

General Terms and Conditions for Free or Discounted Samples

1. Applicability. Definitions

- 1.1. These General Terms and Conditions (the “**GTC**”) shall apply to your (“**Customer**”, “**You**”, or “**Your**”) order of Samples from Aquaporin if reference has been made to them, unless otherwise explicitly agreed in writing between the Parties. Aquaporin and Customer may be referred to herein collectively as the “**Parties**” and each individually as a “**Party**”.
- 1.2. “**Aquaporin**” means Aquaporin A/S, Nymøllevej 78, 2800 Kongens Lyngby, Denmark, Danish CVR No. 28315694, or any of its affiliates providing Samples.
- 1.3. “**Intellectual Property Rights**” or “**IPR**” means any and all patents, copyrights, rights in databases/database rights, design rights, registered designs, technical information, know-how, trademarks, trade names, proprietary names, business and service marks, domain names, applications for any of the foregoing, sui generis rights, moral rights, and other industrial, proprietary property and/or intellectual property rights, in each case whether registered or unregistered and including the right to apply for registration of the same wherever subsisting in the world and such other similar protected rights in any country and any licenses under or in respect of such rights and including the exclusive right to do and to authorize others to do any and all acts in relation to

such rights throughout the world including the right to claim damages for conversion in respect of any infringing works.

- 1.4. “**Sample(s)**” means the free or discounted samples as has been stated in an invoice issued by Aquaporin.
- 1.5. The scope of these GTC concerns Samples only, and these GTC do not constitute a purchase agreement for products or other services between Aquaporin and Customer.

2. Limitation of Use

- 2.1. Customer shall use Samples for its own account, and shall not use Samples for commercial purposes.

3. Price and Delivery

- 3.1. Unless otherwise specified in an applicable quote issued by Aquaporin, Samples are supplied free of charge, exclusive of delivery costs.
- 3.2. Customer shall pay all delivery costs in connection with the delivery of Samples, unless otherwise specified in an applicable quote issued by Aquaporin. The delivery may be arranged by Aquaporin and invoiced to Customer. Customer shall make the payment before the delivery.

4. Feedback

4.1. In exchange for supply of Samples Customer agrees to provide Aquaporin with the following feedback regarding Samples, no later than one month after their receipt:

4.1.1. Feedback regarding Samples of Aquaporin Inside® reverse osmosis membrane elements:

- i. Performance data and operating conditions of Samples in comparison to the products from Your current supplier. Operating conditions should include, without limitation, feed quality (composition, temperature and pH), pressure and recovery;
- ii. Does the permeate water quality match Your needs?
- iii. What do You think about the performance?
- iv. Was it easy to install? Did You need other parts or connectors compared to Your conventional setup (shims, adaptors, etc.)?
- v. Do You have any other observations?
- vi. What would Your recommended retail price be?
- vii. Following the completion of the successful test, describe the next steps, such as placing a guaranteed order, starting a pilot project, or negotiating a distribution agreement.

4.1.2. Feedback regarding Samples of Aquaporin Inside® hollow fiber forward osmosis modules ("FO modules"):

- i. Application summary: aim, current process/ technologies used, challenges, economics (OPEX/ CAPEX, if available);
- ii. Performance data, as described in Exhibit 1 hereto, and operating conditions of Samples in comparison to the products from Your current supplier. Operating conditions should include, without limitation, feed quality (composition, temperature and pH), pressure and recovery;
- iii. What do You think about the performance?
- iv. Was it easy to install? Did You need other parts or connectors compared to Your conventional setup (shims, adaptors, etc.)?
- v. Do You have any other observations?
- vi. What would Your recommended retail price be?
- vii. Following the completion of the successful test, describe the next steps, such as placing a guaranteed order, starting a pilot project, or negotiating a distribution agreement.

4.1.3. Feedback regarding Samples of purifiers:

- i. Did the performance live up to Your expectations?
- ii. Was the purifier easy to install?
- iii. Can You see yourself selling the purifier?
- iv. What sales channels would be appropriate for You to use?
- v. What is Your projected sales volume of this purifier?
- vi. What would Your recommended retail price be?
- vii. What level of support would You like to receive from Aquaporin?
- viii. What regulatory requirements do You or local authorities have for this purifier?
- ix. Does the Aquaporin's brand fit to your marketing strategy?
- x. Following the completion of the successful test, describe the next steps, such as placing a guaranteed order or negotiating a distribution agreement.

5. Use of Name

5.1. Customer hereby agrees that Aquaporin may use Customer's name, data and other information related to tests of Samples performed by Customer to make a case study for Aquaporin's external references.

6. Test Results

6.1. Any obtained test results related to Samples are confidential and cannot be shared to any third party without prior written consent of Aquaporin.

7. Intellectual Property Rights

7.1. Customer recognises Aquaporin's right, title and interest in and to the IPR relating to Samples and any documentation and drawings provided by Aquaporin in conjunction with a supply of any Sample. Any documentation or drawings provided by Aquaporin to Customer shall not be used for any other purpose other than that for which they were provided and may not, without the prior written consent of Aquaporin, otherwise be used, copied, reproduced, reverse-engineered, transmitted, or communicated to third parties.

8. Disclaimer

8.1. SAMPLES ARE DELIVERED 'AS IS' WITHOUT WARRANTY OF ANY KIND. CUSTOMER IS NOT ENTITLED TO REPLACEMENT, REPAIR OR REFUND IN THE EVENT OF ANY DEFECT. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF SAMPLES IS ASSUMED BY CUSTOMER. AQUAPORIN DISCLAIMS

ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OR ANY WARRANTY ARISING OUT OF ANY PROPOSAL, SPECIFICATION WITH RESPECT TO SAMPLES. AQUAPORIN SHALL NOT BE LIABLE FOR LOSS OF DATA, LOSS OF PRODUCTION, LOSS OF PROFIT, LOSS OF USE, LOSS OF CONTRACTS OR FOR ANY OTHER INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT LOSSES OR DAMAGES WHATSOEVER IN RESPECT OF DELIVERY, USE OR DISPOSITION OF SAMPLES.

9. Governing Law

9.1. These GTC shall be governed and construed in accordance with the laws of Denmark without giving effect to choice of law principles thereof. Any and all disputes between the Parties arising out of or in connection with these GTC or the breach, or invalidity hereof shall – in the absence of an amicable solution to the dispute – be finally settled by Arbitration in accordance with the Rules of Procedure of the Danish Institute of Arbitration (Voldgiftsinstituttet). The arbitration tribunal shall be composed of one arbitrator selected and appointed by the institute. The Place of Arbitration shall be Copenhagen. The language of the proceedings shall be Danish, unless the Parties agrees to English or any third language. Such arbitrations proceedings including any evidence exchanges as well as the contents of any award shall be confidential.

Last updated: August 2024

Exhibit 1

Performance Data of Samples of FO Modules

1. Subject to clause 4.1.2.ii of the GTC, the Customer agrees to provide Aquaporin with the following feedback regarding performance data of Samples of FO modules:

Purpose/calculated values	Process parameters	Where to measure
Water flux	Flow/Weight	Feed bulk
TMP	Pressure	Feed inlet/outlet, draw inlet/outlet
Feed inlet pressure	Pressure	Feed inlet
Maintain stable temperature	Temperature	Feed outlet
Osmotic pressure (indirect measurement)	Conductivity	Feed outlet (For draw in batch, also draw tank)
Ensure min. feed outlet flow	Flow	Feed outlet