

FLASH THERAPEUTICS GENERAL TERMS AND CONDITIONS OF SALE

Article 1: Purpose

The purpose of these general terms and conditions of sale is to provide the rights and obligations of Flash Therapeutics and the Purchaser for any sale of goods and related services. Unless otherwise provided between Flash Therapeutics and the Purchaser in a specific agreement, the Purchaser shall conform to these general terms and conditions of sale applicable to their commercial relationship.

As a consequence, the Purchaser shall not apply its own general terms and conditions of purchase that would not be consistent with these general terms and conditions of sale.

Article 2: Definitions

Given the very specific characters of the Products and the field of activity of Flash Therapeutics, the following definitions are given so as to avoid any misunderstanding in applying these terms and conditions of sale:

“**Affiliated**” refers to any company, enterprise or entity which is, in law or in fact, directly or indirectly, either under control of Flash Therapeutics or under control of an entity within a group of companies comprising Flash Therapeutics or controls Flash Therapeutics, “control” meaning any belonging of a majority of the voting rights in the general meetings of any entity whatsoever.

“**Purchase Order**”: refers to the commercial document and its standardized form agreed between the Parties, in which the Purchaser specifies the details of the order placed under the Contract.

“**Purchase**”: refers to any product purchase made by the Purchaser to Flash Therapeutics under this Contract. The Purchase is solely achieved by the Purchase Order.

“**Knowledge**”: refers to any technique, technology, know-how, information used by Flash Therapeutics, improvement that can be made to the Products, and any discovery or invention that can be developed during production or preparation of the Products.

“**General Terms and Conditions of sale**”: refers to the General Terms and Conditions of sale in force by Flash Therapeutics in his normal process for sales of Products.

“**Confidential Information**”: refers to any information or written, oral, electronic or graphical data. Confidential Information may include but is not limited to technical, legal, financial, commercial, strategic data, pre-clinical, clinical, production or research information or any other information whatsoever concerning the know-how, samples, ideas, concepts, specifications, patents, patent applications, manufacturing processes, formulations, methods, specification notes related to either Party’s field of activities as above mentioned and communicated by one Party (the Addressing Party) to the other Party (the Addressee Party) while performing this Contract.

The information must be designated as Confidential at the time of their disclosure by the Addressing Party with the mention “Confidential” or when being visually or orally disclosed to the Addressee Party provided that the confidentiality is mentioned. Sequences issued from genome sequencing are excluded from Confidential Information.

“**Biological Material**” refers to the plasmids provided by the Purchaser, more particularly the plasmid with the sequence of interest, in the context of the purchase of a Custom Product.

“**Product**” refers to integrative or non-integrative (LentiFlash technology) lentiviral particle issued from the manufacturing process of Flash Therapeutics in any expression cassette whatsoever (sponsor, sequence of interest, regulating or stabilizing sequence), including the certificates, analyses reports along with the related documents. A product designates either a “standard product” or a “Custom product”.

“**Custom Product**” refers to a Product containing a custom-made expression cassette manufactured from the sequence of interest provided or wished by the Purchaser, sold as a whole batch knowing that a Custom Product may be sold as a portion of a batch if this has been expressly agreed between the Purchaser and Flash Therapeutics.

“**Standard Product**” refers to a Product designed by Seller (the expression cassette is predefined), available in small aliquots, the list of the Standard Products being available on the website www.flashtherapeutics.com

Article 3: Interactions between the Parties

The Parties represent that a technical and commercial exchange may punctually occur between them prior to any order so that the Purchaser may determine precisely his requirements with regards to the Products and the practical and/or financial conditions of his Order.

Flash Therapeutics shall make his best efforts to determine and qualify in a professional manner the requirements of the Purchaser. However, Flash Therapeutics shall not be responsible for any counsel obligation or intellectual service toward the Purchaser. Should such a service be duly requested by the Purchaser, Flash Therapeutics shall offer his counsels and/or services subject to a distinctive contractual framework and specific terms and conditions.

In case Flash Therapeutics offers counsels to the Purchaser for the requirements of an Order, the Purchaser shall remain solely responsible for such an Order and agrees to act in respect of his means and needs such as assessed and quoted previously.

The Purchaser shall not be given the right to refer to any interaction with Flash Therapeutics to establish his responsibility and/or to contest an Order. The Purchaser shall be solely responsible for the selection, destination and use of the ordered Products. The obligations of Flash Therapeutics are limited to the delivery of the right quantity and quality of the Products as ordered by the Purchaser.

Article 4: Price of the Products

Flash Therapeutics is only committed by the selling price applicable to a Product or a Custom Product ordered by the Purchaser.

The selling price of a Product refers to its price excluding tax and is applicable to the effective order of the Product or Custom Product by the Purchaser. The selling price does not include the packaging costs, transport costs, delivery costs and/or return costs of the Product.

Flash Therapeutics shall be free to yearly modify the prices indicated in the documentation provided to the Purchaser.

Article 5: Order of the Products

5.1 Methods of ordering

Any order must expressly refer to a prior quote of Flash Therapeutics.

Flash Therapeutics' quote is valid during a defined period or during ninety (90) days following the issue of the quote.

For any commercial transaction, the Purchaser shall send to Flash Therapeutics (sales@flashtherapeutics.com) a Purchase order or any other similar document referring expressly to the quote of Flash Therapeutics.

5.2 Modification of the orders

After issuance by the Purchaser, the order shall not be modified or canceled without the prior written consent of Flash Therapeutics.

In case of modification of an order, the Parties agree that the amount of the indemnification of Flash Therapeutics by the Purchaser will not be less than Flash Therapeutics' costs related to the steps of production already performed by Seller. Flash Therapeutics shall immediately send an invoice to the Purchaser specifying the total payable amount with regard to the indemnification along with the related details. The Purchaser shall pay upon receipt of the invoice.

In case of cancelation of an order, the amount of damages shall correspond to the down payment made by the Purchaser.

Article 6: Biological Material provided by the Purchaser

For any Custom Product order, the Purchaser may provide Flash Therapeutics with Biological Material such as the plasmid comprising the sequence of interest. The Purchaser is and shall remain the owner of the Biological Material.

Flash Therapeutics will be in charge of the storage, conservation, handling and use of the Biological Material.

Article 7: Sub-contracting

Flash Therapeutics will be free to sub-contract the performance of certain production steps to the exclusion of all the phases of the preparation and production.

In any case, Flash Therapeutics shall remain the sole contact person of the Purchaser and shall remain solely responsible for the performance of the operations and obligations as a whole.

Sub-contracting some of the production steps shall not create any contractual relationship between the Purchaser and sub-contractors.

Article 8: Quality of the Products

Flash Therapeutics shall make his best efforts so that the quality of the Products meets the standards and principles of the biotechnological industry at the time of their manufacturing.

The Products shall be manufactured in compliance with the state of the art and good practices and with the applicable directives, laws and regulations.

Flash Therapeutics guarantees the Quality of the Products. “**Quality**” refers to the quantity of Transduction Units (TU) or the quantity of Physical Particles (PP) depending on the nature of the Product as determined by the titration method defined by Flash Therapeutics. “**Transduction Unit**” refers to an integrative vector likely to generate integration events of the sequence of interest transferred by the Product in the genome of standard reference permissive cells (HCT116 or HEK293T cells). “**Physical Particle**” refers to any structure consisting of p24 viral capsid protein obtained during the production phase.

In case of non-compliance of the Quality of the Product, Flash Therapeutics shall replace the non-compliant Product without any indemnification to the Purchaser.

Flash Therapeutics shall not accept any Product return without prior authorization.

Article 9: Delivery of Products

9.1 Delivery time

The delivery times mentioned in Flash Therapeutics’ quotes and Purchase orders are indicated for information, in accordance with Flash Therapeutics’ anticipated planning for manufacturing and the logistic schedule provided by the transport operator.

Flash Therapeutics commits to implement the necessary means so that the Products are received by the Purchaser in due time. He shall inform the Purchaser of any difficulty or incident likely to occur during the transport that may delay the Product’s delivery.

9.2 Delivery of Products

The delivery of Products shall comply with the legislation and regulation applicable to packaging, both in France and in Europe, labeling and transportation of biological materials, UN3373 / Class 6.5: non infectious biological substance Category B / P.I. & IATA : 650 ; and UN1845 / Class 9 : dry ice / P.G. III / P.I. & IATA : 954.

Accordingly, any delivery of Products shall be made by a professional transport operator of biological materials, more particularly regarding the infectious risk, selected by Flash Therapeutics, who will be the only decision maker.

The Purchaser agrees with the logistical organization along with the delivery methods put in place by Flash Therapeutics. He shall not interfere nor intervene in any manner whatsoever with the transport operator or any service provider involved in the delivery.

The Purchaser shall promptly provide Flash Therapeutics any information relating to the receipt of the Order that may be useful for Flash Therapeutics to monitor the delivery in the best conditions and in the common interest of the Parties.

9.3 Risk transfer

The risk transfer of the sale occurs according to Incoterm “delivered at place” (delivery address of the Purchaser) Incoterms 2010;

Flash Therapeutics shall bear the risks of damage and loss that Products may suffer until delivery.

The Purchaser shall bear the risks of damage and loss that Products may suffer as from delivery.

Article 10: Receipt of products

The Purchaser shall verify the quantity and the good state of the Products as soon as he receives the Products and shall inform Flash Therapeutics no later than three (3) business days following the receipt date as stated by the delivery note issued by the transport operator.

In case of non-conformity, Flash Therapeutics shall replace said Products with no indemnification to the Purchaser.

Flash Therapeutics shall not accept any Product return without prior authorization, this being expressly recognized and accepted by the Purchaser.

Article 11: Invoicing and payment of Products

11.1 Invoicing of Products

Any invoice related to an order shall mention the applicable price excluding tax of each Product along with the price excluding tax of the order as a whole, the applicable VAT amount of each Product along with the VAT amount of the order as a whole and the full amount of costs for the packaging, transport and delivery of Products.

For Custom Products, a down payment invoice shall be sent by Flash Therapeutics to the Purchaser at the time of the Purchase and in accordance with the quote whose amount shall be adjusted should a gene synthesis be requested.

Flash Therapeutics may issue intermediate invoices if he considers that the production process and the financial amounts involved justify such invoicing. Flash Therapeutics shall issue the invoices at the end of a phase of production.

For Standard Products, a detailed invoice shall be addressed by Flash Therapeutics to the Purchaser concomitantly with the shipment of the Products.

11.2 Payment of Products

The total price including all taxes and additional costs related to the Products as mentioned on Flash Therapeutics' quote must be paid according to the following invoicing conditions:

The Parties agree to depart from the payment rule of thirty (30) days following the receipt of goods which is the common rule provided by article L 441-6 of French commercial code. The invoices shall be paid by the Purchaser within thirty (30) days following their issuance by Flash Therapeutics.

The payment will be made as stated by the Parties, it being specified that the full payment of an order shall not be considered as effective until Flash Therapeutics has received the funds in Euros and has obtained their availability.

If costs, taxes, interests, commissions or other charges are owed based on a payment, the Purchaser will bear such charges whatever their nature. He shall not be able to minor the amount of the payment of the Purchase order as a consequence.

It is agreed that any sum still payable to Seller within the payment term shall, without formal notice, give right to the payment of late penalties, the applicable rate of which being provided by the European Central Bank, raised by ten per cent (10 %) points.

Any late payment shall give right in addition to any indemnification and interest that could be obtained from the Purchaser, to the suspension of current orders with the Purchaser until he gets the payment of all sums due in consideration of any unpaid order.

This Contract might be terminated as provided for below despite the above-mentioned provisions.

Flash Therapeutics may decide not to enforce any or several sanctions related to late payment or payment failure whether partial or total. In such a case, Flash Therapeutics may request from the Purchaser the payment under specific terms and conditions.

The Parties agree that such a decision shall not entail any waiver, suspension or modification of Flash Therapeutics' rights and the Purchaser's obligations.

Article 12: Ownership of Products and knowledge

12.1 Ownership of Products

Subject to the full payment of the price, the Purchaser shall become the owner of the Products and shall be free to use them as of receipt in his premises.

The order shall not confer any right to the Parties to the content of the Products which is free of access and use. Flash Therapeutics shall remain free to use said publicly available content without the prior authorization of the Purchaser, who will also be free to use them.

12.2 Ownership of knowledge

The Order, payment, transport, delivery and transfer of ownership of Products shall not give any right to the Purchaser to Seller's Knowledge.

Article 13: Use of Products

13.1 Good practices

The Purchaser shall carefully respect the recommendations of the technical documentation provided by Flash Therapeutics for the use of the Products.

Should the Products be delivered without technical documentation or should the Purchaser have unanswered questions about the technical use of the Products, the Purchaser shall contact Flash Therapeutics without delay.

13.2 Methods of use

The Purchaser agrees not to use the delivered Products on human beings and shall use them in his premises only with the right level of containment and security. He will be sole responsible of any breach of the terms of use, which he recognizes and accepts.

The Products delivered to the Purchaser contain patented technologies which must be used for research purposes only in accordance with the End User Rights provided by Flash Therapeutics to the Purchaser on the website <https://www.vectalys.com/technical-resources/end-user-licence-agreement/>.

For any other use such as the use for commercial purposes, combination, inclusion or incorporation of a Product with another biological material for commercial purposes, the Purchaser shall contact the owners of the technology rights contained in the Product

It is expressly forbidden to the Purchaser to proceed to modifications or transformations on the delivered Products without the prior written consent of Flash Therapeutics.

Article 14: Confidentiality and communication

Both Parties shall use the Confidential Information only for the needs of the performance of this Contract. Either Party shall make its best efforts to protect, even after termination of this Contract, the Confidential Information and shall not disclose them to third parties without the prior written consent of the other Party.

Both Parties shall Keep confidential the existence, nature and content of this Contract and the related orders; use the Confidential Information of the other Party only for the needs of the performance of the Contract; inform the other Party of any loss of Confidential Information.

Flash Therapeutics shall not disclose to third parties or publish any information relating to the purpose and use of the delivered Products to the Purchaser without his prior written consent.

The Purchaser may communicate or publish any research on Products or Custom Products subject to mentioning Flash Therapeutics and to keep him informed about the communication in providing him with the related content and supports.

The Purchaser agrees to be referenced in Flash Therapeutics' commercial documentation whether through a reference or use of his name and/or logo.

Both Parties shall request their respective agents, contractors, subcontractors, consultants, directors, employees and any other partner to comply with this confidentiality obligation and shall take any appropriate measure to ensure that people will keep their commitments.

The Addressee Party shall not be bound by such an obligation if it can be proved that the Confidential Information:

- Were known and made public before their disclosure or became known and made public afterwards without any fault of the Party;
- Were already in its possession at the time of communication by the other Party;
- Were legally provided by authorized third parties;
- Were the result from internal developments;
- Were used or disclosed with the prior written authorization of the addressing Party;
- Were disclosed by virtue of a legal provision or a decision of a court or the administration subject to the prior information of the addressing Party by the addressee Party who shall take all appropriate measures to keep the Confidential Information secret.

The confidentiality obligation shall be applicable while performing this Contract and for 5 (five) years following its termination.

Article 15: Purchaser's liabilities

The Purchaser shall be sole responsible for the storage, preservation and use of the Products delivered by Seller. The Purchaser shall be responsible for the risks that could result from the use of Products, such as injuries, disability, death, material or physical damage, and any other loss or damage resulting from the use, trials or handling of Products.

The Purchaser understands that (i) some Products are Genetically Modified Organisms (GMO), (ii) the use, storage and elimination of some Products may necessitate a prior authorization by regulatory bodies such as the “Haut Conseil des Biotechnologies”, (iii) some Products must be used in a research laboratory which complies with the appropriate security rules and with the state of the art and good practices more particularly relating to the use, storage and elimination of Products.

Article 16: Seller's liabilities and limitation of liabilities

Flash Therapeutics shall deliver to the Purchaser all information and data necessary to ensure the security and efficiency of Products.

A Material Safety Data Sheet shall be available.

Flash Therapeutics shall not be held responsible for any direct or indirect damage, economical loss and any damage or interests resulting from the use of his Products. The Purchaser shall be solely responsible for any improper use, delivered information and Products bought from Flash Therapeutics.

Flash Therapeutics shall not be held responsible for any total or partial non delivery or for any delay or loss due to force majeure or to any circumstance beyond his will even not similar to force majeure, making the delivery impossible.

In any case, the responsibility of Flash Therapeutics shall be limited to the purchase price paid by the Purchaser for the production and delivery of related Products.

Article 17: End of the contractual relationship

Either Party shall be free to terminate the Contract with a three (3) month notice period by registered mail sent to the other Party.

The Contract may also be terminated in case of non-compliance with the obligations of the other Party thirty (30) days following the receipt of a formal notice. The termination shall be effective at the end of this period, without prejudice to any damages due by the defaulting Party.

Should the Purchaser terminate the Contract, he commits to pay on the effective date any sum owed to Flash Therapeutics in consideration of any sale, delivery or other operation.

Should Flash Therapeutics terminate the Contract, he commits to perform the orders until the effective date subject to the full payment of related sums before the effective date.

In any case, the Contract shall be terminated when the parties have performed their respective obligations.

Article 18: Personal data

Flash Therapeutics declares to act in conformity with the obligations of a data controller according to the law n°78-17 dated 6th January 1978 modified by the law n° 2018-493 dated 20th June 2018 relating to information technology, records and liberties, as well as the European general data protection regulation related to the protection of natural persons for the processing of personal data and the free movement of such data.

Personal data of the employees and management team within the Purchaser transferred to Flash Therapeutics shall be used for the performance of the contract only, processed with the needed secrecy and shall not be transferred to any addressee not concerned by the commercial relationship between the parties except for the needs of the performance of the contract and in case of law order.

The employees and the management team shall have access to their personal data and shall be free to question Flash Therapeutics' data protection officer as to the methods of processing and obtain that data be rectified, completed, updated, locked or erased according to the legal provisions.

Article 19: Force majeure

Flash Therapeutics shall not be held responsible for the non-performance or the late performance of his obligations in case of force majeure as defined in Article 1218 of the French « code civil » according to which « there is force majeure when any event beyond the control of the parties that could not be reasonably anticipated while concluding the contract and whose effects cannot be avoided through appropriate means, prevent the parties from performing the contract.

Should the impediment be temporary, the performance of the obligation is suspended unless the late performance would justify the end of the contract. Should the impediment be permanent, the contract is terminated so that the parties have no longer any obligations, according to Article 1351 and 1351-1 ».

Article 20: Applicable law - Jurisdiction

These general terms and conditions of sale are governed by French law.

The Parties shall make their best efforts to resolve amicably any conflict which could arise from the interpretation and/or performance of these general terms and conditions of sale. In case of failure, the commercial court of Toulouse shall have sole jurisdiction.

Article 21: Communication to the Purchaser

These general terms and conditions of sale shall be communicated at the Purchaser's request for his professional activity according to Article L 441-6 of the French commercial code.

These general terms and conditions of sale are dated November 2018.