

Innovative Cell Technologies, Inc. Terms and Conditions of Sale

1. General.

The quotation offer, order, or purchase order, and these ICT Terms and Conditions of Sale ("Terms and Conditions") constitute the entire agreement (collectively, the "Agreement") for the sale by Innovative Cell Technologies, Inc. ("ICT"), to the customer identified on the quotation offer, order or purchase order (the "Customer") of the ICT Products described therein. "Products" are defined as the items that ICT provides to Customer under this Agreement. ICT and Customer are each a "Party" or, together, the "Parties."

ICT's Terms and Conditions are expressly incorporated by reference into and apply to any Agreement between ICT and Customer. ICT's Terms and Conditions are the only terms and conditions upon which ICT will accept orders. Acceptance of any offer is limited to ICT's Terms and Conditions. Any additional or different terms in Customer's form(s) are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. ICT's acceptance of any order is expressly conditional upon Customer's assent to ICT's Terms and Conditions, including any terms additional to or different from those contained in any form(s) from Customer.

The Agreement may be modified only by a writing signed by both Customer and ICT. Acceptance of any order or orders by ICT shall not constitute an agreement by ICT to accept any future orders from Customer. ICT may discontinue accepting orders from Customer at any time, in ICT's sole discretion. No waiver by ICT of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by ICT. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Unless otherwise set forth herein, all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

2. Pricing and Shipment.

Unless otherwise stated expressly on the applicable purchase order, the price for ICT Products shall be ICT's price and charges in effect at the time of each shipment. ICT reserves the right to change its prices at any time without notice. Prices do not include sales, excise, use, VAT, GST/HST, or other taxes measured by the sales price. Shipping fees are itemized and billed to Customer at then applicable rates. Customer shall pay all costs of transportation, EXW ICT's facility for all shipments. Customer shall not transfer, directly or indirectly, any ICT Products to any person whatsoever if to do so would be inconsistent with (a) any export or reexport law, regulation, or other control; (b) any trade or economic sanctions law, regulation, or other control, whether relating to any person, to an organization or group, or to a country; or (c) any applicable export or trade licensing law, regulation, or requirement, any of which are imposed by or derivative of the law of the United States of America, the European Union, or of any other country, supranational entity, or legal authority exercising jurisdiction where Customer operates or does business.

3. Title and Risk of Loss.

Title and risk of loss passes to Customer when ICT delivers ICT Product to the carrier at the EXW point. Unless otherwise agreed to by ICT in writing, Customer's claims for damage or shortage in transit must be made against the carrier by Customer according to the carrier's terms.

4. Payment.

All payments shall be in the currency indicated on ICT's invoice. Terms of sale are net 30 days of the date of invoice, unless otherwise agreed in writing by ICT prior to order acceptance. ICT accepts check, wire transfer, Visa and

Mastercard credit cards as payment types. Customer shall pay a late fee on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse ICT for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with ICT, whether relating to ICT's breach, bankruptcy or otherwise.

5. Use of Products

Customer shall (i) comply with all instructions, limitations, specifications, use statements or conditions of use made available by ICT, including but not limited to certificate of analysis (CoA), product data, product information, safety data sheets, limited use information and labeling ("Use Documents"), and (ii) properly test, use, manufacture and market Products and/or materials produced with Products.

Customer acknowledges that Products are not tested for safety and efficacy in food, drug, medical device, cosmetic, commercial or any other use, unless otherwise explicitly stated in Use Documents. Customer is solely responsible for: (a) obtaining any necessary intellectual property permission related to the use of Products, (b) compliance with all applicable regulatory requirements and generally accepted industry standards, and (c) conducting all necessary testing and verification, including for fitness for the intended purpose.

6. Inspection and Rejection of Nonconforming Products

Customer shall inspect Products no later than 24 hours after receipt ("Inspection Period"). Customer will be deemed to have accepted the received Products unless it notifies ICT in writing of any Nonconforming Products during the Inspection Period, furnishing evidence in the form of photos or other documentation as required by ICT. "Nonconforming Products" means only those delivered Products, or quantity thereof, which are different than identified in the Order Confirmation.

If notified in accordance with this section, ICT shall, in its sole discretion, (a) replace such Nonconforming Products with conforming Products, or (b) credit the price for such Nonconforming Products or, in the event of partial delivery, adjust the invoice to reflect the actual quantity delivered. ICT reserves the right to inspect Products. Customer acknowledges and agrees that the remedies set forth herein are the exclusive remedies for delivery of Nonconforming Products. A claim that Products are non-conforming shall not entitle Customer to deduct any sum from any invoice.

Any returns, if authorized, shall be handled in accordance with Section 7 below.

7. Returns and cancellations/order changes

Customer shall contact ICT to request cancellation or modifications to an order. Customer must make such request in writing to ICT. ICT may, in its sole discretion, accept or reject any such request. In the event a cancellation or modification is accepted, Customer shall be responsible for all reasonable costs and expenses (including, without limitation, expenses and commitments to ICT's suppliers and subcontractors) incurred by ICT prior to ICT's receipt of the cancellation request, as well as a reasonable cancellation charges in an amount to be determined by ICT. Orders for custom, special or non-standard products and/or services are final and non-cancelable.

8. Delivery dates.

Delivery dates provided in a quotation offer, order confirmation, or otherwise are estimations of expected turn-around time and are not binding on ICT. Turn-around time estimates are for information purposes only and delays of any kind shall not relieve Customer of obligations to pay the full invoiced price.

9. Disclaimer and Limitation of Warranties; Limitation of Remedies.

a. Limited Warranty.

ICT warrants that ICT Products shall, at the time shipped, materially conform to the specifications for identity, quality, and yield, as measured under normal laboratory conditions, indicated in the CoA, specifications and other materials provided by ICT to the Customer (hereinafter the "Specifications").

b. Disclaimer of Other Express or Implied Warranties.

ICT MAKES NO OTHER WARRANTY THAN THE LIMITED WARRANTY CONTAINED IN THIS SECTION AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ICT PRODUCTS, INCLUDING ANY: WARRANTY OF MERCHANTABILITY; WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; AND ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. ICT's limited warranty made with this sale shall not be effective if ICT has determined, in its sole discretion, that Customer misused the ICT Products in any manner, failed to use, store, or maintain the ICT Products in accordance with industry standards and practices, or failed to use, store, or maintain the ICT Products in accordance with instructions, if any, furnished by ICT.

Customer understands that ICT cannot guarantee that all materials supplied to Customer will be capable of producing desired results. ICT's limited warranty is contingent upon complete and accurate information being submitted by the Customer.

c. Limitation of Damages.

ICT SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE ICT PRODUCTS, EVEN IF ICT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF CUSTOMER OR OTHER USE, OR ANY LIABILITY OF CUSTOMER TO A THIRD-PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE, OR LOSS OCCASIONED BY SUCH ICT PRODUCT, INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE. IN NO EVENT SHALL ICT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, DIRECT OR INDIRECT, ARISING OUT OF OR RELATING TO A DELAY, WHETHER ACTUAL OR ALLEGED, IN THE DELIVERY TO CUSTOMER OF ICT PRODUCTS ORDERED FROM ICT. ICT SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INJURY OR DAMAGE WHICH MAY BE CAUSED BY THE USE OF ANY ICT PRODUCT. THE TOTAL LIABILITY OF ICT HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE OF ICT PRODUCTS PAID BY CUSTOMER IN THE LAST ORDER.

10. Customer Indemnity.

CUSTOMER HEREBY AGREES TO INDEMNIFY AND HOLD ICT, ITS AFFILIATES, AND THEIR RESPECTIVE AGENTS, EMPLOYEES, AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEY FEES) FOR PROPERTY DAMAGE, PERSONAL INJURY, INTELLECTUAL PROPERTY INFRINGEMENT, LOST PROFITS, OR OTHER LOSSES OR DAMAGE BASED UPON ACTUAL OR ALLEGED WARRANTIES OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED) BY CUSTOMER TO ANY PARTY, OR BASED UPON CUSTOMER'S NEGLIGENCE OR WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT, OR BASED ON CUSTOMER'S VIOLATION OF ANY APPLICABLE LAWS, REGULATIONS, OR ORDINANCES, INCLUDING BUT NOT LIMITED TO ANY IMPORT OR EXPORT LAWS.

11. Dispute Resolution.

If a dispute arises from or relates to the Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, then the Parties shall resolve such dispute by arbitration under the Commercial Rules of the American Arbitration Association (the "AAA"). Three arbitrators shall be selected. ICT and Customer shall each select one arbitrator and the two chosen arbitrators shall select the third arbitrator or failing agreement on the selection of the third arbitrator, the AAA shall select the third arbitrator. Unless otherwise agreed by the Parties, arbitration will take place in San Diego, California. The fees and expenses of the arbitration panel and the cost of the

arbitration (including lawyers' fees) shall be borne by the Party against whom the arbitration award rules or, to the extent a Party is only partially successful, on a pro-rata- basis in proportion to the amount awarded by the arbitration panel compared to the total amount of the claim.

12. Confidentiality

The Parties acknowledge that they may provide the information listed below to each other. For the purpose of this Agreement "Customer Confidential Information" is: a) the name(s), addresses, phone numbers, and other contact information of all researchers, Customer employees and/or end-users disclosed on or in an order or request for quotation; b) the name of the institution, company, laboratory, or government agency submitting an order or request for quotation; c) the pricing information relevant to an order or request for quotation, and any shipping and/or other administrative information that may be contained in or on an order form or request for quotation. "ICT Confidential Information" is any and all proprietary intellectual property and related data and information, business plans, technical know-how, manufacturing, specifications, material requirements, drawings or sample material provided or transmitted by ICT. When this information is nonpublic, not currently known by the receiving Party, and, under the circumstances, reasonably understood to be confidential in nature, the Parties will treat Customer Confidential Information and ICT Confidential Information as, collectively, "Confidential Information". Neither Party will use the Confidential Information of the other Party for its own benefit, or divulge, disclose, or communicate by any means whatsoever any Confidential Information to any third party without the prior written consent of the other Party unless disclosure is required by law. Both Parties will protect the Confidential Information of the other Party with the same degree of care that it uses to protect its own confidential information but no less than reasonable care. If Customer and ICT have entered into a separate non-use or nondisclosure agreement, the terms of that agreement will apply to the exchange of confidential information instead of these terms.

13. Force Majeure

Neither Party will be in default of any obligation under this agreement (other than obligations to pay money) to the extent performance is prevented or delayed by a Force Majeure Event. A "Force Majeure Event" shall include any occurrence beyond the reasonable control of a party, including without limitation: act of nature (e.g., flood, earthquake or storm); war or terrorism; civil commotion or riot; epidemic or pandemic (e.g., COVID-19); destruction of facilities or materials; fire or explosion; labor disturbance or strike; laws, regulations, directives or orders of any government, regulatory or judicial authority; embargo, shortage of raw materials or labor; equipment failure; or failure of public utilities or common carriers. The party declaring a Force Majeure Event will notify the other party in writing, explaining the nature thereof, and will also notify the other party of the cessation of any such event. A party declaring a Force Majeure Event will use commercially reasonable efforts to remedy, remove, or mitigate such event and the effects thereof. Upon cessation of the Force Majeure Event, performance of any suspended obligation or duty will promptly recommence.

14. ICT Intellectual Property.

Unless otherwise specified herein, the sale of the ICT Products shall not grant to Customer any right or license of any kind under any trademark owned or controlled by ICT or under which ICT is licensed, provided that the foregoing shall not be understood to limit in any way the right of Customer resell ICT Products unless previously agreed upon in writing. ICT does not represent or warrant that the use or sale of the ICT Products will not infringe the claims of United States patents or trademarks, or other patents or trademarks, covering the ICT Products themselves or the use of the ICT Products in combination with other products or in the operation of any process.

15. Compliance with Applicable Law.

Customer represents and warrants to ICT that it shall perform its obligations under these Terms and Conditions and the activities contemplated hereunder, including any marketing, use, or distribution of ICT Products, in compliance with applicable law, ICT Products' labeling, inserts, and manuals, and other ICT Product-related information and

materials published by ICT or any regulatory authority. Customer shall indemnify and hold ICT from and against all losses, liabilities, and expenses (including reasonable attorneys' fees and costs) to the extent arising from any breach of the foregoing.

16. International Trade Compliance.

Customer confirms and certifies that: (i) neither it nor any of its directors, officers, shareholders, and ultimate beneficial owners is; and (ii) the ICT Product supplied by ICT will not be provided, directly or indirectly through a third party or a third country, for ultimate end-use by:

- d. Any entity identified on the Entity List, Denied Persons List, or Unverified List maintained by the U.S. Department of Commerce's Bureau of Industry and Security;
- e. Any party that is identified on the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List maintained by the U.S. Department of Treasury's Office of Foreign Assets Control;
- f. Any government subject to comprehensive U.S. sanctions (currently: Cuban, Iranian, North Korean, Syrian, and the Venezuelan government);
- g. Any entity owned or controlled by, or person acting on behalf of, any party described in (a)-(c) above;
- h. Any person or entity organized, located or ordinarily resident in a country or territory subject to comprehensive U.S. sanctions; and
- i. Any person or entity designated or otherwise sanctioned by the United Nations (UN) or the European Union (EU), including any EU Member State, or any person owned or controlled by, or acting on behalf of, any such UN or EU sanctioned party.

17. Export Control.

To comply with U.S. export control regulations, Customer understands that the shipment of ICT Products outside the U.S. may require an export license under U.S. export control regulations and are the responsibility of the Customer to obtain. Export processing times are largely outside of either Party's control. Any delays which result in damage to the product are the responsibility of the customer to dispute with the shipper per EXW shipping terms outlined in Section 2.

18. Anti-Bribery

The Parties represent and warrant that their employees and agents (i) have not and will not offer, nor give, nor accept, gifts, entertainment, payments, loans, or other things of value to/from the other Party's employees or agents in order to obtain favorable treatment in connection with this Agreement and (ii) will comply with all applicable anti-corruption laws.

19. Gratuities.

Customer and ICT, each on behalf of itself and its representatives, represents and warrants that it (i) has not and will not offer or give to the other, any gifts, entertainment, payments, loans, or other gratuities in order to or that may influence the award of a contract or obtain favorable treatment under this Agreement and (ii) has not and will not use federal funds to influence or attempt to influence any employee of the United States Federal government or a member of Congress in connection with this Agreement.