

General Terms and Conditions of proderm GmbH

I. Scope

1. These General Terms and Conditions (hereinafter referred to as General T&Cs) apply exclusively to all business relations between proderm GmbH (hereinafter referred to as proderm or Contractor) and its clients (hereinafter referred to as the Client).
2. These General T&Cs apply only to Clients as businesses within the meaning of Section 14 of the German Civil Code (*BGB*) i.e. natural persons or legal entities that purchase the services for commercial or professional use and to entities subject to public law and special funds under public law (assets without legal capacity of a corporate entity).
3. These General T&Cs apply exclusively to business relations with the Client, also to information and advice prior to entering into a contract. Where the General T&Cs are implemented in business with the Client, they shall also apply to all further business relations between proderm and the Client unless otherwise agreed in writing or text form. Differing general terms and conditions or terms and conditions of purchase of the Client shall only apply if and in so far as proderm has expressly acknowledged them in writing or text form. Silence regarding such differing terms and conditions shall not be deemed in particular to be acknowledgement or consent. The General T&Cs apply in place of any general terms and conditions of the Client, even if, according to such terms and conditions, acceptance of an order is deemed to be the unconditional acknowledgement of the Client's terms and conditions or proderm delivers or performs, after the Client has indicated the validity of the Client's terms and conditions, unless proderm has expressly waived the validity of these General T&Cs. Exclusion of the Client's terms and conditions shall also apply if these General T&Cs do not contain a separate provision on individual regulatory points.
4. If framework contracts or other contracts have been concluded with the Client, these shall take precedence. They shall be supplemented by these General T&Cs unless more specific provisions are agreed therein.

II. Quotations, content of the contract (object of the contract)

1. Quotations of proderm are subject to change unless they were expressly designated as binding and provided with a time limit for the validity of the quotation. In such case, the binding nature of the quotation shall end after expiry of the time limit. proderm quotations are requests for purchase orders by the Client. The date until which the Client can accept the quotation/can order shall be fixed by proderm in writing or text form in the respective quotation. Acceptances received from the Client after this fixed date are in turn only an offer and shall, therefore, require express acceptance by proderm.
2. A contract is created - also in day-to-day business - only when we confirm the Client's purchase order in writing or text form by order confirmation, proderm provides its services or forwards an invoice to the Client. Objections to the content of an order confirmation must be asserted by the Client in writing or text form within 5 working days of receipt.
3. The services of proderm follow from the order confirmation. Any agreements, including supplements, amendments and collateral agreements, shall only be valid when given in writing or text form. The precedence of the individual agreement (Section 305b *BGB*) remains unaffected.
4. proderm shall provide its services with the diligence customary in the industry and respectively according to the products to be tested, taking into account the following national regulations: *Arzneimittelgesetz (AMG)* [German Law on Medicinal Products], *Gesetz über Medizinprodukte (MPG)* [German Law on Medical Devices], GCP Regulation and Regulation on cosmetic products (Regulation (EC) No 1223/2009) and other statutory and non-statutory regulations and standards stated in its quotations, study protocols and order confirmations with the Client.

5. Unless otherwise stated in proderm's order confirmation, the object of an order placed with proderm is the provision of the agreed services (as a rule execution of the study incl. final report). The order does not extend in particular to the achievement of a specific result of the study or a specific outcome of the study.

6. If, due to circumstances that could not have been foreseen when the order was placed, additional services become necessary for successful execution of the order, which were not included in the scope of services, proderm shall notify the Client of this immediately and submit a supplementary quotation for the resulting additional costs.

7. Additional services requested by the Client, which are not included in the scope of services, such as translations of reports, rewriting of reports in another form or the preparation of presentations by proderm, shall be provided according to the remuneration to be agreed separately with the Client.

8. In the case of a commercial transaction for both parties, the obligations to inspect and give notice of defects of Section 377 *HGB* [German Commercial Code] shall apply to the Client.

III. Prices, ancillary costs and payment terms

1. The amount of remuneration for each order follows from proderm's respectively valid list of services which is specified in the respective quotation. Price indications in a quotation for projects not covered by the list of services are based on a cost estimate and are not, therefore, binding.

2. proderm has the right, at its reasonably exercised discretion (Section 315 *BGB*), to increase the remuneration for its services unilaterally where procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to legal requirements, environmental charges, currency regulations, changes in customs duties and/or other public charges increase if these have a direct or indirect impact on the costs of proderm's contractually agreed services and increase by more than 5 % and if more than 4 months elapse between conclusion of the contract and performance. An increase as defined above shall be excluded if the increase in costs for individual or all of the above-mentioned factors is set off by a reduction in costs for other of the mentioned factors in relation to the overall cost burden for the service (balancing of costs).

If the new remuneration based on proderm's right to adjust prices as stated above is 20 % or higher than the original remuneration, the Client shall have the right to rescind contracts not yet fulfilled in full with regard to the part of the contract not yet fulfilled. The Client can, however, assert this right only immediately after notification of the increased remuneration.

3. Costs for packaging and transport e.g. for returning test samples or sample materials shall be invoiced separately. These shall be proved to the Client upon request. Excluded from this are express fixed price agreements.

4. All prices are strictly net and subject to value added tax at the respectively valid statutory rate for Clients with registered office in the Federal Republic of Germany. For Clients with registered office in the EU, calculation of value added tax shall not apply if the EU Tax ID is notified to proderm in writing or text form in due time prior to issuing the invoice.

5. Invoices shall be due and payable for Clients with registered office in the Federal Republic of Germany within a period of 14 calendar days of receipt unless a due date was agreed. For Clients with registered office abroad i.e. outside the Federal Republic of Germany, invoices shall be due and payable within a period of 30 calendar days of receipt of the invoice unless a due date was agreed. Any deficiencies in the form or content of invoicing must be notified within 7 calendar days in writing or text form. proderm shall have the right to issue and transmit invoices in electronic format as well.

6. In the event of default in payment, statutory provisions shall apply i.e. proderm shall have the right in particular to apply default interest of 9 percentage points above the base interest rate.

7. The Client shall acquire ownership of and rights of use as agreed to the result of the service/study only upon full payment of the agreed remuneration.

IV. Completion, delivery date

1. Dates and periods for deliveries and services shall be binding only when confirmed by proderm in writing or text form.

2. Events of force majeure (e.g. strikes, lock-outs, official intervention, energy shortages and shortages of raw materials, transport bottlenecks or obstructions through no fault of our own, company obstructions through no fault of our own - e.g. due to fire, water, damage to machinery, pandemics or epidemics - etc.), general supply difficulties, disruptions to transport operators, disruptions to operations and other disruptions, for which proderm is not responsible, at proderm or at its suppliers or its cooperation partners (despite proper and adequate contractual agreement with the supplier or cooperation partner) shall release proderm from the obligation to perform for the duration of the disruption and to the extent of its effects. Such events shall entitle proderm further, to the exclusion of any duty to compensate, to withdraw from contractual services not yet fulfilled. In the event of force majeure or other impediment to performance according to this clause, proderm shall inform the Client immediately of such fact and the duration of the anticipated delay.

3. Completion or service dates shall be extended in the event of force majeure by the duration of the obstruction plus the newly required preparation time as a result.

4. If the obstruction pursuant to paragraph 2 persists for longer than a total of 90 days, the Client can, after a reasonable grace period set by the Client has expired without effect, rescind the contract by declaration to proderm.

V. Delivery, retention and shipment of samples / Retention and dispatch of documents / Risk assumption and passing of risk

1. The Client shall bear the costs and risk of the delivery of samples unless collection at the risk of proderm is agreed. Where test material is shipped by the Client, it must be properly packed and labelled resp. clearly marked, taking into account any instructions given by proderm.

The Client shall be liable for all damages which are attributable to the hazardous nature of the sample material. The Client shall be obliged to notify proderm of all hazard warnings and handling instructions known to the Client in advance in writing or text form. Unless otherwise agreed in the order, samples shall be stored as long as their condition permits an evaluation when retained in accordance with the state of the art.

2. A delay in delivery of sample material can result in a postponement of the study and the cancellation and postponement flat rates stated in Art. XVI being incurred.

3. proderm shall bear the risk for consignments as of delivery in the designated location at the business premises of proderm. proderm shall give notice in writing or text form of the office responsible for acceptance in due time prior to delivery. If the consignment proves unsuitable to execute the order for reasons for which proderm is not responsible, such as climatic effects or other damage during transport, improper shipment by the Client, incorrect sample designation, insufficient quantities or failure to comply with relevant safety precautions, proderm shall be released from execution of the order but shall have the right to invoice services already provided according to actual cost - also returns and disposals etc. - if the inappropriate nature of the consignment was not recognisable when the service was provided.

4. proderm undertakes to retain study documents for at least 3 years after completion of the study. After expiry of the retention period, proderm shall ask the Client either to agree to destruction of the documents or to retain the documents for longer subject to a

charge or to send them to the Client. In the absence of instruction or if proderm cannot ask the Client because of missing contact data and also cannot determine such data with justifiable expenditure, the documents shall be destroyed one year after expiry of the retention period.

5. Upon proper handover of the consignment to be sent to the Client (e.g. test samples etc.) to a carrier - pursuant to FCA Incoterms 2020 - the risk shall pass to the Client. From that moment, proderm shall not be liable for the risk of delay, loss or deterioration.

6. If return resp. archiving is carried out at the Client's request, the Client shall bear the costs and risk unless otherwise expressly agreed by contract.

VI. Client's obligation to provide information and to cooperate

1. The Client is obliged to inform proderm fully in writing or text form about ingredients of the samples provided, any resulting risks, especially to health and the environment, and to indicate particularities in the handling of substances and samples. If the test samples are to be examined in a study in humans, it shall be incumbent upon the Client to prove in due time prior to the start of the study that the materials or samples provided do not present any hazard potential for the study participants or patients participating in the study.

Such proof shall be provided in the form of a toxicological certificate of non-objection to be submitted in writing or text form or, where applicable, by a pharmaco-toxicological expert opinion.

2. The Client shall provide proderm with the test samples ready for use, including packaging and labelling as well as any further materials necessary for execution of the order and promised by agreement in writing or text form in due time and in sufficient quantity.

3. The Client shall notify proderm of all processes and circumstances, which can be relevant for execution of the order, including in particular known risks for study participants or patients included in studies which become recognisable after placement of the order. The Client guarantees a method of shipment which is appropriate to the product and compliance with relevant shipping regulations, where applicable, existing import restrictions.

4. If special hazards are to be considered for materials and test objects (e.g. explosive, carcinogenic, special storage conditions), the Client shall draw attention to such risks through appropriate corresponding references in the accompanying letter and shall bear any additional costs incurred for special storage. Otherwise the Client shall be liable for resulting damages according to statutory provisions.

5. Changes to the Client's contact data (contact partner, address) must be notified to proderm in writing or text form.

VII. Warranty

1. The services of proderm comply with generally accepted technical rules and standards at the time of commissioning, statutory provisions, diligence customary in the industry as well as the specifications pursuant to the order confirmation.

2. The Client must notify defects in writing or text form immediately after their detection and identify them precisely. proderm shall be entitled to choose rectification or new production.

3. In the case of defects, the Client shall be entitled at its option, in addition to the right to supplementary performance, also to a right to the granting of a reduction. The right to reduction or rescission shall come into consideration only where the Client proves that inadequately executed services were suitable for its purposes only to a reduced extent and supplementary performance or rectification has been refused by proderm or has failed. Rectification has failed if at least two attempts at rectification have failed or proderm refuses rectification for reasons of disproportionality.

4. Claims for defects shall become statute-barred within one year of the services covered by the contract being provided and

transmission of the study to the Client. This shall not apply in the cases pursuant to Art. IX. 2. of these General T&Cs.

VIII. Exceptions to the obligation to provide services

In certain cases, proderm can be prevented for legal or actual reasons from legally binding parties involved in the execution of the research order. In particular, study participants and patients have the right at any time to withdraw their consent to the study. Similarly, clinical trial bodies as a rule refuse contractual commitments in the case of university research projects or research projects outside clinics. If test orders are inadequately executed or executed with a delay for the above-mentioned or similar reasons or cannot be completed at all, the Client shall have no claims whatsoever unless there is an intentional breach of duty on the part of proderm. If execution of the order is impossible for one of the above-mentioned reasons, proderm shall be entitled as remuneration only to the part of the order amount which corresponds in terms of volume to the services hitherto provided.

IX. Liability

1. proderm shall not be liable to the Client, in particular not for claims for damages or reimbursement of expenses, for tortious acts and/or for breach of duty arising from the obligation, for whatever legal reason.

2. The above exclusion of liability shall not apply

- a. in the case of intentional or grossly negligent breach of duty and in the case of intentional or grossly negligent breach of duty by legal representatives or vicarious agents of proderm;
- b. in the case of violation of material contractual obligations; material contractual obligations are obligations, the fulfilment of which defines the contract and where the Client may rely on compliance with such obligations;
- c. in the event of injury to life, limb and health, also by legal representatives or vicarious agents of proderm;
- d. where proderm has assumed a guarantee for the existence of an outcome of performance or a procurement risk;
- e. in the case of liability under the *Produkthaftungsgesetz* [German Product Liability Act] or other mandatory statutory liability.

3. If proderm or its vicarious agents are responsible only for ordinary negligence and none of the cases stated in paragraphs a., c., d. and e. of Art. IX. 2. exists, proderm's liability shall be limited to a maximum amount of EUR 1,000,000.00 and, also in the case of violation of material obligations, to typical and foreseeable damage when the contract was concluded.

4. Any further liability of proderm shall be excluded.

5. Exclusion resp. limitation of liability pursuant to para. 1. to 4. above and para. 6. shall apply to the same extent for the benefit of executive and non-executive employees and other vicarious agents as well as sub-contractors of proderm.

6. If the Client is entitled to claims for damages according to this Art. IX., these shall become statute-barred upon expiry of the limitation period applicable to warranty claims for defects pursuant to Art. VII. 4. of these General T&Cs. Art. IX. 2. of these General T&Cs shall apply *mutatis mutandis*.

7. The above provisions do not constitute a reversal of the burden of proof.

X. Data protection

1. All Client data necessary for order processing shall be processed and stored by proderm according to the General Data Protection Regulation (GDPR). All personal data shall be treated in a confidential manner. The Client shall have a right to access and a right to rectification, blocking and erasure of the data stored.

2. proderm refers in addition to its privacy policy which is indicated on the homepage at <https://www.proderm.de/en/data-protection/>.

XI. Industrial property rights

1. proderm shall retain all rights to the services provided, to which proderm is entitled according to the relevant laws, especially copyrights. The Client may use the report/study produced within the scope of the order, including all tables, calculations and other details, only for the purpose for which it is intended according to the contract. Where provided according to the contract, the Client shall have a simple, non-exclusive and non-transferable right of use. The Client shall have the rights to the result of the research carried out in its order for the application underlying the order. This shall not include already existing own inventions and know-how used as the basis by proderm to provide the service.

2. The publication and reproduction of reports, certificates, expert opinions and protected service trade marks of proderm, especially for advertising purposes, as well as their use in extracts in other cases shall require the prior consent of proderm in writing or text form.

3. Advertising with the proderm trade mark or the name of its managing director or its employees shall likewise be admissible only with proderm's consent in writing or text form.

4. If proderm relies on expert opinions, certificates etc. of third parties to provide the service as ordered, authorisation for use from the author must be available in writing or text form. Primarily the Client, where applicable also proderm, shall seek the relevant authorisation from the author in advance.

5. proderm shall have the right to continue using ideas, concepts and experience at its discretion and to make them accessible to third parties, without this establishing licence and compensation claims of the Client or violating the agreed confidentiality.

XII. Inventions

1. The Client and proderm shall, if necessary, conclude a separate agreement concerning the transfer of rights to inventions arising in the execution of the research, which shall stipulate *inter alia* above all the nature and scope of the rights and amount of the remuneration. In case of dispute concerning the scope of the rights and amount of the remuneration, the Client and proderm shall agree on a neutral arbitrator and recognise his arbitration award as conclusive and final.

2. Without prior agreement in writing or text form, the use of know-how or a property right, which proderm had at its disposal when the order was placed, by the Client in the manufacture and distribution of its products shall not be admissible after receipt of the project result.

XIII. Confidentiality

1. proderm and the Client undertake to use and keep confidential all information, documents and test samples provided or obtained within the scope of the order exclusively for the execution of the order. They may be made known or made accessible to third parties only with the prior consent of the respective other party in writing or text form. This shall also apply to such documents and objects which are not expressly identified as "confidential" or "secret".

2. The obligation of confidentiality shall only not exist

- a. if the information was already known to the respective party and this is proved immediately by means of written records;
- b. if the respective party agrees in writing or text form that the information is disclosed to a third party;
- c. if the information was already generally known at the time of disclosure; or
- d. as soon as the information becomes known to the general public through no fault of proderm or the Client.

3. proderm and the Client shall impose this obligation of confidentiality - if legally possible and admissible - also on its employees, freelancers and, if applicable, sub-contractors.

4. If the Client and proderm use electronic communication by email, both are aware that this type of communication entails risks which cannot guarantee confidentiality.

XIV. Audit / Exclusivity

1. During the contract period, the Client can inspect all documents at any time by appointment and verify the proper execution of order processing (monitoring/audit). The right to publish the results and to decide on the nature and scope of publication shall rest with the Client. In the event that proderm or names of proderm employees are to be mentioned in the publication, this shall require the prior consent of proderm in writing or text form.

2. Publication by proderm or its employees shall be carried out only with the Client's consent in writing or text form.

3. The Client shall have the right after prior agreement with proderm to publish the results in scientific journals (peer reviewed journals), naming proderm as the institute involved in their production. At the end of the contract period, proderm shall, at the Client's request, either return all documents relevant to the study or destroy them.

4. The Client undertakes to refrain from active recruitment of proderm personnel during the execution of the order and for a subsequent period of two years as of completion of the order. If the Client culpably violates this obligation, the Client undertakes to pay a penalty amounting to one net annual salary of the recruited employee. proderm reserves the right to further claims for damages. The Client can prove that proderm has incurred no damage or substantially lower damage.

XV. External companies and sub-contractors

In individual cases, proderm refers services to external and partner institutes. proderm shall not accept responsibility for execution of the order and the results in the case of such referrals. This shall only apply if these are external companies; statutory provisions shall apply to performing agents and vicarious agents. The external service shall be identified as such in the test report or expert opinion.

Where services are included in the Client's order in whole or in part, which are not included in the scope of services of proderm, the Client shall agree with execution in an external institute. proderm shall accept responsibility for the proper shipment, order placement and identification of the test samples. Where an order is passed on, whether in whole or in part, proderm shall be deemed as authorised to do so by the Client.

XVI. Cancellation and postponement of studies

The Client is aware that proderm must *inter alia* hold personnel available for the studies booked in some cases with very long lead times, carry out preparatory work, book capacity in terms of space and involve study participants. For this reason, the parties agree the following reimbursement of costs for cosmetics and consumer goods (para.1) and medicinal products/medical devices (para. 2) if studies are cancelled or postponed by the Client:

1. Cancellation or postponement in the case of studies with cosmetics, consumer goods:

In the case of a cancellation or postponement of firmly scheduled studies, for which the Client is responsible, proderm shall have the right, depending on the progress of the project (= period prior to start of study), to obtain the following reimbursement of costs (for costs already incurred and costs for lost time) as percentage of the total net order amount:

Reimbursement of costs for cancellation of studies:

- 80 % after study starts in the case of a study already started or if less than 8 calendar days prior to planned start of study
- 65 % if less than 4 weeks prior to planned start of study
- 30 % if less than 8 weeks prior to planned start of study

Reimbursement of costs for postponement of start of studies:

- 60 % if less than 4 weeks prior to planned start of study

- 30 % if less than 8 weeks prior to planned start of study

The right is reserved for proderm to assert further legal claims, especially claims for damages, but subject to the foregoing reimbursement of costs being set off in full. The Client's right to provide proof that damage was not incurred or was significantly lower remains unaffected by this.

2. Cancellation or postponement in the case of studies with medicinal products, medical devices:

In the case of a cancellation or postponement of firmly scheduled studies, for which the Client is responsible, proderm shall have the right, depending on the progress of the project (= period prior to start of study), to obtain the following reimbursement of costs (for costs already incurred and costs for lost time) as percentage of the total net order amount:

Reimbursement of costs for cancellation of studies:

- 80 % in the case of a study already started or if less than 4 weeks prior to planned start of study
- 60 % if less than 8 weeks prior to planned start of study
- 30 % if less than 12 weeks prior to planned start of study

Reimbursement of costs for postponement of start of studies:

- 50 % if less than 4 weeks prior to planned start of study
- 35 % if less than 8 weeks prior to planned start of study

The right is reserved for proderm to assert further legal claims, especially claims for damages, but subject to the foregoing reimbursement of costs being set off in full. The Client's right to provide proof that damage was not incurred or was significantly lower remains unaffected by this.

XVII. Rescission

1. The contract parties can rescind the contract if the financial situation of a party deteriorates in a substantial manner and to such an extent that the other party is entitled to assume that this party is no longer in a position to fulfil its obligations under this contract resp. to do so in due time e.g. if a party's credit rating with recognised rating agencies such as Creditreform, Moody's, Fitch etc. significantly deteriorates. Such a significant deterioration shall exist in particular if the credit rating index (rating) of a party with Creditreform falls below 499 resp. if its classification by international agencies (Moody's, Fitch etc.) is lowered to CCC (or the corresponding equivalent) resp. lower. Furthermore, proderm can rescind the contract if the Client defaults in the payment of proderm's invoice addressed to the Client despite a reasonable grace period of at least four weeks.

2. proderm shall be entitled, where a right of rescission is exercised due to default in payment, to invoice default interest pursuant to Art. III. 6. proderm additionally reserves the right to claim liquidated damages of 20 percentage points of the contract amount. Where liquidated damages are claimed, the contract partner shall have the right to prove that in actual fact lower damages were incurred by proderm.

XVIII. Corporate social responsibility

proderm is committed to the 10 Principles of the UN Global Compact and, therefore, to compliance with ethical, social and environmental principles. proderm likewise requires the acceptance of its cooperation partners, whether Clients, sub-contractors or suppliers, and their business partners to comply with these principles. Cooperation partners shall essentially:

- a. respect internationally proclaimed human rights;
- b. make sure that they are not complicit in human rights abuses;
- c. uphold the freedom of association and the effective recognition of the right to collective bargaining;
- d. eliminate all forms of forced and compulsory labour;
- e. not use child labour;
- f. observe equal treatment in respect of employment and occupation;
- g. support a precautionary approach to environmental challenges;

- h. undertake initiatives to promote greater environmental responsibility;
- i. encourage the development and diffusion of environmentally friendly technologies;
- j. eliminate all forms of corruption, including extortion and bribery.

The Client is obliged to comply with the above principles.

XIX. Place of jurisdiction / Place of performance

1. The law of the Federal Republic of Germany shall apply. Validity of the UN Sales Convention is excluded.
2. Unless otherwise stated in the order confirmation, the registered office of proderm is the place of performance.
3. All disputes between proderm and the Client arising from and in connection with these General T&Cs shall be settled exclusively, at proderm's option, either before the ordinary court of law (local or regional court) respectively having jurisdiction for Hamburg/Federal Republic of Germany or an arbitration tribunal in accordance with the provisions set forth below. In the event of litigation as defendant i.e. the assertion of claims by the Client against proderm, proderm shall be obliged to inform the Client of the choice of competent court (ordinary jurisdiction or arbitration tribunal) at any time immediately in writing or text form on first request but in any case before the Client takes legal action. In the event that the arbitration tribunal is chosen, a final decision on the disputes shall be made in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC). The arbitration tribunal shall comprise three arbitrators, whereby one arbitrator shall be designated by each party and the two arbitrators designated by the parties shall then jointly appoint a representative as third arbitrator. An arbitration award made can, on application of a party, be declared enforceable by the competent national court. There is no appeal against the award of the arbitration tribunal. The award shall also include a decision on the costs of the proceedings, including the remuneration of the arbitrators. Place and place of jurisdiction of the arbitration tribunal is Hamburg, Federal Republic of Germany. Arbitration proceedings shall be conducted in English.

Status: February 2021