GENERAL TERMS AND CONDITIONS

FOR FEE-FOR-SERVICE ENGAGEMENTS

These General Terms and Conditions (Terms) set out the framework under which Omivera delivers fee-for-service engagements to Clients. Every Service is performed on a clearly defined, paid-for scope of work. No equity, partnership, joint venture, or revenue-sharing arrangement is created by these Terms. By executing a Statement of Work, the Client confirms unconditional acceptance of these Terms, which take precedence over any Client-side purchasing conditions.

1. DEFINITIONS

In these Terms the following expressions carry the meanings assigned to them below:

1.1 **Omivera** means Omivera B.V. with its registered office in Leiden, the Netherlands, and registered under chamber of commerce number 97665096, and all of its affiliates and subsidiaries.

1.2 **Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where control means holding more than fifty per cent (50%) of the voting rights or equivalent governing interest.

1.3 **Agreement** means these Terms together with the applicable Statement of Work and any Change Order(s).

1.4 **Applicable Law** means any binding law, regulation, regulatory guideline, or governmental or judicial order applicable to a Party or to the subject matter of an Agreement, as amended from time to time.

1.5 **Background IP** means all IP rights owned or controlled by a Party prior to the effective date of a Statement of Work, or developed independently outside the scope of the Services.

1.6 **Change Order** means a written document signed by both Parties that formally amends the scope, timeline, or Fee set out in a Statement of Work.

1.7 **Client** means the legal or natural person that procures Services from Omivera under a Statement of Work.

1.8 **Client Materials** means all compounds, data, samples, documentation, or other materials supplied by the Client to Omivera for the purpose of performing the Services.

1.9 **Confidential Information** means any non-public technical, scientific, commercial, financial, or operational information disclosed by one Party to the other in connection with an Agreement, whether in written, electronic, or oral form, that is identified as confidential or that a reasonable person in the relevant field would treat as confidential given its nature and the circumstances of disclosure.

1.10 **Deliverables** means the specific outputs, reports, data packages, materials, or other items that Omivera is obligated to deliver to the Client under a Statement of Work.

1.11 **Fee** means the total charges payable by the Client to Omivera for the Services as specified in the Statement of Work, denominated in the currency stated therein.

1.12 **Force Majeure Event** has the meaning set out in Section 16.

1.13 **Foreground IP** has the meaning set out in Section 10.2.

1.14 **Losses** means all losses, liabilities, damages, costs, and reasonable legal expenses actually incurred.

1.15 **Milestone** means a defined stage of the Services linked to a payment obligation, as set out in a Statement of Work.

1.16 **Pass-Through Costs** means third-party expenses, consumables, courier charges, and other out-of-pocket costs that are directly attributable to the Services and pre-agreed in writing between the Parties.

1.17 **Service Provider** means the entity providing Services under these Terms, as identified in the applicable Statement of Work.

1.18 **Service Provider IP** has the meaning set out in Section 10.3.

1.19 **Services** means the fee-for-service activities described in a Statement of Work, including any associated delivery of Deliverables.

1.20 **Statement of Work (or SOW)** means a written document, signed by authorized representatives of both Parties, describing the scope of Services, Deliverables, timeline, Fee, payment schedule, and any other terms specific to a given engagement.

1.21 **Taxes** means all applicable taxes, duties, levies, and governmental charges, including value added tax (btw), but excluding taxes on Omivera's net income or corporate profits.

2. GENERAL PROVISIONS

2.1 These Terms apply to all quotations, SOWs, and Agreements between Omivera and the Client. They supersede all prior oral or written communications relating to the same subject matter. The Client's acceptance of a SOW constitutes acceptance of these Terms for that engagement and for all future engagements, even where not expressly restated.

2.2 Omivera expressly rejects all general purchasing conditions or other terms submitted by the Client. Failure by Omivera to object to any Client-side conditions at any given time shall never be construed as acceptance of those conditions.

2.3 Deviations from these Terms are valid only if confirmed in writing by an authorized representative of Omivera. If any provision of these Terms is found invalid or unenforceable, it shall be severed and the remaining provisions shall continue in full force. The Parties shall replace any invalid provision with a valid one that most closely reflects the commercial intent.

2.4 Where a SOW is executed by more than one Client entity, all such entities are jointly and severally liable for all payment and other obligations under the Agreement.

3. STATEMENTS OF WORK AND CHANGE ORDERS

3.1 A binding Agreement arises only when a SOW has been signed by authorized representatives of both Parties. Quotations and offers issued by Omivera are without obligation until a SOW is executed. Indicative timelines, cost estimates, or performance projections provided prior to SOW execution are non-binding.

3.2 Any change to the scope, timeline, Deliverables, or Fee must be agreed through a signed Change Order before work under the changed scope commences. Neither Party is obligated to agree to a Change Order. Omivera may adjust the Fee and timeline to reflect any agreed change in scope. Verbal approvals in urgent situations may be acted upon by Omivera, subject to prompt written confirmation by the Client.

3.3 Omivera shall notify the Client promptly if it identifies during performance of the Services that the agreed scope is materially insufficient to achieve the stated objectives, or that unforeseen technical circumstances require a scope adjustment. The Parties shall then negotiate a Change Order in good faith.

4. PERFORMANCE OF SERVICES

4.1 Omivera shall perform the Services with reasonable professional skill and care, in accordance with current industry and scientific standards applicable to the relevant field, and in compliance with all Applicable Law.

4.2 Where a SOW designates applicable quality standards (such as GLP, GCP, or cGMP), Omivera shall perform the relevant Services in accordance with those standards. Where no quality standard is designated, Omivera shall apply its internal standard operating procedures.

4.3 Omivera shall carry out its obligations only in ways that are compatible with Applicable Law and shall not be required to perform any act that would constitute a legal violation.

4.4 Omivera may engage Affiliates or third-party subcontractors to perform all or part of the Services without prior Client consent, provided that Omivera shall remain fully responsible and liable for the performance of all such parties. Upon reasonable request, Omivera shall inform the Client of any material subcontractors engaged in the provision of the Services.

4.5 All Services are delivered within the scope defined in the applicable SOW. Unless a Change Order has been executed, Omivera is not obligated to perform work beyond the agreed scope, even where additional work may be incidentally beneficial to the Client.

4.6 Omivera shall keep the Client reasonably informed of material progress against the SOW timeline. The frequency and format of progress updates shall be agreed in the relevant SOW or, absent such agreement, provided at reasonable intervals upon request.

5. CLIENT OBLIGATIONS

5.1 The Client shall provide all cooperation, information, access, and Client Materials that Omivera reasonably requires to perform the Services, within the timeframes specified in the applicable SOW or, absent such specification, no later than fourteen (14) calendar days before the scheduled start date.

5.2 The Client warrants that: (a) all Client Materials and information provided are accurate, complete, and up to date; (b) it holds all necessary rights and authorizations to provide Client Materials to Omivera for the purposes of the Services; (c) Client Materials do not contain undisclosed personal data; and (d) where Client Materials include human biological samples, such samples were collected with full, valid informed consent and in compliance with all Applicable Law and applicable ethical standards.

5.3 The Client shall promptly notify Omivera of any known or anticipated hazards associated with Client Materials, and shall supply written safety, handling, transport, storage, and disposal instructions prior to delivery. The Client accepts full liability for any Losses suffered by Omivera or its personnel arising from undisclosed hazards.

5.4 The Client shall provide all import and export authorizations, licenses, and customs documentation required for the transfer of Client Materials to Omivera's facility, and shall bear all associated costs. Inbound shipments of Client Materials shall be organized on a DDP basis unless the Client is unable to act as Importer of Record, in which case a DAP arrangement shall apply, subject to the Client providing all information necessary for lawful customs clearance.

5.5 Client Materials remain the property of the Client at all times. Omivera shall use Client Materials exclusively for the purpose of performing the Services. Omivera shall not reverse-engineer, chemically analyse, or attempt to derive the composition, properties, or manufacturing method of Client Materials, and shall not permit any third party to do so. Unless the Client provides alternative written instructions, Omivera shall retain any unused Client Materials for three (3) months following completion or termination of the SOW, after which such materials shall be returned, destroyed, or disposed of as directed by the Client and at the Client's cost.

5.6 Any delay or additional cost attributable to the Client's failure to provide required materials, information, or approvals within agreed timeframes shall be borne solely by the Client. Such failure will automatically extend all affected timelines by a reasonable period and may, at Omivera's election, trigger a Change Order to reflect additional costs incurred.

6. FEES, INVOICING, AND PAYMENT

6.1 **Fee basis.** The Client shall pay the Fee and all agreed Pass-Through Costs as specified in the applicable SOW. The Fee is the sole basis of compensation for the Services. For the avoidance of doubt, no royalty, success fee, revenue share, equity, or other form of contingent or variable compensation is granted to Omivera under a fee-for-service engagement unless explicitly agreed in writing in the SOW.

6.2 Payment schedule. Unless the SOW specifies a different schedule, Fees are payable as follows: (a) fifty per cent (50%) of the total Fee is due upon SOW execution; (b) the remaining balance is due upon delivery of the final Deliverables. For multi-Milestone SOWs, Fees are invoiced and payable at each agreed Milestone. Pass-Through Costs are invoiced as incurred and are due within thirty (30) days of invoice.

6.3 Payment terms. All invoices are due and payable within thirty (30) calendar days of the invoice date by electronic bank transfer to the account specified on the invoice, without deduction, set-off, or counterclaim. Omivera shall invoice in advance of each Milestone where a Milestone payment is due.

6.4 Taxes. All Fees are exclusive of Taxes. Where Taxes are applicable (including btw), they will be itemized separately on the invoice and are payable by the Client in addition to the Fee. If the Client is legally required to withhold tax, the Client shall notify Omivera promptly in writing, retain and remit the applicable amount to the relevant authority, and provide Omivera with official evidence of payment. Both Parties shall cooperate to minimize withholding obligations where lawfully possible.

6.5 Invoice disputes. Where the Client disputes any portion of an invoice in good faith, it shall: (a) pay all undisputed amounts by the due date; (b) notify Omivera in writing of the disputed amount and its reasons within fifteen (15) days of the invoice date. Both Parties shall use good faith efforts to resolve the dispute within thirty (30) days. Disputed amounts shall not accrue default interest during active good-faith resolution, provided the Client has complied with this clause.

6.6 Late payment. Overdue undisputed amounts shall accrue interest at a rate of two per cent (2%) per month (or the maximum rate permitted under Dutch law, if lower) from the due date until actual payment. Omivera shall also be entitled to recover all reasonable costs of collection, including legal fees. If any undisputed invoice remains outstanding for more than thirty (30) days past its due date, Omivera may suspend all activities under the relevant SOW and withhold delivery of all Deliverables, data, and Client Materials until payment is received in full.

6.7 Annual adjustment. Omivera reserves the right to adjust Fees annually on each January 1st following at least six (6) months from SOW signature, by reference to the Dutch Consumer Price Index (CPI) as published by Statistics Netherlands (CBS). Any inflation adjustment will be calculated and notified to the Client at least thirty (30) days before it takes effect.

6.8 Suspension. If the Client requests the suspension or postponement of any Services, the Client shall reimburse Omivera for all reasonable costs already incurred and non-cancellable commitments that Omivera is unable to mitigate, in addition to any resumption costs reasonably incurred upon restart.

7. DELIVERABLES AND ACCEPTANCE

7.1 Omivera shall deliver each Deliverable as described in the applicable SOW. Delivery is deemed complete when the Deliverable is made available to the Client (or its designated recipient) in the agreed format and through the agreed channel.

7.2 The Client shall review each Deliverable within thirty (30) calendar days of receipt (the Review Period) and either: (a) confirm acceptance in writing; or (b) provide a written notice of non-acceptance specifying in reasonable detail the nature and reproducible evidence of any deficiency. Failure to respond within the Review Period constitutes unconditional acceptance of the Deliverable.

7.3 Upon receipt of a valid non-acceptance notice, Omivera shall have thirty (30) calendar days to remedy the identified deficiency, and deliver the revised Deliverable for a further review cycle. If, after two (2) remedy cycles, the Deliverable still does not meet the agreed written acceptance criteria, the Client may elect to: (a) accept the Deliverable at a reduced Fee to be agreed between the Parties; or (b) terminate the relevant SOW under Section 12, in which case the Client's liability is limited to Fees for Services already performed and non-cancellable costs incurred.

7.4 Omivera warrants that Deliverables will conform to the acceptance criteria expressly set out in the SOW when used in accordance with any instructions provided. No other warranty as to fitness for a particular purpose or commercial outcome is given.

8. FEE-FOR-SERVICE MODEL

8.1 Nature of engagement. If the Services are provided on a fee-for-service basis, Omivera's obligation is to perform the agreed Services to the professional standard set out in Section 4. Omivera does not guarantee any specific scientific outcome, regulatory approval, commercial success, or third-party result arising from use of the Deliverables.

8.2 **Experimental services.** Where a SOW involves experimental or research-stage work, the Client acknowledges that such Services are inherently uncertain in outcome. In such cases, Omivera's obligation is one of means (inspanningsverplichting), not of result (resultaatsverplichting), unless the SOW expressly designates a specific item as a results-based obligation.

9. CONFIDENTIALITY

9.1 Each Party shall hold the other's Confidential Information in strict confidence and shall not disclose it to any third party without prior written consent, except: (a) to its own employees, Affiliates, consultants, and subcontractors on a strict need-to-know basis, provided such persons are bound by written confidentiality obligations no less protective than those set out herein; or (b) as required by Applicable Law, a court, or a regulatory authority, in which case the Receiving Party shall provide the Disclosing Party with prompt written notice and shall cooperate to minimize the disclosure and seek appropriate protective orders.

9.2 Confidentiality obligations shall not apply to information that: (a) is or becomes publicly known through no act or omission of the Receiving Party; (b) was lawfully in the Receiving Party's possession prior to disclosure; (c) is independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's Confidential Information, as evidenced by written records; or (d) is received from a third party with the lawful right to disclose it.

9.3 Confidentiality obligations shall survive termination or expiration of any Agreement for a period of five (5) years. Where Confidential Information constitutes a trade secret under Applicable Law, obligations shall continue for as long as the information retains trade secret status.

9.4 Neither Party shall issue any press release, public announcement, or marketing material naming the other Party or referring to the existence or subject matter of an Agreement without the other Party's prior written consent.

9.5 Upon termination or expiration of a SOW, each Party shall, at the other's written request, promptly return or destroy all Confidential Information of the other Party in its possession, except where retention is required under Applicable Law or internal compliance policies.

10. INTELLECTUAL PROPERTY

10.1 **Background IP.** All Background IP of each Party remains the sole and exclusive property of that Party. Nothing in these Terms grants either Party any rights in or to the other's Background IP, except for the limited license granted below. The Client grants to Omivera a non-exclusive, royalty-free license to use Client Background IP solely to the extent necessary to perform the Services. Omivera shall notify the Client promptly of any restriction on Client Background IP of which Omivera becomes aware.

10.2 **Client ownership of Foreground IP.** Subject to Section 10.3, all IP rights in Deliverables and data generated specifically for the Client under a SOW (Foreground IP) shall be owned by the Client upon full payment of all Fees due under the relevant SOW.

10.3 **Service Provider IP.** Notwithstanding Section 10.2, all IP rights in: (a) any improvement or enhancement to Omivera's Background IP or internal platforms; (b) generally applicable methods, protocols, assays, software, algorithms, and analytical tools developed or used in the performance of the Services; and (c) any invention that constitutes an improvement to Omivera's existing technological capabilities (collectively, Service Provider IP), shall be and remain the sole property of Omivera, irrespective of whether Client funds contributed to their development. Omivera shall not use Service Provider IP to prevent the Client from exercising its rights in Deliverables owned under Section 10.2. The Client hereby assigns to Omivera any rights in Service Provider IP that may inadvertently vest in the Client.

10.4 **Data use by Service Provider.** Omivera may use data generated during Services in a de-identified or aggregated format for internal technology development, quality improvement, and benchmarking purposes, provided this does not identify the Client or any Client Materials.

10.5 Each Party shall ensure that its employees, contractors, and agents performing obligations under an Agreement are bound by written agreements obligating them to assign all relevant IP to their employing Party.

11. REPRESENTATIONS, WARRANTIES, AND INSURANCE

11.1 Each Party represents and warrants to the other that: (a) it is validly incorporated or established and in good standing under its governing law; (b) it has full authority to enter into and perform its obligations under each Agreement; and (c) each Agreement constitutes a valid and enforceable obligation against it.

11.2 The Client further represents and warrants that: (a) it will not request Omivera to perform any task in a manner that would violate Applicable Law or that involves materials for which proper safe handling information has not been provided; and (b) to the best of the Client's knowledge, use of the Client Materials by Omivera for the purpose of providing the Services does not infringe any third party's IP rights.

11.3 Save as expressly set out in these Terms or in the applicable SOW, all representations, warranties, and conditions, whether express or implied by law, statute, trade usage, or otherwise, are excluded to the fullest extent permitted by Applicable Law.

11.4 Each Party shall maintain appropriate insurance coverage for its respective business activities and obligations under these Terms, including professional indemnity insurance in amounts proportionate to the services and risks involved. The Client shall maintain insurance coverage sufficient to cover the value of Client Materials held at Omivera's facility.

12. TERM AND TERMINATION

12.1 Each SOW takes effect on the date of execution by both Parties and remains in force until all Services have been delivered and all Fees paid, unless earlier terminated under this Section 12.

12.2 **Termination for convenience.** The Client may terminate a SOW at any time for any reason upon sixty (60) calendar days' prior written notice to Omivera. Upon such termination, the Client shall pay: (a) all Fees for Services performed up to the effective termination date; (b) all non-cancellable costs and commitments incurred by Omivera prior to the termination date that cannot be re-allocated, subject to Omivera's obligation to use commercially reasonable efforts to mitigate; and (c) a cancellation fee equal to twenty per cent (20%) of the remaining unpaid Fee under the SOW, to compensate Omivera for capacity reservation and planning. For Milestone-based SOWs, the Client shall pay a pro rata portion of the next Milestone fee based on the percentage of that Milestone completed at the date of termination.

12.3 **Termination for cause.** Either Party may terminate a SOW immediately upon written notice if: (a) the other Party commits a material breach of the Agreement that, if capable of remedy, is not remedied within thirty (30) calendar days of receiving written notice specifying the breach; or (b) the other Party becomes insolvent, suspends payments to creditors, is subject to bankruptcy or moratorium proceedings, or has a liquidator, receiver, or administrator appointed.

12.4 **Termination for technical impracticability.** Omivera may terminate a SOW upon thirty (30) calendar days' written notice if unforeseen material technical or scientific circumstances arise that render performance of the Services impracticable without a fundamental change to the agreed Fee or timeline, and the Parties are unable to agree a Change Order addressing such circumstances within that notice period.

12.5 Termination of any SOW does not affect any other active SOW between the Parties.

13. LIMITATION OF LIABILITY

13.1 Omivera's total aggregate liability to the Client under or in connection with any SOW, whether arising in contract, tort (including negligence), or otherwise, shall not exceed the total Fees actually paid by the Client under that SOW in the twelve (12) months immediately preceding the event giving rise to the claim.

13.2 Neither Party shall be liable to the other for any indirect, special, consequential, punitive, or incidental loss or damage, including without limitation lost profits, lost revenues, lost savings, loss of business opportunity, or reputational harm, arising under or in connection with any Agreement, regardless of whether such Party was advised of the possibility of such losses.

13.3 Nothing in these Terms excludes or limits either Party's liability for: (a) death or personal injury caused by that Party's negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot lawfully be excluded or limited under Dutch law.

13.4 Any claim by the Client must be brought within one (1) year of the date on which the Client first became aware, or reasonably should have become aware, of the circumstances giving rise to the claim. Claims not brought within this period shall be time-barred.

14. INDEMNIFICATION

14.1 Omivera shall indemnify and hold harmless the Client from and against any Losses arising from third-party claims to the extent directly attributable to: (a) Omivera's gross negligence or willful misconduct in performing the Services; or (b) Omivera's material breach of its representations and warranties under Section 11, in each case except to the extent caused or contributed to by the Client.

14.2 The Client shall indemnify and hold harmless Omivera from and against any Losses arising from third-party claims relating to: (a) the Client's use, commercialization, or disposal of Deliverables or results of the Services; (b) Omivera's use of Client Materials or Client Background IP for the purpose of performing the Services; (c) the Client's breach of its representations and warranties under Section 11; or (d) the Client's gross negligence or willful misconduct, in each case except to the extent caused by Omivera's gross negligence or willful misconduct.

14.3 The indemnified Party shall: (a) promptly notify the indemnifying Party in writing of any claim for which indemnification is sought; (b) give the indemnifying Party reasonable control over the defense and settlement of such claim; and (c) provide reasonable cooperation and assistance at the indemnifying Party's cost. The indemnified Party may participate in the defense at its own expense with counsel of its choice.

15. PERSONAL DATA PROTECTION

15.1 The Parties acknowledge that Services are not intended to involve the processing of personal data. The Client represents that all Client Materials and information provided are fully anonymized or otherwise free of personal data unless the Parties have expressly agreed otherwise and entered into an appropriate data processing agreement as required by the General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR) or other applicable data protection law.

16. FORCE MAJEURE

16.1 Neither Party shall be liable for any failure or delay in performing its obligations (other than a payment obligation) to the extent such failure or delay is caused by circumstances beyond that Party's reasonable control, including acts of God, natural disasters, fires, floods, epidemics, pandemics, quarantines, war, civil unrest, terrorism, governmental embargoes, strikes, labor disturbances, failure of utility services, or regulatory interventions (each a Force Majeure Event).

16.2 The Party affected by a Force Majeure Event shall notify the other Party in writing within ten (10) calendar days of the onset of the event, specifying its nature, expected duration, and the steps being taken to mitigate its effect. If a Force Majeure Event continues for more than ninety (90) consecutive days, either Party may terminate the affected SOW upon written notice without further liability, except that the Client shall remain liable for Fees for Services already performed and non-cancellable costs.

16.3 Payment obligations shall not be excused or delayed by a Force Majeure Event.

17. MISCELLANEOUS

17.1 **Entire agreement.** The Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior negotiations, representations, and understandings. Amendments must be in writing and signed by authorized representatives of both Parties.

17.2 **Independent contractors.** Nothing in any Agreement creates a partnership, employment relationship, agency, franchise, or joint venture between the Parties. Each Party acts as an independent contractor and is solely responsible for its own personnel, taxes, and liabilities.

17.3 **No waiver.** No condoning, excusing or overlooking by a Party of any default or breach of any terms of this Agreement by the other Party will operate as a waiver of the Party's rights under this Agreement of any continuing or subsequent default or breach. No waiver will be inferred from or implied by anything done or omitted by a Party except an express waiver in writing.

17.4 Notices. Notices required or permitted under these Terms must be in writing and delivered by email with confirmation of receipt, or by courier to the addresses specified in the applicable SOW. Notices take effect on the date of confirmed receipt.

17.5 No third-party rights. No provision of these Terms or any Agreement confers any right or benefit on any third party.

17.6 Severability. If any provision of this Agreement will be held to be invalid, illegal or unenforceable under any applicable statute or rule of law, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby.

17.7 Assignment. Neither Party may assign or transfer any of its rights or obligations under any Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Either Party may, without consent, assign all (but not part) of its rights and obligations to: (a) an Affiliate; or (b) a successor entity arising from a merger, acquisition, or sale of all or substantially all of the assets to which the Agreement relates, provided that the assignee assumes all obligations under the Agreement in writing and the assigning Party gives written notice within thirty (30) calendar days of completion. A change of control of a Party, meaning any transaction resulting in a person or group acquiring more than fifty per cent (50%) of its voting rights, shall be treated as an assignment for the purposes of this clause. Any assignment made without complying with this clause is void. The assigning Party remains liable for any obligations that arose before the date of assignment.

18. GOVERNING LAW AND DISPUTE RESOLUTION

18.1 These Terms and all Agreements shall be exclusively governed by and construed in accordance with the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

18.2 In the event of any dispute arising out of or in connection with these Terms or any Agreement, the Parties shall first attempt to resolve the matter through good faith negotiations at a senior management level. Either Party may initiate this process by delivering a written notice to the other setting out the nature of the dispute. If the dispute is not resolved within thirty (30) calendar days of that notice (or such longer period as the Parties may agree in writing), either Party may refer the matter to the competent court.

18.3 If the dispute is not resolved pursuant to Section 18.2, it shall be submitted to the exclusive jurisdiction of the competent court in The Hague, the Netherlands (Rechtbank Den Haag). Notwithstanding the foregoing, Omivera retains the right to bring proceedings before the competent courts of the Client's place of incorporation or principal place of business.