

CELLBOX SOLUTIONS INC.

Standard Terms and Conditions regarding LEASE

2025

Cellbox Solutions Inc. ("Cellbox Inc.") enters into lease agreements with customers for the use of the Cellbox transport incubator ("Leased Item"), developed by Cellbox Solutions GmbH, under these Standard Terms and Conditions of Lease. These Terms apply exclusively to corporations, partnerships, governmental entities, and other organizations acting in a business or professional capacity (collectively, "Customer").

1. Scope

- 1.1. The Cellbox device (the "Leased Item") is leased by Cellbox Solutions Inc. ("Cellbox Inc.") exclusively under these Standard Terms and Conditions of Lease, which shall also govern all future transactions between Cellbox Inc. and the Customer involving legal transactions of an identical or similar nature.
- 1.2. These Standard Terms and Conditions apply only to business customers, including corporations, partnerships, governmental entities, or other organizations acting in a business or professional capacity ("Customer"). Each party acknowledges that it is acting in the course of its business and has had an opportunity to review and negotiate these Terms.
- 1.3. Any terms and conditions proposed by the Customer that conflict with or deviate from these terms are hereby expressly rejected and shall not apply unless Cellbox Inc. has agreed to them in writing. Acceptance of goods or services by the Customer shall not be deemed acceptance of any such conflicting terms.

2. Contract Formation

- 2.1.** An order submitted by the Customer that qualifies as an offer to lease will be deemed accepted only if Cellbox Inc. confirms acceptance in writing or initiates performance within two (2) weeks of receipt.
- 2.2.** All offers by Cellbox Inc. are non-binding unless explicitly stated as binding in writing.
- 2.3.** Product or service descriptions, including images, dimensions, weights, and technical specifications, are non-binding unless expressly confirmed in writing as part of the agreement.

3. Lease Term

- 3.1.** The minimum lease term is one (1) week. Cellbox Solutions Inc. ("Cellbox Inc.") agrees to provide the leased Cellbox device ("Leased Item") to the Customer for the agreed-upon lease period.
- 3.2.** For leases entered into with a fixed term, the lease shall end upon expiration of the specified period unless terminated early for cause or extended in accordance with applicable law and these Terms.
- 3.3.** If the lease is entered into for an indefinite duration, it shall commence upon delivery of the leased Item and continue until terminated by either party in accordance with applicable legal requirements.
- 3.4.** Time required by Cellbox Inc. to perform maintenance, servicing, or necessary repairs during the lease term shall count toward the lease period. However, downtime due to inspection or repairs not caused by the Customer shall not be included in the lease period.
- 3.5.** Early return of the Leased Item by the Customer does not shorten the agreed lease term or relieve the Customer from payment obligations for the full lease period.
- 3.6.** Any extension of the lease period requires prior written approval from Cellbox Inc.. Customers wishing to extend the lease must notify Cellbox Inc. before the end of the original lease term.
- 3.7.** If the Customer does not return the Leased Item on or before the agreed return date, the lease shall automatically continue unless either party provides written notice to the other of its intent to terminate. This notice period begins for Cellbox Inc. upon learning of continued use, and for the Customer, it begins upon their continued use beyond the original lease term.
- 3.8.** If the Customer continues to use the Leased Item beyond the agreed lease term without a formal extension agreement, the lease shall automatically renew on a month-to-month basis. During this period, a monthly rental fee equal to the rate previously charged will apply and be payable in advance.

- 3.9.** During the lease period and any period of unauthorized holdover, the Customer is responsible for any damage to, loss, or destruction of the Leased Item resulting from its actions or negligence. Lease payments remain due for the entire duration of possession. The Customer shall also be liable for any related losses incurred by Cellbox Inc., including lost rental income and administrative costs.

4. Lease Fees, Payment Terms, and Default

- 4.1.** The lease payment shall be calculated on either a weekly or monthly basis, as mutually agreed between Cellbox Inc. and the Customer.
- 4.2.** Pricing is based on the rates in effect at the time the Customer places the order. Unless otherwise stated, lease rates exclude shipping or transportation fees, insurance costs, and any applicable sales taxes (including state and local taxes).
- 4.3.** Charges for standard packaging required for shipment will be invoiced at cost, unless otherwise agreed in writing with the Customer.
- 4.4.** All lease payments must be made via electronic funds transfer to the designated Cellbox Inc. bank account and in the currency specified on the invoice.
- 4.5.** Unless otherwise agreed in writing, all lease payments are due immediately upon receipt of the invoice and must be paid in full without any deduction, set-off, or withholding.
- 4.6.** The Customer shall be deemed in default if payment is not received within thirty (30) days of the stated due date and invoice receipt, unless the failure to pay was caused by reasons beyond the Customer's reasonable control. In the event of such default:
- 4.6.1.** Cellbox Inc. reserves the right to assess a late payment fee of 5% per month (or the maximum rate allowed by law, whichever is less) on any past due amounts.
- 4.6.2.** Cellbox Inc. may, in its discretion, terminate the lease, demand the immediate return of the Leased Item, and seek any remedies available under applicable law, including those provided under UCC Article 2A.

5. Offsets and Withholding Rights

- 5.1.** The Customer may not offset, withhold, or delay any payment due under this Agreement except for claims that are undisputed, legally established, or arise from the same transaction and constitute reciprocal performance.
- 5.2.** The Customer may exercise a right of retention or withhold payment only if the counterclaim is based on the same agreement under which payment is being withheld.

6. Transfer of Risk

- 6.1.** Cellbox Inc. shall deliver the leased equipment (“Leased Item”) to the Customer in a condition fit for the agreed contractual purpose and shall maintain the Leased Item in such condition throughout the lease term. Cellbox Inc. may engage third-party shipping providers to facilitate the delivery of the Leased Item.
- 6.2.** Cellbox Inc.’s delivery obligations are contingent upon the timely and accurate receipt of goods or components from its own suppliers. This provision shall not apply where the failure to receive goods is due to Cellbox Inc.’s own fault or negligence.
- 6.3.** Cellbox Inc. reserves the right to make partial deliveries or render services in installments, provided such deliveries are reasonable given the intended use and do not result in substantial additional burden or expense for the Customer.
- 6.4.** Unless expressly agreed otherwise in writing, any delivery timelines provided are non-binding estimates. Any delivery period will commence only after all relevant order details have been confirmed and the Customer has fulfilled all necessary obligations, including payment or provision of information required for fulfillment.
- 6.5.** If the Customer refuses or fails to accept delivery in a timely manner, the risk of loss, damage, or accidental destruction of the Leased Item shall pass to the Customer upon such delay. In such cases, Cellbox Inc. reserves the right to seek compensation for any resulting losses or expenses, including storage or re-shipping costs.
- 6.6.** Events beyond the reasonable control of Cellbox Inc., including but not limited to force majeure, strikes, lockouts, natural disasters, or supply chain disruptions, shall extend any delivery deadlines for the duration of such disruption. If performance becomes impossible or commercially impracticable, Cellbox Inc. may terminate the lease without liability.
- 6.7.** Customers retain all statutory rights in case of delivery delays.

7. Ownership and Use

- 7.1.** The Leased Item remains the property of Cellbox Inc. throughout the lease term. The Customer must handle the Leased Item with care and use it solely for its intended purpose, namely, the transport of cell cultures in standard culture vessels.
- 7.2.** If third parties assert claims over the Leased Item (e.g., through seizure), or in the event of loss, theft, or damage, Customer must notify Cellbox Inc. immediately in writing and inform the third party of Cellbox Inc.’s ownership.
- 7.3.** The Customer shall not disassemble, decompile, reverse engineer, reproduce, modify, or enhance the Leased Item (“Cellbox”), nor permit any third party to do so. Any unauthorized modification or combination of the Leased Item with other

products/ technologies is not allowed. All intellectual property rights related to the Cellbox background IP, including any IP generated in connection with the use of the Leased Item, shall remain the exclusive property of Cellbox Inc.

- 7.4.** In the event of unauthorized modifications or use of the Leased Item that infringes on Cellbox Inc.'s intellectual property rights, Cellbox Inc. reserves the right to demand immediate return of the Leased Item and terminate the lease agreement.
- 7.5.** Customer acknowledges and consents that Cellbox Inc. may collect usage or performance data from the Leased Item solely for purposes of maintenance, troubleshooting, and product improvement. No personal or proprietary scientific data of the Customer shall be accessed, collected, or stored.

8. Customer Obligations

- 8.1.** The Leased Item may not be provided to or used by any third party without the prior written consent of Cellbox Inc.
- 8.2.** The Customer shall not assign, sublicense, or otherwise transfer any rights or interests under this Agreement, nor grant any rights in the Leased Item, without Cellbox Inc.'s express written approval.
- 8.3.** Upon request, the Customer shall promptly provide Cellbox Inc. with information regarding the current location and site of operation of the Leased Item.

9. Warranty

- 9.1.** Customer's statutory warranty rights regarding the Leased Item apply in accordance with applicable law and these terms.
- 9.2.** The Customer is not entitled to claim defects for minor or inconsequential deviations from agreed specifications.
- 9.3.** If the Leased Item is damaged or impaired during the lease period, Customer must promptly notify Cellbox Inc. in writing within five (5) business days with full details of the incident causing the damage. This also applies if action is needed to protect the Leased Item from unforeseen risks or if third parties assert rights over the Leased Item. Failure to provide a timely notice will obligate Customer to compensate Cellbox Inc. for any resulting losses. Furthermore, if Cellbox Inc. is unable to remedy the issue due to Customer's failure to notify, Customer may not reduce lease payments, claim damages, or terminate the lease without first providing a reasonable opportunity for Cellbox Inc. to remedy the situation.
- 9.4.** Defects that materially affect the Leased Item's functionality may only be repaired or remedied by Cellbox Inc. or authorized agents. Customers are not permitted to

undertake repairs or engage third parties to do so unless expressly authorized in writing by Cellbox Inc. In such cases, Cellbox Inc. will cover the associated costs.

10. Liability

- 10.1.** Customer's claims for damages against Cellbox Inc. are excluded, except as otherwise provided herein.
- 10.2.** This exclusion does not apply to liability for damages resulting from willful misconduct or gross negligence by Cellbox Inc., its legal representatives, or agents involved in contract performance.
- 10.3.** In addition, this limitation does not affect liability for breaches of essential contractual obligations, those duties the fulfillment of which is fundamental to the contract's purpose and on which Customer may reasonably rely. In cases of ordinary negligence related to such essential obligations, liability is limited to foreseeable damages typical of this type of contract.
- 10.4.** The above limitations do not apply to personal injury, including death, bodily harm, or harm to health caused by negligence or willful misconduct. Furthermore, Cellbox Inc. shall not exclude or limit liability where defects were fraudulently concealed.
- 10.5.** Any exclusion or limitation of liability also applies to the personal liability of Cellbox Inc.'s legal representatives and agents assisting with contract performance.

11. Return of the Leased Item

- 11.1.** Unless otherwise agreed, Customer must return the Leased Item to Cellbox Inc. at Customer's expense and risk upon the expiration of the lease term or, alternatively, make the Leased Item available for pickup by Cellbox Inc. after it has been properly cleaned, packed, and prepared for transport. The Leased Item must be returned in good condition and in compliance with the lease agreement.
- 11.2.** Prior to returning the Leased Item, the Customer shall ensure that the item has been properly cleaned and decontaminated in accordance with the cleaning instructions provided in the operating manual and any additional guidelines issued by Cellbox Inc. The Customer must confirm completion by signing Cellbox Inc.'s official Decontamination Form, which shall accompany the returned item. If the Leased Item is returned without a duly signed Decontamination Form, Cellbox Inc. may refuse acceptance and extend the lease term until the properly cleaned Leased Item, together with the completed form, is returned. If it is evident, notwithstanding such confirmation, that the Leased Item has not been properly cleaned or decontaminated, Cellbox Inc. may, at its discretion, (i) return the item to the Customer for proper cleaning at the Customer's expense, or (ii) perform or arrange the required cleaning itself and charge the Customer a reasonable cleaning fee.

- 11.3.** The obligation to return the Leased Item applies equally to defective items.
- 11.4.** If Customer is unable to return the Leased Item and is responsible for this failure, Customer shall be liable for damages.
- 11.5.** Risk of loss or damage to the Leased Item shall pass to the Customer upon delivery. If the Customer arranges return shipping, the Customer shall bear all risk associated with the Leased Item during the return transit.

12. Purchase Option

- 1.1.** The purchase of the Leased Item is possible only where this has been separately agreed in writing by Cellbox Inc. and Customer.
- 12.1.** The purchase of the Leased Item shall be governed exclusively by Cellbox Inc.'s Standard Terms and Conditions of Sale.

13. Jurisdiction, Governing Law

- 13.1.** If both parties to this Agreement are business entities or public law entities and neither is subject to general jurisdiction in the United States, the place of performance for all obligations under this Agreement shall be Cellbox Inc.'s principal place of business in the State of Maryland. Subject to the foregoing, any action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Maryland. Each party irrevocably submits to the personal jurisdiction and venue of such courts and waives any objection based on forum non conveniens or improper venue. Notwithstanding the foregoing, Cellbox Inc. may initiate proceedings in the courts having jurisdiction over the Customer's principal place of business.
- 13.2.** This lease agreement, these terms, and all legal relationships between the Customer and Cellbox Inc. shall be governed exclusively by the laws of the State of Maryland, without regard to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

14. Severability

- 14.1.** Should any provision of these Standard Terms and Conditions be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that most closely approximates the economic intent and purpose of the invalid provision.