

General terms and conditions for services of Immungenetics AG

Status: Jan. 25th, 2011

These general terms and conditions are valid for all research and/or development services (contract work) which are to be rendered by Immungenetics GmbH (contractor). Divergent, conflicting or complementary terms and conditions of the customer shall not be part of the contract, unless the contractor gives his written consent.

1. Task description

The subject of the contract shall be detailed in the task description of the proposal/order confirmation of the contractor.

2. Duration/schedule

If the proposal/order confirmation includes a schedule or deadlines these shall only be binding if explicitly confirmed by the contractor.

If the contractor realises that the binding schedule or the binding deadline cannot be kept he will inform the customer about the reasons for delay and agree on an acceptable postponement.

3. Costs

The costs will be based on fixed prices. Nevertheless, the parties may agree on paying a fee based on the hours worked for the project, if required with a cost limit. The VAT (-if any-) shall be added to this fee.

If the contractor realizes that the cost limit cannot be kept due to reasons that were not foreseeable at the time the order has been placed he will inform the customer and agree on an acceptable adjustment. Unless the parties have agreed on such adjustment the contractor is not obliged to continue with his work once the cost limit has been reached.

4. Payment

Payments are due according to the schedule detailed in the proposal/order confirmation. In the absence of a payment schedule the total amount shall be paid by the due date mentioned in the invoice. Payments are due net and shall be made by bank transfer to the account mentioned in the invoice referring to the invoice number.

5. Results, user rights

Upon completion of the work the results shall be delivered to the customer in the form detailed in the proposal/the order confirmation.

The customer shall have the non-exclusive, free right to use the results of the project including copyrighted work and the resulting know-how for the purpose, which was the basis for the project. If the results include inventions the customer may require a non-exclusive, non-gratuitous right to use these inventions and industrial property rights filed by and granted to the contractor, which shall be agreed upon separately, unless there are further conflicting obligations of the contractor.

If the project results in joint inventions these can be used and licensed by both parties without financial compensation. The parties shall then bear a share of the costs for application, maintaining and defence of the respective industrial property rights, which shall be agreed upon by the parties. In case of copyrighted works which are created jointly by the parties in the scope of the project (joint copyright) paragraph 5.3, clause 1 shall apply accordingly.

6. Liability

The contractor shall carry out the work thoroughly while considering approved research standards. In the case of research and/or development orders the contractor shall assume no liability or warranty for the achieving of certain results, the usability of the results for a certain purpose, the ability for commercialisation or the absence of third-

party property rights. If conflicting property rights are known the contractor shall notify the customer immediately.

The liability of the contractor and his staff for damages to the customer shall be limited to the project budget. This limit shall not be valid for damages resulting from intentional or grave neglects of duty. If legally admissible each further liability shall be excluded independent of the legal cause. The customer shall exempt the contractor from all claims regarding product or producer liability.

If the contractor does not render the service in time or as agreed the customer may only demand compensation instead of performance if he has determined an appropriate deadline for the performance after which it is not accepted.

7. Non-disclosure

The parties shall not disclose technical or business information, which they have disclosed to each other and which are confidential, to third parties for a period of five years after completion of the contract. This does not include information which was known or accessible to the other party or the public prior to the disclosure, or which was accessible or known to the public after the disclosure without involvement or fault of the other party, or which corresponds to information which was disclosed or made accessible to the other party by an authorised third party or staff of the other party, who did not know about the disclosed information and created them himself.

Subcontractors of the contractor which have been assigned to tasks within the project shall not be seen as third parties in the sense of this provision if they are sworn to secrecy.

8. Cancellation

Both parties are entitled to a due notice of termination by the end of the next month if after the agreed deadline, which may have been postponed by both parties, no considerable progress has been made. Apart from that, there is no right of termination.

Each party may terminate the contract without notice for cause.

After the termination has taken effect the contractor will deliver the achieved result to the customer within four weeks by the end of the period of notice. The customer is obliged to reimburse the costs of the contractor which incurred until the end of the period of notice. Staff costs shall be reimbursed based on the hours worked for the project. If the termination has been caused by default of one party claims for damages remain unaffected.

9. Final provisions

Any additional agreements, changes and amendments shall be made in writing.

Place of performance is Rostock.

The law of the Federal Republic of Germany shall apply but not the UN Convention Relating to a Uniform Law on International Sale of Goods.