MAYMAG BIOLOGICS

TERMS OF SERVICE

1. Direct Engagement and Authorized Counterparties

MayMag Biologics ("Company" or "Supplier") contracts and conducts business exclusively with **Brand Owners** (the legal entity owning the brand, products, or intellectual property at issue) and **Contract Awardees** (the prime or direct awardee holding the underlying contract or award).

Supplier does not enter into agreements with, accept binding instructions from, or conduct commercial negotiations through third-party consultants, brokers, intermediaries, or advisors acting on a prospect's or client's behalf unless expressly authorized in writing by Supplier. Any inquiry, scoping, or communication initiated by a third-party consultant or intermediary will be redirected or transferred directly to the prospective Account Owner, Procurement Department, or Primary Decision Maker with binding authority. Supplier reserves the right to pause or decline discussions until direct engagement with an authorized representative of the Brand Owner or Contract Awardee ("Buyer") is established.

2. Order Basis, Quoting Structure, Commitment Deposit, and Price Validity

2.1 **Pay-As-You-Order Basis:** Supplier operates exclusively on a pay-as-you-order basis without a formal master commitment agreement, except where Buyer solely elects to enter into a committed contract in accordance with Section 2.3.

2.2 **Quoting Structure:** Based on Buyer's order specifications, Supplier will provide two distinct quotations:

- **Full-Service / Turnkey Quote:** Supplier provides all required raw materials and devices and ships the finished goods in ready-to-sell form; and
- **Buyer-Supplied Materials Quote:** Buyer supplies all required raw materials and devices for processing and assembly by Supplier.

2.3 **Commitment Deposit:** Should Buyer solely elect to enter into a committed contract, Buyer shall pay a **$50,000 commitment deposit** upon execution to lock in the agreement. This deposit is independent of any Purchase Order, shall not be credited toward invoices, and shall be refunded to Buyer within **thirty (30) days** following the expiration or termination of the committed contract, subject to any valid offsets or claims permitted under this Agreement.

2.4 **Price Validity:** All quoted prices are valid for **twelve (12) calendar months** from the date of quotation, at the conclusion of which Supplier reserves the right to revise pricing in accordance with current market rates for each subsequent twelve (12) month period.

3. Manufacturing Lead Times and Testing Protocol

3.1 **Initial Production and Internal QC:** Production and internal Quality Control ("QC") testing shall require a timeframe of approximately **four to five (4 to 5) weeks**. This period commences upon:

- **(i)** complete physical receipt of all required raw materials, components, and excipients at the Supplier facility; and
- **(ii)** receipt of successful third-party analytical retest results confirming the sterility and specification compliance of the ready-to-use ("RTU") cartridges and Active Pharmaceutical Ingredients ("APIs").

Supplier will notify Buyer upon satisfactory completion of internal QC and third-party retest.

3.2 **Accelerated Stability Testing:** Upon completion of manufacturing, finished drug products shall be submitted to an accredited third-party testing laboratory for mandatory accelerated stability testing to establish a valid drug expiration date.

3.3 **Duration and Release Precondition:** The accelerated stability testing protocol requires a non-negotiable minimum duration of approximately **twelve (12) weeks** and cannot be expedited. Final commercial release of the product is strictly contingent upon successful completion of accelerated stability testing required to establish the product expiration date.

3.4 **Testing Extensions:** Should the testing laboratory mandate additional protocols or extended observations, Buyer will be promptly notified.

3.5 **Concurrent Testing Protocol and Commercial Readiness Determination:** All auxiliary third-party batch release testing shall be executed concurrently with the standard accelerated stability testing period protocol. Each analytical and microbiological assay shall be conducted strictly in accordance with its validated procedural duration. Neither party possesses the unilateral authority to accelerate these empirically mandated testing timelines. Specifically, Buyer expressly disclaims operational control over the analytical duration required to complete individual batch release assays. Final determination regarding drug product commercial readiness and commercialization clearance rests exclusively with the designated manufacturer, Supplier, independent of Buyer.

3.6 **Subsequent Order Lead Times:** Replenishment orders will require a standard production lead time of **four to eight (4 to 8) weeks**, commencing upon Supplier's physical receipt of all required packaging materials. Supplier will notify Buyer in the event units ship earlier or later than the predicted ship date.

4. Quality and Regulatory Allocation (Quality Agreement)

4.1 **Quality Agreement Primacy:** Operational and technical standards (including cGMP compliance, batch release parameters, and cleanroom protocols) are governed by the Quality Agreement ("QA"), while this Agreement governs liability and commercial terms.

4.2 **Component Certificate of Analysis (CoA):** If Buyer elects to provide the raw materials, Buyer shall provide a valid Certificate of Analysis ("CoA") and Certificate of Conformance ("CoC") for every lot of raw APIs, RTU cartridges, and injection pens shipped to Supplier. Supplier's incoming inspection obligation is limited to identity and visual integrity, and does not include full chemical verification beyond agreed third-party retests.

4.3 **Regulatory Responsibility and Filings:** Buyer remains the official Brand Owner and Regulatory Sponsor (NDA/BLA/ANDA holder) solely responsible for all regulatory submissions, approvals, product labeling compliance, and pharmacovigilance with applicable regulatory authorities (including, without limitation, the U.S. Food and Drug Administration).

5. Financial and Payment Protection

5.1 **Storage and Holding Fees:** Supplier reserves the right to assess daily or monthly ambient or cold-chain storage fees if incoming components arrive prematurely or if finished goods remain at Supplier's facility past a designated threshold of **five (5) days** after final third-party stability release.

5.2 **Yield Loss and Scrap Allowances:** If Buyer elects to provide the raw materials, an acceptable operational scrap or loss allowance of **three percent (3%)** standard setup and fill loss is inherent to automated isolation fill-finish runs. Supplier is not liable for API, component, or material loss within this standard variance.

6. Intellectual Property (IP) Protection

6.1 **Background IP Reservation:** Supplier retains sole and exclusive ownership of all pre-existing intellectual property, trade secrets, isolation fill-finish processes, custom tooling or equipment modifications, and proprietary manufacturing workflows.

6.2 **Foreground Process IP:** Any operational improvements, engineering modifications, or process developments made to Supplier's robotic isolation fill-finish equipment or component heads during production remain the sole and exclusive intellectual property of Supplier.

6.3 **Non-Infringement Warranty:** Buyer represents, warrants, and covenants that the drug APIs, pen device designs, specifications, and packaging do not infringe, misappropriate, or violate any third-party patents, copyrights, trademarks, trade secrets, or other intellectual property rights.

7. Product Recalls, Indemnification, and Limitation of Liability

7.1 **Indemnification by Buyer:** Buyer shall defend, indemnify, and hold harmless Supplier (and its affiliates, officers, directors, employees, and agents) from and against any and all third-party product liability claims, patient injuries, damages, losses, or patent or intellectual property litigation arising out of or relating to the drug formulation, device design, labeling, or commercial distribution, except to the extent caused by the proven gross negligence or willful misconduct of Supplier.

7.2 **Recall Expenses:** In the event of a product recall, field action, or market withdrawal caused by defective APIs, supplier packaging failures (where supplied by or on behalf of Buyer), or Buyer design specifications, Buyer shall bear all financial costs associated therewith, including, without limitation, customer and regulatory notification, retrieval, destruction, and third-party laboratory testing fees.

7.3 **Limitation of Liability:** Supplier's total cumulative liability under or in connection with this Agreement (whether in contract, tort, negligence, strict liability, or otherwise) shall not exceed the total service fees actually paid by Buyer to Supplier for the specific batch in question. **In no event shall Supplier be liable for any consequential, indirect, incidental, special, punitive, or exemplary damages, or for any lost profits, lost revenue, or loss of business opportunity, even if advised of the possibility of such damages.**

8. Force Majeure and Exculpatory Provision

Supplier shall not be held liable or financially responsible for any manufacturing, testing, or delivery delays, or failure to perform, caused by events beyond its reasonable control ("Force Majeure" / Acts of God), including, without limitation, severe weather, natural disasters, epidemics or pandemics, utility or equipment failures, delays in test report results from third parties, supply chain disruptions, labor disruptions, or recognized federal or state public holidays.

9. Dissolution and Termination Upon Thirty (30) Days' Notice

Either Party may, at its sole discretion and without liability or cause (except as expressly set forth in Section 2.3 regarding the commitment deposit and for payment obligations accrued prior to termination), dissolve, terminate, and exit the Signed Contract and this Addendum by serving **thirty (30) days' advance written notice** to the other Party upon the occurrence or declaration of any irreconcilable difference between the Parties.

10. Superseding Effect and Precedence

This Agreement / Addendum expressly supersedes, overrides, and controls any provisions, terms, obligations, or covenants outlined in any existing agreement between Buyer and Supplier prior to this Agreement, as well as any prior or contemporaneous written or oral

agreements, understandings, representations, or communications between the Parties concerning the subject matter hereof. In the event of any conflict, inconsistency, or ambiguity between the terms of a Signed Contract and this Addendum, the terms of this Addendum shall prevail.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused these Terms of Service to be duly executed by their authorized representatives as of the dates set forth below.

SUPPLIER: MAYMAG BIOLOGICS

- **Signature:** _____
- **Printed Name:** _____
- **Title:** _____
- **Date:** _____
- **Business Address:** _____

BUYER:

- **Legal Entity Name:** _____
- **Role (Check One):** [ ] Brand Owner [ ] Contract Awardee
- **Signature:** _____
- **Printed Name:** _____
- **Title:** _____
- **Date:** _____
- **Business Address:** _____