

NIRMIDAS TERMS AND CONDITIONS OF SALE

Thank you for your interest in purchasing products from Nirmidas Biotech, Inc. ("Nirmidas"). Unless otherwise agreed in writing by us, your purchase of our products is subject to the following terms and conditions ("Terms"):

1. Contract Terms. These Terms, and any Nirmidas written quotation, order form or proposal, comprise the agreement ("Agreement") between you, the purchaser of goods, and Nirmidas. You agree to accept and be bound by the Terms by ordering products from us. This Agreement is the complete and exclusive contract between us with respect to your purchase of products. The Agreement between us is created when we accept your order, either by sending a written confirmation, or by shipping the product.

2. Prices, Taxes, and Fees

2.1. We may change our prices at any time without notice. Prices we quote you are valid for 30 days, unless we state otherwise in writing. Additionally, the price as shown in our quotation to you, is subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of our original price quotation. If no price has been specified or quoted to you, the price will be the product price on nirmidas.com in effect at the time we accept your order.

2.2. Our product prices do not include any taxes (including VAT), duties, levies or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add them to your invoice. If you claim any exemption, you must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. You are responsible for standard delivery and handling charges, if any.

3. Payment.

3.1. Unless otherwise described in our order form, proposal or quotation, you will pay for half of the price for the products ordered when you place your order, and you will pay the balance within fifteen (15) days of receipt of our invoice, which we will issue upon shipment. You will pay our invoices without withholding, discount, setoff or reduction. Each order is a separate transaction, and you may not off-set payments from one order against another. We reserve the right to require you to make full or partial payment in advance, or other security to our satisfaction, if we believe in good faith that your financial condition does not justify the payments terms otherwise specified. You will make all payments in U.S. Dollars.

3.2. If you are late in making payment, we may, without affecting our other rights: (A) suspend delivery or cancel the Agreement; (B) reject your future orders; and/or (C) charge you a late-payment charge, from the due date until paid, at the rate of 1.5% per month, or, if less, the maximum amount allowed by law-which you must pay upon our demand.

3.3. If we appoint a collection agency or an attorney to recover any unpaid amounts, you must pay all reasonable costs of collection, including all associated reasonable attorneys' fees.

4. Delivery; Cancellation; Changes.

4.1. We will ship products to the destination you specify in your order, FCA our shipping point. We will select the freight carrier, and you accept our carrier selection, unless otherwise agreed by Nirmidas. We may, in our discretion, make partial shipments and invoice each shipment separately. Our shipping dates are approximate only, and we will not be liable for any loss or damage resulting from any delay in delivery. If we delay shipment because of a cause beyond our reasonable control, we may terminate the affected order, or reschedule the shipment, and we will do so within a reasonable period of time. You may not refuse delivery or otherwise be relieved of any obligations as the result of such delay. If our delivery of a product to you is delayed due to any cause within your control, we will place the delayed products in storage at your risk and expense and for your account.

4.2. Once you have placed your order, you cannot cancel it, unless we consent in writing, and you pay any applicable cancellation charges. You may not change orders in process, except with our written consent and agreement as to an appropriate adjustment in the purchase price for the applicable products. You may not return products, and will not receive credit for products returned, in each case without our prior written consent.

4.3. Any claims against us for shortages or non-conformance that could be discovered by inspection upon receipt must be made within five (5) business days of your receipt of shipment.

5. Risk of Loss and Title. Products are delivered when we load them onto the commercial carrier at origin. At this point you become responsible for risk of loss and damage. Title to products will pass to you (except software incorporated within or forming part of a product, which we or our licensors continue to own) when we deliver the product to the carrier.

6. Authorized Use; Regulatory.

6.1. FOR PRODUCTS IDENTIFIED IN OUR DOCUMENTATION AS "**RESEARCH USE ONLY**" OR "**RUO**", THE FOLLOWING PROVISIONS APPLY:

THESE PRODUCTS ARE FOR RESEARCH USE ONLY (RUO) AND ARE NOT FOR DIAGNOSTIC, CLINICAL, IN VITRO, EX VIVO OR IN VIVO THERAPEUTIC USES, OR ANY TYPE OF CONSUMPTION BY OR APPLICATION TO HUMANS OR ANIMALS. We give no rights to use our products in any commercial application, including manufacturing, quality control, or commercial services such as reporting the results of your activities for a fee or other consideration, or reselling products. You must use our products in accordance with our instructions. You acknowledge that our RUO products have not been approved, cleared, or licensed by the United States Food and Drug Administration or any other regulatory entity whether foreign or domestic for any specific intended use, whether research, commercial, diagnostic, or otherwise.

6.2. FOR PRODUCTS IDENTIFIED IN OUR DOCUMENTATION AS "**IN VITRO DIAGNOSTIC**" OR "**IVD**", THE FOLLOWING PROVISIONS APPLY:

THESE PRODUCTS ARE DESIGNED FOR IN VITRO DIAGNOSTIC USE ONLY AND ARE NOT FOR IN VIVO OR THERAPEUTIC USES, OR FOR CONSUMPTION BY HUMANS OR ANIMALS. We give no rights to use our products for commercial purposes, including manufacturing, quality control, reporting results for a fee or other consideration or other fee-for-services, and you may not resell our products without our prior written agreement. You must use our products in accordance with the Instructions for Use included with the product documentation, and in accordance with all applicable law and regulation, and ethical guidelines promulgated by established national and international ethical bodies. YOU ACKNOWLEDGE THAT OUR PRODUCTS ARE INITIALLY LAUNCHED FOR COMMERCIAL LABORATORY AND FOR POCT SETTINGS IN COMPLIANCE WITH SECTION IV. D. OF THE FDA'S POLICY FOR DIAGNOSTIC TESTS FOR CORONAVIRUS DISEASE-2019. THEY MAY HAVE NOT BEEN APPROVED, CLEARED, OR LICENSED BY THE UNITED STATES FOOD AND DRUG ADMINISTRATION OR ANY OTHER REGULATORY ENTITY WHETHER FOREIGN OR DOMESTIC FOR ANY SPECIFIC INTENDED USE, WHETHER RESEARCH, COMMERCIAL, DIAGNOSTIC, OR OTHERWISE. Please note that the COVID-19 (SARS-CoV-2) IgM/IgG Antibody Detection Kit has not been cleared or approved by the U.S. Food and Drug Administration ("FDA") and has not yet been authorized by FDA under an Emergency Use Authorization for use by authorized laboratories. The Kit has been developed only for the detection of SARS-CoV-2 antibodies (IgM and IgG), not for any other viruses or pathogens. Upon Emergency Use Authorization by FDA, the Kit will only be authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Food, Drug, and Cosmetic Act, 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked by the FDA.

6.3. For all products, you may not, nor authorize any third party to (i) disassemble, reverse engineer, reverse compile, or reverse assemble a product, or make any modifications to the product (ii) separate, extract, or isolate components of a product or engage in other unauthorized analysis of the product, and (iii) gain access to or determine the methods of operation of the product. You are solely responsible for making sure that the way you use our products complies with applicable laws, regulations and governmental policies. You must obtain all necessary approvals and permissions you may need. It is solely your responsibility to make sure the products are suitable for your particular use. You must use and handle products in accordance with all applicable laws, including disposal rules and regulations.

6.4. You may not resell or distribute our products without our prior written consent. If we grant such consent, then you must comply with all laws, rules, registration and guidances applicable to such resale, and you may not modify or rebrand or cobrand our products, and you must

pass these Terms, in their entirety and without modification, onto your buyers and you are liable and responsible for your buyers' compliance with these Terms and your buyers' actions in connection with products.

7. Limited Warranty and Disclaimers.

7.1. We warrant that each product delivered to you under this Agreement shall substantially conform to the Nirmidas product documentation accompanying it at the time of shipment, subject to the terms and conditions set forth in such documentation ("Warranty"). The Warranty is not effective: (1) if the product is not installed or maintained according to our specifications; (2) for issues resulting from improper handling, improper storage conditions (including, where applicable, temperature and humidity), installation, maintenance, removal, modification or unauthorized repair; (3) for issues caused by casualty, abuse, or improper use; (4) if the product is altered other than by Nirmidas or with Nirmidas' prior written approval; (5) if the product is installed, used, or configured other than in accordance with our specifications, and (6) for issues resulting from your design or specification. The Warranty for each product is effective during the Warranty period identified in its accompanying documentation, but if no such Warranty period is specified, then the Warranty is effective for ninety (90) days from shipment. This Warranty extends to only the original purchaser of the new product from Nirmidas or an authorized Nirmidas dealer. We shall take back and replace a Product not meeting the Warranty if you notify us of nonconformity within the applicable Warranty period and comply with our warranty instructions with respect to returns. If a defect becomes apparent, you must notify us in writing during the Warranty period and provide a copy of the dated proof of original purchase. You will pay for shipping of any non-conforming product to us, and we will pay for return shipping of replacement products to you. **Repair or replacement is your sole and exclusive remedy, and our only liability, under the Warranty.**

7.2. If we determine that products for which you requested warranty services are not covered by the Warranty, you will pay or reimburse us for all costs of investigating and responding to such request at our then prevailing time and materials rates.

7.3. EXCEPT FOR THE ABOVE WARRANTY, WE DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR RELATING TO CUSTOM, USAGE OR TRADE. WE DO NOT WARRANT THAT THE PRODUCTS ARE ERROR- FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT. You acknowledge that you are responsible for your use of our products, including reliance upon results from such use, and you will use professional care and judgment in using our products and relying upon results.

8. Nirmidas Indemnity.

8.1. We will defend and indemnify you against infringement damages finally awarded in any legal action brought by a third party against you to the extent that the action is based on a claim that our manufacture and sale of a product infringes any patent, copyright, trademark or

other intellectual property right of such third party if we had actual knowledge of such intellectual property right and the actual infringement at the time of delivery of the product to you. This infringement indemnity does not apply to claims that arose based on (a) your failure to comply with the Agreement, (b) your failure to acquire any applicable rights from third parties, (c) products that we made, assembled or labeled in reliance upon your instructions, specifications, or other directions, (d) your use or resale of products, (e) modifications made by you or any third party; or (f) products originating from third parties.

8.2. Our infringement related indemnity obligations will be extinguished if we, at our option and expense, either: (a) secure for you the right to continue using the product; (b) substitute the product with another suitable product with similar functionality; or (c) in the event (a) and (b) are not practical, refund to you the amortized amounts you paid for the infringing product.

8.3. THIS INDEMNITY IS OUR ONLY LIABILITY TO YOU, AND YOUR ONLY REMEDY, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS BY OR IN CONNECTION WITH ANY PRODUCT.

8.4. As a condition to any of our indemnification obligations you must (a) notify us in writing, as soon as you become aware of any claim; (b) not admit any liability or take any other action in connection with the claim that could affect the defense; (c) allow us to solely control the defense or settlement of the claim; and (d) give us your reasonable information, co-operation and assistance.

9. Your Indemnity. You will indemnify, defend with competent and experienced counsel and hold us, including our parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) suffered by any of the foregoing entities or individuals to the extent arising from or in connection with (a) your or your agents', employees', representatives' or contractors' negligence or willful misconduct or violation of applicable laws; (b) your use of a product we supplied to you; (c) our compliance with designs, specifications or instructions you gave us; (d) product modifications we did not make; and (e) your failure to acquire any applicable third party rights.

10. Intellectual Property. As between you and us, we exclusively own all intellectual property rights relating to our products and services, including any software. Our sale of products to you grants you only a limited, nontransferable right under our intellectual property only for the specific intended use of the products you bought from us and strictly in accordance with these Terms. Unless expressly permitted by us in writing, you will not modify, change, remove, cover or otherwise obscure any of our or our affiliates' brands, trade or service marks on the products. Nothing in the Agreement limits our ability to enforce our intellectual property rights. **You are solely responsible for determining whether you have all intellectual property rights that are necessary for your intended uses of products.**

11. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE) THAT YOU MIGHT INCUR UNDER THE AGREEMENT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH OUR PRODUCTS OR SERVICES, EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, OR ANY PRODUCT OR SERVICE, IS LIMITED TO THE AMOUNT YOU PAID TO US FOR THE PRODUCT PURCHASED. HOWEVER, THESE PROVISIONS DO NOT LIMIT OUR LIABILITY THAT CANNOT BE LIMITED BY LAW.

Also, in accordance with the provisions of the Emergency or Disaster Treatment Protection Act (c. 56, L. 2020 part GGG), and the Public Readiness and Emergency Preparedness Act ("PREP Act"), you acknowledge and agree that Nirmidas is immune from liability from any and all claims, complaints, actions, suits, demands, proceedings, arbitrations, or governmental or regulatory investigations with respect to any and all injury, disability, death, loss or damage to property arising out of its COVID-19 antibody-detection products, and you hereby waive and release Nirmidas from any such liability. However, this immunity and release shall not apply to Nirmidas' willful or intentional criminal misconduct, recklessness, gross negligence or intentional wrongdoing. Nirmidas' services constitute "activities authorized in accordance with the public health and medical response of the Authority Having Jurisdiction to prescribe, administer, deliver, distribute or dispense the Covered Countermeasures following a declaration of an emergency," under the PREP Act. Under the PREP Act and Department of Health and Human Services declaration, as well as pursuant to this Agreement, Nirmidas is immunized from liability with respect to the administration of (i) the COVID-19 testing services, (ii) the provision of specimen collection supplies as well as specimen collection, processing, handling, or shipping specimens, (iii) using or providing real property in connection with efforts to provide specimen collection or testing, (iv) using or providing personnel or supplies in connection with the collection of specimens or test samples, or otherwise in connection with combatting COVID-19, or (v) performing COVID-19 testing on specimens collected from any person. This immunity covers claims for loss sounding in tort or contract, whether arising under state or federal law. The PREP Act immunity does not apply to affirmative actions by the federal government.

12. Export Restrictions. You acknowledge that each product and any related technology, including technical information we supply you, including those contained in product documents (collectively "Items"), is subject to U.S. government export controls. The export controls may

include, among others, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. You must comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item.

13. Miscellaneous and Force Majeure.

13.1. You may not delegate any duties nor assign any rights or claims hereunder without our prior written consent, and any such attempted delegation or assignment will be void.

13.2. The Agreement and performance under it will be governed by the laws of the State of California, without reference to choice of law provisions, and all actions brought to enforce or interpret the Agreement shall be heard exclusively in the state and federal courts located in San Francisco, California, which courts have exclusive jurisdiction over all disputes relating hereto. IN THE EVENT OF ANY LEGAL PROCEEDING BETWEEN YOU AND US RELATING TO THIS AGREEMENT, NEITHER PARTY MAY CLAIM THE RIGHT TO A TRIAL BY JURY. The U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

13.3. We will not be responsible or liable for failing to perform our obligations under the Agreement to the extent such failure is caused by, or to the extent we cannot perform due to, circumstances beyond our reasonable control, including without limitation acts of God and nature, embargoes, war, acts of war (whether war be declared or not), terrorism, insurrections, riots, civil commotions, strikes, lockouts, or other labor disturbances, government actions, fire, earthquakes, floods, epidemics,

pandemics, and quarantines. In certain situations, we may use our reasonable judgment and apportion products then available for delivery fairly among our customers, or may terminate your order without liability to you.

13.4. Our failure to exercise any rights under the Agreement is not a waiver of our rights to damages for your breach of contract and is not a waiver of any subsequent breach. If any provision or part of the Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Agreement. No person other than you or us will have any rights under the Agreement. Headings are for convenience only and shall not be used in the interpretation of these Terms.

13.5. You agree to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions received from us as a result of discussions, negotiations and other communications between us in relation to our products or services.

13.6. Any notice or communication required or permitted under these Terms must be in writing and will be deemed received when personally delivered, or 3 business days after being sent by certified mail, postage prepaid, to a party's specified address.

13.7. No waiver, consent, modification, amendment or changes to the terms of this Agreement will be binding unless in writing and signed by both of us. Our failure to object to terms contained in any subsequent communication from you will not be a waiver or modification of our Agreement. The terms of your purchase order do not form a part of this Agreement and are rejected by both parties, and have no force or effect.