

**SIRION BIOTECH INTERNATIONAL, INC.**

*Terms & Conditions of Sale of Products*

*for Research Not Involving Humans (Revision 04/21/ 2020)*

These Terms and Conditions apply to orders between Sirion Biotech International, Inc. (“we” and “us”), and the buyer of products (“Buyer” or “you”) where our quotation or sales order incorporates them by reference. You may use the products in research only and not in humans in any form, as further provided in Section 9 (Limitations on Use).

1. Orders, Prices & Taxes. All orders are subject to written acceptance by us, which may be by email accepting your signed sales quotation from us or by other means. Written sales quotations expire automatically thirty (30) days from the date issued (unless otherwise stated in the quotation) and are subject to change or termination prior to your written acceptance during that period. All prices shall be as specified by us or, if no price has been specified or quoted, shall be the list price in effect at the time of purchase. All prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms or conditions which are not part of our original sales quotation. All prices are exclusive of all excise, sales, use, transfer, value added, consumption, and other taxes and duties imposed with respect to the products or their sale by any federal, state, municipal or other governmental authority (other than income tax on our income). Any such tax we may be required to collect or to pay shall be due and payable under the terms of payment in Section 2 below unless you furnish us a tax exemption certificate satisfactory to taxing authorities.

2. Terms of Payment. You will pay us the purchase price stated in the order in the currency stated in the order. If your delivery address is outside the U.S., you will pay by wire transfer to an account designated by us. Payment terms are net fourteen (14) days from date of invoice. Late payments shall be subject to interest at the lower rate of (i) 1% per month and (ii) the maximum amount permitted by law. Amounts owed by you with respect to which there is no dispute must be paid by the due date without set-off for any amounts which you may claim are owed by us and regardless of any other disagreements which may exist. We may terminate or suspend performance on any and all orders immediately upon written notice to you in the event you are late with any payment. In addition, in the event you are late with any payment (even if you make a partial payment), we may require full payment before making any subsequent deliveries on any orders. You shall pay us for all reasonable legal fees and other costs of collecting payments that are late. We will apply any partial payment first against our collection expenses, second against accrued interest, and third against the purchase price. Our acceptance of any partial payment shall have no effect on our rights.

3. Modified Product. A “Modified Product” is any product that you buy from us that includes modifications based, in whole or in part, on specifications from you or materials provided by you. You represent and warrant that any materials that you provide to us are what they purport to be, are in usable condition, and that you own them. If such materials require any special storage or handling, you must inform us in writing before we receive them and you will be responsible for any additional expense incurred in providing such storage and handling. Also before we receive the materials, you must provide us with a material safety data sheet (or similar documentation) and any other information required by applicable law or regulation on the materials. You are responsible in all respects for getting the materials to us (or our affiliate or subcontractor) in a timely manner and in good condition, including without limitation paying all packing and shipping costs, and arranging and paying for all necessary export and import licenses and duties on them and for clearing them through customs. Before shipping the materials to us (or our affiliate or subcontractor), you must obtain the delivery address from us. You are also responsible for obtaining, at your expense, any permit which we (or our affiliate or subcontractor) must have to use the materials. The risk of loss to all such materials remains with you at all times. We may dispose of any excess materials at your reasonable expense. We will use reasonable efforts to make Modified Products, but do not guarantee that we can do so.

4. Fulfillment, Delivery and Acceptance. We will provide you the products you order, subject to these Terms and Conditions. We may source any products you order from Sirion Biotech GmbH or another third party, including from outside the U.S and including by subcontracting their manufacture. All sales are Ex Works (Incoterms) our premises, unless, at our election, we deliver them to you directly from our manufacturer or supplier, in which case the sale is Ex Works (Incoterms) the premises of our manufacturer or supplier. All shipping dates are approximate only. We shall use reasonable efforts to meet requested delivery dates, but shall not be liable for our failure to do so. We may deliver early and may make partial deliveries. We may make reasonable changes to product specifications that do not materially affect the quality or performance of the products. All products shall be deemed accepted by you unless you notify us of in writing of any defects within ten (10) days after receipt in accordance with any process we have established for evaluation of alleged defects.

5. Packing, Shipping, Risk of Loss, Insurance. We will pack the product as specified in the agreed order and, in the absence of packing specifications, we will pack it in the manner determined by us. We shall choose the manner of shipping the product, including choice of carrier, unless we otherwise agree in writing. The delivery address that we specify to the carrier will be the one in the agreed order, unless we otherwise agree in writing. You will reimburse us for any packing, shipping and handling expenses we reasonably incur. Risk of loss shall pass to you when we make the product available to the carrier. It is up to you to insure against this risk of loss.

6. Export and Import of Product. It is your responsibility to arrange and pay for all necessary export and import licenses and duties on product and for clearance of product through customs, whether arising from (a) the shipment of the product from outside the U.S. or (b) your delivery address being outside the U.S. If the product will be shipped from outside the U.S., we will

notify you of the origin point in advance of shipment. If you make a written request for our assistance in making export and import arrangements and clearing customs, (x) we will provide reasonable assistance ourselves and/or through a subcontractor, and (y) you authorize us (and our affiliates and subcontractors) to provide such assistance and to execute such documentation and make such representations and warranties on your behalf as may be necessary or desirable. If the product is a Modified Product, you represent and warrant that the product is biosafety level 1 or 2, is not dual use (capable of being used for both military and non-military purposes), and will be used solely for non-military purposes, and you authorize us (and our affiliates and subcontractors) to make these representations and warranties on your behalf if you request such assistance. You will reimburse us for all reasonable expenses we incur in providing such assistance, including without limitation subcontractor charges. Under no circumstances are we required to advance any amount for any export or import license or any customs duties or for storage or impoundment or the like, but if we do, you will reimburse us.

7. Limited Warranty. As to off-the-shelf products made by us or our affiliates (or our respective contract manufacturers), we warrant that the product will substantially conform to the technical specifications for the product as provided in our online description of the product and in documentation accompanying the product, until its expiration date or, if none is stated, twelve (12) months from date of shipment of the product. As to Modified Product (as defined above) made by us or our affiliates (or our respective contract manufacturers), we warrant that the product will substantially conform to the technical specifications for the product, until its expiration date or, if none is stated, twelve (12) months from your receipt of the product. The technical specifications for Modified Products consist of the technical specifications you provide to us which we accept, if any, and our supplementary technical specifications, if any. If you claim such an off-the-shelf product or Modified Product does not conform to the applicable warranty, you must send us (or our designee) a sample for inspection, properly packed by you to preserve its condition during shipment. If we confirm the defect (using analytical methods reasonably selected by us), you must, at our election and expense, either (a) promptly return the product to us under a return-material-authorization (RMA) issued by us or (b) properly dispose of it and certify such disposal to us. Thereafter, at no extra charge, (a) as to off-the-shelf product, we will provide you with replacement product and (b) as to Modified Product, we will re-make it to conform to the applicable specifications, provided that you again supply any materials that you previously supplied. If we are unable to do so, or in our determination it is impractical for us to do so, we will refund that portion of the price you have paid for the product and your order will be deemed canceled. The foregoing warranty claims must be made by you within thirty (30) days after you discover the non-conformity, and in any event during the applicable warranty period. Our warranty will not be effective if we determine (a) with respect to any such product, whether or not a Modified Product, that you have failed to use or store the product in accordance with our instructions and/or industry standards, or have altered or misused it, or if the defect resulted from neglect or accident caused by you, or if you re-use the product or (b) with respect to such a Modified Product, that any material you provide for making or incorporation into the product is not what it purports to be, or is contaminated, or, if incorporated, fails to remain in good condition until the expiration of the warranty. As to product which is made by a third party (other than our affiliates or our respective contract manufacturers), we make no warranty whatsoever and we assign to you, if we can, whatever warranty the manufacturer made to us. THE APPLICABLE LIMITED WARRANTY IN THIS PARAGRAPH IS THE ONLY WARRANTY GIVEN BY US WITH RESPECT TO THE PRODUCT. WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. WE HEREBY SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, COURSE OF TRADE, OR INDUSTRY STANDARD, OR BY OPERATION OF LAW, OR FROM ADVERTISING, BROCHURES, PROMOTIONAL MATERIALS, PROPOSALS, DOCUMENTATION, PACKAGING, OR OTHER DESCRIPTIVE LITERATURE OR COMMUNICATIONS. IN ADDITION, AS TO MODIFIED PRODUCTS, WE ALSO DISCLAIM ANY WARRANTY OF QUALITY TO THE EXTENT THAT LACK THEREOF IS ATTRIBUTABLE TO YOUR SPECIFICATIONS OR INSTRUCTIONS. THIS PARAGRAPH REPRESENT OUR SOLE OBLIGATIONS AND LIABILITY AND YOUR SOLE REMEDY WITH RESPECT TO ANY NON-CONFORMITIES OR OTHER DEFECTS IN ANY PRODUCT. TO THE EXTENT WE PROVIDE ANY TECHNICAL ASSISTANCE OR OTHER SERVICES WHATSOEVER, SUCH SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND.

8. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, (A) OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER THIS ORDER OR WITH RESPECT TO ANY PRODUCT OR ANY OTHER MATERIALS OR SERVICES FURNISHED IN CONNECTION WITH THIS ORDER SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO US BY YOU FOR THE SPECIFIC PRODUCT OR PRODUCTS GIVING RISE TO THE CLAIM, (B) SIRION BIOTECH GMBH AND OTHER AFFILIATES OF OURS SHALL HAVE NO LIABILITY FOR ANY DIRECT DAMAGES, AND (C) IN NO EVENT WILL WE, SIRION BIOTECH GMBH, OR ANY OTHER AFFILIATE OF OURS BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR WARRANTY OF ANY KIND) FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, RELIANCE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST MATERIAL, LOST SALES OR PROFITS OR SAVINGS, AND COST OF COVER, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DELIVERY DATES AND TIMES ARE ESTIMATES ONLY AND WE WILL NOT BE LIABLE (IN CONTRACT, TORT OR OTHERWISE) FOR ANY LOSSES, EXPENSES, CLAIMS OR DAMAGES CAUSED BY AN EARLY OR LATE DELIVERY. THE DISCLAIMERS, LIMITATIONS OF LIABILITY AND REMEDY, AND DAMAGE EXCLUSIONS IN THESE TERMS AND CONDITIONS WILL APPLY REGARDLESS OF

THE SUCCESS OR EFFECTIVENESS OF ANY REMEDIES PROVIDED. THESE DISCLAIMERS, LIMITATIONS, AND EXCLUSIONS ARE REFLECTED IN THE AGREED PRICE, AND THEY REPRESENT AN AGREED ALLOCATION OF RISK BETWEEN THE PARTIES AND ARE AN ESSENTIAL PART OF THESE TERMS AND CONDITIONS.

9. LIMITATIONS ON USE.

(a) You may use our product only for research directed to your own products and services. There are two exceptions. First, if you are a contract research organization (“CRO”), you may order our product exclusively for use with a specific client and then use our product only for research directed to the client’s own products and services. Second, if you are a university, hospital, or other educational or non-profit institution, you may use our product only for non-commercial research purposes. In all cases, you may not use our product in human beings in any form whatsoever, for human therapeutic or diagnostic use. You may use our product in an animal research study only if the animals will not survive the research study. If you conduct such a study, you must maintain and handle the animals in accordance with relevant professional standards concerning the use, care and treatment of experimental animals used in laboratory research. You may not perform chemical, physical, compositional, structural, functional or other analysis of our product, or undertake deconvolution or reverse engineering with respect to our product. You may not multiply, duplicate, grow, regrow, recreate, or otherwise reproduce our product. You may not use our product to create any competitive or derivative product. You may not combine our product with other material except for permitted research purposes. You may not sell, license, transfer or distribute our product by itself or in combination with other material. You may not provide access to, or transfer, our product or any such combination to any third party, except with our prior written consent, and in either case subject to a confidentiality and non-use agreement that complies with Section 12 (Confidentiality). You may not use our product for the benefit of any third party, except expressly as provided above. In this paragraph, “our product” means any product you buy under these terms and conditions, whether or not a Modified Product and whether used in whole or in part, and to any materials derived therefrom.

(b) It is solely your responsibility to make sure the products are suitable for your particular use and to conduct any research necessary to learn the hazards involved for any of your uses of products purchased from us. You agree to comply with instructions for use of the products furnished by us, if any, and not to misuse the products.

(c) We do not submit our products for regulatory review by any government body or other organization, and we do not validate them for clinical, therapeutic or diagnostic use, or for safety and effectiveness. You are solely responsible for making sure that the way you use and dispose of the products complies with all applicable laws, regulations, governmental policies and applicable professional standards and for obtaining all necessary approvals, intellectual property rights, licenses and permissions that you may need related to your use (including disposal) of the products.

10. Limited Rights. You may not alter or remove any patent, trademark, copyright, trade secret, proprietary or other notices contained on or in the products or their packaging or accompanying documentation. You acknowledge and agree that all intellectual property rights in the products and in any technology, intellectual property and know-how of us, our affiliates, or licensors used to make or useful for the manufacture or use of the products will at all times remain vested us, our affiliates, and licensors, respectively. Unless otherwise expressly agreed in writing by us, we provide no rights to use our products in commercial applications of any kind, including without limitation fee-for-service. It is solely your responsibility to determine whether you may be required to obtain any third party intellectual property rights related to your materials or their use, your instructions, or any Modified Products.

11. Indemnification. You shall indemnify, hold harmless, and defend us and our affiliates (including Sirion Biotech GmbH and our other affiliates), and our and their respective directors, officers, employees, subcontractors, agents, successors, and assigns (each a “SBI Indemnitee”) from and against all losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) (“Losses”) arising from any third party claim, demand, assessment, action, suit, proceeding or investigation (“Claim”) arising from or related to (i) your use or modification of a product, (ii) any materials, specifications, or instructions you provide us for a Modified Product, including without limitation any claim that any such materials or specifications, or the use of them by any SBI Indemnitee to make a Modified Product for you, infringes or misappropriates any third party patent, copyright, trade secret, trademark or other intellectual property or proprietary right, (iii) any assistance we provide you under Section 6 (Export and Import of Product), including without limitation any fines or penalties imposed by any governmental agency, and/or (iv) your breach of these Terms and Conditions.

12. Confidentiality. You agree to hold Confidential Information in strict confidence, not to disclose Confidential Information to any third party, and to use Confidential Information solely for the purpose of using the products as permitted hereunder. “Confidential Information” means any proprietary, business, or technical information of us or our affiliates or licensors, including without limitation our pricing, the products themselves, and non-public technical information about the products or how to use them, disclosed or provided to you either directly or indirectly, in writing, orally, or otherwise. Confidential Information does not include information that is or becomes generally known to the public through no action on your part. You may disclose Confidential Information to your directors, employees, consultants, and contractors (collectively, “Representatives”) who need to know such Confidential Information in order for you to perform your obligations or exercise your rights under these Terms and Conditions, provided (a) that the Representatives are bound by written obligations of confidentiality and non-use with respect to the Confidential Information at least as stringent as those set forth in this Section and (b) that the you will be liable for any breach of this Section by any of your Representatives. You may disclose Confidential Information when and to the extent required by applicable laws, court order or government regulations; provided, however, that you use best efforts to provide us at least ten (10)

days prior written notice of any such disclosure and, upon request, assist us to obtain a protective order or other confidential treatment of the Confidential Information so disclosed.

13. Compliance with Laws.

(a) You shall strictly comply with all applicable governmental laws, ordinances, codes, rules, regulations and orders in your use and disposal of the products and performance hereunder, including without limitation export and import control laws and regulations. You shall not directly or indirectly use the product in violation of any law or regulation. You shall obtain all permits or licenses required in connection with the purchase, shipment, installation and use of any of the products.

(b) You represent and warrant that (i) you are not located in (or a national resident of) any country under U.S. economic embargo or sanction, not identified on any U.S. Department of Commerce Denied Persons List, Entity List of proliferation concern, on the U.S. State Department Debarred Parties List or Treasury Department Designated Nationals exclusion list, and not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs as specified in the U.S. Export Administration Regulations (15 CFR 744) and (ii) you understand and agree that any products, technology, or services may not be exported, re-exported, or otherwise transferred to any entity or person that does not comply with the criteria under clause (i) above.

14. Assignment. You may not assign or transfer this order or any of your rights or duties under this order, except with our prior written consent. All assignments or transfers of this order or rights or duties by you are prohibited under this Section, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section, a change of control is deemed an assignment of this order and rights or duties under this order. Any purported assignment or transfer by you of this order or of your rights or duties in violation of this Section is void. We may assign or delegate our rights and/or obligations under this order to any person, in whole or in part.

15. Bankruptcy. If you become insolvent, are unable to pay your debts when due, file for bankruptcy, are the subject of involuntary bankruptcy, have a receiver appointed, or have your assets assigned, we may cancel any unfulfilled obligations under this order.

16. Governing Law. The rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced as a sealed instrument in accordance with the laws of the Commonwealth of Massachusetts, without regard to: (i) its conflict of law rules; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods (the "1974 Convention"); or (iv) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. The parties agree that any legal action arising hereunder shall be brought and tried in Boston, Massachusetts, except as provided in Section 17 (Equitable Relief). All objections to venue are hereby waived by you.

17. Equitable Relief. You and we agree and acknowledge that any breach of Sections 9 (Limitation on Use), 10 (Limited Rights), or 12 (Confidentiality) may cause the non-breaching party substantial and irreparable injury. Therefore, in the event of any such breach or threatened breach, in addition to other remedies which may be available, the non-breaching party shall be entitled to seek an injunction and other equitable relief enforcing those covenants and restraints in any court of competent jurisdiction, without posting bond or other security and without having to prove actual damages.

18. Force Majeure. We shall be excused from performing any obligation under this order to the extent such performance is prevented, limited, hindered, delayed or impeded because of a Force Majeure Event. As used in herein, a "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that prevents, limits, hinders, delays or impedes our ability to perform, in whole or in part, our obligations under this order and is beyond our reasonable control.

19. Severability; Waiver. In the event that any one or more provisions contained herein (other than the provisions obligating you to pay us for the products) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect (i) the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby and (ii) such provision(s) shall be construed to be only so broad as is valid, legal and enforceable. Our failure to enforce, or waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

20. Entire Agreement. These Terms and Conditions, together with our quotation or sales order incorporating them, is the complete and exclusive statement of the contract between the parties with respect to your purchase of the products. No waiver, consent, modification, amendment or change of the terms contained in these Terms and Conditions shall be binding unless in writing and signed by the parties. In the event of a conflict or ambiguity between these Terms and Conditions and the order, these Terms and Conditions shall govern unless order expressly provides that it shall govern with respect to such conflict.

21. Survival. Upon any completion, cancelation, expiration or other termination of the order(s) to which these Terms and Conditions apply, any provision of these Terms and Conditions that by its nature would be understood to survive completion, cancelation, expiration or other termination shall survive, including without limitation Sections 2 (Terms of Payment), and 7 (Limited Warranty) through 22 (Additional or Inconsistent Terms), as applicable.

22. Additional or Inconsistent Terms. Any term or condition of your purchase order or any other document provided to us by you which is in any way different from, inconsistent with or in addition to these Terms and Conditions shall not become a part of

the contract between the parties or be binding upon us. To the extent our quotation or sales order or this document may constitute an acceptance, this acceptance is expressly conditioned upon your assent to these Terms and Conditions. If you object to any of these Terms and Conditions, this objection must be in writing and received by us prior to our delivery. Retention by you of any products delivered by us shall be conclusively deemed assent by you to these Terms and Conditions. Our failure to object to terms contained in any communication from you shall not be a waiver of the terms set forth herein. You shall not condition any acceptance of delivery upon the abrogation or modification of any of these Terms and Conditions. In the event that you first have access to these Terms and Conditions upon delivery of the product, you shall be deemed to have assented to them unless you return the products (in the same condition as when delivered) within ten (10) days after delivery of the product.