

NOTICE: The purchase of any Products or Services by Vincerx Pharma, Inc., and/or its affiliates, (collectively, "Buyer") is expressly limited to and governed by these General Terms and Conditions for the Purchase of Products or Services ("T&C"), unless the parties have entered a definitive written supply and/or Services agreement, in which case that agreement would govern such purchases. These T&C are incorporated into and made a material part of any PO issued by Buyer. Any acceptance of Buyer's offer to purchase is expressly limited to acceptance of these T&C. Buyer expressly objects to and rejects any additional or different terms or conditions proposed by Seller. No Seller terms or conditions shall become part of the parties' agreement or shall modify these T&C, even if signed by a representative of Buyer, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these T&C. By accepting any PO from Buyer, issuing an order acknowledgement or confirmation, or commencing to perform under Buyer's PO, Seller accepts and assents to these T&C.

1. Definitions.

"**Buyer**" means Vincerx Pharma, Inc. and/or any of its affiliates to which Seller is providing Products or Services under this PO.

"**Products**" means the equipment, parts, materials, supplies, and other goods Buyer has requested and Seller has agreed to supply to Buyer under this PO.

"**Purchase Order**" or "**PO**" means the contract issued by Buyer (including any ancillary documents provided by Buyer) and these T&C. In the event of any conflict, the T&C shall take precedence over other documents included in this PO.

"**Seller**" means the person and/or entity providing Products to or performing Services for Buyer under this PO.

"**Services**" means the services Buyer has requested and Seller has agreed to perform for Buyer under this PO.

"**T&C**" means these General Terms and Conditions for the Purchase of Products or Services, together with any modifications or additional provisions specifically stated in Buyer's PO or specifically agreed by Buyer in writing.

2. Prices. All pricing on POs is final. Buyer does not acknowledge any written confirmation with pricing changes unless this PO revision is completed and provided to Seller. Buyer will not be obligated to pay and will not process payment for any invoice that does not match the price set forth on the corresponding PO.

3. PO Changes. Buyer reserves the right to modify this PO with respect to quantities, delivery schedules and/or specifications as desired by Buyer by issuing one or more change orders to Seller. Seller shall not make any changes to POs affecting the Products or Services without the prior written consent of Buyer, which may be withheld in its sole discretion.

4. Payment Terms. Seller shall invoice Buyer on completed delivery of the Goods or Services. Unless otherwise agreed to in writing, Buyer's payment terms are 60 days following the date Buyer receives an accurate and complete invoice, payable in the currency as stated on this PO.

5. Shipping Charges; Taxes. All shipping and handling charges are included in the price. Seller shall pack, mark, and ship Products in accordance with good commercial practices and its specifications in a manner

as to prevent damage during transport and shall be clearly marked as destined for Buyer. Any sales or use tax or any other tax charged by Seller, if any, shall be set forth on a separate line item on the invoice.

6. Delivery; Title; Risk of Loss. Time is of the essence with respect to delivery of Products or performance of Services. Seller shall make no partial delivery or delivery before the date(s) stated on this PO unless expressly agreed by Buyer. Buyer may terminate any order where delivery or performance is late or incomplete. Title to, and risk of loss, for all Products sold to Buyer shall pass to it only after unloading Products at its selected delivery location. Unless otherwise noted on this PO, Products shall be shipped by Seller DDP (Incoterms 2020) to the destination specified on Buyer PO, freight prepaid, and Services shall be performed at the location identified in the applicable PO.

7. Delay/Force Majeure. Buyer will not be liable or held responsible for any delays or losses related to its failure to accept Products or Services that arise directly or indirectly from circumstances or causes beyond the reasonable control of Buyer. If Seller suffers a delay due to a force majeure event, Buyer may terminate any order where such delay exceeds or is reasonably likely to exceed twenty business days.

8. Cooperation/Coordination with Third Party Vendors. Seller acknowledges that Buyer may, during the course of this PO, work with one or more other third-party consultants and service providers from time to time in connection with this PO. Seller shall reasonably cooperate with all such third parties as Buyer may request from time to time.

9. Safety Data Sheets. Seller shall provide to Buyer all information related to the safety, safe handling, environmental impact, and disposal of any Product. Seller shall promptly deliver to Buyer any updates or amendments to such information, and any new information relating to the safety, safe handling, environmental impact, or disposal of Products.

10. Returned or Rejected Products. Buyer shall inspect all Products and Services within 45 days after receipt and shall be deemed to accept such Products or Services unless it gives Seller written notice of any defect or non-conformity within a reasonable time after inspection. Failure to give notice of any defect or non-conformity shall not affect any warranty or operate as acceptance of any Product or Service with a latent defect.

11. Warranty/Limitation of Liability. In addition to all warranties provided under applicable laws, Seller warrants that all Products and Services furnished shall conform to all applicable specifications, be new, merchantable, of good workmanship and quality, free of all defects, liens and encumbrances, and fit for the ordinary purposes for which the Products or Services are to be used. Seller also warrants that Products and Services shall comply with all applicable laws, codes, regulations, and standards, shall not infringe the intellectual property rights of any third-party, and with respect to Services, will be conducted with due skill and care. Seller shall reimburse Buyer for any and all direct and indirect costs, expenses and penalties arising out of or related to Seller's breach of the foregoing warranties. Such remedies are not exclusive, and Buyer hereby reserves all of its rights and remedies at law or in equity.

12. Cancellation.

(a) Buyer may immediately cancel this PO, without liability to Seller, in the event of any of the following or any other similar occurrences: (i) insolvency of Seller; (ii) filing of a voluntary petition in bankruptcy by Seller; (iii) filing of any involuntary petition in bankruptcy against Seller; (iv) appointment of a receiver or trustee for Seller; or (v) Seller making an assignment for the benefit of creditors.

(b) Buyer reserves the right to cancel all or any part of this PO, without liability to Seller, if Seller: (i) repudiates or breaches any of the terms of this PO or these T&C; (ii) fails to perform Services or deliver Products as specified by Buyer; or (iii) fails to make progress so as to endanger timely and proper completion of Services or delivery of Products, and it does not correct such failure within three business days after receipt of notice from Buyer specifying such failure or breach.

(c) Buyer may also terminate all or any part of this PO for its own convenience, in which case Seller shall be entitled to an equitable amount not in excess of its verified direct costs reasonably and necessarily expended or committed to third parties in accordance with lead times for materials and labor as appropriate for corresponding delivery dates prior to the notice of termination (less any amounts recoverable by Seller). The payment required by the foregoing sentence shall constitute Buyer's sole and exclusive liability and obligation with respect to cancellation of any order, and Seller's sole and exclusive remedy therefor.

13. Confidentiality. Seller understands and acknowledges that, in the provision of Services or Products pursuant to this PO, Buyer may disclose to it or it may otherwise obtain information that Buyer considers confidential. Such information may include information relating to the subject matter of this PO, whether furnished to or obtained by Seller or its representatives before, on, or after the date of this PO (collectively, "Information"). For the avoidance of doubt, any and all Personal Data (as defined below) made available to Seller is deemed Information. Seller shall keep Information strictly confidential. Seller shall exercise the same degree of care for the Information of Buyer as it uses to protect its own confidential information, but in any event, not less than reasonable care. Seller shall not use or disclose Information (other than as required by applicable law) without the prior express written consent of Buyer, and other than in connection with the purposes permitted by this PO. Information may be disclosed by Seller only to its directors, officers, employees, and agents (including subcontractors) who have a legitimate need to know such Information for purposes of carrying out its obligations under this PO, who have agreed to comply with confidentiality provisions for the protection of the Information no less protective than the terms of this PO, and who have been informed by Seller of the confidential nature of the Information as well as of the confidentiality undertakings of Seller contained herein. Seller shall be responsible for any breach of this Section caused by any such director, officer, employee, or agent (including any subcontractor of Seller).

14. Data Privacy. As used herein, "Personal Data" has the meaning given by applicable data protection laws and shall include information (regardless of the medium in which it is contained), whether alone or in combination with other available information that directly or indirectly identifies an Individual. "Individual" means a natural person. Seller shall process Personal

Data (i) only as needed to provide the Products or Services, including with regard to any transfer, (ii) in accordance with the processing instructions of, and (iii) in compliance with applicable law. Seller shall not use the Personal Data for its own purposes.

15. No Actions Pending. There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or threatened against Seller, wherein an unfavorable decision, ruling or filing would materially adversely affect the performance by Seller of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the enforceability of this PO, or any other agreement or instrument entered into by Seller in connection with the transactions contemplated hereby. In the event Seller becomes aware of such action, suit or proceeding, it shall immediately notify Buyer.

16. Compliance with Laws; Customs. Seller shall comply, and ensure that its permitted subcontractors comply, with all applicable statutes, regulations, rules, and ordinances governing the manufacture, sale, supply, or transfer of Products and/or Services, including all import/export laws and all requirements under the OSHA Hazard Communication Standard and other federal, state, and local laws relating to hazardous chemicals. For shipment of Products imported into the commerce of the United States, Seller shall promptly provide Buyer with a commercial invoice that includes the information required by 19 CFR 141.86, as supplemented and/or amended from time to time. Seller shall remain fully responsible for its compliance obligations under this PO.

17. Restricted Party. Seller represents that it is not designated as a Restricted Party (as defined below), and that none of its owners, directors, or officers are Restricted Parties or are owned or controlled by Restricted Parties. Seller has not and will not use, in any capacity in connection with the delivery of the Products or the Services performed under this PO, any person or entity who is or that has been designated as a Restricted Party or is owned or controlled by a Restricted Party. Seller will immediately notify Buyer in the event that any of the representations, warranties or covenants in this Section change during the term of this PO. Seller acknowledges that designation as a Restricted Party shall be grounds for immediate termination of this PO by Buyer for cause with no cure period. "Restricted Party" means any individual or entity placed on lists of restricted, sanctioned, or debarred parties maintained by an applicable governmental authority, including those established under the Federal Food, Drug, and Cosmetic Act or the U.S. Foreign Assets Control Regulations.

18. Corporate Social Responsibility. Buyer considers observance of all relevant human rights laws to be a key component of its and its suppliers' corporate social responsibilities. Accordingly, Seller undertakes: (i) not to admit to employment, directly or indirectly, of anyone below the minimum age as defined in the International Labour Organisation Convention No. 138 (ILO); (ii) not to apply, directly or indirectly, forced labor or any means of labor under duress; (iii) not to apply, amongst its employees, physical punishment, threats of violence nor any other means of duress or physical or mental abuse; and (iv) to avoid any kind of discrimination amongst its employees, meaning any distinction, exclusion, or preference giving rise to duress or inequality based on race, color, sex, religious belief, political opinion, nationality, disability or any other

personal, physical or social condition. If Seller is found to be in breach of any of the foregoing provisions, Buyer shall take the measures it considers appropriate, including the suspension and/or termination of this PO.

19. Anti-Bribery and Anti-Corruption. Buyer and Seller intend that no payments or transfers of value will be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion or kickbacks, or other unlawful or improper means of obtaining business. Seller shall not, directly or indirectly, pay, offer, authorize or promise any monies or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organization (including any employee or official of any governmental authority, government owned or controlled entity, public international organization or political party; any candidate for political office; or any employees of either party) for the purpose of improperly influencing their acts or decisions in violation of the U.S. Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Bribery Act ("UKBA"), the Canadian Corruption of Foreign Public Officials Act ("CCFPA"), the OECD Anti-Bribery Convention, or any other applicable anti-bribery or anti-corruption law applicable in the jurisdictions where it or its respective affiliates or agents conduct business (collectively "Anti-Bribery Laws"). Seller will maintain appropriate systems and controls to ensure compliance with Anti-Bribery Laws and shall take appropriate actions to ensure that any person representing or acting under its instruction or control will also comply with this Section. Information provided by Seller to Buyer in connection with Buyer's anti-corruption due diligence shall be complete, truthful, and accurate, and Seller agrees to inform Buyer if any responses with respect to Seller, or any individuals identified, changes during the term of this PO. If requested, Seller will complete and submit to Buyer, an annual compliance certification at Buyer's request.

20. Indemnification; Insurance.

(a) Seller shall release, defend, indemnify and hold Buyer, its shareholders, officers, directors, employees, agents and representatives harmless from and against any claims, demands, causes of action, judgements, proceedings, awards, damages, losses, fines, penalties, costs, expenses and liabilities, including attorneys' fees (collectively, "Losses"), caused by, arising out of or relating to the Products, Services, or any act or omission of Seller, its shareholders, officers, directors, employees, agents or representatives. Buyer shall have no duty to indemnify Seller for any reason not expressly undertaken in these T&C, and in no event will Buyer indemnify Seller for Seller's acts, omissions, or negligence.

(b) Seller shall maintain commercial general liability insurance, including Products liability and completed operations coverage, customary in Seller's industry, but in no event less than the equivalent of U.S. \$3 million per occurrence and the equivalent of U.S. \$5 million aggregate. Seller shall provide Buyer with a certificate of insurance evidencing the same upon request. These insurance requirements do not in any way limit Seller's indemnification obligations.

21. Conflicts. The execution, delivery and performance of this PO by Seller does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound and does not violate any law or regulation of any court, governmental body or administrative or other agency having authority over Seller. Seller is not currently a party to, and during the term of this PO will not enter, any agreements, oral or written, that are inconsistent

with its obligations under this PO.

22. Severability; Assignment. Any provision contained herein determined to be unenforceable, illegal or invalid shall be automatically voided and shall not affect the enforceability, legality or validity of the remaining provisions herein. Seller shall not assign, delegate, or subcontract its performance under any PO or these T&C without the prior written consent of Buyer, which it may withhold in its sole discretion.

23. Remedies; Survival. Buyer hereby reserves all additional rights and remedies provided at law or in equity. Provisions of these T&C which by their nature should survive will remain in force after any termination or expiration of the relevant PO and/or these T&C.

24. Relationship between the Parties; Notices. The relationship between Buyer and Seller is solely that of independent contracting parties, and nothing in these T&C or any PO shall be construed to create any other relationship. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this PO or to such other address that may be designated by a party in writing. All Notices shall be delivered by email and followed up with delivery by nationally recognized overnight courier (signature required, all fees pre-paid). Except as otherwise provided in this PO, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

25. Choice of Law. Any dispute between Seller and Buyer shall be governed by and construed with the internal laws of (i) the State of California (Vincex Pharma, Inc.) or (ii) Germany (Vincex Pharma GmbH), without regard to conflicts of laws provisions. Any legal action relating to this PO, or any Products or Services delivered by Seller to Buyer shall be commenced exclusively in the courts located in either (i) Santa Clara County, California (Vincex Pharma, Inc.) or (ii) Düsseldorf, Germany (Vincex Pharma GmbH), and the parties respectively and irrevocably submit to the exclusive jurisdiction of, and consent to venue in, such courts. Buyer and Seller agree to waive any right to a jury trial of any and all issues raised in litigation. The United Nations Convention on International Sale of Goods shall not apply to this PO.