

DSM BioSolutions B.V. (“DSM”)
**GENERAL TERMS AND CONDITIONS FOR DEVELOPMENT,
TECHNOLOGY TRANSFER, AND PRE-COMMERCIAL MANUFACTURING**

1. General. These general terms and conditions for development, technology transfer and pre-commercial manufacturing (the “Conditions”) govern the offering, sale and delivery of all products and/or services (jointly the “Products”) from or on behalf of DSM to CUSTOMER and apply to all similar dealings between DSM and CUSTOMER. These Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties in respect of the sale and delivery of the Products and shall apply in preference to and supersede any and all terms and conditions of any order placed by CUSTOMER and any other terms and conditions submitted by CUSTOMER. Failure of DSM to object to terms and conditions set by CUSTOMER shall in no event be construed as an acceptance of any terms and conditions of CUSTOMER. Neither DSM’s commencement of performance nor DSM’s delivery shall be deemed or constituted as acceptance of any of CUSTOMER’s terms and conditions. If these Conditions differ from any terms and conditions of CUSTOMER, these Conditions and any subsequent communication or conduct by or on behalf of DSM, including, without limitation, confirmation of an order and delivery of Products, constitutes a counter-offer and not acceptance of such terms and conditions submitted by CUSTOMER. Any communication or conduct of CUSTOMER which confirms an agreement for the delivery of Products by DSM, as well as acceptance by CUSTOMER of any delivery of Products from DSM shall constitute an unqualified acceptance by CUSTOMER of these Conditions. These Conditions may only be varied or waived by a duly executed written agreement between DSM and CUSTOMER. By contracting on the basis of these Conditions, CUSTOMER agrees to the applicability thereof in respect of future dealings as described above, even if this is not expressly stated. DSM shall be entitled to update and/or amend these Conditions regularly and by and as of the moment of notifying CUSTOMER of such update or amendment or by sending CUSTOMER the updated or amended Conditions, these revised Conditions shall apply to all dealings between DSM and CUSTOMER. Any electronic communication between DSM and CUSTOMER shall be considered to be a “writing” and/or “in writing”. The electronic communication system used by DSM will serve as sole proof for the content and the time of delivery and receipt of such electronic communication.

Quotations, made by DSM in whatever form, are not binding upon DSM and merely constitute an invitation to CUSTOMER to place an order. All quotations issued by DSM are revocable and subject to change without notice. Orders are not binding until accepted by DSM in writing (“Seller’s Confirmation”) and/or issuance of an invoice related to pre-payment for a milestone for an agreed scope of work. DSM shall be entitled to refuse an order without indication of its reasons.

Unless expressly stated otherwise in Seller’s Confirmation, all deliveries of Products shall be Ex Works DSM’s production facility. The term Ex Works shall have the meaning set forth in the latest version of INCOTERMS published by the International Chamber of Commerce at Paris, France, at the time of DSM’s Confirmation. CUSTOMER shall accept the Products upon delivery.

2. Product Development. DSM and/or its affiliates shall carry out the development and manufacturing program, including any modifications and additions thereto agreed upon by the Parties (the “Development Program”). The Development Program shall identify all documentation (including regulatory documentation) and other deliverables to be provided by DSM to CUSTOMER pursuant to this Agreement. DSM shall use its commercially reasonable efforts to complete the Development Program in a timely fashion in accordance with a schedule agreed upon by the Parties and set forth in the Development Program.
3. Changes to the Development Program. In the event that the assumptions in the Development Program are incorrect or are changed by CUSTOMER, or that CUSTOMER requests a change to the scope of work, then with the mutual agreement of DSM and CUSTOMER, the Development Program shall be amended accordingly to include any changes in the assumptions, the timing schedule, or the scope of work. CUSTOMER shall issue to DSM a purchase order covering any agreed changes at least thirty (30) days

prior to the required implementation date; and such changes shall be incorporated into an amendment of the Development Program.

4. Project Cost, Payment. The project costs are set forth in the Development Program. CUSTOMER shall make any required up-front payment (due within fifteen (15) days after the Effective Date hereof) which shall be creditable against the initial cost of the Development Program. Thereafter, DSM will invoice CUSTOMER as provided in the Development Program for development services. All amounts not paid when due shall bear interest from the due date at the rate of one percent (1%) per month (or such other percentage, if lower, as shall not exceed the maximum rate permitted by law). The cost for the Development Program does not include sales, use, consumption, or excise taxes of any taxing authority. The amount of such taxes, if any, will be added to the cost and shall be reflected in the invoices submitted to CUSTOMER by DSM pursuant to this Agreement. CUSTOMER shall pay the amount of such taxes to DSM in accordance with the payment provisions of this Agreement.
5. CUSTOMER's Responsibilities. To assist DSM in its performance of this Agreement, CUSTOMER shall provide DSM, in a timely fashion, with all relevant information, documentation and data necessary or appropriate for DSM's performance hereunder. If requested by DSM to provide support or information, CUSTOMER shall provide such support or information (or an explanation of the legitimate reason for any delay and a projected date by which such support or information will be provided) within five (5) business days of DSM's request. In the event CUSTOMER is to review or approve any information, documentation, data or samples prepared or supplied by or on behalf of CUSTOMER, it shall complete such review and approval process within five (5) business days. CUSTOMER shall cooperate with DSM in the performance of this Agreement and shall deal honestly and in good faith with DSM.
6. Reporting/Transfer of Results. Upon completion of the Development Program, DSM will provide CUSTOMER with a written report of the results which have been developed, compiled or learned during the course of the Development Program. DSM shall also respond to CUSTOMER's reasonable inquiries regarding the status of the Development Program on an ongoing basis, and DSM shall endeavor to keep CUSTOMER reasonably informed of interim results on an informal basis, including if requested, periodic meetings at DSM's facility to discuss Development Program results and progress.
7. Intellectual Property. All intellectual property owned by CUSTOMER as of the beginning of the Development Project shall remain the sole property of CUSTOMER. Likewise, all intellectual property owned by DSM as of the beginning of the project shall remain the sole property of DSM. All novel Intellectual Property developed during the course of the project (the "Project Developments") will become property of DSM. DSM shall grant CUSTOMER a non-exclusive, royalty-free, perpetual license, under the Project Developments to research, develop, make, have made, offer for sale, sell and import the specific product of CUSTOMER. For purposes of this Section 7, intellectual property shall include technology (whether or not patented or patentable), know-how, trade secrets, products, samples, and other proprietary information.
8. Right of First Refusal to Manufacture. In the event CUSTOMER elects to proceed with commercial application of the Product, either alone or through an Affiliate, agent, licensee or commercial partner, DSM shall be granted the right of first refusal to be the exclusive or primary source of Product manufacturing for the commercialization effort. In this regard CUSTOMER shall give DSM written notice of its intent to obtain a commercial source of supply of the Product and shall provide DSM the opportunity to contract for the production of the Product. If DSM elects to proceed, it shall notify CUSTOMER in writing within thirty (30) days of receipt of CUSTOMER's written notice; and the Parties shall promptly begin good faith negotiations on the terms and conditions of a long term commercial

supply agreement for the Product. The Parties shall have a reasonable time period to complete good faith negotiations, which shall be no less than sixty (60) days after negotiations have been initiated, and, if the Parties are unable to agree upon Product price and other specific supply terms for the Product, CUSTOMER shall have the right to offer the Product to a third party manufacturer, provided CUSTOMER shall not offer the Product to any third party manufacturer on more favorable terms without first giving DSM written notice of such more favorable terms and the opportunity to accept the more favorable terms. DSM shall have thirty (30) days from the date the more favorable terms are first communicated in writing to DSM by CUSTOMER to evaluate and accept such terms. In the event that DSM and the CUSTOMER are unable to reach agreement on terms of production of Product, the parties shall conclude their arrangements hereunder; and CUSTOMER shall complete its payment of any costs or charges hereunder.

9. Confidentiality. In carrying out the Development Program it is recognized by DSM and CUSTOMER that each may have to disclose to the other information of a business or technical nature which is proprietary and confidential to the disclosing Party (hereinafter collectively referred to as "Information"). The receiving Party agrees to hold Information in strict confidence for a period of seven (7) years from receipt and to use it only for the purposes under this Agreement. The receiving Party agrees not to disclose the Information to any Third Party unless prior written authorization has been obtained from the disclosing Party. These obligations shall not apply to: (i) Information which, at the time of disclosure, is in the public knowledge; (ii) Information which, after disclosure, becomes a part of the public knowledge by publication or otherwise, except by breach of this Agreement by the receiving Party; (iii) Information which the receiving Party can demonstrate by its written records was in the receiving Party's possession at the time of such disclosure, and which was not acquired, directly or indirectly, from the disclosing Party; (iv) Information which is lawfully disclosed to the receiving Party on a non-confidential basis by a Third Party who is not obligated to the disclosing Party or any other Third Party to retain such Information in confidence; (v) Information which results from research and development by the receiving Party independent of such disclosure as shown by competent evidence; or (vi) Information which is required to be disclosed by legal process; provided, in each case the Party so disclosing Information timely informs the other Party and uses its best efforts to limit the disclosure and maintain confidentiality to the extent possible and permits the other Party to attempt by appropriate legal means to limit such disclosure.
10. DSM Warranties. DSM shall use its commercially reasonable efforts to perform the services contemplated hereunder in accordance with the Development Program and the Development Program schedule. It is recognized and agreed by and between DSM and CUSTOMER, however, that since the services are of a developmental or research nature, there can be no guarantee that the Development Program will be successfully completed, or successfully completed within the contemplated time period, despite DSM's commercially reasonable efforts to do so. DSM shall produce the Product in accordance with the Specifications as developed for the Product in accordance with the Development Program. **THE FOREGOING EXPRESS WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY DSM.**
11. Limitation of Liability and Claims. DSM shall not be liable to CUSTOMER for indirect, incidental, special, punitive or consequential damages of any kind, including without limitation lost profits or lost business opportunity. In no event shall the collective, aggregate liability of DSM and its Affiliates and its and their respective directors, officers, employees and agents under this Agreement exceed the amount of

compensation actually received by DSM from CUSTOMER for development services (excluding costs of materials supplied by DSM) pursuant to this Agreement.

12. Force Majeure. Neither Party shall be held liable or responsible for any loss or damages resulting from any failure or delay in its performance due hereunder (other than the payment of funds due hereunder) caused by Force Majeure. As used herein, Force Majeure shall be deemed to include any condition beyond the reasonable control of the affected Party including, without limitation, Acts of God, strikes or other labor disputes, war, riot, earthquake, tornado, hurricane, fire, civil disorder, explosion, accident, flood, sabotage, lack of or inability to obtain adequate fuel, power, materials, labor, containers, transportation, supplies or equipment; compliance with governmental requests, laws, rules, regulations, orders or actions; inability despite good faith efforts to renew operating permits or licenses from local, state or federal governmental authorities; breakage or failure of machinery or apparatus; national defense requirements; or supplier strike, lockout or injunction. In the event either Party is delayed or rendered unable to perform due to Force Majeure, the affected Party shall give notice of the Force Majeure and its expected duration to the other Party promptly after the occurrence of the cause relied upon, and upon the giving of such notice the obligations of the Party giving the notice will be suspended during the continuance of the Force Majeure; provided, however, such Party shall take commercially reasonable steps to remedy the Force Majeure as soon as possible.
13. Severability. Each Party hereby expressly agrees that it has no intention to violate any public policy, statutory or common laws, rules, regulations, treaty or decision of any government agency or executive body thereof of any country or community or association of countries; that if any word, sentence, paragraph, clause or combination thereof in this Agreement is found by a court or executive body with judicial powers having jurisdiction over this Agreement or either Party hereto, in a final unappealed order, to be in violation of any such provisions in any country or community or association of countries, such words, sentences, paragraphs, clauses or combination shall be inoperative in such country or community or association of countries and the remainder of this Agreement shall remain binding upon the Parties, so long as enforcement of the remainder does not violate the Parties' overall intentions in this transaction.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands, irrespective of any conflicts of law rule which may direct or refer such determination of applicable law to any other state; and if this agreement were performed wholly within the Netherlands.
15. U.N. Convention. Notwithstanding anything herein to the contrary contained in this Agreement, the United Nations Convention on Contracts for the International Sale of Goods shall have no application to, and shall be of no force or effect with respect to this Agreement or the matters herein set forth or contemplated.
16. Waiver. Neither Party's waiver of any breach or failure to enforce any of the terms and conditions of this Agreement, at any time, shall in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.
17. Exhibits, Schedules and Attachments. Any and all exhibits, schedules and attachments referred to herein form an integral part of this Agreement and are incorporated into this Agreement by such reference.
