

PURCHASE ORDER - TERMS AND CONDITIONS

1. Applicability.

1.1 These terms and conditions of purchase (these "**Terms**") shall govern the purchase of the goods ("**Goods**") and services ("**Services**") by the Pivot Bio entity issuing the Purchase Order ("**Buyer**") from the vendor named on the Purchase Order ("**Vendor**"). As used herein, Goods and/or Services include, to the extent applicable, any intellectual property or other work product, software, programs, computer code, documents or other items developed for Buyer by Vendor or its agents or subcontractors in connection with this PO ("**Deliverables**"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent inconsistent with these Terms.

1.2 The accompanying Purchase Order including any attachments (the "**PO**"), these Terms, and any written contract signed by both parties covering the purchase of the Goods and/or Services (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Vendor's general terms and conditions regardless of whether or when Vendor has submitted its sales confirmation or such terms. This Agreement expressly limits Vendor's acceptance to the terms of this Agreement, unless otherwise agreed upon in writing by both parties. Fulfillment of or other performance under this PO constitutes acceptance of these Terms. Vendor accepts a PO in the language it is written in and, to the extent that any such right exists, waives its statutory right to a translation of the terms hereof into another language.

2. Delivery/Performance.

2.1 Vendor shall deliver the Goods in the quantities and on the date(s) specified in the PO or as otherwise agreed in writing by the parties (the "**Delivery Date**"). If Vendor fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Vendor and Vendor shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Vendor's failure to deliver the Goods on the Delivery Date.

2.2 Vendor shall deliver all Goods to the ship-to address specified in the PO (the "**Delivery Point**") during Buyer's normal business hours or as otherwise instructed by Buyer. Vendor shall pack all goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition.

2.3 Vendor shall provide the Services to Buyer as described and in accordance with the specifications and terms of this PO and in accordance with the terms and conditions set forth in this Agreement.

2.4 Vendor acknowledges that time is of the essence with respect to Vendor's obligations hereunder and the timely delivery of the Goods and Services.

3. Quantity. If Vendor delivers less than the quantity of Goods and/or Services ordered, Buyer may reject all or any excess Goods and/or Services. Any such rejected Goods and/or Services shall be returned to Vendor at Vendor's sole risk and expense. If Buyer does not reject the Goods and/or Services, and instead accepts the delivery of Goods and/or Services at the reduced quantity, the Price for the Goods and/or Services shall be adjusted on a unit pro-rata basis.

4. Shipping Terms. Delivery shall be made FOB Delivery Point and in accordance with the terms of the Agreement. The PO number must appear on all shipping documents, shipping labels, invoices, correspondence, and any other documents pertaining to the PO.

5. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point.

6. Inspection and Rejection of Nonconforming Goods and/or Services. Buyer has the right to inspect the Goods and/or Services on or after the Delivery Date and reject them if Buyer determines the Goods and/or Services are nonconforming, defective, or fail to conform to the requirements of the Agreement. If Buyer rejects any portion of the Goods and/or Services, Buyer has the right, effective upon written notice to Vendor, to: (a) rescind this Agreement in its entirety; (b) accept the Goods and/or Services at a reasonably reduced price; or (c) reject the Goods and/or Services and require replacement of the rejected Goods and/or Services. If Buyer rescinds this Agreement, Vendor shall refund all fees paid by Buyer with respect to such Goods and/or Services within fifteen (15) days of Buyer's notice. If Buyer accepts the Goods and/or Services at a reasonable reduced price, Vendor shall refund all fees paid above the reduced price within fifteen (15) days of Buyer's notice. If Buyer requires replacement of the Goods and/or Services, Vendor shall, at its expense, promptly replace the nonconforming or defective Goods and/or Services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Vendor fails to timely deliver replacement Goods and/or Services, Buyer may replace them with goods and/or Services from a third party and charge Vendor the cost thereof and terminate this Agreement for cause pursuant to Section 16. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Vendor's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Vendor has carried out its remedial actions.

7. Price. The price of the Goods and Services is the price stated in the PO (the "**Price**"). If no price is included in the PO, the Price shall be the price set out in Vendor's published price list in force as of the date of the PO. Unless otherwise specified in the PO, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees

and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

8. Payment Terms. Vendor shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with this Agreement. Vendor shall specifically be listing any applicable sales, use or similar taxes on invoices with a proper breakdown between taxable and non-taxable Goods and/or Services. Vendor shall include the PO number on all invoices and send them via email at billing@pivotbio.com. Buyer shall pay all properly invoiced amounts due to Vendor within 60 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. Except as otherwise agreed by Pivot Bio in the Agreement, all payments hereunder must be in US dollars. Pivot Bio is not obligated to pay any invoices not submitted in accordance with this Agreement. Payment of invoices by Buyer does not constitute acceptance of the Goods and/or Services. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Vendor against any amount payable by Buyer to Vendor under this Agreement. In the event of a payment dispute, Buyer shall deliver a written statement to Vendor on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section. The parties shall seek to resolve all such disputes expeditiously and in good faith. Vendor shall continue performing its obligations under this Agreement notwithstanding any such dispute.

9. Vendor's Obligations. Vendor shall:

9.1 before the date on which the Services are to start or Goods are delivered, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents, and comply with all relevant laws and regulations applicable to the Goods and/or provision of the Services, including without limitation, applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. Vendor will not engage in any conduct that would cause Buyer to violate any laws or regulations.

9.2 comply with all rules, regulations and policies of Buyer, including code of conduct, security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Buyer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

9.3 maintain complete and accurate records and internal controls relating to the provision of the Services or delivery of Goods under this Agreement, including records of the time spent and materials used by Vendor in providing the Services in such form as Buyer shall approve. Upon Buyer's written request, Vendor shall allow Buyer to inspect and make copies of such records and interview Vendor personnel in connection with the provision of the Services or delivery of Goods;

9.4 obtain Buyer's written consent, which shall not be unreasonably withheld or delayed/which may be given or withheld in Buyer's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Vendor, other than Vendor's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Buyer's approval shall not relieve Vendor of its obligations under the Agreement, and Vendor shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Vendor's own employees. Nothing contained in this Agreement shall create any contractual relationship between Buyer and any Vendor subcontractor or supplier;

9.5 ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Vendor, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

9.6 ensure that all of its equipment used in the provision of the Services and/or delivery of Goods is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer; and

9.7 meet the highest standards prevalent in the industry or business most closely involved in providing the Goods and/or Services required under the Agreement (the "Standard of Care"). Buyer shall be the sole judge of the adequacy of the Goods and/or Services received. If the Buyer determines that any Goods and/or Services are not in conformity with the terms and conditions of this Agreement, including the Standard of Care, the Buyer shall advise the Vendor who shall, except as otherwise provided in this Agreement, immediately correct at its own cost and expense the inadequate Goods and/or Services.

10. Change Orders. Buyer reserves the right at any time to change a PO in writing, and if such change causes an increase or decrease in price or delivery of Goods and/or Services, an equitable written adjustment shall be made.

11. Representations and Warranties.

11.1 Vendor warrants to Buyer that all Goods and Services will: (i) be free from any defects in workmanship, material and design; (ii) conform to applicable specifications and other requirements set forth in this Agreement; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests or other encumbrances; and (vi) not infringe or misappropriate any third party's patent or other intellectual property rights; (vi) not contain any malicious or hidden mechanisms that may damage or corrupt the Deliverables. These warranties survive any delivery, inspection, acceptance, or payment for the Goods and/or Services by Buyer.

11.2 Vendor warrants to Buyer that: (i) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) there is no matter or dispute pending or threatened against Vendor that would adversely affect its ability to fulfill its obligations under this Agreement; (iii) the entering into and the performance of this Agreement does not violate the terms and conditions of any other agreement or contract or any legal obligation; (iv) it will comply with all applicable laws and regulations.

11.3 The warranties set forth in this Section 11 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Vendor notice of noncompliance pursuant to this Section, Vendor shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Vendor and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) correct or re-perform the applicable Services.

12. Intellectual Property. Except as provided below, upon full and final payment to Vendor under this PO, any Deliverables will become the property of Buyer, and to the extent necessary, Vendor thereby assigns all right, title and interest in and to the Deliverables to Buyer. Vendor agrees to execute and deliver any and all papers necessary to reflect Buyer's interest in the Deliverables. To the extent that any intellectual property right owned by Vendor relates to or is incorporated in any of the Deliverables, Vendor hereby grants Buyer, upon full and final payment to Vendor, a worldwide, perpetual, royalty-free, fully paid-up, non-exclusive license to use such intellectual property right for its business purposes. Vendor further agrees that any invention or discovery, whether patentable or not, made or conceived by its employees or contractors assigned to provide services hereunder, which relates to the business of Buyer, shall be the property of Buyer, as shall any invention made or conceived by any employee or contractor of Vendor which is at least partially based on Buyer Confidential Information, as that term is defined in this PO. All materials developed by Vendor, its employees or contractors pursuant to this PO, in any form, shall be considered works for hire and all rights to such materials, including the copyright, shall belong to Buyer.

13. Work for Hire. Vendor acknowledges and agrees that, unless expressly specified in a PO, all Deliverables shall be considered "work for hire" and the exclusive property of Buyer. To the extent such work may not be deemed a "work for hire" under applicable law, Vendor assigns to Buyer all its right, title, and interest in and to such work.

14. Insurance and Indemnification. The work shall be performed entirely at Vendor's risk. Vendor warrants and represents that, at its own expense, it has or shall obtain appropriate and sufficient insurance with a reputable insurance company to cover the activities of Vendor contemplated under this PO. The availability of insurance or applicable deductibles will not limit Vendor's liability, or

relieve Vendor of any liability of financial responsibility, under this PO. Upon Buyer's request, Vendor shall provide Buyer with a certificate of insurance for all insurance coverage. It is expressly understood that Buyer does not, in any way, represent that the amount of insurance obtained by Vendor is sufficient or adequate to protect Vendor's interests or liability. Vendor will indemnify and hold harmless Buyer from any and all liability, losses, costs, damages, or expenses, including reasonable attorney's fees and costs, resulting from or arising out of third party demands or claims against Buyer relating to any of Vendor's actions including, but not limited to performance or non-performance under this PO. Without limiting the foregoing, if Buyer's use of any Services or Goods furnished under this PO is enjoined or threatened to be enjoined, Vendor shall, at Buyer's discretion: (a) procure for Buyer the right to continue using the Services of Goods in the manner contemplated by this PO; or (b) replace or modify the Services or Goods so that Buyer's use becomes non-infringing, provided that such replacement or modification is functionally equivalent to the original and all specifications continue to be met. Any modified or replacement Services or Goods will be subject to the indemnity obligations set forth herein.

15. Limitation of Liability. Buyer's liability for breach of this PO shall not exceed the amounts paid and payable to Vendor under this PO. Buyer shall not be liable for any indirect, incidental, special, or consequential damages, including, but not limited to, Vendor's loss of actual or anticipated profits arising out of, or arising from, this PO or from the performance, suspension, termination, or breach hereof.

16. Termination. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Agreement with immediate effect upon written notice to the Vendor, either before or after the acceptance of the Goods or the vendor's delivery of the Services, if Vendor has not performed or complied with any of these Terms, in whole or in part. Further, Buyer may immediately terminate this PO, in whole or in part, without cause. Termination is effective upon written notice. If Buyer terminates the Agreement for any reason, Vendor's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination.

17. Waiver. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof.

18. Confidential Information. All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Vendor, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be

disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Vendor shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Vendor at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

19. Personally Identifiable Information. As used herein, “**Personally Identifiable Information**” or “**PII**” means any information related to a natural person who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, or other information pursuant to an applicable law or regulation. Vendor represents and warrants that its use and processing of PII will comply with all applicable laws, including without limitation, applicable data protection laws, and it will not engage in any activity related to PII that would place Buyer in violation of or otherwise cause Buyer to violate any applicable law or regulation. Vendor shall process or otherwise use applicable PII only as necessary to perform its obligations under this Agreement.

20. Data Security and Data Breach. In the event that Vendor discovers or is notified of a breach, potential breach of security, or security incident, Vendor shall immediately (i) notify Buyer of such potential, suspected, or actual security breach, whether or not such breach has compromised any of Buyer’s confidential information; (ii) investigate and promptly remediate the effects of the breach, whether or not the breach was caused by Vendor, (iii) cooperate with Buyer with respect to any such breach; (iv) comply with all applicable privacy and data protection laws governing Buyer’s or any other individual’s or entity’s PII or other data; and to the extent such breach was caused by Vendor, provide Buyer with reasonable assurances satisfactory to Buyer that such breach, potential breach, or security incident shall not recur. Vendor shall provide documentation to Buyer evidencing the length and impact of any breach. Any remediation of any such breach will be at Vendor’s sole expense.

21. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades; (f) national or regional emergency; (g) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice promptly of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

22. Assignment. Vendor shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Vendor of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Vendor's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets.

23. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

25. Governing Law. For Goods and/or Services provided to Pivot Bio in the United States, all matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule of any jurisdiction. For all other Goods and/or Services, the PO is governed by and subject to the laws as noted in Table 1 below.

26. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the PO or to such other address that may be designated by the receiving party in writing.

27. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Amendment and Modification. This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

Table 1:

Jurisdiction	Governing Law
Brazil	Brazil
United States and any other countries	United States and of the State of Delaware