

## EMPLOYMENT CONTRACT

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### BETWEEN :

1. **BIOCARTIS NV**, a company with registered office at 2800 Mechelen, Generaal De Wittelaan 11B and with company number 827.475.227

Represented by Susy Spruyt, Head of People and Organisation

Hereinafter referred to as the “Company”;

### AND :

2. **Mr. LEONARD WAFULA MAAYA**, residing at Hoveniersdreef 2, 3001 Heverlee;

Hereinafter referred to as the “Employee”;

### IT HAS BEEN AGREED AS FOLLOWS:

#### Article 1      Function and Place of work

##### 1.1

The Company hires the Employee in the capacity of **BIostatistician** as of **04 March 2024**.

The Employee recognizes and agrees that the function exercised by the Employee does not constitute an essential element of this employment contract. The Employee hence agrees that, without prejudice to the applicable legal and regulatory provisions, his duties and/or responsibilities can be adapted in accordance with the business needs and/or the organization of the Company and any company affiliated with the Company, taking into account the experience and professional capacities of the Employee, without this constituting a unilateral modification of this employment contract.

##### 1.2

The Employee recognizes and agrees that the place of work does not constitute an essential element of this employment contract.

##### 1.3

The Employee accepts that the Company’s right to share his professional experience and capacities with the employees of companies affiliated with the Company constitutes an essential element of this employment contract.

1.4

The Company and Employee expressly agree that the Employee shall perform some of the agreed-upon work services at home or at another location outside the office environment (Telework).

The Telework shall be conducted fully in accordance with the terms and conditions of the Telework Policy, as amended from time to time and in accordance with applicable laws and customs of the Company.

## **Article 2 Termination of the employment contract**

2.1

The employment contract can be terminated by either one of the parties only in accordance with the provisions of the law of July 3, 1978 concerning the employment contracts.

## **Article 3 Remuneration**

3.1

The gross monthly salary of the Employee is set at **5.300 EUR (five thousand three hundred euro)**.

3.2

The Employee will be entitled to an end of the year premium in accordance with the provisions of the applicable collective labour agreement.

3.3

The Employee may be entitled to variable remuneration according to the achieved team or operating results as determined and as confirmed by the Company per financial year. The personal and business objectives will be determined by the Company. The amount of the variable remuneration can be max **7%** of the gross annual salary if the results are achieved.

Variable remuneration will, if applicable, only be paid if the objectives have been achieved, and provided that this employment agreement has not been terminated or no notice period is applicable at the time of the decision by the Company about the right to receive variable remuneration.

The Company reserves the right to change and / or stop variable remuneration at any time in function of the economic or financial requirements.

3.4

The Employee will be entitled to the payment of simple and double holiday pay in accordance with the applicable legal provisions.

3.5

In view of his employment, the Employee will under certain circumstances be entitled to electronic luncheon vouchers. The luncheon vouchers have a nominal value of 7,00 EUR (seven euro). The contribution of the Company will amount to 5.91 EUR (five euro and ninety one cents) per luncheon voucher. The contribution of the Employee will amount to 1.09 EUR (one euro and 9 cents) per luncheon voucher and will be deducted from the net monthly salary. The entitlement is limited to one electronic luncheon voucher per effective day worked.

The luncheon voucher can only be used to pay for a meal or for the purchase of ready-to-use food. The validity of the luncheon voucher is limited to 12 months as of the moment the voucher is credited on the luncheon voucher account of the employee.

In order to be able to use the luncheon voucher account, the employee will receive one secured electronic card on his name, free from charges. Upon hand over of this electronic card, the employee will receive a user guide for the following functions: consultation available balance, pin code, announcement expiry date. The employee agrees to use and preserve the electronic card with due diligence. In case of loss or theft, the employee contacts Edenred and the HR department as soon as possible. Within the preconditions as stipulated in the work regulations, and with a maximum amount equal to the nominal value of one meal voucher, the employee meets the costs arising from the producing of a new electronic card.

The luncheon vouchers will be credited on the luncheon voucher account of the employee at the end of the calendar month taking into account the number of working days actually worked. In case of differences between the actual number of luncheon vouchers received, and the number of working days actually worked, a re-conciliation will be made at the latest at the last day of the month following the concerned quarter.

### 3.6

Any amounts or benefits granted or which would be granted in the course of the employment by the Company in addition to the Employee's regular salary agreed upon sub 3.1 to 3.5 of this employment contract, will be considered as gratifications. The payment or grant of such gratifications will not create any obligation on the Company to pay or grant similar gratifications in the further course of employment.

## **Article 4      Reimbursement of expenses on behalf of the Company**

### 4.1

The Employee is entitled to a monthly lump sum expense allowance. This lump sum expense allowance amounts to **100 EUR (hundred Euros)** per month for full-time employment. This amount will be paid pro-rata to the degree of employment if the Employee works part-time.

This monthly lump-sum expense allowance will be paid as compensation for the costs borne by the Employee which are proper to the Employer and which it is unusual or impossible to substantiate with documents and which are not otherwise reimbursed by the Company.

The above-mentioned lump-sum expense allowance covers in particular the following costs:

- costs related to effective structural and regular work at home : **80 EUR** per month;
- use of the internet at home: **20 EUR** per month;

The lump sum expense allowance is determined in accordance with the function classification at company level as applicable within the Company.

The amount of the lump sum expense allowance may be adjusted or revoked from time to time by the Company in function of the costs actually incurred and/or in function of the guidelines of the tax or social security administration.

In case the Employee would be assigned another function category in the course of his employment, the lump sum expense allowance will be adjusted accordingly.

### 4.2

All reasonable expenses incurred by the Employee on behalf of the Company in the framework of his employment contract, **that are not covered by the aforementioned lump sum expense allowance, will**

be reimbursed in accordance with the relevant guidelines applicable within the Company and subject to submission of the justifying documents related to such expenses.

The Company reserves the right to refuse reimbursement of unreasonable expenses or of expenses which, taking into account their nature or amount, required the prior consent of the Company.

#### 4.3

The Employee will only be entitled to reimbursement or intervention in the transportation costs from **his** home to the offices of the Company provided and to the extent this is required under a mandatory collective labour agreement and provided that the Employee does not have a company car at his disposal.

### **Article 5 Phone subscription and mobile phone (Bring Your Own Device)**

#### 5.1

Taking into account the accessibility requirements and responsibilities as assigned to the Employee in the context of its position with the Company, the Employee needs a mobile telephone (type GSM or Smartphone) for professional purposes.

The parties agree that as of the start date of employment, the Employee will pay for his own mobile telephone, of which the Company will repay a monthly allowance of the costs borne by the Employee at a rate of 14 euros to the Employee, regardless of the actual cost price of the mobile device. This monthly allowance covers the monthly professional use of the device, including but not limited to purchase, wear and tear, repair costs, costs associated with software licenses and apps, etc.

#### 5.2

The Company will conclude a subscription with a telecommunication provider from the start date of employment and will pay the costs that cover the professional use. The costs relating to private use are invoiced directly to the Employee via the "split billing" procedure used by the telecommunications provider.

#### 5.3

The reimbursement for the mobile subscription and the monthly allowance are strictly related to the position of the Employee and are not an acquired right.

The Company reserves the right, in the event of a change of function, long-term absence or in function of the amended tax and / or social security regulations, to cease or adjust these compensations to the changed circumstances.

The Employee agrees that company details of the Company will be immediately removed upon termination of employment and will provide the necessary cooperation.

#### 5.4

The Employee owns the mobile device and is responsible for the purchase. In case of any damage, the Employee is responsible for these damages as he is the owner of the device.

The Employee hereby declares to comply with "the guidelines to access and use of software and IT resources".

## **Article 6      Group insurance and hospitalization insurance**

### 6.1

As soon as the Employee meets all required conditions, he will be enrolled in the group insurances (with “life” and “death” coverage) and the hospitalization insurance which the Company has entered into for its personnel. The affiliation of the Employee and the coverage of the Employee will eventually benefit of by virtue of the group insurance and the hospitalization insurance are entirely governed by the terms and conditions set forth in the respective insurance policies. The Employee accepts that the terms and conditions of the policies may be changed from time to time.

### 6.2

By executing this employment contract, the Employee authorizes the Company to withhold the personal contributions owed by him to the group insurance and the hospitalization insurance from his net salary and to pay these amounts to the insurance company.

### 6.3

The Company reserves the right to amend and/or terminate such group insurances or other insurances at any time in function of economic or financial needs.

## **Article 7      Working schedules**

### 7.1

The Employee will be employed on a full time basis in accordance with the gliding working schedule 1a as applicable within the Company and as set forth in Appendix 1A (Work time and work schedules for employees who do not work shifts) with the working regulations.

### 7.2

The Employee will perform overtime when required for the performance of the duties under this employment contract. Overtime may however only be performed if requested by the Company and subject to its explicit prior written approval.

## **Article 8      Vacation and public holidays**

### 8.1

The Employee will annually be entitled to the number of vacation days in accordance with the applicable legal provisions.

### 8.2

The legal vacation days are in principle to be taken during the relevant vacation year.

### 8.3

The timing for taking up vacation days must be agreed upon in advance with the Company.

### 8.4

The Employee will annually be entitled to the number of public holidays in accordance with the applicable legal provisions. If a legal holiday coincides with a Sunday or another day of inactivity, the legal holiday is

to be replaced by another normal day of activity. The Employee will have to agree upon the timing of such replacement days in advance with the Company.

## **Article 9        Absence and Work Incapacity**

### 10.1

Absences which are foreseeable must be applied for in advance with the Company.

### 10.2

Unforeseeable absences due to sickness or any other reason must be communicated as soon as possible to the HR department of the Company and must be justified within two (2) working days.

### 10.3

Absences as a result of illness or accident must remain justified for their entire duration by way of a medical certificate to be sent to the Company within two (2) working days following the first day of the work incapacity or the first day on which the work incapacity period is extended.

## **Article 10        Intellectual Property**

### 10.1.

In the present article 10, the terms and expressions hereinafter will have the following meaning, in the singular or in the plural:

(i) “Result”: will mean any and all work, document, manual, model, system, instrument, software, drawing, invention, discovery, diagram, technology, creation, improvement, outcome of research and development, whether or not patentable or protectable by an Intellectual Property Right, including without limitation copyright, that is created by the Employee during the execution of this contract and/or related to any activity that, at the time of creation of the relevant work is or is expected to be within the Company’s scope of activities, regardless of whether the creation occurs within or outside the regular working hours, single-handedly or as a result of teamwork, within or outside the Company’s premises, with or without material, equipment and/or know-how which the Company made available to the Employee.

(ii) “Know-How”: will mean any and all technical or other information created during the term of this contract and/or that is linked to any activity that, at the time of creation of the affected work is within the Company’s scope of activities or within the scope of activities the Company actively aims to achieve at that time, including without limitation all data, formulae, methods, ideas, specifications, procedures, tests, genes, plasmas, vectors, clones, cell-lines, cell cultures, cell representation systems, cell constructions, developments, micro-organisms, mutations, test systems, test protocols and purification materials and techniques.

(iii) “Intellectual Property Rights” : will mean any and all intellectual property and proprietary rights, registered or not, including without limitation copyright, neighboring rights, rights regarding domain names, databases, trade marks, rights on models and drawings, utility models, patents and all applications to obtain such rights, including rights with regard to trade secrets.

(iv) “Application for Patent or Utility Model”: will mean any and all applications for a patent or utility

model in connection with the Results and Know-How, including without limitation any partial, national or international applications.

(v) “Patents”: will mean any and all patents granted as a consequence or in accordance with an Application for Patent, including without limitation any continuation, extension or publication of patents or parts thereof.

(vi) “Utility models”: will mean any and all utility model(s) that were granted following or in accordance with an Application for Utility Model, including without limitation each continuation, extension or publication of utility models or parts thereof.

10.2.

The Employee hereby transfers all rights, including Intellectual Property Rights, in connection with the Results and Know-How to the Company. Such a transfer of rights is complete, exclusive, irrevocable, unconditional, world-wide and valid for all jurisdictions, from the time of creation and for the full duration of protection of the relevant rights. The Company hence acquires from the Employee all legal claims, rights and benefits in connection with the Results and Know-How, including the right to institute legal proceedings in case of violations, and the right to claim compensatory damages.

10.3.

The Employee will immediately inform the Company upon the realization, creation, development, design, drawing, production and/or making of a Result or Know-How. The Employee will, from the moment of their creation until six (6) months after termination of this contract, make all Results and Know-How exclusively available to the Company. The right to submit an application for Patent or Utility Model or any other forms of protection in connection with a Result or Know-How, pertains exclusively to the Company.

10.4.

The Employee will not submit any application to obtain a Patent, Utility Model or any other Intellectual Property Right in connection with a Result or Know-How. The Employee accepts that all Results, Know-How, Patents, Utility Models, applications for Patents or Utility Models and any other Intellectual Property Rights are and remain the exclusive property of the Company.

10.5.

Are included, without limitation, in the aforementioned transfer and assignment of rights : the Company’s right to copy, exploit, change, amend, translate, distribute, publish, rent, lend, make public, give access to the public, put up for sale, sell, use, assign and grant licenses in connection with Results, Know-How, Patents and Utility Models, in its own name or via third parties, regardless of medium of storage (digital or analog), form (as a whole or in part), resources (scientific and other publications, radio, television, reports, newspapers, internet) or purpose (profit or non-profit). The Employee accepts that the exclusive right to use all Results, Know-How and all related Intellectual Property Rights pertains to the Company.

10.6.

The Employee accepts that this transfer occurs in the broadest possible sense, as far as the law permits, without restrictions in time and without any other compensation than the one mentioned in article 4 of this contract. To the extent that the Employee would be legally entitled to a compensation for a new, but currently non-existing, form of exploitation, such compensation will be equal to 0.1 % of the net profit resulting from this new form of exploitation, with an absolute general maximum of 500 EUR (five hundred euro) for all Results, Know-How, Patents and/or Utility Models exploited as such. Non-payment of this compensation will not in any case influence said transfer and assignment of rights.

10.7.

The Employee recognizes that he will take all required or relevant action, sign and obtain all necessary documents in order to record and process applications for Patent or Utility Models, to retain and renew Patents and Utility Models, upon the Company's request and without limitations, both during this contract and after its termination.

10.8.

The Employee accepts to irrevocably appoint and designate each of the Company's directors as his personal agent and official representative, entitled to perform any act and sign any document that the Company deems necessary or relevant in order to protect the Company's rights and interests in connection with any and all relevant Results, Know-How and Intellectual Property Rights.

10.9.

The transfer also includes all moral rights to the maximum extent permitted by law. If the transfer of these moral rights would be legally restricted, the Employee will never invoke his moral rights in a way that would restrict or prejudice the normal activities of the Company (or its licensees and assigns). The Employee will hence not oppose any changes or modifications to the Results and/or Know-How that are not damaging to the reputation thereof. The Employee accepts that none of the Results and/or Know-How, including any Applications for Patent and Utility Model, will bear his name or logo.

10.10.

If the Company (without however being obligated to do so) decides to protect any Results and/or Know-How, or parts thereof, by means of an Intellectual Property Right, all necessary or relevant information and assistance in connection therewith will be made available by the Employee to the Company at the Company's first request. The Employee will specifically sign all relevant documents and comply with all the formalities that are required for the application, registration and implementation of such protection, including retaining and renewing such protection, even after termination of this contract.

10.11.

Since Biocartis might need to disclose information before the starting date the Intellectual Property clauses apply as from the date of signature of the contract.

## **Article 11 Employee obligations**

The Employee expressly agrees with the following commitments:

- (1) to carefully, honestly and diligently perform his services in the agreed upon manner and at the agreed upon times and places;
- (2) to act in accordance with the instructions given to him by the Company, its authorized representatives or officers in the framework of the execution of this employment contract;
- (3) to refrain, both during the course of his employment and after termination thereof, from performing or providing cooperation to acts of unfair competition;



- (4) during the course of his employment, not to perform activities, be it directly or indirectly, for another employer and to refrain from carrying on professional activities for his own account, unless he has obtained the prior written authorization of the Company.

## **Article 12 Confidentiality**

### 12.1

The Employee acknowledges that, in the context of this employment contract, he will have access to confidential information of the Company and that improper use of such confidential information can cause the Company substantial loss and damage. The Employee will at all times hold confidential any and all information (whether recorded or not and, if recorded, in whatever form, on whatever media and by whomsoever recorded) relating to all or any part of the business, property, assets, activities, products, services, financial affairs, management, administration, customers or clients of the Company and which is confidential to the Company, or is treated by the Company as confidential or might permit the Company or its customers to obtain a competitive advantage over competitors who do not have access to such information, including in particular (but without limiting the generality of the foregoing) all purchasing policies, marketing information, trade secrets and know-how, proprietary information, inventions and developments, customer lists, business plans, and all other data or information (collectively referred to as "*Confidential Information*").

### 12.2

The Employee undertakes to use and disclose Confidential Information only to the extent necessary for the execution of this employment contract, and, in any event, not to disclose any Confidential Information to any person or entity outside the Company except under the cover of a confidentiality agreement and with the prior written consent of the Company. The Employee further undertakes not to disclose to any person or entity, or make use of, any Confidential Information after the termination of this contract without the prior written consent of the Company. This provision will not apply to any Confidential Information that the Company has voluntarily disclosed to the public or has otherwise legally (i.e., without violation of any confidentiality obligation) entered into the public domain.

### 12.3

The Employee agrees that the Company has from time to time in its possession information that is claimed by others to be their exclusive property and that the Company has agreed to keep confidential. The Employee agrees that all such information will be Confidential Information for the purpose of this contract.

### 12.4

All originals and all copies of all drawings, prints, diagrams, notes, memoranda, and other materials and writings containing, representing, evidencing, recording, or constituting any Confidential Information, however and whenever produced by the Employee or any other persons, and whether or not patentable or subject to copyright protection, will be the exclusive property of the Company and will be returned to the Company upon the termination of this contract.

### 12.5

The Employee will ensure that written copies of Confidential Information that is disclosed to or created by the Employee will be created, stored and filed in accordance with the written instructions of the Company in this respect.

12.6

In the event of any breach by the Employee of the provisions of this article 12, the Employee acknowledges that money damages alone may not adequately compensate the Company for breach of any of the covenants and undertakings in this article 12 and, therefore, agrees that in the event of the breach or threatened breach of any such covenant or undertaking, in addition to all other remedies available to the Company at law, the Company will be entitled to injunctive relief compelling specific performance of, or other compliance with, the terms hereof.

12.7

Since Biocartis might need to disclose information before the starting date the confidentiality clauses apply as from the date of signature of the contract.

**Article 13      Personal data**

13.1

The Employee agrees that personal data relating to him which are reflected in this contract or any annex thereto, social documents and forms which are to be completed or to be provided for the application of any applicable legal provisions (including vacation requests/medical certificates) and in general all personal data communicated by the Employee to the Company as well as all personal data collected, received, used or processed by the Company, whether or not included by the Company in the personnel file, in the framework of the employment relationship, can be processed by the Company or an agent acting for the Company (such as the payroll agency) for purposes of human resources management, salary administration, management and administration of extralegal insurance schemes, evaluations and decision making, excluding any use for direct marketing.

13.2

The Employee has the right to request access to any personal data processed by the Company in relation to the Employee and, if the data are incorrect, incomplete or irrelevant, correction or deletion of such personal data for legitimate reasons, by a written, signed and dated request sent to the Company.

13.3

For the above purposes, the Employee authorizes the Company, given its affiliation to an international group, to transfer all or part of the personal data to any affiliated company, irrespective as to whether such affiliated company is located within the European Economic Area, including in any country that does not offer the same level of data protection as in the Employee's home country.

**Article 14      Property of the Company and/or its clients**

14.1

The Employee expressly recognises that all documents and notes which he shall establish and/or which shall be communicated to him in the course of the employment, as well as all materials (correspondence / brochures / reports, etc.) and equipments which shall be put at his disposal shall remain the exclusive property of the Company.

14.2

The Employee will use all property of the Company, including any equipment, objects and documents, provided by the Company, only for professional purposes in the framework of executing the tasks and duties under this contract. The Employee will take good care of such company property and will keep it in a good condition.

14.3

The Employee undertakes to promptly remit all documents, notes, material and equipments which he would have in his possession to the Company at the end of the employment relationship.

14.4

The Employee recognises that all computers, laptops, software and other programs or equipments that are put at his disposal are for professional use only.

Consequently, the Company may to the extent permitted by law and in accordance with the Company's policies and procedures, control, and potentially record, review and make use of the data relating to the use of these equipments (including but not limited to computer and telecommunication systems), and may access the data therein, including but not limited to all data relating to telecommunications or to the content thereof.

By derogation, the Employee may in a reasonable manner use his computer for sending and receiving private e-mails provided that the e-mail address of the Company is not used, provided that these e-mails are not saved on the hard disk or computer system and that the sending/receipt of these e-mails is in compliance with the applicable legal provisions.

The Employee should communicate every (new) password to the Company.

## **Article 15      Working regulations and other employment documents**

15.1

The Employee recognizes having knowledge of and having received a copy of the following documents:

- 1.      Working regulations**
- 2.      Corporate Travel Policy**
- 3.      Car Policy**
- 4.      Guidelines access and use of software and IT resources**
- 5.      Policy on provision of IT devices**
- 6.      Extra legal insurances "brochure employees"**
- 7.      FIP policies**

15.2

By executing this employment contract, the Employee undertakes to strictly abide by the provisions of these documents.

15.3

In case of contradiction between the provisions of the aforementioned documents and this employment contract, the provisions of this employment contract will prevail unless the Parties agree otherwise in writing.

## **Article 16      Non-compete undertaking**

### **16.1**

The Employee undertakes, during the course of his employment and for a period of twelve (12) months following the termination of the employment contract, not to engage in any activities similar to the activities performed by him with the Company, either by personally exploiting an enterprise or by entering into the service of a competitor of the Company.

### **16.2**

This non-compete clause will have effect in Belgium and in any of the following countries: The Netherlands, France, the United Kingdom, Ireland, Germany, Switzerland, Sweden, Norway, Denmark, Italy, Spain, Portugal, Poland, United States of America.

If at the end of the employment contract the Company should appear to be active in more or other countries than in the aforementioned list, the aforementioned territory will automatically be considered as being expanded c.q. adapted cfr all countries the Company appears to be active in at the end of the employment contract.

### **16.3**

In consideration of the application of the restrictions imposed on the Employee under the present clause, the Company will pay the Employee an indemnity which will equal half of the gross salary which the Employee would have earned during the term of the non-compete clause, i.e. six (6) months salary.

### **16.4**

This indemnity will not be due if the Company renounces to the application of the present clause within fifteen (15) days following the termination of the employment relationship.

### **16.5**

In case the Employee violates the present non-compete clause, he will have to reimburse to the Company the indemnity paid to him by the Company and, in addition thereto, he will have to pay an equal amount as indemnity.

Notwithstanding the foregoing, the Company will be entitled to claim additional damages to the extent the existence and amount of such additional damages can be justified.

### **16.6**

The present clause will only have no effect in case the employment contract is terminated by the Employee for serious cause from the Company's side.

### **16.7**

The present clause is applicable regardless a seniority of the Employee of more or less than six months.

## **Article 17      Non-solicitation of employees and service providers**

### 17.1

The Employee agrees that he will not during the course of his employment and for a period of twelve (12) months following the termination of the employment relationship, however arising either on his own account or in conjunction with or on behalf of any other person, company, business partner or other organization whatsoever directly or indirectly:

- induce, solicit, entice or procure any person who is an employee or service provider of the Company to leave such employment or such contractual relationship, where that person is an employee or service provider on the termination date, or has been an employee or service provider in any part of the three (3) months immediately preceding the termination date;
- accept into employment or otherwise engage or use the services of any employee or service provider who is an employee or service provider of the Company on the termination date or has been an employee or service provider in any part of the three (3) months immediately preceding the termination date.

### 17.2

In case of violation of this undertaking the Employee will have to pay lump sum damages to the Company equal to EUR 5,000 (five thousand euro) per (part of a) breach, under reservation of all other remedies of the Company, including the right of the Company to claim additional indemnification.

## **Article 18      Non-solicitation of principals / business relations**

### 18.1

The Employee agrees that he will not during the course of his employment and for a period of twelve (12) months following the termination of the employment relationship, however arising either on his own account or in conjunction with or on behalf of any other person, company, business partner or other organization whatsoever directly or indirectly:

- solicit, deal or make contacts / appointments with companies or persons who are a principal / business relation of the Company or any of its affiliated companies at the time of his departure from the Company or have been a principal / business relation of the Company or any of its affiliated companies during the period of twelve (12) months preceding his departure in order to induce them to terminate their relationship with the Company or any of its affiliated companies in whatever manner be it subject to a financial compensation or not;
- in general, to refrain from any activity that may adversely affect the relationship between the Company or any of its affiliated companies and their principals / business relations.

### 18.2

In case of violation of this undertaking the Employee will have to pay lump sum damages to the Company equal to EUR 5,000 (five thousand euro) per (part of a) breach, under reservation of all other remedies of the Company, including the right of the Company to claim additional indemnification.

**Article 19      Legal impediment**

The Employee expressly declares that there is no legal or contractual impediment to entering into the Company's service on the date set forth in article 1 nor to performing the activities agreed upon under this employment contract.

**Article 20      Nullity**

Provisions of this employment contract which would be held contrary to mandatory law will be deemed separable and will not affect the enforceability of any other provisions of this contract.

**Article 21      Previous agreements**

This employment contract sets forth the entire agreement between the parties and annuls and replaces to the extent contradictory all other contracts or agreements which may previously have been made or entered into.


**Article 22      Applicable law and jurisdiction**

This employment contract will be subject to Belgian law and all disputes with respect to the performance and/or interpretation of this contract will be submitted to the exclusive jurisdiction of the Belgian labour courts.

**IN WITNESS WHEREOF,**

The parties hereto have initialed each page of this contract, and have signed and executed this contract in two (2) originals at **MECHELEN** on \_\_\_\_\_, and each party acknowledges the receipt of one signed original.

1. The Company  
**BIOCARTIS NV**

DocuSigned by:  
  
F9F7ABF96735429...

Susy Spruyt  
Head of People and Organisation

2. The Employee

\_\_\_\_\_  
**LEONARD WAFULA MAAYA**

*(signature preceded by the  
handwritten mention "read and approved")*