

ANALYSIS SERVICES WORK ORDER**AGREEMENT**

QUOTE NUMBER _____

CUSTOMER PO (if applicable) _____

ANALYSIS SERVICE AGREEMENT BETWEEN

Vesicode

Customer

Vesicode AB
Org. No. 559105-0116
BMC, C10:2 - Hursagatan 3
SE-751 23
SWEDEN

SCOPE OF WORK

Under this work order ("Work Order"), Vesicode will provide a proteomic profile analysis service for the Customer using Vesicode's Cancer Biology Characterization Panel. The Customer is required to submit some mandatory information about the samples (in the '**Sample Form**' section of this Work Order). Samples can be shipped to Vesicode once both Parties have signed the Work Order. Vesicode will commence the analysis as soon as samples have arrived at the Analysis Service Facility, and will then inform the Customer about the approximate date of completion of the work. The Customer will be invoiced upon completion of the work deliverables. Samples will be stored at Vesicode for 5 months after completion of the analysis. Vesicode will contact the customer to check whether they plan to analyze additional panels, or if they wish Vesicode to discard the samples.

WORK DELIVERABLES

- Certificate of analysis of the study, with a short summary of the quality of your data
- Cancer Biology Characterization Panel report for the study, which includes an explanatory presentation of the data obtained, techniques used and basic statistical analysis. A cluster analysis of sample groups will also be included if the Customer provides the relevant information in the '**Sample Manifest**' form.
- Panel data from the analyzed proteomic profile presented in proteomic clustering graphs
 - Tsne1 vs Tsne2
- Follow-up presentation of the *Extracellular Vesicle Profiling Service* data.

AGREEMENT AND DOCUMENTATION

This Analysis Services Agreement is entered into between the parties set out above and is comprised of this Work Order and the Sample Manifest (see separate file). This Agreement must be signed and confirmed by the parties before shipment of samples to Vesicode. Please complete and return a scanned version (minimum pages 1 and 2) of this '**Work Order**' along with the separate '**Sample Manifest**' file. Upon confirmation by Vesicode, please ship your samples and forward the tracking number.

Please send all documents, information and questions to service@vesicode.com or call +46 76 216 99 66.

ACCEPTED AND AGREED:**Vesicode AB****Customer**

NAME _____

NAME _____

SIGNATURE _____

SIGNATURE _____

DATE _____

DATE _____

CONFIDENTIALAnalysis Service Work Order service@vesicode.com +46 76 216 99 66

SAMPLE FORM

QUOTE NUMBER _____

VESICODE EXTRACELLULAR VESICLE CHARACTERIZATION PANEL

☐ Surface Membrane Protein

☐ Cancer Biology

SAMPLE TYPE

☐ Serum

☐ Plasma

☐ Cell lysate

☐ Tissue lysate

☐ Purified EVs

☐ Other (please specify): _____

NUMBER OF SAMPLES (# samples in shipment)

SHORT DESCRIPTION OF SAMPLES (healthy/pathological, type of disease, etc)

CONTROL SAMPLE (recommend for studies > 100 samples)

Will you supply a control sample? (Note: this will be run free of charge, see '*Sample Preparation*' for details).

☐ Yes

☐ No

RISK ASSESSMENT OF SAMPLES

Have samples been tested for HIV, Hepatitis B and C or other blood-borne diseases?

☐ Yes

if 'Yes', please state:

☐ Positive

☐ Negative

☐ No

☐ Comment: _____

ESTIMATED SHIPPING DATE

Please provide the tracking number to service@vesicode.com upon shipment of the samples.

SHIPPING ADDRESS

Vesicode AB/ Analysis Service
BMC – C10:2
Husargatan 3
SE-751 23 Uppsala
SWEDEN
Phone: +46 76 216 99 66

Contact person: Felipe Oliveira

CONFIDENTIAL

Analysis Service Work Order service@vesicode.com +46 76 216 99 66





General Service Agreement

Background

A. Vesicode AB is agreeable to to perform its proprietary *proximity barcoding assay (PBA)* for its customers worldwide. The use of the assay provided by Vesicode is performed on a pay-for-service basis.

B. [Client] is of the opinion that **Vesicode AB** has the necessary qualifications, experience and abilities to provide services.

C. Vesicode AB agrees to provide such services to **[Client]** on the terms and conditions set out in this agreement.

IN CONSIDERATION OF the matters described above and the of the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which consideration is hereby acknowledged, **[Client]** and **Vesicode AB** agree as follows:

1. GENERAL

These general terms and conditions ("GTCs") shall together with each work order ("Work Order") and nay documents attached to the Work Order constitute the agreement which shall govern **Vesicode AB's** performance of laboratory services to the **[Client]**. By requesting the services, **[Client]** accepts these GTCs and any divergent or supplementary terms and conditions provided by **[Client]** are not accepted and shall be excluded in their entirety.

2. SERVICES PROVIDED

- Vesicode AB** agrees to perform the services in a safe and ethical manner, including the storage, handling and disposal of any hazardous materials, and in accordance with (i) the specification set out in each Work Order; (ii) applicable laws or regulations; and (iii) generally accepted and applicable professional standards of service.
- [Client]** acknowledges and agrees to engage with **Vesicode AB** to provide **[Client]** with services consisting of analyzing membrane surface markers of extracellular vesicles (EVs).
- Vesicode AB** agrees to perform services (hereafter called **Analysis**) as service to **[Client]**. **Vesicode AB** shall provide **[Client]** with reports detailing the progress and other information pertaining to the **Analysis** as set forth in each Work Order or as reasonably requested by **[Client]** from time to time.

4. **Vesicode AB** agrees to deliver the results and reports within two weeks of receiving the samples when possible. The dates for delivery of results and reports are estimated as accurately as possible at the time the order is placed. However, the delivery time can be delayed due to complicated Analysis, and/ or large number of customers. **[Client]** will be notified immediately should such a delay occur, and will be presented with a new estimated time of completion prior to the start of each Analysis.
5. **Vesicode AB** shall not be liable for any liability of or injury to **[Client]** resulting from delay of result and report delivery.

3. PAYMENT OF SERVICES RENDERED

1. Notwithstanding termination of this agreement, **[Client]** shall be responsible for the payment of all **Analysis** rendered by **Vesicode AB**, in accordance with this agreement. There shall be no other or further payment under this agreement by **[Client]** to **Vesicode AB** in consideration of the **Analysis** to be performed by **Vesicode AB** on behalf of **[Client]** in this agreement.
2. **Vesicode AB** will charge **[Client]** a flat fee of **2000 SEK** for the **Analysis** provided.
3. The cost of the service shall be invoiced to **[Client]** by **Vesicode AB**.
4. Invoices submitted by **Vesicode AB** to **[Client]** are due within **30 days** of receipt.
5. In the event that this agreement is terminated by **[Client]** prior to completion of the **Analysis**, but where the **Analysis** has been partially performed, **Vesicode AB** shall be entitled to pro rata payment of the cost of the **Analysis** to the date of termination provided that there has been no breach of this service agreement by **[Client]**.

4. ORDER, WORK ORDER AND TERMS OF SERVICE

1. **[Client]** shall make an purchase of **Analysis** by issuing **Vesicode** a written Work Order, which will include the desired panel and service requested, and any applicable **Vesicode AB** part numbers, and descriptions using **Vesicode AB**'s Work Order form, available online. An order acknowledgement will be sent by **Vesicode AB** upon receipt of Work Order form.
2. **[Client]** agrees to provide **Vesicode AB** with materials, such as samples (blood, cell lysates, purified EVs, etc), necessary for the performance of the **Analysis**.
3. It is **[Client]**'s responsibility to assure that the materials necessary for the **Analysis** are adequately identified in the Work Order form.
4. **[Client]** is solely responsible for ensuring that the materials are delivered in good condition, and shipped the right way for the **Analysis**. **[Client]** shall be responsible for the timely delivery of the material to be analyzed by **Vesicode AB**, and shall be liable for any delays and increased costs due to insufficient specification or supply of materials to **Vesicode AB**.
5. **Vesicode AB** is responsible for the handling, storage, transportation, disposition and containment of the materials, with the use of reasonable care, in the manner indicated by **[Client]** in the Work Order form and in compliance with applicable law.

6. **Vesicode AB** is not responsible for sorting out potential material mix-ups that may have occurred prior to receiving the material.
7. If **[Client]** provides materials and requires **Vesicode AB** to use these in the **Analysis**, then **[Client]** shall indemnify **Vesicode AB** against any third party claims that **Vesicode AB's** use of such materials or processes in performance of the **Analysis** infringes a third party's intellectual property rights.
8. **[Client]** shall ensure insure any materials provided to **Vesicode AB** and **Vesicode AB** shall not be liable for loss or damage to such materials.

5. CONFIDENTIALITY

1. Confidential information refers to any data or information relating to **[Client]**, **[Client]**'s materials, whether business or personal, which would reasonably be considered to be private or proprietary to **[Client]** and that is not generally known and where the release of that confidential information could reasonably be expected to cause harm to **[Client]**.
2. **[Client]** may not include any confidential information that relates to an identified or identifiable person in the information, data, and materials provided to **Vesicode AB**, unless strictly necessary for the performance of the relevant **Analysis** and contingent on agreement in advance by **Vesicode AB** to accept such confidential information. If **Vesicode AB** has accepted to receive confidential information, **Vesicode AB** will comply with any data protection laws and regulations in force when processing such data during the performance of the **Analysis**.
3. If **[Client]** requires any specific procedures regarding the treatment of data under a Work Order, in addition to applicable laws and regulations, including the introduction of a data transfer agreement, such requirements must be explicitly included in the applicable Work Order, and will be subject to costs when outside the standard services provided by **Vesicode AB**.
4. **Vesicode AB** will maintain full confidentiality towards third parties regarding the **Analysis**.

6. OWNERSHIP OF INTELLECTUAL PROPERTY

1. All Intellectual Property Rights related to the technology, methods, and materials used in the performance of the **Analysis** service by **Vesicode AB**, shall remain the sole and exclusive property of **Vesicode AB** and no license or other rights with respect such intellectual property rights are granted to **[Client]**, except wherever expressly set forth in this agreement.
2. All right, title and interest in the samples shall be, and remain the sole and exclusive property of **[Client]**. Analyzed samples will be stored at **Vesicode AB's** premises unless agreed otherwise. **[Client]** will be informed prior to disposal of said samples.
3. As used herein: (i) "Intellectual Property Rights" refers to all intellectual property rights worldwide arising under statutory or common law or by contract, and whether or not perfected, now existing or hereafter filed, issued, or acquired. (ii) "Inventions" means any inventions, discoveries, improvements or know-how, whether or not patentable, which (A)

use or incorporate the materials and (B) are conceived, created, discovered or developed by **Vesicode AB** solely from performing the **Analysis**; provided, however, that Inventions will not include any inventions, discoveries, improvements or know-how related to **Vesicode AB's** products, processes or methods for characterizing surface membrane proteins of EVs and the processing and analysis of the data generated by such products, processes and methods; and (iii) "Results" means any results, information, data or documents arising, resulting or generated by **Vesicode AB** solely from performing the **Analysis**.

7. STORAGE OF DATA

1. Results, experiment protocol, analytical procedures, testing, quality control records, and final reports relating to a particular Work Order shall be stored by **Vesicode AB** for a period of **ten (10) years** following completion of relevant **Analysis**. Thereafter, the records may be destroyed or continued to be stored at **[Client]**'s request and expense.
2. Results and final reports are to be sent via email to the contact listed on the Work Order form submitted by **[Client]**, which will contain a reference number for the **Analysis** for further inquiries. A hard copy of results and final reports documentation can be provided upon request.

8. ETHICAL CONSENT

It is the responsibility of **[Client]** to ensure that appropriate ethical consent from an Ethics Committee has been obtained prior to signing this agreement.

9. PUBLICATIONS AND OTHER MEANS OF DISSIMINATION

1. The assistance by **Vesicode AB** should be acknowledged in publications, posters, presentations and/or any other forms of information dissemination that include or are based on data produced by **Vesicode AB**.
2. **[Client]** shall inform **Vesicode AB** when a publication has been accepted.

10. TERM AND TERMINATION

1. This agreement will become effective on the Effective Date and continue in full force and effect until a period of ten (10) days after the delivery of the results and final reports for the **Analysis**.
2. **[Client]** will pay **Vesicode AB** pursuant to section 2 for all **Analysis** performed through the Effective Date of expiration or termination of this agreement. At **[Client]**'s request, **Vesicode AB** will promptly return all unused materials.
3. Survival. Expiration or termination of this agreement for any reason will not affect the rights and obligations of the parties accrued up to such expiration or the effective time of such termination. In addition, the rights and duties under Sections 2-9 will survive the expiration or termination of this agreement.

11. MISCELLANEOUS

1. The agreement shall be deemed effective when (i) the parties have agreed and signed a work order; or (ii) **Vesicode AB** has accepted a written request for Service from the customer; or (iii) when **Vesicode AB** has initiated performance of the Services requested.
2. The persons executing this agreement represent and warrant that they have full power and authority to enter into this agreement on behalf of the entities they purport to represent. Each party represents and warrants to the other party as of the Effective Date that this agreement has been duly authorized, excuted and delivered and that the performance of its obligations under this agreement does not conflict with any order, law, or regulation or any agreement or understanding by which such party or its assests or property are bound and that no such agreement or understanding would prevent it from fulfilling its obligations under this agreement.
3. The parties are independent contractors and neither party will have any authority to bind or commit the other. Nothing in this agreement will be deemed or construed to create a joint venture, partnership, joint employer or agency relationships between the parties for any purpose.
4. Neither party may assign its rights or delegate its obligations under this agreement to any third party without the other party's prior written consent, which shall not be unreasonably withheld; provided, however, that either party may assign its right or delegate its obligations, in whole or in part, to an Affiliate. This agreement will inure to the benefit of and be binding upon the parties' permitted successors and assigns.
5. **[Client]** accepts all **Analysis** subject to thee terms and conditions herein. Any representations, understandings, agreements and course of dealings that are in any way incnosistent with the terms and conditions set forth herein shall be of no force and effect. No addition or modification of these Terms and Conditions will be binding on **Vesicode AB** unless agreed to in writing signed by an authorized representative of **Vesicode AB**. **Vesicode AB** objects to other terms and conditions that may be proposed by **[Client]**. Acceptance by **Vesicode AB** of the **[Client]**'s purchase order(s) is expressly conditioned on **[Client]**'s assent to all of the Terms and Conditions contained herein.
6. If any one or more of the provisions contained in these Terms and Conditions shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and these Terms and Conditions shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **Vesicode AB** shall be excused from performing its obligations under this agreement if its performance is delayed or prevented by any event beyonds its control, including, but not limited to, acts of GOD, fire, explosion, weather, disease, war, terrorism, insurrection, civil strife, riots, or government action, provided that such performance will be excused only to the the extent of and during such disability.

12. GOVERNING LAW

The agreement, including these GTCs, shall be construed and determined by the substantive laws of Sweden, without regard to provision on the conflict of laws.

13. DISPUTE RESOLUTION

Any dispute or claim arising out of or in connection with this agreement or the breach, termination or invalidity thereof, shall be exclusively submitted to the district court of Uppsala, Sweden in the first instance.

IN WITNESS WHEREOF, the parties have executed this agreement as of the Effective Date.

VESICODE AB

NAME: _____

SIGNATURE: _____

DATE: _____

CUSTOMER

NAME: _____

SIGNATURE: _____

DATE: _____