

SUPPLY AGREEMENT
(Initial Development and Evaluation)

This Initial Development and Evaluation Supply Agreement (“Agreement”), dated as of _____, 20__ (the “Effective Date”), is entered into by and between **FMC BioPolymer AS**, a Norway corporation (“Seller”) and _____ [**Full Legal Name of Buyer**] (“Buyer”).

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound, each of the parties to this Agreement hereby agrees to the following:

1. **Sale and Purchase of Product(s)**: Subject to the terms and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller from time to time, one or more of Seller’s ultrapure and/or sterile alginate products, chitosan products, and hyaluronic acid products (collectively, the “Product(s)”), at a purchase price as set forth in Seller’s price list as of the date of Buyer’s purchase of such Product(s). Buyer shall not sell or transfer Product(s) to any third parties without Seller’s prior written consent.

2. **Duration of this Agreement**: The duration of this Agreement shall commence as of the Effective Date and shall continue in effect for a period of five (5) years.

3. **Terms and Conditions**: All sales of the Product(s) by Seller to Buyer shall be governed by the terms of this Agreement and Seller’s standard terms and conditions of sale in effect at the time of such sale, and made expressly conditioned upon Buyer’s acceptance of and compliance with such terms and conditions. In the event that any terms or conditions of sale of the Product(s) by Seller to Buyer are different or otherwise inconsistent with the terms of this Agreement, the terms and conditions of this Agreement shall govern and those other terms and conditions are expressly rejected unless otherwise expressly agreed to by Seller in writing. A copy of Seller’s standard terms and conditions in effect as of the Effective Date are attached hereto and incorporated herein by reference.

4. **Initial Uses**:

(a) Buyer represents and warrants that:

- (i) all of the Product(s) shall be used by Buyer solely for non-clinical product development and research activities (“Initial Uses”);
- (ii) Buyer will not administer Product(s) in any form to humans;
- (iii) Buyer will comply with all applicable laws, rules and regulations and applicable industry standards, and
- (iv) the Product(s) will be handled, used and tested hereunder in a safe manner only by technically qualified individuals, utilizing wherever possible good laboratory practices.

(b) Buyer shall not be permitted to use the Product(s) for any other purpose other than the Initial Uses without executing a separate supply agreement with Seller.

(c) Buyer shall not sell or transfer Product(s) to any third parties without Seller’s prior written consent.

5. **Remedies and Indemnification**: In addition to all other rights and remedies of Seller arising under this Agreement or otherwise available at law or in equity, Buyer shall at all times be responsible for, and shall indemnify, defend and hold Seller, its affiliates, and its or their officers, employees, agents, distributors and contractors, harmless from and against, any and all manner of claims, liabilities, obligations, damages, penalties,

judgments, defenses, and/or costs and expenses (including, reasonable legal fees) resulting from, arising out of, or relating to (i) Buyer's use, handling or storage of the Product(s) and (ii) Buyer's breach of any representation or warranty set forth herein.

6. **Seller's Right of Termination:** Seller may terminate this Agreement immediately in the event: (a) Buyer fails to perform or comply in any respect with any term, condition or covenant in this Agreement (including, failure to pay any amounts when due), (b) a bankruptcy, receivership, insolvency, or reorganization proceeding has been commenced against Buyer, or (c) Seller reasonably believes that the production, marketing, sale, and/or use of the Product(s) directly or indirectly infringes any patent or other intellectual property, or violates governmental law, rule or regulation.

7. **Survival.** Upon expiration or termination of this Agreement, all rights and obligations of the parties under this Agreement shall terminate except for those described in Sections 4, 5 and 6 which shall survive in accordance with their terms.

8. **Entire Agreement:** This Agreement together with any attachments constitutes the complete understanding of Seller and Buyer regarding the subject matter contained in this Agreement and supersedes any and all other agreements or arrangements, either oral or in writing, between Seller and Buyer with respect to the subject matter contained in this Agreement. No modification of this Agreement shall be binding or enforceable unless expressly agreed to by Seller in writing.

9. **Signature:** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind the parties to this Agreement.

IN WITNESS WHEREOF, each of the undersigned hereby executes this Agreement as of the Effective Date.

FMC BioPolymer AS

[Full Legal Name of Buyer]

By: _____
Name:
Title:

By: _____
Name:
Title: