SAMPLE – FOR INFORMATION, NOT FOR SIGNATURE

ZAGENO Supplier Listing Form

Reference
[reference]

This ZAGENO Supplier Listing Form ("Listing Form") is between

[Supplier legal name]

with a principal place of business at

[Registered address]

("Supplier") and ZAGENO Inc., with a principal place of business at 625 Massachusetts Ave., 2nd Floor, Cambridge, MA 02139, USA ("ZAGENO"). This Listing Form will become effective as of the date of the last signature (the "Listing Form Effective Date"). This Listing Form includes any Product Catalogs ("Product Catalogs") either attached to this Listing Form or submitted by Supplier in the template provided by ZAGENO per Schedule A.

This Listing Form incorporates by reference and is governed by the ZAGENO Supplier Terms and Conditions (the "ZAGENO Supplier Terms") found in Attachment A. Capitalized terms that are not defined in this Listing Form will have the meaning given to them in the Zageno Supplier Terms. If any terms conflict between this Listing Form and the ZAGENO Supplier Terms, this Listing Form will govern with respect to such conflicting terms. Any additional listing forms subsequently executed between the parties will supersede this Listing Form as of the listing form effective date listed on such subsequent listing forms.

1. Buy Price: The Buy Price for the Products sold in the Marketplace will be equal to the applicable list price less a [x] % discount as indicated in the attached Schedule A.[1]

2. Territory. This agreement only applies to sales to customers located in the following countries or regions:

[Countries you sell to]

and is not applicable to sales to customers in any other country. Any agreements previously signed between ZAGENO and Supplier governing sales in other countries remain in full force and effect.

3. Transaction fee and payment terms. Payment term: Net [30, 45, 60 or 90] days; transaction fee [6, 5, 4 or 3]% of the Buy Price of each Order, excluding tax and shipping. ZAGENO invoices the transaction fee monthly.

Ordering integration: if Supplier receives more than 25 Orders in a calendar month and has not connected an Automated Ordering System (cXML, EDI, or CSV via API, SFTP or AS2) or moved order management to the Supplier Portal by the deadlines in Section 4 of the ZAGENO Supplier Terms, the fee rises by one percentage point (for example, 4% becomes 5%) on Orders handled outside those channels, until Supplier connects. The same one-point increase applies to the RFQ Lead Generation Fee in item 4.

4. RFQ Lead Generation Fees. The RFQ Lead Generation Fee will be calculated as [6, 5, 4 or 3]% (the transaction fee in item 3, including any one-point increase under item 3) of the product price for each Order generated from Leads utilizing the RFQ functionality. The fee is due regardless of whether the order was placed through ZAGENO or directly with the Supplier.

5. Payment Terms: Supplier will send ZAGENO an invoice for all Products on an Order shipped to Buyers. The invoice will not be sent before the Products have been shipped. ZAGENO will pay all invoices within the payment term chosen in item 3, counted from receipt of a valid invoice, except for amounts that ZAGENO

disputes in good faith. The payment of invoices will not be deemed acceptance of the Products or act as a waiver of any rights under the ZAGENO Supplier Terms. ZAGENO will make all payments to the bank account below, in that account's currency. Each party pays its own bank's charges.

Beneficiary:	[Account holder]
Beneficiary Bank:	[Bank]
Bank Address:	[Bank address]
Bank account:	[Account number or IBAN]
SWIFT / BIC:	[SWIFT / BIC]
Routing / sort code:	[Routing or sort code]
Account currency:	[Account currency]

6. Supplier terms: The Supplier's online terms and conditions that include Product warranties, shipment, delivery, cancellations, refunds, and adjustment policies, and any other special terms related to each Product can be found at this link:

[Link to your terms of sale]

7. Changes to the ZAGENO Supplier Terms. For this Listing Form, "any other fees" in Section 5(b) of the ZAGENO Supplier Terms do not apply. ZAGENO charges Supplier only the transaction fee in item 3, the RFQ Lead Generation Fee in item 4 where it applies, and the one-point increase described in item 3 if it applies, unless both parties agree otherwise in writing. In Section 4, "Service Fee" means the transaction fee in item 3, and the "1% Service Fee increase" means one percentage point on top of it (for example, 4% becomes 5%); it applies to the RFQ Lead Generation Fee in the same way. Section 11 of the ZAGENO Supplier Terms is supplemented as follows: either party may terminate the Agreement or this Listing Form for any reason by giving the other party at least 90 days' written notice, and Section 11(d) applies to such a termination.

Ordering and paying entities. ZAGENO Inc. signs this Listing Form for itself and for its affiliates ZAGENO Ltd and ZAGENO GmbH. For Buyers in each country of the Territory, the ZAGENO entity named below places the Orders, receives Supplier's invoices for them and pays them, and is "ZAGENO" under this Listing Form and the ZAGENO Supplier Terms for those Orders:

[ZAGENO entity for each country you sell to]

Notices. In addition to Section 12(f) of the ZAGENO Supplier Terms, notices to Supplier may be sent to the e-mail address below, and notices to ZAGENO, including holds and recalls under Section 8(g), to suppliers@zageno.com.

[Email for legal notices]

8. Signatures. Each party represents and warrants that the signatory below is an authorized signatory of such party.

By signing below, each of Supplier and ZAGENO accept and agree to this Listing Form, including the ZAGENO Supplier Terms as incorporated herein, effective as of the Listing Form Effective Date.

[Supplier legal name]	**ZAGENO Inc.**
Name:	Name: Lyudmil Daskalov
Title: [Title]	Title: VP Operations
Date:	Date:

[1] ZAGENO invoices its fees in the currency of the account in item 5 if that is USD, EUR or GBP, and otherwise in USD.

SCHEDULE A

Supplier will share the buy and discount prices for the Products that will be listed on the Marketplace Platform. The list may be submitted in one or separate files, which will indicate the buy and discount prices for each Product in the format provided by ZAGENO. These files are the catalog Supplier submits to ZAGENO from time to time, and Supplier will continue to send files until all the Products that will be listed are submitted.

ATTACHMENT A

ZAGENO SUPPLIER TERMS AND CONDITIONS

These ZAGENO Supplier Terms and Conditions ("Agreement") is made and entered into on the date of the attached Listing Form (the "Effective Date") by and between ZAGENO Inc., a Delaware corporation with its principal place of business located at 625 Massachusetts Ave., Cambridge, Massachusetts 02139 ("ZAGENO Inc.") and

[Supplier legal name]

_____

, with its principal place of business located at

[Registered address]

_____

("Supplier"). ZAGENO and Supplier may be referred to individually as a "Party" or collectively as the "Parties." The Agreement governs any Listing Form (defined below) that references the same and that is validly executed by authorized representatives of the Parties.

The parties agree as follows:

1. DEFINITIONS. For the purposes of these Terms and Conditions, the following capitalized terms have the meaning set forth below:

"Buyer Data" means any information about Buyers made available by ZAGENO to Supplier.

"Buyers" means individuals or entities that purchase products or services via the Marketplace Platform.

"Content" means product descriptions, catalogs, images, text, links, promotional codes, specifications, safety data sheets, certificates, and other information to be displayed on the Marketplace Platform or otherwise provided to Buyers by other means.

"Laws" means all applicable laws, rules, orders, regulations, and binding guidance, including, as applicable, the relevant "Current Good Manufacturing Practices" promulgated by the U.S. Food and Drug Administration.

"Marketplace Platform" means the ecommerce marketplace and procurement platform and website operated by ZAGENO, and other sites and applications owned, operated, or controlled by ZAGENO.

"Products" means the Supplier's products and services that Supplier makes available to list on the Marketplace Platform in the Territory or that are otherwise sold on the Marketplace Platform.

"Territory" means the geographic locations indicated on a Listing Form. If no Territory is listed on the Listing Form, the Territory is global.

2. SERVICES. ZAGENO and Supplier may execute Listing Forms pursuant to which ZAGENO agrees to list and resell certain Products to Buyers via the Marketplace Platform, and to provide other services as indicated in such Listing Form. This Agreement and current Listing Forms reflect the entire understanding of the Parties and exclude any other terms or conditions that either Party may seek to incorporate or that are implied by course of dealing.

3. PRODUCT LISTING AND INFORMATION

(a) Product Listing. Supplier authorizes ZAGENO to market, offer, and resell the Products for sale on the Marketplace Platform in the Territory. Buyers place orders for Products with ZAGENO through the Marketplace Platform (each, an "Order"). If applicable, Supplier will make commercially reasonable efforts to maintain accurate inventory information. Supplier will use commercially reasonable efforts to provide ZAGENO with at least three months' notice in writing before ceasing to offer a Product, and during such notice period ZAGENO and its Buyers may continue to purchase the Products.

(b) Listing Form. In a Listing Form, Supplier will provide information for each Product, including: (i) the name and category of the Product, (ii) the description of the Product and applicable Content (iii) the Supplier catalog ID/SKU number and the manufacturer catalog ID/SKU number for the Product, (iv) the list price for each Product, and the discounts offered to ZAGENO, and (v) a link to Supplier's online terms and conditions of sale that include Product warranties, shipment and delivery policies, cancellation, returns, refunds and adjustment policies, and any other special terms related to each Product. The Supplier's terms and policies applicable to (1) shipment and delivery of Products (except as Section 4(c) provides), (2) product warranties for Products, and (3) cancellations and refunds for Products are the "Supplier Product Policies," which are incorporated into this Agreement and govern on those three areas. Supplier is responsible for the accuracy and completeness of all Product information on a Listing Form. The price for each Product charged by Supplier to ZAGENO will be the same or lower than the price Supplier offers to the public on its own website or catalog, except for temporary promotional pricing (the "Buy Price"). Supplier must honor the Buy Price for each Product as set out in the most recent Product Catalog or Listing Form. If the Product Catalog has different Buy Prices, the Listing Form price controls. No more than once per calendar quarter, Supplier may update the list prices for Products by submitting an updated Product Catalog to ZAGENO, and it will come into effect 30 days following ZAGENO's receipt of the new pricing. ZAGENO will use commercially reasonable efforts to ensure that Buyers who purchase Supplier's Products agree to Supplier's online terms and conditions of sale available through the link provided by Supplier in the Listing Form. For the avoidance of doubt, (A) any additional or inconsistent terms and conditions presented in any acknowledgment or acceptance documents requested from or provided by Supplier are expressly rejected and (B) if any terms in the Supplier terms and policies and this Agreement conflict, this Agreement will govern, with the exception of the Supplier Product Policies.

(c) Content. Supplier will make available to ZAGENO product descriptions, catalogs, images, text, links, promotional codes, specifications, and other information (collectively, "Content") to be displayed on the Marketplace Platform or otherwise provided to Buyers. Supplier will promptly update such Content as necessary to ensure such Content remains up-to-date, accurate and complete, and will provide, as applicable, updated inventory information for all Products, in a format agreed upon by the Parties.

(d) Listing on the Marketplace Platform. ZAGENO will decide whether to list or remove a Product and its related Content on the Marketplace Platform. The appearance or placement of a Product listing in search and browse results will depend on a variety of factors, including, but not limited to: (i) a Buyer's location, search query, browsing sites, and history; (ii) a given Product's location, listing format, price and shipping cost, terms of service, and relevance to a Buyer's query; (iii) Supplier's history on the Marketplace Platform; and (iv) the number of listings matching a Buyer's query. ZAGENO does not guarantee that a Product will appear in search and browse results on the Marketplace Platform regardless of the sort order, category, or keyword used by the Buyer.

(e) Cooperation. Supplier will cooperate with ZAGENO to provide information and materials for the marketing, sale, and offering of the Products. and will notify ZAGENO promptly in the event of any material changes in such information. Further, Supplier provide Buyer-support contact information, escalation procedures, and any other support-related information to ZAGENO for all Products.

4. PRODUCT SALES

(a) Orders. ZAGENO will set prices for sale or resale of the Products at its sole discretion. ZAGENO will process all Orders from the Buyer via the Marketplace Platform. ZAGENO will issue each Order to Supplier on behalf of Buyers and will provide the applicable Buyer's name and contact information, the identity and number of Products ordered, the shipping location (the "Buyer Location"), and any other specific requirements for the Order. ZAGENO offers several integration protocols for ordering ("Automated Ordering System") that include cXML, EDI, and CSV with API, SFTP, and AS2 connection options, as well as a

supplier portal (“Supplier Portal”). If the volume of orders for Supplier’s Products exceeds 25 in one month (“Ordering Threshold”), Supplier agrees to integrate its ordering system to an Automated Ordering System within 60 days of reaching the Ordering Threshold (“Integration Deadline”). Alternatively, Supplier agrees to use the Supplier Portal for order management 10 days after reaching the Ordering Threshold. Supplier agrees to a 1% Service Fee increase in all Orders placed outside the Automated Ordering System or outside the Supplier Portal after the Integration Deadline. The original Service Fee will apply going forward i) if Supplier integrates to the Automated Ordering System and will apply to Orders placed in the Automated Ordering System; or ii) after Supplier places all Orders through the Supplier Portal for 30 days. Each Order issued to Supplier will be deemed accepted by Supplier if Supplier does not notify Zageno in writing that such Order is rejected within 24 hours. Supplier will promptly fulfill all accepted Orders in accordance with the Agreement and in accordance with the Product Listing, if applicable. Without limiting any obligation of Supplier under this Agreement, if Supplier is unable to timely fulfill any Order, it will promptly notify ZAGENO.

(b) Order Fulfillment. Supplier will be responsible for fulfilling Orders, in accordance with the following:

(i) Supplier will pack, mark, and otherwise prepare all Products for shipment in packaging that is suitable to the Products and according with standards of good commercial practice, acceptable to common carriers for shipment, and adequate to ensure their safe arrival at the ultimate destination. Supplier will mark all containers with necessary lifting, handling, and shipping information, purchase order number, date of shipment, and identification of Supplier as the seller of the Products;

(ii) Supplier will ship each Product on or before its expected ship date to the applicable Buyer; and

(iii) Supplier will provide ZAGENO with information regarding fulfillment and Order status and tracking.

(c) Shipment, Delivery, and Risk of Loss. Unless the Order states otherwise, Products are delivered DAP Buyer Location (Incoterms 2020) or, where they must be cleared for import to reach the Buyer Location, DDP Buyer Location (Incoterms 2020). Under DDP, Supplier clears the Products for import and acts as importer of record (or the equivalent role under local law), itself or through a customs broker or representative acting for it, and bears the import duties and customs clearance charges, which are not “applicable taxes” under Section 5(a). Title and risk of loss transfer to Buyer on delivery under the applicable Incoterms rule. This Section 4(c) governs even if the Supplier Product Policies say otherwise.

(d) Cancellations and Refunds. Supplier will collaborate with ZAGENO to replace, repair, or refund non-conforming Products. Supplier will have the opportunity to inspect the non-conforming Products. All cancellations and returns of non-defective Products will be done with prior Supplier authorization within 30 days of delivery. The cancellation and refund terms of the Supplier Policies supplement this subsection (d). In case of conflict between this subsection (d) and the Supplier Policies, this subsection (d) will control.

(e) Export Control. Products purchased under this Agreement, which may include technology and software, are subject to the customs and export control laws, restrictions, regulations, and orders of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the Products are manufactured and received. Each Party agrees to comply with all applicable export laws, rules, restrictions, and regulations of any relevant jurisdiction, including, without limitation, the Export Administration Act of 1979 and the Arms Export Control Act of 1976, and represents and warrants that it shall not: (i) export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity in violation of Applicable Law; or (ii) transfer, by electronic transmission or otherwise, any software or technology to a foreign national or a foreign destination in violation of applicable law. Each Party represents and warrants that it is not on the Denied Persons, Specially Designated Nationals, or Debarred Persons List, or any equivalent list maintained by a foreign regulatory authority and is not otherwise prohibited by law from purchasing the Products under this Agreement.

5. FEES

(a) Product Fees. ZAGENO will pay to Supplier the Buy Price for each Product purchased and shipped to Buyers, including the applicable taxes, and shipping fees agreed by the Parties (collectively, the "Product Fees"). Supplier will send ZAGENO a written invoice for Product Fees due and payable with all applicable taxes and shipping costs itemized separately. Unless otherwise indicated in a Listing Form, ZAGENO will transmit to Supplier all invoiced Product Fees via ACH transfer using the information provided on the Listing Form within 90 days of receipt of an invoice. All Product Fees will be paid in the currency in which the Order is placed. Payment of Product Fees will not be deemed acceptance of the Products or waive any of ZAGENO's or a Buyer's rights or remedies under the Agreement. ZAGENO reserves the right to deduct or offset any amounts owed by Supplier to ZAGENO under the Agreement from any amounts owed by ZAGENO to Supplier under the Agreement.

(b) Marketplace Platform Fees; RFQ Lead Generation Fees; Other Fees. Supplier will pay ZAGENO the Marketplace Platform Fee and/or RFQ Lead Generation Fee listed on the Listing Form for each Order placed with Supplier, and any other fees (including fees for services provided by ZAGENO for or on behalf of Supplier). The Marketplace Platform Fee and/or RFQ Lead Generation Fee is calculated by multiplying the Marketplace Platform Fee and/or RFQ Lead Generation Fee percentage in the Listing Form by the Buy Price. The Marketplace Platform Fee and/or RFQ Lead Generation Fee will be applied to the Product price for all orders processed through the ZAGENO Marketplace Platform. ZAGENO will send Supplier a written invoice (email is sufficient) for the Marketplace Platform Fee and/or RFQ Lead Generation Fee and other fees due and payable. Supplier will pay invoices for the Marketplace Platform Fee and/or RFQ Lead Generation Fee within 30 days of receipt via the agreed payment method during onboarding in the currency specified in the applicable invoice. For credit card payments, Supplier authorizes ZAGENO to automatically charge the full amount due on a recurring basis until Supplier notifies ZAGENO in writing.

(c) Dispute. In the event of a good faith dispute regarding any invoice, the invoiced Party will pay the undisputed amount, and the Parties will exercise good faith in promptly resolving any issues with respect to the disputed portion. If a Party withholds payment based upon a good faith dispute, such withholding will not be considered an event of default or breach of the Agreement.

(d) Taxes.

(i) Supplier will be responsible for the reporting, charging and payment of all taxes related to the Orders.

(ii) Upon Supplier's written request, and where applicable, ZAGENO shall provide Supplier with a reseller certificate, reseller certificate number, or other documentation so that Supplier may successfully claim exemption from tax. In such case no taxes shall be imposed.

(iii) If ZAGENO is required by Law to make any deduction or withhold from any sum payable to Supplier by ZAGENO, then ZAGENO may deduct such amount from such payment provided that (A) along with such payment, ZAGENO provide to Supplier an official tax certificate or other evidence of payment issued by the applicable tax authority and (B) to the extent that such Law provides a process for seeking an elimination, waiver or reduction of such deduction or withholdings, ZAGENO will reasonably cooperate with Supplier in (1) seeking such elimination, waiver or reduction and promptly complete and/or file any and all pertinent documents and (2) allowing Supplier to claim any tax credit in respect of any such taxes so deducted or withheld and paid to the applicable government or tax authority.

(iv) If a government authority retroactively determines that a payment made by ZAGENO to Supplier pursuant to the Agreement should have been subject to any taxes, and ZAGENO remits such withholding or similar taxes to the government authority, including any associated interest and

penalties that may be imposed, ZAGENO shall have the right (A) to offset such amount against its future payment obligations under the Agreement or (B) to invoice Supplier such amount (which Supplier shall pay within 60 days of its receipt of such invoice).

6. INTELLECTUAL PROPERTY.

(a) License to Content. During the Term and for a period of 90 days thereafter, Supplier hereby grants ZAGENO an irrevocable, non-transferable, sublicensable (directly or indirectly through multiple tiers), non-exclusive, paid-up, royalty-free license to (i) copy, use and display the Content; and (ii) display and use the trademarks, logos, trade names and service marks associated with the Supplier and Products that are part of the Content (collectively, "Licensed Marks"), in each case, in connection with listing Products on the Marketplace Platform and marketing and advertising the Marketplace Platform, and advertising and promoting ZAGENO as an authorized distributor of the Products in the Territory. Notwithstanding the foregoing, ZAGENO may retain copies and elements of the Content that (A) ZAGENO is required to keep for compliance purposes under a document retention policy or as required by applicable law or (B) has been archived electronically in the ordinary course of business, back-up, security or disaster recovery systems or procedures.

(b) Products. ZAGENO acknowledges that Supplier or its licensors own the intellectual property rights relating to the Products and the Content and that this Agreement does not transfer to ZAGENO any title to such intellectual property rights. ZAGENO will not alter or remove the copyright notice, or any other notices of proprietary rights on the Products and will not authorize any third party to alter or remove such notices. Supplier is solely responsible for obtaining, maintaining, and enforcing its intellectual property rights in relation to any manufacturer of Products or any other third party, and ZAGENO will have no obligations or liability in relation to such claims.

(c) License to Buyer Data. During the Term, and subject to the terms and conditions of the Agreement, ZAGENO hereby grants Supplier a limited, non-exclusive, non-transferable, non-sublicensable license to use the transaction-related Buyer Data solely as necessary to process, fulfill, and support Orders accepted by Supplier. During and after the Term, Supplier will not use or disclose any Buyer Data for any other reason; except that such restriction will not apply to any data or information that may fall into the applicable exceptions in Section 7 (a) through (d).

(d) Reservation of Rights. Other than the limited licenses expressly set forth in this Section 5, Intellectual Property, Supplier reserves all right, title, and interest (including all intellectual property rights) in and to the Content, the Products, and Licensed Marks. Other than the limited license expressly set forth in this Section 5, ZAGENO reserves all right, title, and interest (including all intellectual property rights) in and to the Marketplace Platform and Buyer Data.

7. CONFIDENTIALITY. "Confidential Information" means, subject to the exceptions in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either Party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within 30 days of disclosure to the other Party (the "Receiving Party"); except that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective customers, billing records, products or services, and the terms of this Agreement will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. ZAGENO's Confidential Information includes the Buyer Data (subject to the rights granted to Supplier herein). Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or

confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently conceived, discovered, or developed by the Receiving Party without use of the Disclosing Party's Confidential Information. Each Party acknowledges that Confidential Information constitutes valuable trade secrets and proprietary information of a Party, and each Party agrees that it will use the Confidential Information of the other Party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other Party's prior written consent, except as otherwise permitted in this Section. Each Party will use reasonable measures to protect the confidentiality and value of the other Party's Confidential Information and will exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching Party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each Party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and, if requested by the Receiving Party, to certify the return or destruction of all such Confidential Information.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS. Supplier represents and warrants that:

(a) at the time and place of delivery and for the periods of time specified by the Supplier Policies, whichever is longer, the Products meet the specifications listed in the Supplier's catalog;

(b) each Product is manufactured, labeled, sold, shipped, and otherwise distributed in compliance with all applicable laws including disclosure and reporting obligations of the Securities and Exchange Commission related to the use of conflict minerals;

(c) Supplier has and will have the right to grant ZAGENO the right to resell the Products as contemplated under the Agreement;

(d) Supplier authorizes ZAGENO to pass through all Product warranties to ZAGENO's Buyers.

(e) ZAGENO's use of the Content and Licensed Marks in accordance with the terms of the Agreement will not violate, misappropriate, or infringe the rights of any third party;

(f) that Products do not infringe upon any patent, trade name, trade dress, trademark, service mark, copyright, or other proprietary rights of third parties;

(g) Supplier will notify ZAGENO upon becoming aware of holds or recalls with respect to any Products, or any defect or condition (actual or alleged) which in any way may 1) alter the specifications or quality of any Products, 2) render any Products in violation of any Laws, 3) cause revocation of any regulatory approval with respect to any Products or their sale, 4) give rise to a claim against ZAGENO by any third party, or otherwise negatively affect the salability of any Products;

(h) that Supplier complies with ZAGENO's Supplier Code of Conduct (https://try.ZAGENO.com/ZAGENO-supplier-code-of-conduct/); and

(i) that any violation of the provisions of subparagraph (g) is cause for termination by ZAGENO if the breach is not cured or a plan for cure is not provided within 30 days of receiving notice.

Both parties warrant that they are authorized to enter into this Agreement, and that in so doing they are not in violation of any laws or any terms or conditions of any contract or other agreement to which they may be a party.

DISCLAIMER. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, EACH PARTY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, OR FOR ANY SERVICES THAT ZAGENO MAY PROVIDE FOR OR ON BEHALF OF SUPPLIER PURSUANT TO A LISTING FORM.

9. INDEMNIFICATION

(a) By ZAGENO. ZAGENO will defend, indemnify, and hold harmless Supplier and its affiliates and each of their respective officers, directors, and employees from and against any losses, liabilities, damages, costs and expenses, including court costs and reasonable attorneys' fees (collectively, "Losses") arising out of any third-party allegation, dispute, claim, suit, or proceeding (a "Claim") related to (i) ZAGENO's breach or alleged breach of its confidentiality obligations under Section 7, Confidentiality or (ii) an allegation that a Buyer's authorized use of the Marketplace Platform infringes any intellectual property right of a third party. This Section states ZAGENO's entire obligation and Supplier's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

(b) By Supplier. Supplier will defend, indemnify, and hold harmless ZAGENO and its affiliates and each of their respective officers, directors, and employees ("ZAGENO Indemnified Party") from and against any Losses arising out of (i) any Claim related to Supplier's breach or alleged breach of its confidentiality obligations under Section 7, Confidentiality, (ii) any product liability or product defect Claim related to a Product, (iii) any Claim that any Product infringes any intellectual property right of a third party, (iv) any breach by Supplier of the representations or warranties in this Agreement; (v) the use or operation of the Products, including, without limitation, any Losses involving personal injury, death or property damage based on any theory, including strict liability theories, or warranty claim, defect or nonconformity as to any Product, and (vi) the wrongful or negligent act or omission by Supplier or its officers, directors, stockholders, agents, servants, employees, representatives or subcontractors relating to the purchase and sale of Products pursuant to this Agreement, except to the extent that such liability is caused by the negligent acts or omissions or willful misconduct of a ZAGENO Indemnified Party

(c) Procedure. The indemnified Party will promptly notify the indemnifying Party of the existence of any Claim giving rise to a claim for indemnification under the Agreement. The indemnifying Party will have a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the indemnified Party will always have the right to participate in such defense at its own expense. If, within a reasonable time after receipt of notice of a Claim the indemnifying Party fails to undertake to so defend, the indemnified Party will have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) such Claim for the account and at the risk and expense of the indemnifying Party. The indemnified Party will make available to the indemnifying Party, at the indemnifying Party's expense, such information and assistance as the indemnifying Party will reasonably request in connection with the defense of such Claim.

10. LIMITATION OF LIABILITY. NOTHING IN THIS AGREEMENT IS PURPORTED TO LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, FRAUD, FRAUDULENT MISREPRESENTATION, OR ANY OTHER MATTER IN RESPECT OF WHICH IT WOULD BE UNLAWFUL FOR SUCH PARTY TO EXCLUDE OR RESTRICT LIABILITY. SUBJECT TO THIS, AND EXCEPT FOR LIABILITIES ARISING FROM (a) EACH PARTY'S INDEMNIFICATION OBLIGATIONS, OR (b) A BREACH OF SECTION 7, CONFIDENTIALITY, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR LOSS OF PROFITS OR REVENUE, OR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN NEGLIGENCE, CONTRACT, TORT, WARRANTY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S LIABILITY FOR DAMAGES HEREUNDER, WHETHER IN AN ACTION IN NEGLIGENCE, CONTRACT OR TORT OR BASED ON A WARRANTY OR OTHERWISE, WILL IN NO

EVENT EXCEED THE AMOUNT PAID OR OWED TO SUPPLIER UNDER THE AGREEMENT IN THE 12 MONTHS PRECEDING THE DATE THE CLAIM FIRST AROSE.

11. TERM; TERMINATION.

(a) Term. The Agreement will be effective from the Effective Date and continue for 36 months (the "Initial Term"). Thereafter, this Agreement will renew for additional 12-month terms (each, a "Renewal Term," and together with the Initial Term, the "Term"), unless either Party notifies the other Party of its intent not to renew at least 60 days before the end of the then-current Term. If the Listing Form Term (defined below) is longer that the Term of the Agreement, then the Term of the Agreement will be extended to match the end of the Listing Form Term.

(b) Listing Form Term. Unless earlier terminated in accordance with the Agreement, the initial term of each Listing Form commences on the Listing Form Effective Date and will continue for a period of one year (or the initial term as indicated in the Listing Form, if different). Thereafter, unless otherwise expressly specified in a Listing Form, each Listing Form will automatically renew for additional one-year terms, unless either Party notifies the other Party of its intent not to renew at least 60 days before the end of the then-current term.

(c) Termination for Breach. Either Party may terminate the Agreement or any Listing Form upon written notice to the other Party if such other Party materially breaches the Agreement or such Listing Form and such material breach is not cured within 30 calendar days after receipt of written notice of such breach.

(d) Effects of Termination or Expiration. Upon expiration or termination of the Agreement for any reason, ZAGENO will promptly delist the Products from the Marketplace Platform and all rights and obligations of the Parties under the Agreement will cease, except each Party will perform its obligations with respect to any Orders placed by Buyers prior to the expiration or termination of the Agreement; and provided that any payment obligations of either Party that have accrued prior to such expiration or termination, and Sections 4, 5, 6, 7, 8, 9, 10, 11, and 12 will survive.

12. GENERAL.

(a) Insurance. During the Term and for a period of two years thereafter, Supplier will, at its own expense, maintain, and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with limits no less than $2,000,000 for each occurrence and $4,000,000 in the aggregate with financially sound and reputable insurers. Upon ZAGENO's request, Supplier will provide ZAGENO with a certificate of insurance evidencing the insurance coverage required by this Section.

(b) Publicity. Each Party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, ZAGENO may refer to Supplier and its logo and the relationship between ZAGENO and Supplier in ZAGENO's marketing collateral, website, and other promotional and marketing materials.

(c) No Agency. Neither Party is authorized to serve as an agent for the other Party, and neither Party will have the power, nor claim or represent to any third party that such Party has the authority to act for or bind the other Party in any manner.

(d) Amendments and Waivers. Any term of the Agreement may be amended or waived only with the written consent of both Parties. The waiver or failure of either Party to exercise in any respect any right provided in the Agreement will not be deemed a waiver of any other right or remedy to which the Party may be entitled.

(e) Sole Agreement. The Agreement, including any Listing Form, constitutes the entire agreement of the Parties with respect to the subject matter hereof. It supersedes all prior agreements, negotiations,

correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any of the Parties with respect to the subject matter hereof.

(f) Notices. All notices under the Agreement will be in writing and sent, as applicable, to the Party's address in the most recent Listing Form (or a new address provided in writing to the other Party), and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

(g) Disputes and Governing Law. The Agreement, including any Listing Form, and their performance will be governed interpreted, construed, and regulated by the laws of the State of New York, United States, without reference to its choice of law rules. All disputes arising out of the Agreement and Listing Forms will be resolved by arbitration in accordance with the International Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by a commercial arbitrator selected from the appropriate list of JAMS arbitrators in accordance with such Arbitration Rules and Procedures. All such arbitration will be conducted in New York, New York, United States. The arbitrator will have the authority to grant specific performance as well as any other remedy authorized by law and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrator may determine. The prevailing Party in the arbitration will be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection with the arbitration. Notwithstanding the foregoing, each Party will have the right to institute an action for preliminary injunctive relief without first seeking recourse to arbitration to avoid immediate and irreparable harm in the state or federal courts located in New York, New York, and each Party hereby submits to the in personam jurisdiction and venue of those courts and agrees that any such dispute may be filed in those courts and no other.

(h) Force Majeure. Each Party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a Party's financial condition or any internal labor problems, including strikes, lockouts, work stoppages or slowdowns, whether actual or threatened) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event.

(i) Severability. If one or more provisions of the Agreement are held to be unenforceable under applicable Law, the Parties agree to renegotiate such provision in good faith. If the Parties cannot reach a mutually agreeable replacement for such provision, then (i) such provision will be excluded from the Agreement, (ii) the balance of the Agreement will be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement will be enforceable in accordance with its terms.

(j) Successors and Assigns. The Agreement is binding upon and enforceable by the Parties and their respective successors and permitted assigns. Neither Party may assign the Agreement without the prior written consent of the other Party; provided however, that each Party may assign the Agreement without such consent to a corporation or other business entity succeeding to all or substantially all the assets or business of such Party that relates to the Agreement, whether by merger, purchase or otherwise. Any attempted assignment, delegation, or transfer by Supplier in violation of this Section will be null and void.

(k) Construction. The titles and headings in the Agreement are for ease of reference only and will not affect the meaning or construction of any of the terms of the Agreement.

(l) Advice of Counsel. Each Party acknowledges that, in executing the agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all the terms and provisions of the agreement. Neither Party will be deemed to be the drafter of the agreement and it will not be construed against either Party.

AGREED BY AND BETWEEN:

[Supplier legal name]	**ZAGENO Inc.**
Name:	Name: Lyudmil Daskalov
Title: [Title]	Title: VP Operations
Date:	Date: