General Term and Conditions

These Terms and Conditions are the only Terms and Conditions governing transactions between VASCage GmbH, Innrain 66a, 6020 Innsbruck, Austria, and the Customer, hereafter also these "Terms". VASCage performs such services to customers to develop a network for clinical research, bring together industry and clinical researchers related to cardiovascular diseases, and to support and facilitate the Implementation of clinical trials, eg cohort studies, epidemiological studies. Any alternative terms or conditions imposed or incorporated, or which are implied by trade, custom, practice or course of dealing by the Customer shall not apply unless expressly agreed in writing by VASCage GmbH. This particularly applies to the Customer's order and purchase terms and conditions if they conflict with these Terms or exclude specific provisions of these Terms.

These Terms apply to a Project Implementation and/or a Clinical Studies ("Implementation and/or Clinical Study") and are based on a tentative Offer made by VASCage to a Customer and having been accepted by the Customer. By acceptance of VASCage's Offer by Customer (designated as "Recipient" in the Offer) until the date indicated in the Offer Customer agrees on a valid Research Service (Level) Agreement ("RSA") whereby these Terms and the Offer form such RS(L) Agreement apply.

1. Scope and Execution of Services

1.1. The respective Implementation and/or Clinical Study shall start on the day the order receives at VASCage. VASCage is entitled to terminate the collaboration for good causes with immediate effect at any time. Such causes may be deferral of payment by Customer for more than three (3) months. Customer shall be entitled to terminate a Contract, in case of inability of VASCage to execute the research services or breach of the RS(L) agreement.

1.2. VASCage shall be entitled to terminate the RS(L) agreement without stating any further reason within the first 60 calendar days after the beginning with immediate effect; in this case, VASCage shall not be due any payment.

1.3. The Implementation and/or Clinical Study shall be guided by the Offer agreed between the Partners in writing. The Implementation and/or Clinical Study is led by the VASCage project leader or project manager or clinical trial manager. VASCage may propose to change the project leader or project manager or clinical trial manager without having to state any specific reason. VASCage will use reasonable efforts to execute the research program in a professional and timely manner following the principles of good scientific practice, good clinical practice and proper project management. Milestones and deliverables shall only be indicative. VASCage does not guarantee or assume any liability for the achievement of specific results, planned milestones or deliverables. Information on personnel resources ("Personnel") given in the Offer is indicative and does not represent a guarantee or shall constitute an obligation for the actual deployment of personnel during the collaboration.

1.4. Customer will provide VASCage with all information necessary for the Implementation of the Services. The Customer shall take reasonable measures to ensure the accuracy of any information or materials it supplies to VASCage. The Customer will share the results with VASCage at all times during the Implementation and/or Clinical Study. Meetings may be held as either face-to-face or web/telephone conference depending on Implementation progress upon request of VASCage.

1.5. VASCage may subcontract certain services to scientific partners ("VASCage Subcontr.") at any time. Furthermore, VASCage may subcontract certain parts of the Services to other third parties in agreement with the Customer. VASCage shall remain responsible for carrying out its relevant part of the Implementation and for such third parties' compliance with the provisions of these Terms. VASCage has to ensure that the involvement of third parties does not affect the rights and obligations of the Customer.

2. Changes of Implementation and/or Clinical Study

2.1. Customer acknowledges that due to the uncertain and unpredictable nature of research, VASCage may make recommendations for change of the Implementation of the Services before or after the beginning Implementation and/or Clinical Study to ensure that the original goals and/or timelines of the Implementation and/or Clinical Study or alternative goals and/or timelines mutually agreed between the Partners can be reached ("Change Request"). The Partners shall discuss in good faith any such changes required to implement their recommendations and requirements.

2.2. Each Change Request shall be submitted by the VASCage of the requesting Partner to the customer. The Change Request shall be specified to the utmost extent possible and shall provide sufficient background information in order to enable the Partners to evaluate the Change Request in detail.

2.3. The project leaders and VASCage CTM together shall evaluate the Change Request. They may accept the Change Request and modify the Implementation and/or Clinical Study accordingly. In case that the project leaders cannot come to a mutual agreement, the Change Request shall be decided upon by the CEO and/or CSO of each Partner.

3. Liabilities, Limitations of Liabilities, Force Majeure

3.1. C shall defend, indemnify and hold harmless VASCage and any of their agents and employees ("Indemnitee") from any and all liabilities, claims, actions or suits for personal injury or death directly arising out of or in connection with performance under the Implementation and/or Clinical Study provided, however, that Customer's obligation to so indemnify any Indemnitee shall only apply if each of the following conditions is met:

3.1.1. any such claim was not caused by Indemnitee's failure to conduct the Study in accordance with applicable law, the Study Protocol and/or the Implementation and/or Clinical Study Agreement;

3.1.2. such loss does not arise out of the gross negligence, or wilful misconduct of any Indemnitee.

3.2. VASCage does not assume any warranty that the Implementation and/or Clinical Study will be successful in any way or that any specific results will be obtained. Any and all such results, if any, are of experimental nature and will be provided on an as-is, with all faults basis. The characteristics of these results may not be fully known. VASCage does not warrant or guarantee any specific characteristics and does not guarantee correctness of appropriateness of these results, in particular not under any relevant regulations or standards. Furthermore, no warranty or representation of any kind is assumed, given or implied as to the commercial or non-commercial usability of the results, the sufficiency or fitness for a specific purpose nor that such research results will not infringe any proprietary rights of third parties.

3.3. Customer shall be entirely and solely liable for the use of the results or information and/or materials delivered by VASCage and shall indemnify and hold harmless VASCage for all damages resulting from receipt, handling, storage, transfer, disposal

or other activities related to such results or information and materials, as long as such damages are not caused by gross negligent or wilful conduct of VASCage. No Partner shall be liable in case of infringement of proprietary rights of a third party solely caused by the other Partner. Each Partner shall be solely liable for any loss, damage or injury of third parties caused by the respective Partner and indemnify and hold harmless the other Partner.

3.4. VASCage shall not be responsible to the customer for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by a breach of confidentiality. For any remaining contractual liability, VASCage's aggregate liability towards the Customer collectively shall be limited to the total financial contribution made by VASCage for the respective Implementation of Clinical Study provided and such damage was not caused by a wilful act or gross negligence.

3.5. Nothing in these Terms shall limit the freedom of VASCage from engaging in similar research made under other grants, contracts, or research agreements, provided that VASCage abides by its obligations of confidentiality hereunder.

3.6. VASCage, its related companies, officers, employees and its suppliers provide research services, and Software solutions by a supplier, and related services "as is" and without any warranty or condition, express, implied or statutory to the maximum extent permitted by law. VASCage, its related companies, officers, employees and its suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement to the maximum extent permitted by law. VASCage does not guarantee continuous, uninterrupted access to Software solutions and related services, and operation of the Software solution may be interfered with by numerous factors outside of its control.

3.7. An event of force majeure shall be deemed to exist, for example, in the case of

- a military conflict taking place on, or directly affecting, the territory of the Republic of Austria,
- revolution, insurrection, acts of terrorism or acts of sabotage by third parties,
- diseases and epidemics and pandemics,
- strikes or lock-outs directly affecting the University,
- floods, earthquakes, fire or natural disasters, and
- similar events.

VASCage shall not be liable for non-fulfilment or delayed fulfilment of their respective obligations if (i) such non-fulfilment or delayed fulfilment was caused by an event of force majeure and such event actually delays or interrupts fulfilment, if (ii) the event of force majeure is not attributable to VASCage affected by it and VASCage could not have prevented its consequences even if applying adequate care, if (iii) VASCage notified the Customer without delay and in writing of the nature and extent of the event of force majeure that led to its defaulting; and (iv) VASCage made every reasonable effort possible to minimise the effects the event of force majeure has on its meeting its obligations under these Terms, Implementation and/or Clinical Study and to resume fulfilling its obligations as quickly as possible. If the event of force majeure persists for a period of more than six months, VASCage may terminate this contract giving fourteen

(14) days' notice. The Implementation and/or Clinical Study contract shall then end upon expiry of such notice period.

4. Financial Contribution, Payments

4.1. Customer provides an agreed financial contribution to VASCage according to the Offer. Financial contributions are due according to the payment plan ("payment plan") in the Offer. The payment plan may provide due dates or conditions for payments to be due. Payments are due within 14 (fourteen) calendar days. If, due to applicable legal provisions, Customer has to withhold parts of due payments (e.g. taxes, exchange rate, exchange fees), Customer will indemnify and hold harmless VASCage from such deductions and shall ensure that the full agreed net amount is received by VASCage. Exchange fees and expenses are the responsibility of Customer. Payments shall only be effective upon receipt at VASCage's bank account.

4.2. In the event of a premature termination, the financial contribution shall be recalculated on a basis of actual services performed and issued expenses by VASCage based on the actual term and the respective contributions indicated in the payment and Customer shall pay the recalculated contributions, and a withdrawal charge, up to and until the end of the month in which the termination is effective.

4.3. Financial contributions will be charged to the Customer as a net amount. In case of late payment VASCage will demand payments due, including late payment interest. Overdue amounts may be charged default interest according to § 456 of the Austrian Commercial Code (Unternehmensgesetzbuch, UGB). Interests shall preferably be calculated using Austrian legislative regulations and standards.

4.4. The Partners agree on the application for tax advantages for research expenses under Austrian legislation ("Forschungsprämie", "Austrian Research Premium")for the case this is applicable. The Offer shall define the VASCage entitled to apply for the Austrian Research Premium according to § 108c EStG (Austrian income tax legislation) whereas this implies that the other Partner must abstain from such application.

5. Background and Foreground

5.1. For the purpose of implementation of the Clinical Study, the Partners may contribute any Background useful for the performance of the Clinical Study ("Background IP"). Such Background IP shall be defined as protected or unprotected, public or secret know-how, information or material generated before or outside of the Clinical Study. Any usage rights to this Background IP provided shall be restricted to the implementation of the Clinical Study. Background IP provided by a Partner remains the sole property of the respective owner, if not explicitly agreed otherwise.

5.2. If protected Background IP provided by VASCage is needed in order to use any results generated in the course of the Clinical Study the Partners shall agree on conditions for use of such Background IP in advance. VASCage shall grant to the Customer to such extent as it is legally possible, a limited, non-exclusive, perpetual, worldwide, non-transferable, non-sublicensable license to this Background IP, limited to the use in connection with results from the Clinical Study. The Partners shall agree upon fair, reasonable and non-discriminating conditions and compensation for this license.

5.3. VASCage may use materials, methods or other protected background owned or licensed by third parties (e.g. software applications, etc.) („third party Background"). If VASCage assumes to its knowledge that the use of this Background restricts the usability of results by the Customer, VASCage is obliged to inform the Partner about such restrictions in advance. If Customer needs access to such Background beyond the scope of the license obtained for usage within the Clinical Study, Customer has to obtain this license in Customer's own name and on C's own costs. Each Partner shall

bear sole responsibility for ensuring that its own acts do not knowingly infringe third party intellectual property rights.

5.4. The Customer is entitled to make use of all results from the Implementation and/or Clinical Study without limitation and free of charge, after the agreed amounts have been paid, for itself or its affiliates' businesses based on a limited, non-exclusive, perpetual, worldwide, non-transferable, non-sublicensable license without the right to apply for protection rights. Affiliate in this context means a) companies in which a Partner indirectly or directly owns more than half of the capital or the assets of the company or can appoint more than half of the members of the managing or administrative body or the bodies appointed for legal representation or is entitled to conduct the business of the company and b) companies which indirectly or directly have the rights and means of influence mentioned under a) related to a Partner and c) companies in whose case the Partners jointly have the rights and means of influence mentioned under a). Such jointly controlled companies are considered as affiliates of the Partners involved. The right to use results shall not be transferable to third parties with exception of affiliated businesses.

5.5. The parties hereby agree that all new property rights and other R&D results resulting, especially foregrounds and sidegrounds, from Implementation and/or Clinical Study are the property of the party with whom the inventor or author is employed. Only in such case, the Customer shall have the right to apply for protection of results including the right to file, prosecute, maintain, or abandon intellectual property rights, domestic or foreign, at any time and with any scope ("Protection Rights"). If VASCage in the course and within the scope of the Clinical Study has made an invention, VASCage will inform Customer and transfer all rights in the invention upon request of the Customer considering additional charges to the Customer. Sidegrounds are explicitly excluded.

5.6. If the Offer provides the term "Free use of results" for IP conditions, solely VASCage shall have the right to apply for Protection Rights. In such case, Customer may request exclusive access rights to or transfer of such results. In these cases VASCage and the C will negotiate on fair and reasonable conditions in good faith.

6. Non-Disclosure of Information, Confidentiality, Publications

6.1. All information including but not limited to trade secrets, Background IP, ideas, concepts and other know-how as well as protected and unprotected results provided by a Partner shall remain the sole property of the respective owner, if not agreed otherwise explicitly. Nothing in these Terms shall constitute a transfer of ownership or any rights in the information. The information may only be used for the purpose of the Implementation and/or Clinical Study.

6.2. All information in whatever form or mode of communication, which is disclosed by a Partner (the "Disclosing Partner") to any other Partner (the "Recipient") in connection with the Implementation and/or Clinical Study development is "Confidential Information" unless the information has explicitly been marked as non-confidential by the Disclosing Partner.

6.3. During the term of the Implementation and/or Clinical Study and unlimited in time after its termination, the Recipient will (a) not use the Confidential Information otherwise than for the purpose for which it was disclosed, (b) not disclose the Confidential Information without the prior consent of the Disclosing Partner and (c) ensure that any internal distribution of the Confidential Information takes place on a strict need-to-know basis. The Recipient shall be responsible for the fulfilment of these obligations by its employees or third parties related to the Recipient. Furthermore, the Recipient shall ensure that such employees or third parties are bound to confidentiality provisions as

least as strict as provided in these Terms. The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed as to its own confidential and/or proprietary information, but in no case less than reasonable care.

6.4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that (a) the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations, (b) the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Partner, (c) the Confidential Information was already known to the Recipient prior to disclosure, (d) the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, (e) the Recipient discloses the Confidential Information to a public authority (as funding authorities, court of audit, etc.) bound to official secrecy (f) the Recipient discloses the Confidential Information to subcontracting parties or other third parties bound to a confidentiality agreement providing terms at least as stringent as set forth in this agreement and for the purpose of the Implementation and/or Clinical Study development.

6.5. Customer shall not publish any results without the prior consent of VASCage during the Implementation and/or Clinical Study or within 6 calendar months after its termination ("secrecy period"). To preserve scientific freedom VASCage may publish results freely without consent of the Customer, considering the trade and business secrets, and preserve the novelty of R&D findings and inventions. During the secrecy period, VASCage will notify the Customer within reasonable time of at least fourteen (14) calendar days before an intended submission or presentation. If Customer does not object to the submission or presentation within reasonable time or at the latest within seven (7) calendar days, VASCage may proceed with the publication. The Customer shall not unreasonably withhold its consent to such intended publications. Furthermore, VASCage shall be entitled to freely publish already published results in other publications, e.g. blogs, press statements and such like.

6.6. VASCage shall be entitled to list the Customer's name and logo on its website and in its communications together with the general topic of cooperation. Also subcontracting parties of VASCage shall be entitled to list Customer as cooperating partner.

7. Final provision

7.1. Should any provision of these Terms become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions. In such a case, the Partners shall be entitled to request that a valid and practicable provision be negotiated that fulfills the purpose of the original provision.

7.2. Except as in case of subcontracting no rights or obligations of C may be assigned or transferred, in whole or in part, to any third party without the VASCage's prior written approval. In case C subcontracts certain or all of its duties under the Implementation and/or Clinical Study, C shall remain fully liable for the fulfilment of such duties as agreed upon under the Implementation and/or Clinical Study.

7.3. These Terms are drawn up in English or German, which language shall govern all documents, notices, meetings, proceedings and processes relating thereto. The contract between the Partners shall be construed in accordance with and governed by the laws of Austria excluding its conflict of law provisions. The application of the Austrian Private International Law (IPRG) or other rules on conflict of laws shall be excluded. The applicability of the UN Convention on the International Sale of Goods ("CISG", "Vienna Convention") is expressly excluded.

7.4. The Partners shall endeavor to settle disputes amicably.

7.5. If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the discussion in good faith within 60 calendar days of the commencement of the conversation of the dispute issue, it shall be referred to and finally submitted to the exclusive jurisdiction of the competent court for 6020 Innsbruck, Austria. VASCage reserves the right to bring any claim against the Customer before any other competent court having jurisdiction over the dispute. Alternatively, if, before the expiration of the said period of 60 calendar days, either Partner fails to participate or to continue to participate in the conversation, the dispute, controversy or claim shall be immediately referred to the competent court as set out above.