

AMYLYX TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

1. Scope

These Amylyx general terms and conditions (“**T&Cs**”) apply to all purchase of services by Amylyx Pharmaceuticals, Inc. and any of its affiliates from any of its suppliers. In case of conflicts between Amylyx T&Cs and any terms contained in the Supplier’s Quote, the Amylyx T&Cs will prevail, unless the Quote expressly derogating to these T&Cs is signed by both Parties.

2. Definitions

“**Deliverables**” means any and all deliverables that Supplier may provide to Amylyx for the performance of the Services, which may be reports, data, graphs, and any other quantifiable aspects, in physical or electronic form.

“**Party**” or “**Parties**” means Amylyx and/or Supplier, as the case may be.

“**Quote**” means the offer prepared by Supplier and accepted in writing by Amylyx for the performance of the Services.

“**Services**” means the services to be provided by the Supplier pursuant to the Quote (which may include, where appropriate, any equipment or materials provided by the Supplier to perform the Services).

“**Subcontractor**” means any affiliate or third party.

“**Supplier**” means the organization or individual named in the Quote responsible for the performance of the Services, including any of its officers, employees, Subcontractors and/or agents engaged by Supplier in relation to the Services.

3. Provision of Services.

3.1. Services

The Supplier hereby agrees to perform the Services included in the Quote. These T&Cs are considered incorporated by reference in each Quote and shall take precedence over and control any contrary or inconsistent terms and conditions in any such Quote, unless the Quote explicitly states otherwise.

3.2. Deliverables

All Deliverables shall be submitted by Supplier to Amylyx and shall be subject to review by Amylyx to verify that they satisfy the acceptance criteria set forth in the Quote or, if not stated therein, upon Amylyx’s reasonable satisfaction. Amylyx shall give Supplier notice within ninety (90) days of receipt of Deliverables from Supplier if Amylyx determines that a Deliverable does not conform to the acceptance criteria. Supplier shall, at no cost to Amylyx, promptly correct any deficiencies. Amylyx shall be deemed to have

accepted Deliverables if no notice of non-conformance is given to Supplier in such ninety (90) day period.

3.3. Subcontracting

The Supplier may subcontract the Services hereunder to an affiliate and/or any non-Affiliate third party (each a “Subcontractor”), provided always that the Supplier gives written notice to Amylyx in advance. The Supplier will be solely responsible for the breach of these T&Cs by its Subcontractors performing Services under any relevant Quote. Prior to subcontracting any Services, the Supplier shall enter into a written agreement with any Affiliate and/or Subcontractor imposing obligations substantially similar to those imposed on Supplier under these T&Cs and the terms included in any relevant Quote, including but not limited to obligations relating to intellectual property and confidential information.

3.4. Compliance with Laws and Standards

The Supplier shall perform the Services: (i) in a professional manner in accordance with the these T&Cs, the terms included in any relevant Quote, (ii) any applicable standard operating procedures or policies provided to Supplier by Amylyx, (iii) in conformance with that level of care and skill ordinarily exercised by providers of the same or similar services and standards and practices which are generally accepted in the pharmaceutical industry, and (iv) in compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances and binding obligations (“Applicable Laws”).

3.5. Requirements for Relevant Personnel

All employees, consultants, contractors or other staff of Supplier or Subcontractors involved in rendering Services (collectively, “**Relevant Personnel**”) shall have sufficient and appropriate knowledge, skills, experiences and qualification to perform the Services in a professional manner.

4. Compensation for the Services.

4.1. Purchase Order

Upon acceptance of the Quote, Amylyx will issue a purchase order to Supplier pertaining to the Services listed in the relevant Quote (the “**Purchase Order**”). Supplier shall not initiate any work on behalf of Amylyx, or incur expenses chargeable, until notification from Amylyx that the Purchase Order has been issued.

4.2. Invoices

Supplier shall provide Amylyx with invoices for Supplier's performance of the Services. Each invoice will set forth and in reasonable detail the Services performed, the fees incurred, applicable taxes and an itemization of all reimbursable expenses incurred. Each invoice shall also include the Amylyx Purchase Order number, the project identification number and/or title and Amylyx contact. Amylyx will pay for expenses incurred by Supplier only if approved in advance by Amylyx and duly documented.

4.3. Payment Terms

In consideration of the satisfactory performance of the Services, Amylyx shall pay fees and expenses in accordance with the applicable Quote. Amylyx shall pay Supplier all undisputed amounts within sixty (60) days of receipt of a detailed and valid invoice from Supplier. If Amylyx disputes any invoice, Amylyx will notify the Supplier within thirty (30) days of receipt of the invoice containing the disputed payment, and the Parties will then work together in good faith, to resolve the dispute.

4.4. Quote & PO Modification

If Amylyx requests any changes to the scope of the Services, or if the budget assumptions in a Quote change, Supplier shall submit an updated Quote upon which Amylyx will issue an updated Purchase Order for acceptance of such updated Quote.

4.5. Taxes

All amounts payable to Supplier under this T&Cs are inclusive of all taxes. Supplier shall bear sole responsibility for reporting and paying applicable taxes in connection with payments made by Amylyx hereunder.

5. Confidentiality.

Supplier agrees to hold in confidence all Amylyx confidential information including but not limited to methods, processes, techniques, formulae, compounds, research data, marketing and sales information, customer lists, plans, and all other know-how, commercially sensitive information and trade secrets in Supplier's possession or disclosed to Supplier for the performance of the Services, including without limitation the Works (as defined below) and any information pertaining thereto.

Supplier may disclose information to its employees, professional advisors, agents and Subcontractors solely on a need-to-know basis provided that the Supplier procures that the person to whom such disclosure is made is abide to and complies with substantial similar

obligations under this Clause 5.

6. Intellectual Property

6.1. Ownership of Works

All information, data, intellectual property, discoveries, inventions, or improvements, reports, writings, works of art, ideas, source codes, formulae, compounds, compositions, sequences, methods of use, and other work product, in any form whatsoever, both tangible and intangible, developed, conceived or reduced to practice by the Supplier (whether patentable or not) during the Term or as a result of the Supplier's performance of the Services or derived from Amylyx's confidential information (collectively, the "**Works**"), shall be the sole and exclusive property of Amylyx and legally transferred or assigned to Amylyx by Supplier. If applicable laws and regulations prohibit the results of the Services from qualifying as a work made for hire, Supplier hereby grants Amylyx a perpetual, fully paid-up, royalty-free, transferable, sub-licensable worldwide non-exclusive license (unlimited in time, territory and scope) to fully exploit any intellectual property rights resulting from or incorporated into the Deliverables, without additional compensation from Amylyx.

6.2. Use of Name and Trademarks

Supplier shall not use any logo, trademark or any signs or symbols associated with Amylyx or any of its products without Amylyx's prior written consent.

7. Supplier's Representations

Supplier represents, warrants and, to the extent applicable, covenants that:

- 7.1.** it acknowledges and accepts the principles set forth in Amylyx's Supplier Code of Conduct (located at <https://www.amylyx.com/document/amylyx-supplier-code-of-conduct.pdf>) or has adopted policies that embody reasonably comparable principles and adopt reasonable measures to ensure that Supplier's Subcontractors will comply with the foregoing or similar provisions;
- 7.2.** it has all required authorizations, registrations, permits and licenses for due performance of the Services and it will notify Amylyx within twenty-four (24) hours whenever such required authorization, registration, permit or license is withdrawn and which may have an effect on the right or ability of Supplier to perform any of the

Services;

- 7.3. its officers, employees, agents and Subcontractors, (i) possess the required legal right to render the Services, (ii) have the necessary qualifications, ability and expertise to perform the Services consisted with the highest professional standards of the pharmaceutical industry and (iii) shall perform the Services in a timely, professional and workmanlike manner and in full compliance with these T&Cs, including any relevant Quote, Amylyx's reasonable instructions and any Applicable Laws;
- 7.4. neither it nor any of its employees, Subcontractors or Subcontractors' employees has been debarred or suspended by FDA, EMA or any other national health authority from providing services to a pharmaceutical Supplier; if at any time after execution of these T&Cs, Supplier becomes aware that the Supplier or any person employed by the Supplier or its Subcontractors is, or is in the process of being debarred, the Supplier shall notify Amylyx immediately.

8. **Indemnification**

Supplier shall indemnify, defend and hold Amylyx and its officers, directors, employees, contractors and agents harmless from and against any and all third party claims, demands, causes of action, damages, liabilities, losses, costs and expenses, including attorneys' fees (collectively, the "**Losses**"), arising out of, or resulting directly or indirectly from any third party claim of any: (i) breach of confidential information by Supplier, its Subcontractors or Relevant Personnel, (ii) violation or alleged violation of a third party's patent, trademark, copyright or other proprietary or intellectual property right in any Deliverables; (iii) violation by Supplier, its Subcontractors or Relevant Personnel of any Applicable Laws; (iv) Information Security Incident; (v) negligent or reckless acts or omissions or the willful misconduct of Supplier, its Subcontractors or Relevant Personnel in the performance of the Services; or (vi) breach by the Supplier of its warranties, duties and obligations, except to the extent that such Claims were caused by the gross negligence or willful misconduct of Amylyx.

9. **Insurance**

Without limiting the Supplier's liability to Amylyx or third parties in any way, the Supplier must, at its sole cost and expense, arrange and maintain with a reputable insurer a suitable insurance policy for general civil and/or professional liability, for damage and injury to

persons and property in such amounts as may be sufficient and appropriate to the Deliverables and to cover its obligations under the Quote and, in any event, as required by Applicable Laws. Supplier shall provide evidence of such insurance to Amylyx from time to time upon request.

If Subcontractors are involved in the performance of the Services, the Supplier shall require its Subcontractors to maintain the above insurance requirements.

If any of the above-described insurance policies are written on a claims-made basis, then such policy or policies shall be maintained during the entire period of the Services and for a period of no less than two (2) years following the termination or expiration of the Quote.

10. **Term and Termination**

10.1. **Term**

These T&Cs shall remain in full force and effect until completion of the Services and acceptance of any Deliverables by Amylyx, unless terminated earlier in accordance with these T&Cs.

10.2. **Termination**

Amylyx may terminate these T&Cs and/or the relevant Quote for convenience, in whole or in part by cancelling the applicable portion(s) or the remaining Purchase Order. In such event, Amylyx shall be liable only for the payment for Services actually and properly performed, and non-cancellable approved expenses actually incurred prior to the effective date of termination. Amylyx may also cancel the Quote, in whole or in part, immediately in case of any breach of these T&Cs by Supplier, for example in case of violation of the provisions related to Confidentiality, Intellectual Property, Data Protection and compliance with Applicable Laws, including Anti-Bribery Laws.

11. **Data Protection**

Supplier shall comply with all applicable data privacy laws and regulations. Supplier shall follow Amylyx instructions when processing data owned or controlled by Amylyx ("**Amylyx Data**") and will enter into a separate data processing or data transfer agreements, if required by Amylyx. Supplier shall implement and maintain appropriate technical and organizational measures to protect Amylyx Data from unauthorized access, use, disclosure, alteration, or destruction, in alignment with an accepted security framework. In the event of an actual or suspected data breach affecting Amylyx Data, Supplier will promptly notify Amylyx and reasonably cooperate with Amylyx to investigate

and/or mitigate the consequences. Supplier and Amylyx necessarily conduct business through the actions of their individual employees and contractors and each party shall be responsible for providing any required notice to their respective employees and contractors and comply with other applicable requirements.

12. Artificial Intelligence (AI)

Any use of generative AI, agentic AI or any other, present or future technology that allows autonomous decision making shall comply with Applicable Laws. Supplier shall not process any Amylyx Data or Amylyx confidential information through generative AI systems, agentic AI or any other, present or future, technology that allows autonomous decision making without prior written consent from Amylyx and the implementation of appropriate safeguards, including reasonable steps for data minimization, de-identification and impact assessments.

13. Miscellaneous

13.1. Relationship of the Parties

Each Party shall perform its duties as an independent contractor and not as an agent, employee, partner, authorized representative or joint venture of the other Party or bind or commit the other Party in any way.

13.2. Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and sent to:

Amylyx Pharmaceuticals, Inc.
55 Cambridge Parkway, Suite (6W)
Cambridge, MA 02141

If by email, to Amylyx Legal Department
(amylyx_contracts@amylyx.com).

13.3. Assignment

Supplier may not assign, delegate or transfer any of its rights or obligations under the Quote or these T&Cs without the written consent of Amylyx.

13.4. Entire Agreement

These T&Cs and any relevant Quote issued hereunder represent the entire understanding of the Parties with respect to the subject matter of any Quote and merge and supersede all prior and contemporaneous agreements or understandings, oral or written, with respect thereto.

13.5. Governing Law

These T&Cs will be governed by and construed in

accordance with the laws of the Commonwealth of Massachusetts, without regard to the principles of conflicts of law. Any disputes concerning the validity, effectiveness, interpretation, performance or termination of these T&Cs and/or Quote shall be referred to solely in the applicable court in Massachusetts.