) accepted professional standard and practices.

2.2 These Services only contain an obligation of means for Regivet, not obligations of results or success.

2.3 The Client shall provide to Regivet any relevant and sufficient information, samples and any other specific material necessary to enable Regivet to duly perform the Services.

## 3 Prices and Payments

3.1 All prices are in EURO and exclusive of VAT.

3.2 The price is calculated according to the usual hourly rates of Regivet, valid for the period in which Regivet carries out the Services.

3.3 Regivet may yearly increase the hourly rates. Regivet will communicate price adjustments to the Client prior to the moment the price increase becomes effective.

3.4 The price of the Services is determined on the basis of actual time spent and costs incurred.

3.5 Client agrees to pay the fees, charges and expenses fourteen (14) days from date of issuance of the relevant invoice, unless Parties have made other agreements about this.

3.6 All invoices due from the Client which are not paid on the due date (without prejudice to any other remedy available to Regivet as per the Regivet Terms and/or applicable law) will bear interest from day to day with a rate of the higher of the interest rate then applicable according to Dutch Law and the 8% per annum. Furthermore, Regivet retains the right to suspend and/or defer any of its obligations in the event of an outstanding invoice.

3.7 Regivet has the right to charge an administration charge of maximum 5% for expenses incurred by Regivet and recoverable from the Client.

3.8 Regivet reserves the right to make a delivery or delivery of Services conditional upon immediate payment or to require adequate security for the total amount of the Services.

3.9 A price increase of 25% may be applied to urgent requests.

## 4 Confidentiality

4.1 For the duration of the Services and up to five (5) years after its finalization, the Parties agree that any and all information exchanged shall be treated as confidential and shall not be disclosed to any third party, except for: i) information previously known by the other Party, ii) information within the public domain, iii) information required to be disclosed by law, iv) information necessary to be disclosed to the Authorities for regulatory purposes. The disclosing to third parties of the name and/or logo of the other Party with the sole purpose of mentioning it as a business commercial reference is accepted and does not fall under the confidentiality obligations provided in this clause.

4.2 Client agrees that Regivet may use publicly available footage, including but not limited to photographs, videos, and other visual media depicting Client's commercial products, for general marketing and promotional purposes. Such use shall not require further consent or compensation, provided that the media is lawfully obtained and used in a manner consistent with applicable laws and regulations.

## 5 Delegation

5.1 Regivet shall have the sole discretion as to which of its employees are assigned to perform the activities pertaining to the Services.

5.2 Regivet shall be entitled to subcontract any part of the activities pertaining to the Services to another consultant or advisor (the "Subcontractor"). Regivet shall remain fully responsible for the performance of any services performed by such a Subcontractor.

5.3 Client shall not be allowed to assign on whole or in part any right and/or obligation derived from the Services and/or the Regivet Terms.

## 6 Intellectual Property

Either Party hereto undertakes not to cause or permit anything which may damage or endanger the intellectual property of the other party and/or the other Party's title to it or assist or allow others to do so.

## 7 Liability and Insurance

7.1 Without prejudice of terms and conditions under paragraphs 7.2, 7.3, 7.4 and 7.5 hereinafter, Regivet is only liable for any damage the Client may suffer if and insofar as this damage is caused by Regivet's gross negligence and/or wilful misconduct.

7.2 Regivet is only liable for direct damages that results from or is related to the execution of an agreement.

7.3 Regivet is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.

7.4 If Regivet is liable, the total liability is limited to the (part of the) invoice to which the liability relates.

7.5 Every right of the Client to compensation from Regivet shall, in any case expire within 12 months after the event from which liability arises directly or indirectly. This does not exclude the provisions in article 6:89 of the Dutch Civil Code.

## 8 Duration of the agreement and termination

8.1 The agreement between Regivet and Client is entered into for an indefinite period of time, unless it results otherwise from the nature of the agreement or the Parties have expressly agreed upon otherwise in writing.

8.2 If the Parties have agreed upon a term for the completion of certain activities, this is never a strict deadline, unless the Parties have expressly agreed upon otherwise in writing. If this term is exceeded, Client must first provide Regivet with a reasonable written notice period to cease its activities before Client may terminate the agreement.

8.3 Client may terminate an agreement entered into for an indefinite duration at any time, provided that a notice period of at least four (4) weeks is given to allow Regivet to complete any ongoing work and activities. In such case, the Client shall remain liable for payment of all outstanding invoices, as well as any costs incurred for work performed by Regivet up to the effective date of termination.

8.4 Regivet is entitled to terminate the agreement if any of the following occurs:

i) the Client becomes subject to enforcement measures such as seizure of assets; enters into a settlement or arrangement with creditors; files or has filed against it a petition for liquidation, bankruptcy, or administration; or has a receiver appointed over any part of its assets;

ii) Client fails to fulfil their obligations under the agreement, either fully or on time, or if there are reasonable grounds for Regivet to believe that Client will not be able to properly meet those obligations;

iii) Client fails to make punctual payment of all sums due to Regivet followed by failure to make full payment following a written notice urging payment within an extra 30 days.

8.5 Client is entitled to terminate the agreement if Regivet fails to remedy any breach of its obligations within a reasonable time following written notice from the Client which: refers to this clause; specifies the breach with full particulars; indicates how the breach is to be remedied and specifies the Client's opinion of a reasonable time for remedy.

## 9 Recruitment of Regivet's Staff

9.1 The Client undertakes that it (including for this purpose any subsidiary or associated company) or any person connected with it will not directly or indirectly recruit as an employee or engage as an independent contractor any person employed or so engaged by Regivet in connection with the Services for a period of twelve months after such person last provided services to the Client.

9.2 In the event that the Client is in breach of the undertaking in sub-clause 9.1, the Client and Regivet agree and the Client will pay liquidated damages of a sum equal to 33% of the annual remuneration or payment and any other benefits payable to the relevant individual by Regivet at the rate payable during the week immediately prior to such individual ceasing to provide services to Regivet.

## 10 Force Majeure

10.1 In the addition of the provisions of article 6:75 Dutch Civil Code, a shortcoming of Regivet in the fulfilment of any obligation to the Client cannot be attributed to Regivet in any situation independent of the will of Regivet, when the fulfilment of its obligations towards the Client is prevented in whole or in part or when the fulfilment of its obligations cannot reasonably be required.

10.2 The force majeure situation referred to in paragraph 10.1 is also applicable – but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, pandemic etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.

10.3 If a situation of force majeure arises as a result of which Regivet cannot fulfil one or more obligations towards the Client, these obligations will be suspended until Regivet can comply with it.

10.4 From the moment a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part, without liability towards the other party

## 11 Miscellaneous

### 11.1. Notices

Any notice shall be in writing and effectively given if delivered personally, sent by registered letter or electronic mail. The designated address for Regivet B.V. to the attention of General Management is as follows: Broekstraat 4C, 5688 JW Oirschot, The Netherlands. E-mail: info@regivet.com.

### 11.2 Joint and several

All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the plural and the successor in title to the parties.

### 11.3 Applicable law and jurisdiction

This agreement shall be governed by Dutch law in every particular including formation and interpretation and shall be deemed to have been made in the Netherlands. Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in the city of Hertogenbosch, the Netherlands.

### 11.4 Severability

If any term or provision of the Regivet Terms shall be held invalid or unenforceable, the remaining terms shall not be affected but shall remain valid and enforceable to the fullest extent permitted by law. Any provision that is invalid or unenforceable shall, in that case, be replaced by a provision that comes closest to what Regivet had in mind when drafting the conditions on that issue.