

GENERAL PURCHASE TERMS AND CONDITIONS D.O.R.C. DUTCH OPHTHALMIC RESEARCH CENTER (INTERNATIONAL) B.V.

1 GENERAL

- 1.1 These General Purchase Terms and Conditions (hereinafter referred to as: the "GP T&C") are applicable to all requests, offers and assignments with regard to the sale and/or delivery of deliverables (hereinafter conjointly referred to as: the "deliverables") by a supplier (hereinafter referred to as: the "SUPPLIER") to D.O.R.C. Dutch Ophthalmic Research Center (International) B.V., Scheijdelweg 2, 3214 VN Zuidland, the Netherlands (hereinafter referred to as: "D.O.R.C.") and to all agreements concluded with D.O.R.C. in connection therewith.
- 1.2 The applicability of the Terms and Conditions of the SUPPLIER is hereby expressly rejected.
- 1.3 Stipulations deviating from these GP T&C shall not be deemed accepted by D.O.R.C. unless and until confirmed in writing by D.O.R.C..
- 1.4 In case of a discrepancy between these GP T&C and a specific agreement, including confirmed deviating GP T&C, concluded by and between the parties, limited to the discrepancies, the concluded agreement shall prevail over these GP T&C.

2 CONCLUSION

- 2.1 All offers of the SUPPLIER are irrevocable until the expiry date of such offer.
- 2.2 An agreement is not concluded other than after D.O.R.C. has confirmed same in writing.

3 CHANGES

- 3.1 Once an agreement has been reached between the parties, the SUPPLIER shall not make any changes in the design or the specifications submitted by D.O.R.C. without the written approval or the written request of D.O.R.C..
 - 3.2 The SUPPLIER shall at all times be held to implement or deliver the changes in or the additions to the deliverables as defined in the agreement desired by D.O.R.C. to the extent technically possible.
 - 3.3 Changes and additions shall not lead to an increase of the agreed price or an extension of the agreed delivery time. Except if and to the extent that:
 - i. this appears to be reasonable; and
 - ii. a proposal of the SUPPLIER concerning an increase or extension has been communicated to D.O.R.C. in writing; and
 - iii. the SUPPLIER's proposal has been approved by D.O.R.C. in writing prior to the implementation of the change or addition; and
 - iv. within five (5) working days after the request of D.O.R.C. for the relevant change or addition.
 - 3.4 If the consequences for the price and/or the delivery time would, at the discretion of D.O.R.C., be unreasonable, then D.O.R.C. has the right to dissolve the agreement either in whole or in part.
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4 OUTSOURCING OF OBLIGATIONS

- 4.1 The SUPPLIER can only outsource or subcontract an obligation by virtue of the agreement to a third party with the prior approval of D.O.R.C. in writing. Reasonable conditions can be imposed on this outsourcing.

5 PRICE AND PRICE ADJUSTMENT

- 5.1 The prices are firm-fixed-prices, and excluding VAT, and, unless otherwise agreed, include all costs and expenses of DDP (Delivery Duty Paid) delivery as stipulated in article 7.1.
- 5.2 All prices are expressed in Euros, unless expressly stipulated otherwise.

6 INVOICING AND PAYMENT

- 6.1 Invoices shall be sent with a purchase order number. If an invoice does not contain this information, the invoice shall be deemed not accepted by D.O.R.C..
- 6.2 Unless D.O.R.C. submits a complaint after receipt of the deliverables about the quality or about the quantity of the delivered deliverables, payment shall take place within sixty (60) calendar days after the date of receipt of the invoice or after complete fulfilment of all obligations by the SUPPLIER, whichever is the latest.
- 6.3 Payment by D.O.R.C. shall by no means imply a waiver of any right by D.O.R.C..
- 6.4 Advance payments are not made, unless indicated otherwise in the order. In that case — should the order not be performed in full as agreed by the parties — all effected advance payments shall be considered as an undue payment to the SUPPLIER .
A bank guarantee must be provided in case of advance payments.

7 DELIVERY

- 7.1 Delivery takes place at D.O.R.C.'s premises, at the date requested by D.O.R.C., in conformity with the Incoterm DDP (Delivery Duty Paid) applicable on the date of the offer.
- 7.2 Time is of the essence, and therefore the stipulated delivery date is considered to be final. The SUPPLIER shall be in default as a result of lapsing of the delivery date, without any notice of default being required. The SUPPLIER shall be liable for all losses arising from any delays in delivering. If it can be foreseen that a delivery date cannot be met, the SUPPLIER shall inform D.O.R.C. immediately, indicating the reasons for the delay.
- 7.3 Partial deliveries or deliveries prior to the stipulated time require the prior approval of D.O.R.C. in writing.
- 7.4 At the request of D.O.R.C. the SUPPLIER shall be held to provide D.O.R.C. with a production or implementation planning and/or to lend its cooperation to progress control on behalf of D.O.R.C..
- 7.5 The delivery shall only be considered to be complete if it has been delivered or completed in full and in accordance with the agreement at the location designated by D.O.R.C..
- 7.6 D.O.R.C. is entitled to postpone the delivery. The SUPPLIER shall in that case store, preserve, secure and insure the deliverables in a soundly packaged, separate and recognizable manner.

8 DOCUMENTATION AND PLANNING

- 8.1 The SUPPLIER is obliged to render documentation according to the agreement pertaining to the deliverables available to D.O.R.C. prior to or simultaneously with the delivery.

- 8.2 The SUPPLIER is obliged to conform to the working hours and the planning — and possible changes thereof — of D.O.R.C. and it must organize its activities such that it shall not disrupt the activities of D.O.R.C. or third parties. Where necessary SUPPLIER must carry out activities in shifts or overtime.

9 AVAILABILITY OF DELIVERABLES

- 9.1 The SUPPLIER is personally responsible for the necessary auxiliary materials and tools, including working clothes and safety means.
- 9.2 If tools are rendered available by or on behalf of D.O.R.C., D.O.R.C. shall be entitled to charge the costs thereof (including shipment) to the SUPPLIER.
- 9.3 All deliverables that are rendered available by D.O.R.C. in connection with the implementation of the assignment are shipped at the expense of the SUPPLIER and shall at all times remain the property of D.O.R.C.. Damages to deliverables rendered available by D.O.R.C. are at the risk and expense of the SUPPLIER.

10 INSPECTION

- 10.1 D.O.R.C. shall at all times be entitled to inspect, control (have controlled) and/or test (have tested) regardless of the location where the relevant deliverables are located.
- 10.2 Inspection, control, testing, purchase and/or payment by or on behalf of D.O.R.C. shall not relieve the SUPPLIER from any obligation or liability.

11 TRANSFER OF RISK AND TITLE

- 11.1 The title of the deliverables transfers to D.O.R.C. after they have been delivered and, where necessary, assembled or installed.
- 11.2 If D.O.R.C. effectuates any payment prior to the delivery or completion the title of the deliverables related to this payment and/or components or materials for the benefit of those deliverables already present at the SUPPLIER shall transfer to D.O.R.C. at the time of payment.
- 11.3 The SUPPLIER is obliged to identify and keep identified the relevant deliverables still present at the SUPPLIER for the benefit of D.O.R.C.. With regard to the deliverables present at the SUPPLIER, the SUPPLIER is qualified as holder on behalf of D.O.R.C..
- 11.4 The risk of the deliverables transfers to D.O.R.C. at the moment that the delivery, the assembly and subsequently the approval of the deliverables in accordance with the inspection requirements of D.O.R.C. took place, and all documentation according to the agreement has been rendered.

12 CONFIDENTIALITY AND NON-DISCLOSURE

- 12.1 The SUPPLIER shall keep the existence, the nature and the content of the agreement as well as other business information concerning D.O.R.C. confidential and shall not disclose anything in connection therewith without the approval of D.O.R.C. in writing. If this provision is breached D.O.R.C. shall claim a penalty / indemnification. This provision is applicable up to 10 years after the expiry of the agreement / purchase order.
- 12.2 Each and every breach of the confidentiality obligations set forth in paragraph 1 by the SUPPLIER shall result in an immediately payable, without judicial intervention, penalty for the SUPPLIER of EUR 25,000.00 (twenty-five thousand Euros) for each breach and without prejudice to the right of D.O.R.C. to claim full compensation for the actually incurred damages.

13 INTELLECTUAL PROPERTY

- 13.1 In consideration of the fees paid to the SUPPLIER, and unless agreed otherwise in writing and to the extent legally permissible, all intellectual property rights including, but not limited to, patents, trademarks, copyrights, database rights, design rights, and source files obtained or developed as a result of the SUPPLIER's performance of the orders (the "Foreground Intellectual Property") that were developed for D.O.R.C. or arise out of the SUPPLIER's performance of the orders for D.O.R.C. shall become the sole property of D.O.R.C., and the SUPPLIER shall take such steps reasonably requested by D.O.R.C. to assign to D.O.R.C. any and all such rights, title and interest to the Foreground Intellectual Property. D.O.R.C. shall have the unrestricted, exclusive and free right to use and exploit all Foreground Intellectual Property.
- 13.2 The SUPPLIER warrants and represents that any and all Foreground Intellectual Property (whether created by the SUPPLIER, its employees, agents, subcontractors or otherwise) shall be free of claims of ownership by any third party.

14 MEDICAL APPLIANCES

- 14.1 If and to the extent that the latest Medical Device Regulation is applicable to deliverables to be delivered, the deliverables to be delivered must fully comply with the requirements of the regulation.

15 PACKAGING AND SHIPMENT

- 15.1 The deliverables must be packaged properly and be labelled in conformity with the instructions of D.O.R.C. or the applicable Medical Device Regulation so that in case of normal transportation the deliverables can reach their destination in a good state. The SUPPLIER is liable for damages caused by unsound packaging.
- 15.2 All packaging, with the exception of packaging on loan, shall become the property of D.O.R.C. upon delivery and approval. Packaging on loan must clearly be marked as such by the SUPPLIER.
- 15.3 Return shipments of packaging on loan take place at the expense and risk of the SUPPLIER to a location indicated by the same.

16 WARRANTY AND LIABILITY

- 16.1 The SUPPLIER warrants that all delivered deliverables comply with the agreement, and meet the pertinent requirements of the authorities and any relevant technical associations. They must ensure the presence of characteristics that can be expected by D.O.R.C. in pursuance of the agreement, in particular characteristics that are required for normal use of the deliverables and of which D.O.R.C. should not doubt their presence as well as characteristics that are required for a particular use anticipated in the agreement. The SUPPLIER also warrants that all the delivered deliverables are safe and comply with applicable government regulations. The warranty period shall be 24 months after delivery of the deliverables.
- 16.2 On demand of D.O.R.C. the SUPPLIER is held to remedy all errors and defects either through repair or replacement, at the discretion of D.O.R.C., regardless of the cause of the shortcoming and without prejudice to the liability of the SUPPLIER in pursuance of the agreement. In case of noncompliance by the SUPPLIER, D.O.R.C. shall be entitled to at the expense and risk of the SUPPLIER carry out, or have third parties carry out, all that which is required or D.O.R.C. shall be entitled to a discount on the price stipulated for the delivered deliverable in proportion to the decline in value of the good.

- 16.3 The SUPPLIER shall indemnify D.O.R.C. and its affiliates, officers, directors, employees, agents and representatives (the "Indemnified Party") for all liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest penalties and legal and other reasonable professional costs and expenses) on the part of the Indemnified Party resulting from any failure of the supplier to comply with its obligations as also for all damages caused by the SUPPLIER, its staff or people and companies hired by the same and/or by shortcomings in deliverables delivered or yet to be delivered by the same.
- 16.4 Neither receipt nor payment of the deliverables implies acceptance. If it becomes apparent that the deliverables do not correspond with the requirements imposed in the agreement and/or described in the specification or otherwise deviate from the agreement, D.O.R.C. shall be entitled to dissolve the agreement either in whole or in part without any notice of default or judicial intervention being required and without prejudice to its other statutory rights.

17 INSURANCE

- 17.1 The SUPPLIER shall maintain all necessary insurance coverages, with insurance carriers as deemed appropriate by industry standards, including, but not limited to, public liability (including contractual and product coverage), and professional liability (errors and omissions). The SUPPLIER shall furnish a certificate of insurance to D.O.R.C. as evidence of appropriate coverages prior to providing deliverables to D.O.R.C., if requested.

18 SUSPENSION, DISSOLUTION, TERMINATION

- 18.1 D.O.R.C. is entitled to suspend its obligations by virtue of the agreement in writing or to dissolve or terminate (hereinafter referred to as: "dissolve") the agreement either in whole or in part, without any prior notice of default being required, if and as soon as the SUPPLIER does not, untimely or improperly comply with any of its obligations under the agreement. In case of suspension of payment or insolvency of the SUPPLIER, attachment on (a part of) its business possessions or assets meant for the implementation of the agreement and discontinuation or liquidation of its company D.O.R.C. shall only be held to compensate the SUPPLIER for the pro rata price for the already delivered deliverables, all without prejudice to the right of D.O.R.C. to claim compensation for damages pursuant to article 16.3.
- 18.2 There shall be a matter of untimely compliance within the meaning of article 18.1 if a backlog is created in respect of the planning received by D.O.R.C. or prescribed by DORC by virtue of the agreement.
- 18.3 If D.O.R.C. or the SUPPLIER is prevented from complying with the agreement for a period of more than thirty (30) calendar days as a result of force majeure, D.O.R.C. shall be authorized to dissolve the agreement by means of a written notice upon compensation for the pro rata price for the already delivered deliverables.
- 18.4 Apart from the instances specified in the articles 3.4 and 18.1, 18.2 and 18.3, D.O.R.C. shall be authorized to dissolve the agreement by means of a written notice upon compensation for the pro rata price for the already delivered deliverables and, if the SUPPLIER demonstrates to have thus incurred damages and losses, increased by a surcharge of at most 10% of the residual stipulated price by way of compensation for these damages and losses (including lost profit). Each and every claim of the SUPPLIER for additional supplemental or alternative compensation for damages is excluded. In the event of such written notice, the SUPPLIER shall immediately stop all work, and shall immediately cause any of its suppliers or subcontractors to cease such work. The SUPPLIER shall not be paid for any work done after receipt of said notice.

19 COMPLIANCE WITH LAWS

- 19.1 Each party shall comply with all applicable laws, regulations, court decisions or administrative rulings in the execution of the Agreement. Failure to do so shall constitute a material breach of the agreement.

20 COMPLIANCE WITH TRADE LAWS

- 20.1 SUPPLIER guarantees that it shall ascertain and comply with all applicable obligations and restrictions arising out of or following from any and all relevant sanctions and export controls legislation of the United Nations, the European Union, the United States of America, the Netherlands, the country where the SUPPLIER has its main place of business and any other country that is or may be or become relevant in respect of the agreement (together, the "Trade Laws").
- 20.2 SUPPLIER will maintain adequate internal checks and procedures to monitor for suspicious activity and ensure compliance with the Trade Laws, including but not limited to procedures to ensure that all activities and transactions under the agreement are accurately recorded and reported in its books and records to reflect the activities and transactions to which they pertain, including but not limited to the purpose of each transaction and to whom it was made or from whom it was received.
- 20.3 SUPPLIER's failure to comply with any provision of this clause can be ground — subject to the sole discretion of D.O.R.C. — for immediate cancellation of the agreement by D.O.R.C. without any prior notification. In the event of such cancellation, D.O.R.C. shall be under no further obligation resulting from the agreement and the SUPPLIER shall indemnify D.O.R.C. from any direct and indirect damages, claims, penalties or other losses resulting from that breach. D.O.R.C. shall be entitled to any other remedies available at law or in equity.
- 20.4 SUPPLIER will ensure that all obligations under this clause be passed on to any third party that SUPPLIER contracts or uses in its performance of the agreement, or that takes over any obligation, or part thereof.

21 COMPLIANCE WITH ANTI-BRIBERY AND ANTI-CORRUPTION LAWS

- 21.1 SUPPLIER will at all times comply with all applicable obligations and restrictions arising out of or following from any and all relevant anti-bribery and anti-corruption legislation of the United States of America, the United Kingdom, the Netherlands, the country where the SUPPLIER has its main place of business and any other country that is or may be or become relevant in respect of the agreement (together, the "Anti-Bribery Laws").
- 21.2 SUPPLIER will maintain adequate internal checks and procedures to monitor for suspicious activity and ensure compliance with the Anti-Bribery Laws, including but not limited to procedures to ensure that all activities and transactions under the agreement are accurately recorded and reported in its books and records to reflect the activities and transactions to which they pertain, including but not limited to the purpose of each transaction and to whom it was made or from whom it was received.
- 21.3 Any offer to and acceptance by the SUPPLIER 's board member(s) and/or employees of money, gifts, travel, entertainment or any other consideration, in relation to the Agreement or D.O.R.C., that is intended to or may be construed as an inducement to act in any manner is strictly prohibited. SUPPLIER will not offer, promise or give anything, including but not limited to political contributions, whether directly or indirectly, to anyone, including any political party or campaign, any official or employee of any public organization, any public international organization or any official or employee of any government-owned enterprise or institution for the purpose of obtaining or retaining business or otherwise securing an improper advantage in relation to the Agreement or D.O.R.C.. In relation to the Agreement or D.O.R.C., SUPPLIER will not offer, promise, give or accept anything to or from a business relationship, unless it is for a genuine purpose, reasonable, given in the ordinary course of business and it complies with the local laws.
- 21.4 SUPPLIER will immediately notify D.O.R.C. if it becomes aware of any behavior in the performance of the Agreement by its board member(s) and/or employees that is or may be inconsistent with the Anti-Bribery Laws.

22 DATA PROTECTION

- 22.1 The parties shall be responsible for complying with their respective obligations under any applicable Data Protection Acts applicable to the processing of data relating to individuals ("Personal Data"). If the deliverables to be delivered by the SUPPLIER requires a written data processing agreement complying with the appropriate laws shall be executed before the transfer of Personal Data. Where a transfer of Personal Data only concerns business related Personal Data a data processing agreement shall not be required.
- 22.2 Personal Data shall only be collected, processed and/or used to the extent necessary for:
- i. the formation and execution of the underlying purchase agreement and/or any further agreements between the SUPPLIER and D.O.R.C.; and
 - ii. for the delivery of the deliverables by SUPPLIER to D.O.R.C..

23 DISPUTES

- 23.1 All disputes, including those that are only experienced as such by one of the parties, shall be settled by the competent Court in Rotterdam.
- 23.2 Dutch law is applicable to all agreements to which these GP T&C are applicable either in whole or in part.