GENERAL TERMS AND CONDITIONS OF BUSINESS AND SALE

1 GENERAL

(1) The following General Terms and Conditions of Business and Sale (hereinafter the "**Terms and Conditions**") relate to ITM Isotope Technologies Munich SE and its affiliates based in Germany, including ITM Pharma Solutions GmbH, ITM Medical Isotopes GmbH, Lumara Bio Oncologics GmbH and ITM Solucin GmbH (hereinafter "**ITM**", **"we**", "**us**" or "**our**") and constitute an integral part of the contractual agreements concluded with the buyer for the goods sold and services rendered by us (hereinafter the "**Buyer**").

(2) Unless expressly agreed otherwise, all offers, deliveries and services are exclusively subject to the Terms and Conditions. The Terms and Conditions only apply to companies within the meaning of Section 14 of the German Civil Code, legal entities under public law or special funds under public law within the meaning of Section 310 (I) of the German Civil Code. Individually negotiated clauses, such as framework agreements, and specifications in our order confirmations that deviate from the provisions in the Terms and Conditions shall prevail over the Terms and Conditions, unless expressly agreed otherwise.

(3) We do not recognize any terms of the Buyer conflicting with the Terms and Conditions, even if the Buyer refers to such conflicting terms and we do not expressly raise objections to such terms in specific cases.

(4) The Terms and Conditions in the version last communicated to the Buyer in text form shall be part of any future contractual agreements within the framework of existing business relations with the Buyer, even if we do not separately refer to their inclusion.

2 CONCLUSION AND CONTENT OF CONTRACT

(1) All our offers are without obligation and not binding. All contractual agreements pertaining to our goods and services and all ancillary agreements and subsequent changes are subject to our confirmation in text form to become valid. However, an order from the Buyer shall be deemed to have been accepted even in the absence of text form confirmation, if we carry it out within an acceptance period of not more than 30 days.

(2) Specifications concerning the goods to be supplied and/or services to be rendered and the related graphical representations shall not be fully authoritative. The right to make changes customary in commerce and technical improvements of goods and/or services is reserved provided that such changes or improvements (i) do not impair the use for the purpose stated in the contract and (ii) are not unreasonable for the Buyer.

3 TERMS OF DELIVERY AND DISPATCH

(1) Unless expressly agreed otherwise, the times and dates of delivery of goods and performance of services shall be deemed to be only approximate. The place of performance shall be the place of dispatch of goods.

(2) The delivery period shall commence on the date the order is confirmed by us, or, if the Buyer is obligated to pay in advance, the date payment is received from the Buyer. Without prejudice to our rights arising from the Buyer's default, the dates and periods of performance shall be extended by the time the Buyer fails to meet his commitments under contractual or statutory provisions.

(3) In cases of force majeure and in the event of other circumstances which could not be foreseen at the time the contract was concluded (e.g., operational breakdowns of any kind, difficulties in obtaining materials or energy or in obtaining deliveries from ITM's suppliers and vendors, delays in transport, strikes, measures taken by authorities, pandemics, epidemics), for which we are not responsible and which substantially hinder the delivery of goods of provision of services or render it impossible (hereinafter "**Force Majeure Event(s)**"), ITM's obligation to delivery of goods and performance of services is suspended for the duration of the Force Majeure Event. If the circumstances are not of temporary character ITM shall be entitled to withdraw from the contract. In the case of temporary circumstances, the dates and periods of delivery and performance shall be extended or prolonged by the duration of the circumstances plus a reasonable startup time. If, owing to the delay, the Buyer cannot be reasonably expected to accept the goods or services, he can withdraw from the order by making a declaration in text form to this effect and sending it to us without delay. In the case of a Force Majeure Event for which we are not responsible, there is no entitlement to compensation. But in case of a Force Majeure Event, we are obligated to notify the Buyer without delay of the unavailability of delivery of goods and performance of services.

(4) Increased or decreased deliveries customary in trade are permissible if it is not apparent that a specific quantity matters. Partial deliveries are also permissible, each partial delivery being deemed to be a complete legal transaction.

(5) Unless expressly agreed otherwise, if the goods concerned are dispatched by us, the risk shall pass to the Buyer upon the goods are transferred to the carrier, haulage contractor or other person charged with the execution of the dispatch. If the transfer or the dispatch is delayed due to circumstances which the Buyer is responsible for, the risk shall pass to the Buyer from the day the goods are ready for dispatch.

(6) Unless expressly agreed otherwise, if the goods concerned are dispatched by us, we reserve the right to choose the route of dispatch and kind of carrier. The goods will be insured against damage in transit only if this is expressly specified by the Buyer; the costs shall be borne by the Buyer.

4 PRICES AND TERMS OF PAYMENT

(1) Pricing for the agreed goods and services shall be based on the relevant price lists as amended from time to time, unless Buyer-specific prices have been agreed. Additional or special services shall be billed separately.

(2) Our prices are quoted in EUR exclusive the statutory value-added tax as valid at the time concerned. Unless expressly agreed otherwise, costs of, transport and possible transport insurance are not included and will be invoiced as a separate item.

(3) Unless expressly agreed otherwise, payment shall be made without deduction within 30 days of the date of the invoice. If settlement is by checks, payment shall be deemed to have been made when they are cashed.

(4) Cash payments, regardless of the amount, are not taken and/or accepted by us as a means of payment. In case of default of payment by the Buyer, we are entitled to charge him an interest rate 9 percentage points above the reference rate (Section 288 (II) German Civil Code). This does not exclude asserting claims for other damages.

(5) Moreover, notwithstanding the Buyer's provisions to the contrary, we are entitled first to set off payments against the Buyer's older debts. The Buyer shall not be entitled to withhold payment on account of Buyer's counterclaims or to set our payment claims against the Buyer off against Buyer's counterclaims unless Buyer's counterclaims are uncontested or recognized by declaratory judgment.

(6) If, after concluding the contractual agreement with the Buyer, circumstances become known to us which tend to substantially undermine confidence in the Buyer's willingness or ability to pay, we are entitled, notwithstanding agreements to the contrary, to make future deliveries and services contingent on advance payment or security.

5 WARRANTY

(1) We warrant that our goods comply with our standard specifications or (in case there aren't any) the product description at the time of transfer of risk. Upon request, the standard specifications/ product description will be provided to the Buyer. Any subjective requirements exceeding the standard specifications/ product description and any objective requirements are excluded, except where the parties have expressly agreed on specifications deviating from the standard specifications/ product descriptions in express reference to this Section 5 (1).

(2) The goods supplied by us shall be carefully inspected for obvious defects immediately after their arrival. The goods shall be deemed to have been accepted, unless we receive a notice in text form of obvious defects within ten days of delivery. If, despite careful inspection, defects are not recognised, this period of notice shall apply from the time of discovery of the defects. Moreover, damage to the packaging and other obvious damage that occurred to the goods in transit shall be reported to the carrier, haulage contractor or other person charged with the execution of the dispatch at the moment the goods are delivered.

(3) At our request, goods found to be defective shall be returned to us carriage paid. The necessary freight return costs will be refunded by us if the notice of defect is justified.

(4) In case of defects, we are obligated to remedy them or to supply goods free from defects within a reasonable period of time, the choice being left to us. The Buyer shall not have the option of withdrawing from the order or reducing the purchase price until the removal of defects fails or does not take place within a reasonable period.

6 LIABILITY

(1) We shall be liable without limitation in cases of wilful misconduct, gross negligence, injury to life, body or health, fraudulent concealment of a defect, claims under applicable product liability laws, and where we have expressly assumed a guarantee.

(2) In the case of slight negligence, we shall be liable only for the breach of a Material Contractual Obligation, i.e. an obligation whose fulfilment is essential for the proper performance of the contract and on whose compliance the Buyer generally relies and may rely (hereinafter "Material Contractual Obligation").

(3) In the event of a slightly negligent breach of a Material Contractual Obligation, our liability shall be limited to the foreseeable damage typical for the contract at the time of its conclusion.

(4) Any further liability for damages caused by slight negligence shall be excluded.

(5) The limitations of liability set out in paragraphs (2) to (4) above shall not apply to cases of liability without fault which are governed by law.

(6) The limitations of liability set out above shall also apply to the personal liability of our legal representatives, employees and vicarious agents.

7 STATUTE OF LIMITATIONS

(1) The limitation period for liability under the Product Liability Act, in the event of injury to life, limb and health and for intentional and grossly negligent behaviour shall be governed by the statutory provisions.

(2) All warranty claims shall become statute-barred after one year of the delivery of the goods. Sections 438 (3) and 444 of the German Civil Code remain unaffected.

8 CONFIDENTIALITY

(1) The Buyer and ITM undertake to keep all information that becomes accessible to them in connection with the Terms and Conditions, a contract or otherwise on the occasion of the business relationship, which is designated as confidential or is recognizable as a business or trade secret due to other circumstances, and not to record or exploit it in any way, unless this is necessary to achieve the purpose of the contract or the business relationship. If confidential information is to be disclosed pursuant to a decision or order of a public authority, a court or mandatory statutory or regulatory provisions, the disclosing party shall be informed thereof in writing and without delay, insofar as this is permissible; furthermore, the party obliged to disclose shall use its best endeavors to ensure that the confidential information is treated confidentially by the entity concerned.

(2) Any (more detailed) confidentiality agreements or non-disclosure agreements existing between the parties shall take precedence over this section 8 in the event of a conflict.

9 RESERVATION OF TITLE

(1) We reserve title to the goods until full payment of all claims arising from the current business relationship with the Buyer (hereinafter the "**Reserved Goods**"). The Reserved Goods may not be pledged to third parties or assigned as security until payment has been made in full.

(2) If the Buyer defaults on his payments even after an additional reasonable time period, as set by us after the due date has expired, we are entitled to bar the Buyer from using the Reserved Goods and, take them back or withdraw from the contract at our discretion. Taking back the goods constitutes a withdrawal from the contract only if we expressly declare this to be the case. If we take back the goods, we are authorised to sell them, the net proceeds being set off against the accounts payable by the Buyer.

(3) The Buyer is entitled to sell the Reserved Goods to third parties in the ordinary course of business. Already at this point, the Buyer assigns to us the claims the Buyer is entitled to from this sale to third parties, including any ancillary rights. The Buyer shall ensure that the claims resulting from this devolve upon us. Until further notice, the Buyer shall be entitled to collect the claims assigned to us in the Buyer's own name and at the Buyer's own expense.

We are not entitled to revoke this authorisation so long as the Buyer meets his payment obligations arising from the business relationship. If conditions for revocation exist and if notice of revocation is given by us, then the Buyer shall be obligated to disclose the unpaid claims and their debtors, to obtain the information and documents necessary for collection and, without delay, to notify the debtor of the assignment. If the realizable value of the securities exceeds our claims against the Buyer by more than 10%, we shall release securities of our choice at the Buyer's request.

(4) In the event of seizure of the Reserved Goods by third parties, particularly in the event of attachment, or the initiation of insolvency proceedings, the Buyer shall indicate that it is our property and inform us forthwith.

10 APPLICABLE LAW AND VENUE

(1) The contractual relationships between ITM and the Buyer and the Terms and Conditions as well as all rights arising out of or in connection with them, shall be exclusively subject to German law excluding German private international law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

(2) The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationships between ITM and the Buyer and the Terms and Conditions shall be Munich.

11 SEVERABILITY CLAUSE

If any term, provision, covenant or restriction of the Terms and Conditions is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall negotiate in good-faith to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. The same applies mutatis mutandis, if the Terms and Conditions should prove incomplete.

12 REFERENCE TO LEGAL PROVISIONS

(1) The handling, purchase, sale, transport and cross-border delivery of radioactive substances are subject to certain legal provisions of the Federal Republic of Germany; they include, in particular, the Regulation on Protection from Ionising Radiation (*Verordnung über den Schutz vor Schäden durch ionisierende Strahlen (StrlSchV)*). Within the European Union, the delivery of radioactive substances between EU member states is subject to Council Regulation (Euratom) No. 1493/93 of 8 June 1993 on shipments of radioactive substances between Member States.

(2) The dispatch of radioactive substances is subject to regulations on the transport of hazardous substances applicable to the mode of transport concerned (GGVSee/ADR, IATA Dangerous Goods Regulations etc.)

13 EXPORT CONTROL

By accepting our goods and services, the Buyer warrants that he complies with all European and national export regulations and, if applicable, US export regulations. This applies in particular to deliveries to/in sensitive buyer or end-user countries. The Buyer guarantees that all embargoes are strictly adhered to and that the sanctions lists are carefully checked and observed. Upon request, the Buyer provides us with evidence that the sanctions lists have been checked using suitable software programmes.

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