

Spinverse Oy
Keilasatama 5
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Finland

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Quotation # SO9994

Your Reference ORIGEN PO, XXX	Quotation Date 26.02.2026	Expiration 31.03.2026	Salesperson Anssi Savisalo
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Description	Quantity	Unit Price	Taxes	Amount
First payment of Chips project preparation, invoiced when accepting this quotation. (3000€)	1,000 Unit(s)	3 000,00	VAT 0% EU Service	3 000,00 €

Fees that apply only if related criteria are fulfilled:

1) *Second payment of Chips project preparation: 2700€ for partners who apply for <500 000€ total grants, 3700€ for partners who apply for 500 000€-700 000€ total grants, and 4700€ for partners who apply for >700 000€ total grants. Invoicing at the invitation to proceed to FPP stage (expected in June/July 2026), based on PO stage budgets. In case the Client's budget increases from the PO stage exceeding the above-mentioned limits, the missing fee is invoiced on FPP submission date.*

3) *Success fee 5,5% of the total EU grant awarded (+applicable VAT) + 0% of the national grants, invoiced in two (2) installments: First invoice will be 50% of the success fee based on applied grant in the FPP proposal, and it will be sent when FPP has been evaluated and an invitation to Grant Agreement preparation received. The remaining amount of success fee will be invoiced when the EU grant agreement has been signed. In case the Client would receive only EU grant and no national grants, the success fee is 2,75% of the EU grant. The Client has an obligation to promptly inform Spinverse when it receives the above-mentioned evaluation result.*

Spinverse shall have the right to Success Fee regarding also all related future submissions, which are substantially based on Spinverse's work and regardless whether such submission has been made by the Client or Client's affiliated entity or third party. The Client shall promptly inform Spinverse if it uses Spinverse's work provided under the Contract for the future submissions.

Annex 1: Spinverse Consulting Conditions of Contract

Annex 2: Project description

Notes:

- The price includes travels within the Greater Helsinki Area. Other travelling costs to be agreed separately.
- The work will start immediately after the first payment.
- Accepting this offer, the Client also agrees to contribute to the cost of professional project management support in the project

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execution phase. The expected share of such a cost is max 3% of a partner's total grants in addition other fees payable herein. The Coordinator (as defined at the Annotated Grant Agreement model) will decide if this is needed, and if yes, whether the cost is managed within or outside project budgets. The Coordinator will also assure the best value for money (e.g. manage tendering) on behalf of the consortium.

- The Consultant may use Microsoft Azure services to enhance the service delivery. For certain Azure services or configurations, data provided by the Client may be processed outside the European Economic Area within Azure's global infrastructure to provide the functionality, performance, or resiliency of the service. However, any data of the Client will remain stored at rest exclusively in Azure datacenters within the European Economic Area.

Responsibilities of the Client:

- The Client is responsible for checking with their legal offices that they agree with the terms of this offer.
- The Client is responsible for providing the required information needed in the application process.

Disclaimers:

- The Coordinator of the proposal is responsible for ensuring that the application will actually be submitted. Spinverse can only assist in the process.
- Spinverse will not provide any legal advice regarding any contracts.
- The Client understands that Spinverse relies on the information provided by the Client. If the required information is not provided, is incorrect, or violates 3rd party rights Spinverse's responsibility on the result is limited.
- In case the project is terminated before submitting the application the Client is not entitled to a refund of the already invoiced work.

Terms of Offer:

- The Spinverse Conditions of Contract as defined in Annex 1 shall be applied to all assignments performed by Spinverse.
- The services delivered in this project are described in Annex 2 "Project description" and shall be an integral part of this Offer.
- Upon the acceptance of this Offer, this Offer becomes a legally binding Contract as defined in the Spinverse Consulting Conditions of Contract.

Untaxed Amount	3 000,00 €
VAT 0%	0,00 €
Total	3 000,00 €

SPINVERSE CONSULTING CONDITIONS OF CONTRACT 01-2026.pdf

14 Net Days

SPINVERSE CONSULTING CONDITIONS OF CONTRACT

1. Application of conditions, documents forming parts of contract and their order of precedence

1.1 These Spinverse consulting conditions of contract ("Consulting Conditions") shall govern any assignment performed by Spinverse Oy or Spinverse Sweden AB (hereinafter the Consultant) for a client specified in the Consultant's offer ("Client"). For the purposes of these Consulting Conditions, Consultant and Client shall be referred separately as a Party and jointly as Parties.

1.2 It is agreed that the offer provided by the Consultant to the Client shall constitute a contract ("Contract") between the Client and the Consultant upon the acceptance of the offer by the Client.

1.3. The following order of precedence shall apply: (i) Contract; (ii) Consulting Conditions; and (iii) service description and any other appendixes to the Contract.

1.4. The Parties agree that any terms and conditions of the Client that have not been mutually agreed between the Consultant and the Client shall be null and void.

2. Performance of assignment

2.1 The assignment shall be performed in accordance with the agreed specifications and objectives utilizing the methods chosen by the Consultant.

2.2 The Consultant and the Client shall adjust the specification and the associated cost estimate for the assignment by mutual agreement in the event that the prerequisites for the assignment change or the assumptions forming the bases of the original plan are discovered to be inaccurate or insufficient.

2.3 The Consultant shall be solely responsible for the management of its personnel (including its employees and subcontractors), which shall remain under right of instruction throughout the performance of the assignment.

3. Common obligations

3.1 Both Parties have an obligation to contribute and support the performance of the assignment in respect of factors in the possession or control of that Party.

4. Obligations of Consultant

4.1 It is the responsibility of the Consultant that performance of the assignment and the deliverables associated with it meet the requirements of the Contract and that the work is performed with the required competence and in accordance with good business practices. The Consultant shall not be responsible for achieving a particular business outcome for the Client.

4.2 The Consultant shall provide information to the Client regarding progress of the assignment in accordance with the Contract. If a final report is included in the assignment and other reporting has not been agreed, delivery of the final report shall constitute the agreed reporting for the assignment.

5. Obligations of Client

5.1 The Client shall provide the Consultant with sufficient information as required for the performance of the assignment. The Client shall respond to the requests of the Consultant regarding additional information required, access to Client premises, and other resources controlled by the Client, and reasonably provide information access and resources for the use of the Consultant, to the extent and in accordance with the time schedule required by the assignment. The Client shall be responsible for the accuracy of the information provided. The Client shall appoint an authorized representative for the assignment when needed.

6. Privacy and Data Protection

6.1 In case the Parties have entered or will later enter into a separate data processing agreement ("DPA"), such DPA shall govern the processing of personal data. If the Parties have not entered into a separate data processing, the conditions set in 6.2-6.4 shall apply.

6.2 In connection to the assignment the Client acts as a Controller, as defined by General Data Protection Regulation ("GDPR"), regarding personal data processed by the Consultant for performing the assignment. The Client is responsible for the privacy and data protection of such data according to existing legislation. Consultant acts as a Processor, as defined by GDPR, and is responsible for processing personal on behalf of the Client and according to instructions given by the Client.

6.3 The Client, as Controller, is responsible for ensuring that the processing of personal data complies with the applicable data protection laws and regulations, including obtaining any necessary consents and providing required notices to data subjects.

6.4 The Consultant, as Processor, shall: (i) Process personal data only on documented instructions from the Client, including with regard to transfers of personal data to a third country; (ii) Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk; and (iii) assist the Client in fulfilling its obligations under GDPR, including with respect to data subject rights, data breaches, and data protection impact assessments.

7. Subcontracting

7.1 Consultant may delegate its obligations related to the assignment to a third party, provided that such third party will be bound by similar confidentiality obligations as agreed between the Parties. Consultant shall remain responsible for any such work and its results performed for the Client by the third party appointed by the Consultant.

8. Rights to results

8.1 Unless otherwise agreed and subject to the payment of the fees, the Client shall have a license to use the results of the consulting defined in the Contract. If no other scope is expressly defined, the license of the Client shall include unlimited use of the results for the internal business purposes of the Client in the ordinary course.

Disclosure of and the granting of any rights to use the results to any 3rd party shall require prior written agreement.

8.2 Intellectual property rights in all materials (including but not limited to designs, drawings, advice and calculations) specifically produced for the Client and pre-existing material of the Consultant shall remain property of the Consultant. The Client shall have the right to reproduce documents and materials for its internal business purpose. If the services provided for the Client by the Consultant are related to consortium project, the Client shall have the right to reproduce aforesaid material for the common business interest of the consortium without limitation. Use of the material by each of the Consultant and the Client in their respective activities is permitted subject to the condition of confidentiality.

8.3. Any pre-existing material of the Client shall remain with the Client. The Consultant shall have the unlimited license to incorporate such pre-existing material of the Client to the material produced for the Client or for the consortium that the Client is participating in without limitation in relation to the performance of the assignment. The Client warrants that all material provided by the Client do not infringe any third-party rights.

9. Confidentiality

9.1 Any confidential information shared under the Contract is subject to the Non-Disclosure Agreement ("NDA") between the Parties. If there is no specific NDA between the Parties, the conditions set in 9.2 – 9.4.

9.2 Each party shall keep confidential (also after the completion of the assignment) all nonpublic and proprietary information of other Party whether disclosed by directly or indirectly in writing, orally or by inspection of facilities or tangible objects (including but not limited technical information, customer information, business plans, results and/or design of market / business studies, financial analysis or marketing plans) ("Confidential Information").

9.3 Both Parties hereby agree that the Party receiving Confidential Information shall:

9.3.1 not disclose Confidential Information to any third party;

9.3.2 restrict dissemination of Confidential Information to its employees, directors, parent company, majority-owned subsidiaries, subcontractors and advisors who have a need-to-know Confidential Information, and who agree to abide by non-disclosure agreement terms at least as comprehensive as those set forth herein;

9.3.3 not be prevented from disclosing Confidential Information to the extent (and no further) that the Party receiving Confidential Information is required to do by a court of competent jurisdiction (or arbitration), legislation or rules of any stock exchange market; and

9.3.4 use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information of the other Party; and

9.3.5 use Confidential Information only for the purposes of the assignment, except that the receiving Party shall have the right to use Confidential Information also for its internal staff training and process development purposes (including but not limited to the LLM training).

9.4 The Contract imposes no obligation upon Confidential Information, if the Confidential Information disclosed:

9.4.1 is now available or becomes available to the public without breach of the Contract;

9.4.2 the Party disclosing Confidential Information grants written permission to publish such Confidential Information;

9.4.3 is lawfully obtained from a third party or parties without a duty of confidentiality; and

9.4.4 the Confidential Information is known to the Party receiving such information prior to the disclosure and such Party is able to demonstrate such knowledge.

9.5. Notwithstanding with the previous or any underlying NDA, the Client agrees and acknowledges that the Consultant may incorporate artificial intelligence (AI) technologies to enhance the service. The Consultant shall be also entitled to upload any material provided by the Client or any consulting results (including any Confidential Information) to cloud services hosted by third parties.

9.6 Upon permission granted by the Client and notwithstanding with the foresaid, the Consultant shall be entitled to publish the identity of the Client with a general description of the work delivered by the Consultant in business brochures and other marketing materials and in offers for other projects.

10. Consulting fee, expenses and terms of payment

10.1 Fees and chargeable expenses, the basis of their calculation and the period from which they accrue shall be defined in the Contract and its appendices. The current price list of the Consultant shall apply in case no other basis for the fee has been agreed. All prices provided by the Consultant are exclusive of any taxes, levies or similar obligations.

10.2 Unless otherwise agreed, fees will be invoiced as defined in the Contract and are payable within 14 days net upon receipt of the invoice.

10.3 Upon receipt of an invoice, the Client shall have five (5) business days to review the invoice and inform the Consultant about any errors. If the Client does not inform the Consultant about any errors within that time period, the invoice shall be deemed to be accepted by the Client.

10.4 The Consultant has the right to transfer and pledge all rights and receivables concerning the invoice to a third party, who becomes the sole and rightful recipient of the payment.

10.5 In case of late payment, a reminder invoice with an added 8% annual late payment interest claim shall be sent. If the reminder invoice is not paid within 14 days a collection agency may be appointed for recovery. The Client shall be obliged to compensate all reasonably recovery costs incurred due to the late payment, including but not limited to lawyer/debt collection agency fees.

11. Liability of Consultant

11.1 The liability of the Consultant for any damage shall be limited to that defined by the Contract and these Consulting Conditions. The Consultant is only liable for the negligent act or omission of the Consultant or other person relied upon by the Consultant in the performance of the assignment. The Consultant has no liability or responsibility in respect of whether the consulting will

enable the Client to reach a specific result or to avoid operational risks or threats.

11.2 The Client shall provide a written notice of any claim, including detailed specification as to the grounds and amount, without delay and in no event later than one month from the time of the delivery of material by the Consultant and the grounds for the liability of the Consultant such as a negligent error or omission. Compensation shall be excluded in respect of claims made more than one year after the delivery of the consulting service to which the claim pertains. In case the Client provides the notice on time, the Consultant shall have the obligation and the right to perform the required corrections as soon as feasible in the circumstances.

11.3 Unless otherwise agreed, the maximum aggregate liability of the Consultant in respect of each assignment shall be equal to the consulting fees received by the Consultant for the assignment. The liability of the Consultant shall be limited to such part of the damage which the Client is able to show would have been excluded or avoided if the assignment had been performed in a fully compliant and/or timely way by the Consultant.

11.4 Except in cases of willful misconduct or gross negligence, neither Party shall be liable for any indirect, incidental, special, punitive, or consequential damage caused to the other Party including but not limited to loss of income, revenue or markets, interruption of production or service provision, non-attainment of profit or other comparable damage whether arising in contract, tort (including negligence), or otherwise, even if advised of the possibility of such damages.

12. Indemnification

12.1 Each Party ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its affiliates, officers, directors, employees, and agents (collectively, the "Indemnified Party") from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (i) any breach by the Indemnifying Party of the Contract; (ii) any negligent act or omission, willful misconduct, or violation of applicable law by the Indemnifying Party; (iii) any third-party claim arising from or related to the Indemnifying Party's performance or non-performance under the Contract; or (iv) breach of applicable law.

12.2 After becoming aware of any claim, the Indemnified Party shall promptly notify the Indemnifying Party in writing of any claim for which indemnification is sought and shall cooperate with the Indemnifying Party in the defence or settlement of such claim.

12.3 With respect to the claims, demands, losses and damages asserted by employees of either Party against other Party, the employer Party assumes the full liability therefor except to the extent of any proportional share of liability adjudged in a legal proceeding to be the negligence or willful misconduct of the other Party.

12.4 The Consultant waives any liability under this clause: (i) if the material/services provided by the Consultant are modified by any party other than the Consultant; (ii) if the material/services provided by the Consultant are combined with other services, materials, or processes not authorized by the Consultant; (iii) to the extent the claim

arises in connection with any unauthorized use of the services/materials, or use that is not in compliance with applicable laws and related documentation; (iv) to the extent the claims arises in connection with any third party products, processes, or materials that are not provided by the Consultant; or to the extent the claims arises as a result of Client provided information, data or specifications.

13. Non-solicitation

13.1. The Client undertakes, for the term of the assignment and for a period of one (1) year thereafter, not to solicit any employees of the Consultant or its Affiliates without the written consent of the Consultant. In the event that the Client is found to be in breach of this clause 13 then the Client shall pay the Consultant by way of liquidated damages an amount equal to the six-month gross salary, as at the time of the breach, of the employee concerned.

14. Modification and termination of contract

14.1. Unless otherwise agreed by the Parties in writing, each party may terminate the Contract by providing forty-five (45) days' written notice when it becomes apparent that a satisfactory result cannot be reached without costs that are disproportionate to the foreseeable benefits. In the event of such termination is initiated by the Client, the Client agrees to compensate the Consultant for all services rendered up to the effective date of termination, as well as for any scheduled work or committed resources during the notice period.

14.2 A Party may terminate the Contract in the event of breach of Contract by the other Party, provided the breach is deemed to be a material breach by its nature and the other Party has been given 30 days to remedy such material breach. Unless otherwise is agreed, the Client may terminate the Contract if performance is not initiated within 30 days from the agreed commencement date. The Consultant may terminate the Contract in respect of unperformed part of the assignment in the event that any payment by the Client is overdue by more than 30 days. Termination must be made in writing.

14.3 The Contract can be varied only in writing and upon acceptance of all Parties.

15. Force Majeure

15.1 Each Party shall be relieved of its obligation to perform and of liability for breach and damage which may be caused by a reason beyond the control of the Party which the Party could not take into account or avoid or circumvent its effects without loss of time or cost which is disproportionate to the interest of the other Party to receive proper performance.

15.2 Each party has the right to terminate the Contract without liability in respect of unperformed part if fulfillment of the Contract is delayed by more than 3 months due to a reason of force majeure.

16. Resolution of disputes and applicable law

16.1 In case Spinverse Oy is the contracting entity in relation to the assignment, any dispute arising in connection with the Contract shall be finally settled by

arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce in Helsinki in the English language. The Contract shall be governed by the laws of Finland.

16.2 In case Spinverse Sweden AB is the contracting entity in relation to the assignment, any dispute arising in connection with the Contract shall be finally settled by arbitration in accordance with the Arbitration Rules of the SCC Arbitration Institute in Stockholm in the English language. The Contract shall be governed by the laws of Sweden.

17. Miscellaneous

17.1 If any provision of these Consulting Conditions shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of these Consulting Conditions shall not be affected thereby.

17.2 Consultant shall have the right, upon 30 (thirty) days' notice and during normal business hours of the Client, to audit and inspect the books, records, facilities, equipment of the Client and verify the Client's compliance with the conditions of the Contract. Consultant may carry out such audit provided that the audit must (i) not be unreasonably disruptive to the Client's business; (ii) not occur more than once during any 12-consecutive month period; and (iii) be completed within 10 business days from the commencement. The Consultant will be solely

responsible for its own costs of any audit it conducts. Information, documents, and material that do not constitute public records shall be subject to the confidentiality obligations set in clause 9 of the Contract.

17.3 The Client agrees it will not in any form export, re-export, resell, ship or divert, or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, any material, product or technical data or software furnished hereunder, or the direct product of such technical data or software, to any country for which the European Union (EU), or any agency thereof, has set sanctions or trade embargoes.

17.4 No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of these Consulting Conditions or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

17.5 Nothing contained in the Contract, or these Consulting Conditions shall be construed or deemed to create a partnership or joint venture for or between Parties, or to create any other relationship between the Parties other than that of performance of the assignment.

17.6 All provisions regarding indemnification, liability, and limits thereon, and confidentiality and/or protections of proprietary rights and trade secrets shall survive the termination of this Contract.