Wroclaw, 07.10.2026

Request for tender no ABM/3/26/ZF

Name of the contract:

"Purchase of chemical compounds for project implementation."

Project:

"Design and clinical development of a first-in-class small-molecule drug candidate for the treatment of colorectal cancer, based on the stimulation of immune cells to enhanced anti-cancer activity through induced protein degradation."

Contract cofunded by the state budget from the Medical Research Agency

SECTION I: ORDERING ENTITY

I.1 Name and address of the ordering entity

Captor Therapeutics S.A.
ul. Dunska 11
54-427 Wroclaw

NIP 8943071259

I.2. Mode of proceeding

This procedure is awarded on the basis of market discernment.

The contracting authority is not obliged to conduct the proceedings in accordance with the Public Procurement Act.

I.3. Information about the project

The project co-financed from the state budget from the Medical Research Agency under the Competition no. ABM/2022/6 entitled. "Development of targeted or personalized medicine based on therapy with nucleic acids or small-molecule compounds, KWAS".
Contract No. 2022/ABM/06/00001 - 00.

SECTION II: SUBJECT MATTER OF THE CONTRACT

II.1 Definition of the subject matter of the contract

The subject of the contract is the "Purchase of chemical compounds for project implementation."

The Ordering Party envisages the purchase as part of the project: "Design and clinical development of a first-in-class small-molecule drug candidate for the treatment of colorectal cancer, based on the stimulation of cells of the immune system to increased anti-cancer activity through induced protein degradation."
and other projects carried out by the Ordering Party, according to current demand.

CPV code:
33696300-8 Chemical reagents

II.2 Defining the subject of the order

1. The subject of the order is **Purchase of chemical compounds for project implementation**.
2. A detailed specification of the products has presented in the Bid Form, constituting Annex No. 1 to this Request for Proposal.
3. The delivery of the subject matter of the contract shall be carried out after the Agreement is signed and the Ordering Party places the order, in accordance with the delivery date declared by the Bidder in the Bid Form.
4. The Ordering Party allows for the possibility of delays in the delivery of the subject matter of the contract, caused by force majeure[1], the effects of which could not be prevented. In the event of a justified impossibility to deliver the order within the time limit specified in the offer, the Contractor shall inform the Ordering Party of the expected delay.
5. The bid price presented in the Bid Form shall include the total cost of the order completion, including the costs of the ordered items shipment.
6. In the event that the Contractor is unable to supply the product covered by the tender (for reasons beyond the Contractor's control), it is possible (with the consent of the Ordering Party) to supply a substitute with other trademarks, patents or origin, but not with different properties and functionalities than those specified in the description of the subject matter of the contract.
   The above change is not an amendment to the contract and therefore does not require an annex to the agreement.
7. In the case of the supply of a substitute/equivalent product, the Ordering Party may require Certificates of Analysis/Sterility, Quality Control Certificate or other equivalent documents confirming the purity/quality class of the product in question to be supplied with the delivery of the order.

II.3 Conditions

1. It is not allowed to submit a partial bid.
2. No variant bid is allowed.
3. Bid validity period: 30 days from the date of expiry of the deadline for submission of tenders, with the first day of the deadline being the day on which the deadline for submission of tenders expires.

[1] „force majeure" is understood by both sides to mean as an event beyond the control of (i) the Parties which (ii) prevents proper execution of one or more contractual obligations in spite of proper adherence to the due diligence RFP, (iii) The event (iv) is external and irresistible, unforeseeable with due diligence; whose consequences are irreversible and could not have been avoided. When described conditions can be considered to be fulfilled, the „Force majeure" involved include in particular:
a) exceptional disturbances in collective life (including: wars (also on the territory of others country when its causes has impact on Poland (i.e. sanctions); state of emergency; military operations; invasions; mobilizations; requisitions; terrorism), pandemics, epidemics.
b) the occurrence of radioactive radiation and radiation contamination
c) natural disasters such as earthquakes, floods or other events considered as a disaster in accordance with applicable regulations of affected country.

4. The Ordering Party reserves the right to cancel the proceedings without stating reasons, and may do so at any time without incurring any liability to the Bidders who have submitted Tenders.

II.4 Requirements for Bidders:

The Ordering Party stipulates that bids may only be submitted by Bidders who:

1. Accept the content of the contract attached to the Request for Proposal (Annex No. 2).
2. Submit a statement on the absence of relations between the cooperating entities (Annex No. 3).

From the contractor selection procedure are excluded bidders who are personally or financially related to the ordering entity. Financial or personal ties are understood as the relationship between the bidder and the ordering entity, or the persons authorized to incur liabilities on behalf of the ordering entity or persons performing on behalf of the ordering party activities related to the preparation and conduction of contractor selection procedure, consisting particularly of:

A) participating in the company as a partner in a civil law partnership or partnership,

B) holding at least 10% of shares,

C) acting as a member of the supervisory or management body, proxy, attorney,

D) marriage, kinship or affinity in a straight line, second degree affinity or second degree affinity in a sideline or adoption, care or guardianship.

Evaluation of the fulfillment of the aforementioned conditions will be made on the basis of fulfillment/ non-fulfillment.

Bidders that do not meet the conditions described in Section II.3 will be excluded from the proceedings.

II.5.1. Basic requirements

1. Each Bidder may submit only one bid.
2. The bid and its appendices must be signed by persons authorised to represent the Bidder. If the authority of the signatory does not result from the document stating the legal status (e.g. KRS), the offer must be accompanied by appropriate authorisation.
3. The bid and its attachments should be sent electronically.
4. The Ordering Party allows the submission of a bid:

- in the form of a scan of the offer previously bearing his or her handwritten signature,

- in document form (as referred to in Article 77^3 of the Civil Code - electronic document form), i.e. signed files especially with the qualified electronic signature, trusted electronic signature, personal electronic signature, DocuSign, deSignatures, digital representation are recognized as the original

5. The Ordering Party recommends that the bid and the attachments to the tender be prepared on the templates attached to this request for proposals. If the Bidder plans to submit a bid on its own form, it should include in the content of the documents the statements and requirements specified in the model documents attached to the request for proposal.
6. The bid shall be drawn up in Polish or English. Documents or statements drawn up in a foreign language should be submitted with a translation into Polish or English.
7. The cost of preparing and delivering the bid is covered by the Bidder.

II.5.2 Contents of the offer

The offer should contain the following appendices signed by authorised persons:
a) Annex no. 1 - completed bid form with declarations concerning the Bidder,
b) Appendix no. 3 - statement on no relations between cooperating entities.

II.5.3 Deadline and method of tender submission

1. Bids must be submitted electronically by **15.10.2026 at 11:00**.
2. The offer should be sent to: pmo@captortherapeutics.com. In the title of the email, please write: "Offer in Proceedings ABM/3/26/ZF".
3. Offers received after the deadline will not be evaluated.

II.6 Evaluation of tenders:

1. The Ordering Party shall carry out formal and substantial evaluation of submitted bids in accordancewithrequirements specified in the Request for Tender and according to the evaluation criteria specified in item II.7.1.
2. **Evaluation by criteria** - in accordance with the evaluation criteria set out in section II.7.1, the Contracting Authority will calculate the number of points for each bid.
3. **Substantive evaluation** - The offer, which obtained the highest number of points (according to II.7.1), is subject to substantive analysis in order to verify the compliance of the offered products with the technical specification presented in Appendix No. 1. During the offer analysis, the Ordering Party may ask the Bidder for additional explanations or supplements, if the information contained in the offer does not allow for objective evaluation of the offer. The Ordering Party shall reject the offer of the Bidder who has not submitted explanations within the set deadline (min. 2 days) or if the evaluation of the explanations confirms that the offer does not comply with the technical specification. In this situation, the Ordering Party shall evaluate the next bid in order according to the score obtained according to item II.7.1. The Ordering Party reserves the right to extend the time for submitting supplements/clarifications.
4. **Formal evaluation -** the Ordering Party shall examine whether the offer which obtained the highest number of points and passed the substantive evaluation satisfies the formal conditions specified in the Request for Tender. The Ordering Party may call upon the Bidder to supplement formal deficiencies of the offer or to submit explanations regarding formal issues. The Ordering Party shall reject the offer of the Bidder who did not submit supplements within the set deadline (min. 2 days) or if the received response confirms that the offer does not meet formal conditions. The Ordering party reserves the right to extend the time for the submission of supplements/clarifications.
5. The bid which obtains the highest number of points and which is in line with the content and meets the formal requirements will be deemed the most advantageous.
6. Following the evaluation of the bids, the Ordering Party will inform the Bidders by e-mail of the selection of the most advantageous bid.

7. The Ordering Party rejects a bid if:
   a) its content does not correspond to the content of this request for proposals or is incomplete,
   b) its submission constitutes an act of unfair competition within the meaning of the rules on unfair competition,
   c) The bidder did not submit clarifications/additions to the Ordering Party request regarding the content of the submitted bid,
   d) was submitted by a Bidder who does not meet the criteria for this procedure or by a Bidder who is excluded,
   e) is invalid under separate provisions.

8. Bidders who:
   a) were directly involved in the preparation of the procedure or used persons involved in the preparation of the tender, unless the participation of those economic operators in the procedure does not hinder fair competition,
   b) have submitted false information affecting or likely to affect the outcome of the proceedings,
   c) have failed to demonstrate that they meet the conditions for participation in the procedure,
   d) have a personal or capital relationship with the Ordering Party.

The bid of an excluded Bidder shall be considered as rejected.

II.7 Criteria for bids evaluation

The Ordering Party shall evaluate the submitted bids according to the following criteria:

1. Criterion - Price - weighting of 90 points.

The number of points for the price criterion will be calculated according to the following formula (counting to two decimal places):

$$\text{Number of points.} = \frac{\text{minimum bid price PLN net}}{\text{price of the tested offer PLN net}} \times 90 \text{ pts.}$$

2. Criterion - Delivery date for the subject matter of the contract - weighting of 10 points.

The number of points for the criterion, will be awarded according to the following guidelines:

up to 10 days - 10 points.

11 to 20 days - 6 points.

21 to 30 days - 1 point.

more than 30 days - 0 points.

3. The date of delivery shall be determined by the Bidder in the bid form (Appendix 1) in item 4.
4. The evaluation will be based on the net bid price in the Polish zloty (PLN). In the case of bids submitted in a currency other than the Polish zloty, the average exchange rate of the National Bank of Poland as of the last day for the submission of bids with an accuracy of 4 decimal places will be used for currency conversion.

5. The most advantageous bid will be the one that meets the conditions specified in in points. II.2., II.3, II.7, which will obtain the highest number of points.

SECTION III: ADDITIONAL INFORMATION

III.1 Forms of communication

1. All correspondence related to the preparation of tenders, including formal and substantive questions, should be sent by e-mail to Klaudia Łozińska at e-mail address: k.lozinska@captortherapeutics.com
2. The Ordering Party will answer questions up to 3 working days from receipt of the enquiry. Provided that questions are received no later than 3 working days before the date of submission of tenders (the period of 3 days does not include the day of submission of tenders). When calculating the deadline from the date of the question, please note that the day on which the question is received is not included - the first day of the deadline is the next working day after receipt of the question. The deadline ends on the last working day. Answers will be provided by the Ordering Party by e-mail.
3. The Ordering Party reserves the right to extend the response time and the possibility of extending the deadline if the answers to the questions or issues raised involve a change to the terms of the Order.

III.2 Order execution period

1.The execution of orders will start after the signing of the contract, from the date of placing the first order. Orders will be fulfilled during the term of the contract, in accordance with the delivery date declared by the Bidder in the Bid Form.

2.Term of the contract: The contract is concluded for the period from the date of signing the contract until the execution of the order.

III.3 Important provisions for the parties

1. Once the results of the enquiry have been completed and made public, the Ordering Party and the Bidder will sign an appropriate contract. The model contract is attached as Appendix No. 2 to this Request for Quotation. The selected Bidder shall be obliged to sign the contract within 7 days from the date of receipt of the invitation to sign the contract from the Contracting Authority. If the Bidder, whose bid was selected as the most advantageous, evades to sign the contract, the Ordering Party may select the next most advantageous bid from among the remaining bids.

2. The Ordering Party reserves the right to amend the contract concluded with the Bidder selected in the tender procedure, in case of occurrence of at least one of the circumstances listed below, taking into account the conditions for their introduction:

2.1 The completion date of the contract may change in the following situations:

a) the occurrence of force majeure, preventing the timely performance of the subject of the Contract, whereby the Bidder shall be obliged to inform the Ordering Party and specify the force majeure causing the impossibility of timely performance of the contract and indicate the impact that this event has had on the course of performance of the contract
b) the occurrence of extraordinary circumstances, other than force majeure, preventing the timely performance of the subject of the Agreement, which the Parties, exercising due diligence, did not foresee at the conclusion of the Agreement and are not at fault of the Parties;
c) suspension of the execution of the contract by the Ordering Party due to the occurrence of technical or organisational reasons which make it impossible to continue the execution of the subject matter of the Contract, by the time of suspension. Ordering Party shall notify the Bidder of the suspension of the contract execution, indicating the reason for the suspension;
d) the occurrence of changes in the project timetable.

The aforementioned changes may not constitute grounds for an increase in remuneration. Any of the above changes may be associated with a reduction in remuneration.

2.2 The Ordering Party shall allow for the possibility of introducing changes to the subject matter of the Agreement or for the Ordering Party to abandon the execution of a part of the subject matter of the Contract in the event of:

a) Where, for reasons of extreme urgency and after analysing the test results the Ordering Party decided to change the method (for example purity; amount of final product), In such cases Parties may add it to the contracts. All changes mentioned in the preceding sentence may constitute grounds for increasing the remuneration and explanation with proper calculations which directly indicate the amount, term and scope of change.
b) the occurrence of force majeure, preventing the execution of the subject of the Contract, whereby the Bidder shall be obliged to inform the Ordering Party and specify the force majeure causing the inability to execute the contract on time, as well as indicate the impact that this event has had on the course of the contract execution
c) the occurrence of circumstances, other than force majeure, preventing the execution of the subject of the Agreement, which the Parties, exercising due diligence, did not foresee at the conclusion of the Agreement and are not at fault of the Parties, e.g. the occurrence of changes in the Ordering Party's research process, occurrence of changes in the project assumptions,

d) a change in the applicable legislation affecting the subject matter and terms of the contract and a change in the legal or factual situation of the Bidder and/or the Ordering Party resulting in an inability to perform the subject matter of the contract

The aforementioned changes may not constitute grounds for an increase in remuneration. Any of the aforementioned changes may be associated with a reduction in remuneration.

2.3 The Ordering Party shall allow technical and technological changes in the execution of the subject matter of the Contract, with its prior consent, in the event that:

a) the unavailability on the market of the materials or equipment indicated in the offer due to the cessation of production or withdrawal from the market of those materials or equipment;
b) the appearance on the market of newer-generation materials or equipment enabling savings in the costs of implementing the subject of the Order;
c) the need to perform the subject of the Agreement using other technical or material solutions due to changes in applicable law.

The aforementioned changes may not constitute grounds for an increase in remuneration. Any of the above changes may be associated with a reduction in remuneration.

2.4 If in the course of execution of the project carried out by the Ordering Party, the relevant Institution makes any recommendations concerning any changes to the Project affecting the scope of the Agreement, the Agreement may be amended to the extent corresponding to the changes in the Project

2.5 Forms of the amendment:

a) Initiation of changes - at the written request of the Ordering Party and/or the Bidder (letter of information).
b) Addendum to the contract with the Bidder in writing under pain of nullity.

Appendices:

Appendix No.1 - Bid form
Appendix No. 2 - Model agreement
Appendix No 3 - Declaration of no relations between cooperating entities

Appendix 2

Contract No ABM/3/26/ZF

concluded on ..... 2026 in Wroclaw, hereinafter referred to as the "Agreement" between:

Captor Therapeutics S.A., with registered office: 54-427 Wroclaw, ul. Dunska 11, entered in the Register of Entrepreneurs kept by the District Court for Wroclaw Fabryczna in Wroclaw VI Economic Division of the National Court Register under the KRS number 0000756383,

NIP: 8943071259, REGON: 363381765, share capital PLN 635 339,70 fully paid up, represented by:

.....

hereinafter referred to as the Ordering Party,

a

....., with the registered office: ....., with the NIP identification number ..... represented by: ....., hereinafter referred to as the Contractor.

Following a competitive tender procedure, case number ABM/3/26/ZF , the Ordering Party found that the Contractor submitted the most advantageous tender, and therefore the Parties conclude this Agreement with the following content:

§ 1.

1. **The subject of the contract is the Purchase of chemical compounds for project implementation.**

The Ordering Party envisages the purchase within the framework of the project: "Design and clinical development of a first-in-class small-molecule drug candidate for the treatment of colorectal cancer based on the stimulation of cells of the immune system to increased anti-cancer activity through induced protein degradation" and other projects conducted by the Ordering Party, according to the current demand.

2. The characteristics of the project supplies are specified in the request for quotation number ABM/3/26/ZF. The total value of the contract in accordance with the offer submitted in the aforementioned tender procedure is .....

The completed Tender Form constitutes an integral part of this contract.

3. The contractor declares that it has the required authorisations and appropriate qualifications and conditions for the proper performance of the contract, i.e. that he has the required authorisations to carry out the subject of the contract and that he has at his disposal people capable of performing the ordered deliveries within the deadlines specified in this contract.
4. The delivery of products shall be made after the agreement has been signed and an order has been placed by the Ordering Party.
5. The term of delivery of the subject matter of the contract, in accordance with the submitted offer, shall be..... days. The Ordering Party allows for the possibility of delays in the delivery of orders due to force majeure, the effects of which cannot be prevented. In the event that the order cannot be delivered within the time limit specified in the offer, the Contractor shall inform the Ordering Party of the expected delay.
6. Place of delivery: to the Ordering Party's registered office (54-427 Wroclaw, 11 Dunska Street)

§ 2.

1. For proper performance of the Subject of the Agreement, the Parties agree on the total remuneration for unqualified Deliveries made on the basis of orders placed by the Ordering Party to the Contractor on the basis of prices specified in Annex No. 1. VAT will be added to each net price at the appropriate rate.
2. The following payment terms have been agreed:
   a) payment will be made by the Ordering Party in parts corresponding to the value of each of the completed deliveries, after proper execution of each delivery by the Contractor, i.e. after acceptance of the order and after delivery of a correctly issued VAT invoice by the Contractor, with the payment term not shorter than 14 days,
   b) the amount due shall be paid by bank transfer to the Contractor's account indicated in the invoice,
   c) the date of payment shall be the date on which the transfer order is submitted to the bank by the Ordering Party.

3. The Contractor may not entrust the performance of the subject matter of the agreement, either in whole or in part, to other persons without the written consent of the Ordering Party.

§ 3.

The Contractor undertakes to:

1. To allow the Ordering Party to inspect documents in relation to the performance of the provisions of this contract.

2. Inform the Ordering Party without delay of any problems arising in connection with the execution of this contract.

3. observe professional secrecy with regard to all information obtained in the course of cooperation with the Ordering Party.

§ 4.

The contract is concluded for the period from the date of signing the contract until the completion of the contract.

§ 5.

1. The Ordering Party reserves the right to charge contractual penalties in the event of the Contractor's failure to meet the conditions for the completion of the order as specified in the tender:

a) for a delay in the completion of a submitted order in the amount of 0.5% of the net price of the part of the order to which the delay relates, for each day of delay after the expiry of the deadline specified in § 1. under item 5 of this agreement, with the total contractual penalty on this account not exceeding 10% of the net price of the part of the order to which the delay relates;
b) for non-performance or improper performance of the agreement by the Contractor other than the delay referred to in letter a above - in the amount of 10% of the value of that part of the agreement which was improperly performed,
c) due to termination of the agreement through the fault of the Contractor - in the amount of 10% of the value of the unfulfilled part of the agreement.

2. The Principal reserves the right to deduct the contractual penalties from the remuneration due to the Contractor and to claim damages in excess of the amount of the contractual penalties.

§ 6.

1. The rights and obligations arising from this contract and other arrangements between the parties may not be sold, assigned or otherwise transferred to third parties without the prior consent of the Customer.
2. The Contractor shall maintain the confidentiality of the content of the contract, as well as of personal information obtained in the course of the execution of the contract, under pain of full liability for damages on this account.

§ 7.

Contact persons for the execution of this contract:

a) on the part of the Ordering Party:

……

……

b) on the part of the Contractor:
……
……

§ 8.

1. The Ordering Party reserves the right to amend the Contract in the event of the occurrence of at least one of the circumstances listed below, taking into account the conditions for their introduction:
   a) the occurrence of force majeure , preventing the timely performance of the subject matter of the Agreement (the subject matter of the contract), whereby the Contractor shall be obliged to inform the Ordering Party and specify the force majeure causing the impossibility of timely performance of the Agreement and indicate the impact that this event has had on the course of performance of the Agreement;
   b) occurrence of extraordinary circumstances other than force majeure, preventing timely performance of the subject matter of the Contract, which the Parties, exercising due diligence, did not foresee when concluding the Contract and are not at fault of the Parties;
   c) suspension of the performance of the Subject of the Agreement by the Ordering Party due to technical or organisational reasons preventing the continuation of the performance of the Subject of the Agreement, by the period of suspension. The Principal shall notify the Contractor of the suspension of the performance of the Subject of the Contract, indicating the reason for the suspension;
   d) occurrence of changes in the Project implementation schedule
   e) when, for reasons beyond the Contractor's control, the subject of the Contract is temporarily unavailable, the Parties may extend the time for completion by the period of unavailability of the subject of the Contract or a part thereof;
   f) when the change of the deadline for completion of the subject of the Agreement is necessary due to changes in the research process conducted within the framework of the Project. Due to the experimental nature of the research, it may be necessary to extend the deadline by the time necessary to carry out all the tasks comprising the Project.

If the prerequisites contained in letters a- b above are fulfilled, the Contractor shall be obliged to demonstrate the impact of the occurrence of the indicated circumstances on the performance of the subject of the Agreement, in particular to provide justification. The term of the Agreement shall be extended by the duration of the obstacle and the time necessary to remove its effects.

2. The Ordering Party shall allow for the possibility to introduce changes to the subject of the Agreement or for the Awarding Entity to abandon a part of the subject of the Agreement in the event of:

a) the occurrence of force majeure within the meaning of § 13(1)(a) of the Agreement, preventing the performance of the subject matter of the Agreement, whereby the Bidder shall be obliged to inform the Ordering Party and specify the force majeure causing the inability to perform the subject matter of the Agreement on time and indicate the impact that this event has had on the course of the contract;

b) occurrence of circumstances other than force majeure, preventing execution of the subject of the Agreement, which the Parties, exercising due diligence, did not foresee at the conclusion of the Agreement and are not responsible for, inter alia, occurrence of changes in the Ordering Party's research process, occurrence of changes in the Project assumptions,

c) changes in the applicable legal regulations, affecting the subject matter and conditions of the Contract, as well as changes in the legal or factual situation of the Contractor or Ordering Party, resulting in the impossibility of implementing the subject matter of the Contract

§ 9

1. Unless the Contract expressly provides otherwise, any amendments to the Contract shall be made in writing under pain of nullity.
2. Any change in the remuneration due to the Contractor for the benefit of the Ordering Party, e.g. in the form of discounts, rebates, discounts or other reductions in remuneration without a change in the scope of services rendered shall not require an annex to the Agreement, but only a statement by the Contractor made at least in documentary form (e.g. via email).
3. In all matters not covered by this Agreement, the relevant provisions of law, in particular the provisions of the Civil Code, shall apply.
4. Disputes between the parties shall be resolved by the Court having jurisdiction over the registered office of the Ordering Party.
5th The Contractor may not entrust the performance of the subject matter of the Agreement, either in whole or in part, to other persons without the written consent of the Principal.

§ 10.

The Contractor is aware that Captor Therapeutics is a public company admitted to trading on the regulated market operated by the Warsaw Stock Exchange.The Parties confirm that the provisions of this Agreement do not restrict or prohibit the Company from duly fulfilling its disclosure obligations or its obligations to regulatory authorities, in particular the fulfilment of the obligations under Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, and the fulfilment of such obligations shall not be considered a breach of this Agreement.

§ 11.

The Contractor is aware of the processing of personal data in connection with the conclusion and performance of the contract contained in Appendix 1 and of the need to comply with the ethical and anti-corruption measures contained in the clause in Appendix 2.

§ 12.

The contract is drawn up in two counterparts, one copy for the Purchaser and one copy for the Contractor.

Annexes to the contract :

1. **Annex no 1**- Processing of personal data in connection with the conclusion and performance of contracts

2. **Annex no 2** - ethical and anti-corruption clause

_____ _____

CONTRACTOR **ORDERING PARTY**

Annex no 1

Processing of personal data in connection with the conclusion and performance of contracts

Captor Therapeutics S.A. is a company based in the European Economic Area (EEA), and as such, our business is subject to the General Data Protection Regulation (GDPR) with regard to the processing of your personal data. The GDPR sets out standards for the protection of personal data that apply to all entities operating in the EEA, including our cooperation with contractors based outside the EEA.

The data protection information notice provided below is intended to ensure full transparency and compliance with our obligations arising from the GDPR. It describes in detail how and when we collect your personal data, what we use it for, who we can share it with, how long we keep it for and what rights you have in this context.

1.1. **Controller.** The data controller of representatives of Captor Therapeutics' business partners (advisors or consultants, contractors, or service providers) is **Captor Therapeutics S.A.** with its registered office in Wrocław, at ul. Duńska 11, 54-427 Wrocław, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division of the National Court Register, under KRS number 0000756383, holding NIP (tax identification number) 8943071259 and a share capital of 635 339,70 PLN (hereinafter referred to as "**Captor Therapeutics**" or "**we**", "**our**", "**us**").

1.2. **Contact with the Controller.** For any inquiries, requests, or complaints related to the processing of your personal data by Captor Therapeutics, please contact us at: rodo@captortherapeutics.com.

1.3. **Source and categories of data.** We collect your data directly from you or from the entity you represent when you contact us as part of a business collaboration, consultancy, or provision of services to us. Consequently, we process your identification and contact data, such as your name, email address, phone number, tax identification number, position, or role in the organisation.

1.4. **Purposes and legal basis of processing.** Your personal data will or may be processed for the following purposes:

1.4.1. performing all necessary legal and factual actions related to conclusion and execution of contracts (pursuant to Article 6(1)(b) GDPR for partners operating as sole entrepreneurs, or Article 6(1)(f) GDPR for other business partners),

1.4.2. fulfilling legal obligations, particularly those arising from tax regulations (pursuant to Article 6(1)(c) GDPR in conjunction with provisions of other laws imposing legal obligations on Captor Therapeutics),

1.4.3. establishing, pursuing, or defending against claims (pursuant to Article 6(1)(f) GDPR),

1.4.4. complying with obligations related to settlement and auditing of purchase orders financed from European Union (EU) funds (pursuant to Article 6(1)(f) GDPR).

Providing your data is necessary for entering into or performing a contract or meeting legal obligations. Failure to provide such data will prevent these actions.

1.5. **Recipients of data.** We may share your data with entities providing accounting, legal, tax, and auditing services, providers of IT services and systems used for organizational management within Captor Therapeutics; business support service providers such as couriers and postal operators, as well as entities auditing the expenditure of funds derived from funds.

1.6. **Data transfers.** As we use services of Google Cloud Poland (provider of Google Workspace service), Microsoft Ireland Operations Limited (provider of Office 365 service), as well as BrainSHARE IT sp. z o.o. (provider of SaldeoSMART software), your personal data may be transferred outside the European Economic Area (EEA) by these entities. Any queries regarding data transfers outside the EEA should be directed to the relevant providers. For further information, please refer to: Legal frameworks for data transfers (Google), Microsoft Privacy Statement, Information on personal data processing by BrainSHARE IT.

1.7. **Retention period.** Your data will be processed for the duration necessary to fulfill the rights and obligations arising from the contract, legal obligations (including accounting and tax obligations), and until the expiration of limitation periods for claims arising from the contract. Additionally, we may process data for archival and auditing purposes related to the expenditure of EU funds.

1.8. **Your rights.** In connection with processing of your personal data, you have the right to access your personal data and request its correction, deletion, or restriction of processing. You may also exercise your right to data portability, to the extent that the data is processed automatically for the purpose of performing a contract, and the right to object to the processing of your data, insofar as it is processed for the legitimate interests of Captor Therapeutics. Additionally, you have the right to lodge a complaint to the competent supervisory authority (which in Poland is the President of the Personal Data Protection Office).

1.9. **Automated decision-making.** We do not process your data in a manner that results in automated decision-making.

Annex no 2

Ethical and anti-corruption clause

1. **Prohibition of corrupt activities**

1.1. The Parties declare that they shall not, and ensure that none of their personnel shall, in connection with the performance of the Agreement, promise, authorise or otherwise make any payment or otherwise provide any pecuniary or non-pecuniary benefit to third parties in a manner that violates applicable anti-corruption or anti-bribery laws. Additionally, Parties declare that they shall not, and ensure that none of their personnel shall, in the performance of the Agreement, invoke their influence or position, including act as an intermediary in the settlement of a matter, in exchange for a pecuniary or personal benefit or the promise thereof.

1.2. The Parties undertake, and ensure that members of their personnel will be obliged, in connection with the performance of the Agreement, to comply with all applicable laws, rules or regulations (domestic, European or international) that prohibit corrupt activities, including but not limited to the International Chamber of Commerce's Rules on Combating Corruption, the Organization for Economic Cooperation and Development's Due Diligence Guidelines for the Responsible Business Conduct, and any other applicable anti-corruption laws, rules or regulations.

1.3. The Contractor declares that it has familiarised itself with Captor Therapeutics' Anti-Corruption Policy and Captor Therapeutics S.A. Code of Ethical Conduct (available at: https://captortherapeutics.com/investor-relations/corporate-documents-and-governance/corporate-documents), as well as undertakes and guarantees that members of its personnel, suppliers and service providers will comply with the principles and standards listed therein.

2. **Compliance with human rights and respect for workers' rights**

2.1. The Parties observe and fulfil all their obligations that arise from the national and/or European and/or international legal and/or regulatory provisions applicable to them regarding the identification of risks and prevention of serious violations of human rights and fundamental freedoms, health and safety of persons within the scope of their activities.

2.2. The Parties observe and fulfil their obligations under national, European or international laws and regulations concerning the protection of labour rights, including but not limited to: prohibition of forced labour and child labour, combating discrimination, ensuring decent working conditions, including decent wages, respect for the right of association.

2.3. The Contractor declares that it has familiarised itself with Captor Therapeutics' Anti-Discrimination Policy and Captor Therapeutics Code of Ethical Conduct (available at: https://captortherapeutics.com/investor-relations/corporate-documents-and-governance/corporate-documents). The Contractor undertakes and guarantees that members of its personnel as well as its suppliers and service providers will comply with the principles and standards listed in the aforementioned documents.

3. **Information obligation**

The Parties shall promptly inform each other of any facts of which they become aware that could invalidate or change any of the statements contained in points 1, 2.

4. **Agreement termination**

The Contractor confirms that it is aware that its compliance with the clauses indicated in points 1, 2 is a key condition for the Company to cooperate with the Contractor. Therefore, notwithstanding any other provisions of this Agreement, if the Company becomes aware of the Contractor's violation of the above clauses, the Company shall be entitled to terminate any agreements concluded with the Contractor upon notice with immediate effect. Subject to the rights acquired by the Parties prior to the termination referred to in the preceding sentence, the Company shall not be liable to the Contractor for remuneration, monetary reimbursement or other compensation connected with the occurrence of costs, claims or damages resulting directly or indirectly from the fact that the Contractor has violated the above clauses.