

These terms and conditions (“**Agreement**”) are the only terms under which Sumitomo Chemical (UK) plc (“**Sumitomo Chemical**”) provides Samples, and they supersede all other terms and conditions relating to their subject matter. In this Agreement, (i) “**Recipient**” means the company whose details are in section 1 of the Sample Request Form signed by it; a “**Party**” is either Sumitomo Chemical or Recipient (as the case may be), and the “**Parties**” are Sumitomo Chemical and Recipient.

## 1. INTERPRETATION

Unless additionally provided elsewhere in this Agreement, the following capitalized terms shall have the meanings shown below:

“**Affiliate**” means, in relation to a Party, any entity which, directly or indirectly: (i) controls that Party, (ii) is controlled by a Party, or (iii) is under common control with that Party; in each case where the term “control” means (a) possession, directly or indirectly, of at least 50% of the voting equity of another entity (or other comparable interest for an entity other than a corporation), or (b) the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting rights (including but not limited to shares), by contract interest or otherwise.

“**Confidential Information**” means: (i) any and all technical and non-technical information, data, or know-how relevant to the Sample, as well as any business, financial, customer and product development plans, data, forecasts, strategies and information disclosed by one Party to the other pursuant to, and for the purposes of, this Agreement, which is: (a) if disclosed in writing or other tangible form, labelled with the legend “Confidential” (or comparable legend) at the time of disclosure; or (b) if disclosed orally, identified as confidential at the time of oral disclosure and within 30 days after such disclosure set forth in writing, clearly designated “Confidential” (or comparable legend) and forwarded to the Party receiving such information; (ii) the Sample; or (iii) any confidential information as defined under the NDA.

“**Invention**” means any discovery or invention arising from Recipient’s use of Sumitomo Chemical’s Confidential Information, whether or not patentable, where such discovery or invention is equivalent to or an alternative or otherwise could compete with the active substance(s) or products contained in the Sample as the case may be.

“**NDA**” means any confidentiality agreement agreed between the Parties from time to time.

“**Purpose**” means the purpose describe in section 3 of the Sample Request Form.

“**Sample**” means any and all samples in section 3 of the Sample Request Form.

“**Sample Request Form**” means the form in the format provided by Sumitomo Chemical and fully completed by Recipient and attached to or enclosed with this Agreement, or with a clear URL reference to the Sumitomo Chemical website in which a copy of this Agreement is located, and which shall form a part of this Agreement.

## 2. SAMPLE PROVISION

2.1. Recipient’s request for the Sample constitutes an offer by Recipient to receive and use the Sample in accordance with this Agreement. Recipient shall ensure that the terms of the Sample Request Form and any applicable specification of the Sample submitted by Recipient are complete and accurate.

2.2. Recipient’s presentation of a completed and accurate Sample Request Form is solely an offer. This Agreement shall only be deemed formed once Sumitomo Chemical, in writing, informs Recipient that it has accepted to supply the Sample, and the date in

which Sumitomo Chemical informs Recipient of its acceptance of Recipient’s offer shall be this Agreement’s effective date.

2.3. In relation to the subject matter of this Agreement, Recipient waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of Recipient that is inconsistent with this Agreement.

2.4. Where Sumitomo Chemical chooses to accept the offer of Recipient, Recipient’s acceptance to abide to all obligations imposed on it under this Agreement shall be deemed valid consideration.

2.5. Time of supply of Sample is not of essence.

## 3. CONFIDENTIAL INFORMATION

3.1. Recipient undertakes to treat and protect all Confidential Information received in accordance with the provisions of this Agreement with the same degree of care (but in any event no less stringent than a reasonable duty of care) with which it treats and protects its own confidential information against public disclosure.

3.2. Recipient shall not disclose Confidential Information of Sumitomo Chemical to any third party (including, without limitation, any patent authority) without the prior written consent of Sumitomo Chemical. Where such consent is granted, the disclosure shall only be made to a third party on condition that such third party undertakes to be bound by the confidential and non-use obligations set out in this Agreement.

3.3. Copies or reproductions (whether in whole or in part) of, or extracts from, the Confidential Information of Sumitomo Chemical shall not be made except as reasonably necessary in pursuit of the Purpose and all such copies and extracts shall be deemed to be the Confidential Information of Sumitomo Chemical and the property of Sumitomo Chemical.

3.4. Recipient shall not use Sumitomo Chemical’s Confidential Information for any other purposes than the Purpose.

3.5. Recipient shall limit dissemination of Sumitomo Chemical’s Confidential Information to those of its directors, officers and employees who have a need to know the same for the Purpose as if they were a party to it.

3.6. Each Party acknowledges and understands that Sumitomo Chemical’s parent company, Sumitomo Chemical Co., Ltd (“**SCC**”) and/or any one or more SCC group Affiliates (SCC or any SCC group Affiliate a “**SCC Company**”) may be the owner, co-owner or licensor of all or certain portions of Confidential Information disclosed by Sumitomo Chemical under the provisions of this Agreement and, accordingly, any breach of the terms of this Agreement by Recipient may cause loss and/or damage to one or more SCC Companies. Sumitomo Chemical warrants Recipient that, where it discloses Confidential Information belonging to a SCC Company, it has the internal authorisation required to do so pursuant to the terms of this Agreement. Where required to achieve the Purpose, Sumitomo Chemical may disclose Recipient’s Confidential Information to

- said SCC Companies and their officers and agents who need to know the same for the Purpose. Each Party agrees that an SCC Company whose Confidential Information is disclosed to Recipient has all the benefits conferred under this Agreement, including, but not limited to, the right to seek injunction and damages against Recipient, without any authorisation from either Party. Recipient acknowledges that access to SCC Company Confidential Information is the adequate and sufficient consideration to confer the rights in this **clause 3.6** to said SCC Companies.
- 3.7. Neither Party shall disclose to any third party, or publicise the existence or the content of this Agreement or the content of any discussions held or communications exchanged between the Parties hereunder without the prior written consent of the other Parties.
- 3.8. Recipient acknowledges that Sumitomo Chemical's Confidential Information contains valuable proprietary information of Sumitomo Chemical and/or its Affiliates or licensors (including, in the case of Sumitomo Chemical, SCC Companies) and that unauthorised disclosure could cause irreparable harm to Sumitomo Chemical and/or such Affiliates and licensors for which Sumitomo Chemical, its Affiliates and licensors may be entitled to seek injunctive relief without prejudice to their right to claim damages.
- 3.9. Information and samples shall not be considered to be Confidential Information if such information or samples:
- 3.9.1. is identified by Sumitomo Chemical in writing at the time of disclosure as not being confidential in nature;
- 3.9.2. is or becomes publicly known without breach of this Agreement by Recipient;
- 3.9.3. is rightfully received without restriction from a third party having full rights to disclose the same, and without breach of confidentiality obligations;
- 3.9.4. is independently developed (without the use of Sumitomo Chemical's Confidential Information) by any director, officer or employee of Recipient who had no direct or indirect access to the same, and Recipient proves this by written evidence; or
- 3.9.5. where Recipient can establish by written evidence such information or samples was rightfully in its possession at the time of disclosure by Sumitomo Chemical and had not been received directly or indirectly from Sumitomo Chemical.
- 3.10. Recipient may disclose such portions of Sumitomo Chemical's Confidential Information to a governmental agency or other legislative body or a court of competent relevant jurisdiction as is necessary in order for Recipient to comply with a legitimate order of such governmental agency, legislative body or court, provided that Recipient shall, if and to the extent lawful, give Sumitomo Chemical reasonable prior notice of the intention to make such disclosure.
- 3.11. All Confidential Information shall remain the property of Sumitomo Chemical and/or its Affiliates or licensors, as the case may be, and, upon request by Sumitomo Chemical, or upon the termination of this Agreement, Recipient shall promptly return to Sumitomo Chemical or destroy (including expunging from any computer or other storage device) all Confidential Information of Sumitomo Chemical and all information, reports, analyses, memoranda or other documents incorporating any part of the Confidential Information.
- 4. USE, ACCESS AND DISPOSAL OF THE SAMPLE**
- 4.1. Recipient shall only use the Sample for the Purpose. Save to the extent strictly required for incoming quality control of the Sample and necessary for the Purpose, Recipient shall not analyse or have analysed the Sample to determine their composition or formulation or permit or allow any third party to do so.
- 4.2. Unless otherwise authorised in writing by Sumitomo Chemical:
- 4.2.1. Recipient shall not sell, transfer, donate or otherwise make available or accessible the Sample to any third party; and
- 4.2.2. Recipient shall dispose of the Sample using all reasonable care and skills and accordingly to all local legislation and any written instruction provided by Sumitomo Chemical. Where pre-authorized by Sumitomo Chemical, Recipient may contract the disposal of the Sample as waste by an officially-licensed waste disposal contractor for proper disposal.
- 4.3. The Sample may not be used for any testing or trials on animals except with Sumitomo Chemical's prior written consent. Sumitomo Chemical may condition its consent and supply of the Sample on any requirements, guidelines, or protocols with respect to safety or efficacy based on technical review which shall be completed within 30 days of receipt, and Recipient agrees that it shall strictly follow all such requirements, guidelines, and protocols.
- 4.4. Where Sumitomo Chemical provides Recipient with technical advice or assistance, such advice or assistance is given without consideration and Sumitomo Chemical shall have no obligation or liability for such advice or assistance given or any results obtained.
- 4.5. All handling and use of the Sample shall at all times comply with all applicable country, and local laws, rules, and requirements. Recipient shall not transfer, sell or otherwise make available or accessible the Sample to a third party unless the third party is contracted to Recipient to develop or manufacture products connected to the Sample and Sumitomo Chemical has been informed and authorised such transfer.
- 4.6. Recipient acknowledges that the Sample may be hazardous, in particular (but not solely) in certain conditions or if handled without due care. Recipient undertakes that only qualified and trained persons shall handle the Sample. Recipient undertakes that it and its employees or agents shall comply with all such warnings and instructions as may be issued by Sumitomo Chemical in relation to the Sample.
- 4.7. Recipient warrants that it and its employees and agents who will manage, manipulate, transport, store, inspect, manufacture or otherwise be in direct or indirect contact with the Sample are suitably qualified to do so and properly informed of the hazards posed by the Sample.
- 4.8. Recipient shall indemnify Sumitomo Chemical and its Affiliates in full and hold Sumitomo Chemical and its Affiliates harmless from all expenses and liabilities Sumitomo Chemical or its Affiliates may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by Recipient of any of its obligations under this Agreement.
- 4.9. Recipient shall use its best endeavours to protect the Sample from access by third parties.
- 4.10. In the event of any adverse effect resulting from the handling or use of the Sample, Recipient shall immediately inform Sumitomo Chemical in writing with all pertinent details. Recipient expressly agrees to indemnify and hold Sumitomo Chemical and its affiliates harmless from and against any and all liability, penalties, damages, and costs (including reasonable legal fees) which may arise as a result of its failure to discharge this obligation or to fully comply with its

responsibilities under any applicable laws, regulations, or requirements.

- 4.11. Recipient agrees to dispose of any unused Sample safely in compliance with local regulations or if specifically requested to do so at the time of sample supply, return the unused Sample to Sumitomo Chemical.

## **5. INTELLECTUAL PROPERTY RIGHTS**

5.1. Any Invention concerning or arising from the Sample or this Agreement, including the right to file applications for intellectual property rights from such Invention, and any and all rights to such intellectual property rights, shall be the sole property of Sumitomo Chemical or, at Sumitomo Chemical's election, either the sole property of the relevant SCC Company or the joint property of Sumitomo Chemical and the relevant SCC Companies. In such instance, Sumitomo Chemical shall be automatically released from its obligations under this Agreement in respect of Confidential Information relating to such Invention.

5.2. Recipient shall not initiate nor pursue a patent filing or any other form of protection of an intellectual property right related to any Invention.

## **6. NO WARRANTY, NO REPRESENTATION**

6.1. The Sample is provided "as is". Sumitomo Chemical makes no warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

6.2. Recipient agrees to hold Sumitomo Chemical, its affiliates, officers, directors, employees, and agents harmless from any and all liability which may attach or flow from Recipient's handling or use of the Sample, and Recipient assumes all risk and liability whatsoever for any and all liability (including reasonable legal fees) resulting from the handling or use of the Sample.

6.3. Sumitomo Chemical neither assumes nor authorizes any person or party to assume for it any other liability in connection with the furnishing or the use of the Sample, and there are no agreements or warranties, either oral or written, collateral to or affecting the furnishing of the Sample.

6.4. All Confidential Information shall be supplied "as is" and no representations, warranties or other statements regarding the Confidential Information are made as to suitability for use, type conformity, processability, quality or performance and Recipient agrees that any implied warranties as to such matters are hereby excluded to the fullest extent permitted by law.

6.5. It is specifically understood by Recipient that Sumitomo Chemical does not and will not warrant that the Confidential Information and its use will not infringe any third party's intellectual property rights.

6.6. Supply of the Sample does not obligate or guarantee commercial availability of future substances or products, including those represented by the Sample.

6.7. Sumitomo Chemical makes no representations whatsoever concerning the possibility that the use of the Sample shall or shall not infringe any patent, and Sumitomo Chemical assumes no responsibility whatsoever for any alleged or determined patent infringement resulting from the use of the Sample, either alone or in combination with other substances or processes.

## **7. ETHICAL STANDARDS**

7.1. Recipient represents and warrants that it has policies, processes, systems and staff training in place relating to the:

7.1.1. prevention of bribery and full compliance with the UK Bribery Act 2010;

7.1.2. prevention of tax evasion and full compliance with

the UK Criminal Finances Act 2017;

7.1.3. prevention of money laundering and full compliance with UK Money Laundering Regulations 2017, the UK Proceeds of Crime Act 2002, and the US Patriot Act of 2001, or equivalent local legislation where Recipient is not based in the UK;

7.1.4. full compliance with sanction regimes and export controls imposed by the UK and US governments, including regulations and lists administered by UK HM Office of Financial Sanctions Implementation and the US Department of Treasury's Office of Foreign Assets Control;

7.1.5. prevention of any form of modern slavery and compliance with the UK Modern Slavery Act 2015 and the California Transparency in Supply Chains Act of 2010;

7.1.6. promotion of inclusion and diversity and prevention of any form of discrimination based on gender, race, ethnicity, national or regional origin, nationality, age, disability, sexual orientation, religion, faith or philosophical belief, political or union affiliation, marital status or family situation, and full compliance with the UK Equality Act 2010, or equivalent local legislation where Recipient is not based in the UK;

7.1.7. promotion of fair payment and work conditions to its all staff and UK-based outsourced workers, and the requirement that all its suppliers abide by the same commitment, regardless of their country of operation;

7.1.8. promotion of health, safety and wellbeing in the workplace, including full compliance with the Health and Safety at Work Act 1974, or equivalent local legislation where Recipient is not based in the UK;

7.1.9. prevention of animal cruelty and full compliance with the UK Animal Welfare Act 2006, Animals (Scientific Procedures) Act 1986 (or equivalent local legislation where Recipient is not based in the UK), and Directive 2010/63/EU on the protection of animals for scientific purposes;

7.1.10. protection of personal data of its personnel as well of its suppliers and clients, and full compliance with the EU General Data Protection Regulation ((EU) 2016/679) and the UK Data Protection Act 2018;

7.1.11. promotion and protection of fair and free competition, including prevention of price fixing, bid rigging and other practices that disadvantage consumers in the market;

7.1.12. protection and respect of confidential information and intellectual property, and assurance that disclosure of their confidential information to third parties will only be as strictly required by legislation or court order, or pursuant to express, prior written agreement of the parties involved;

7.1.13. prevention of any act, action, transaction, investment, undertaking or activity that conceals or attempts to conceal the identity, source or destination of the proceeds, or that could otherwise obfuscate or affect its compliance with any of the above; and

7.1.14. assurance that all suppliers and clients, whether through negotiated agreements or general terms and conditions of procurement and sales abide by similar or stricter ethical and compliance standards.

## **8. GENERAL**

8.1. Nothing in this Agreement shall exclude, limit or replace the protection granted to any confidential information disclosed under an NDA.

- 8.2. Notwithstanding the expiration or termination of this Agreement, the provisions of **clause 2** shall survive and continue for a period of 5 years from the date of such expiration or termination. In addition, the provisions of **clauses 2, 3.11, 5, 6 and 7** shall survive any expiration or termination of this Agreement without limitation.
- 8.3. In case of conflict between the terms of this Agreement and any previous agreement between the Parties involving the same subject matter, the terms of this Agreement shall prevail.
- 8.4. Recipient shall not assign or delegate this Agreement or any of its rights or duties under this Agreement without the prior written consent of Sumitomo Chemical. No such assignment by Recipient shall be valid unless conducted by way of a novation agreement signed by the transferee and Sumitomo Chemical. No assignment shall relieve Recipient of its obligations accrued under this Agreement prior to the assignment. This Agreement shall enure for the benefit of, and shall be binding on the Parties and their successors and permitted assignees of the assigning Party.
- 8.5. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of England Wales, exclusively. Each Party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.
- 8.6. This Agreement constitute the entire agreement between the Parties regarding the subject matter hereof. Recipient agrees that there are no representations, warranties, oral agreements or other written agreements relating to the subject matter of this Agreement. Amendments, modifications and additions to this Agreement shall be valid only if in writing and duly signed by an authorised representative of each of the Parties.
- 8.7. Nothing in this Agreement is intended to operate to limit or exclude the liability of a Party for (i) fraud; or (ii) death or personal injury caused by that Party's negligence.
- 8.8. Save for the rights reserved to SCC Companies as set out in **clause 3.6**, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to it.
- 8.9. The invalidity or unenforceability of any part of this Agreement for any reason whatsoever shall not affect the validity or enforceability of the remainder. The invalid provision shall be modified to the extent possible so to reflect its original intent or, where such is not possible, deleted.
- 8.10. The failure by either Party at any time or for any period to enforce any provision of this Agreement shall not constitute a waiver of the same and shall not affect its right later to enforce such provision or any other provision.