



STANDARD TERMS AND CONDITIONS (STAC)

Standard Consulting Agreement: This Consulting Agreement (the "AGREEMENT") is made, effective as of December 20th 2021 (the "Effective Date"), by and between Dr. Vibeke Halkjaer-Knudsen, founder and owner of Vipsit, LLC ("Vipsit LLC") a small, woman owned company, registered in New Mexico; LLC ID: 5007062 and THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS of Nobel House, 17 Smith Square, London, SW1P 3JR, acting through the Department for Environment Food and Rural Affairs (DEFRA) and its executive agencies the "Client"). Client is a contracting company that in some cases might have clients of its own. For this STAC document, these clients will be identified as ("Project Owner") i.e. "the client to the client". The agreement includes any services, hours and expenses incurred during below timeframe as performed by [REDACTED] from December 20th 2021, plus while this agreement was in draft. The Standard Terms and Conditions ("STAC") outlines the collaboration terms between the Client and [REDACTED]. The STAC is augmented by Annex A, describing the tasks and Scope of Services ("SOS") the Client expects [REDACTED] to deliver. The Client is responsible for drafting the SOS. Annex A can be revised and may be subdivided into A1, A2, A3, and agreed to in writing on a case-by-case basis if scope changes or additional services are required. The STAC does not need to be re-negotiated for a sub-Annex to be added. Annex B depicts [REDACTED] hourly rates, per diem rates and similar information, giving a clear and transparent understanding of the monthly invoices submitted by [REDACTED].

Standard of Care: In order to retain the benefit of [REDACTED] knowledge, experience and abilities, the Client desires to engage [REDACTED] as an independent contractor of the Client on a part-time basis, and [REDACTED] desires to be so engaged, subject to the terms and conditions set forth in this contract. [REDACTED] agrees to perform the services on an as-needed basis at such times and places as mutually agreed between [REDACTED] and the Client. This Agreement is entered into by the Client in reliance upon the personal qualifications of [REDACTED] and may not be assigned or transferred outside of [REDACTED] company without the written consent of the Client. The Client agrees that services provided by [REDACTED] under the Agreement will be performed in a manner consistent with those usual and customary standards of professional care, skill and diligence which are at the time of performance of services under this Agreement commonly followed by members of the profession currently practicing under similar circumstances in the project location. In performing services for the Client pursuant to this Agreement, [REDACTED] shall act in the capacity of an independent external contractor with respect to the Client and not as an employee of the Client. As an external contractor, [REDACTED] shall accept any direction issued by the Client pertaining to the goals to be attained and the results to be achieved by [REDACTED] but shall be solely responsible for the manner and hours in which [REDACTED] will perform the services under this Agreement. [REDACTED] shall not be eligible to participate in any of the Client's employee benefit plans, fringe benefit programs, group insurance arrangement or similar programs.

Termination: Unless terminated earlier as listed later in this section, this Agreement shall extend for a period of two (2) years from the date first written above (the "Initial Term"), and thereafter shall be automatically renewed from year to year for successive one (1) year periods (the "additional Term" and together with the Initial Term, the "Term") unless either Party notify the other in writing of an intent to terminate at least thirty (30) days prior to the expiration of the current Term, in which case such termination shall become effective upon expiration of the Term. Furthermore, this Agreement shall terminate immediately upon the death of [REDACTED]. In case of long-term illness, disability and similar unforeseen health conditions for either [REDACTED] or her close relatives, this agreement and deliverables should be revised accordingly. Either party may terminate this Agreement, with ten (10) days written notice if the other party breaches the terms and conditions set forth herein. In the event termination by the Client is caused by [REDACTED] failure to perform in accordance with the terms of this Agreement, [REDACTED] shall have twenty (20) days from the receipt of the termination notice to cure, or to the extent such condition cannot reasonably be cured within twenty (20) days, submit a plan for cure acceptable to the Client. If [REDACTED] fails to cure or submit an acceptable plan, this Agreement may be terminated by the Client. The Client may terminate this Agreement or any Scope of Services (SOS) the Project is permanently abandoned and/or otherwise terminated. Failure of the Client to make payments to [REDACTED] in accordance with this Agreement shall be considered substantial nonperformance and cause for termination. If the Client fails to make payments when due for services and expenses, [REDACTED] may, upon five (5) days written notice by email, to the Client, suspend performance of services under this Agreement. In the event of a suspension of services, [REDACTED] shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Furthermore, the Client will be responsible for all outstanding invoices and unbilled services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expense are defined as reimbursable expenses directly attributed to the termination.

Work-schedule: During the Term, [REDACTED] agrees to devote such time as may be reasonably necessary, on a part-time basis, to perform the duties. [REDACTED] shall establish own work schedule, consistent with the timely and cost-effective provision of the services to the Client. The Client will give [REDACTED] due notice and adequate lead-time to schedule for meeting attendance, perform and prepare

deliverables. [REDACTED] will conduct the consulting services outside normal Sandia National Laboratories (SNL) business hours and work the consulting services into private time to be performed during evenings, weekends, holidays/flex time, or while on vacation. The Client will send calendar invites in due time for [REDACTED] to respond to while considering time zone differences and deadlines, also when the meetings are only tentative. Tentative meetings will be updated with clear information about conference phone numbers, collaboration platform hosted meetings, links and access passwords as soon as they are defined.

Client Responsibilities: The Client shall designate an authorized representative to act in the Client's behalf whose responsibility it shall be to examine the documents submitted by [REDACTED] and shall promptly render decisions thereto and approval thereof. The Client shall furnish [REDACTED] with protocols, reports, plans, drawings, specifications, schedules, and other information, interpretations, and data as well as budgetary, legal, tax, accounting, and insurance information as may be required for the Project. All information shall be provided expeditiously and with adequate lead time for Dr. Halkjaer-Knudsen to provide the services covered by this Agreement. If the Client observes or otherwise becomes aware of any fault or defect in the Project or in the work of [REDACTED], prompt written notice thereof shall be given by the Client to [REDACTED].

Additional Services: This Agreement may not be amended, waived, changed, modified, or discharged except by an instrument in writing executed by or on behalf of the party against whom any amendment, waiver, change, modification, or discharge is sought. [REDACTED] and the Client shall endeavor to agree in an equitable manner and/or rate of compensation for all Additional Services and reimbursable expenses, rendered by [REDACTED] in writing, which are not included in the project scope, prior to the commencement of such Additional Services by [REDACTED]. These additional services shall be recorded in revisions of Annex A. The Client expressly consents that failure to produce such a written agreement for Additional Services prior to the commencement of services is not intended and shall not be considered a waiver by [REDACTED] of its right to equitable compensation for the performance of such Additional Services.

Electronic Files: The Client grants permission for [REDACTED] to use electronic background information produced by the Client for reviews etc. The Client also grants permission to [REDACTED] to release Client's and [REDACTED] documents (including Client's backgrounds and Client's designee's backgrounds) electronically to Client, Project Owner, [REDACTED], and Vendors as required in the performance of the project. The Client shall set up an electronic file sharing system and grant [REDACTED] access to portions necessary to the smooth and seamless performance of the duties requiring information therein. The Client bears all responsibilities when it comes to identifying and providing a project document security strategy, a robust and sustainable collaboration platform, strategies for revision labelling, and keeping a historical archive of past submitted products and deliverables. Where specialized software packages beyond MS Office are necessary for the performance of this contract, the Client will provide a user license and essential training as required and identified by [REDACTED] for completion of the review responsibilities agreed upon in this contract.

Ownership: [REDACTED] shall own all intellectual property rights (including but not limited to trade secret, copyright, etc.), title and ownership of the documents, systems, analyses templates and materials [REDACTED] prepares related to its Project Services. [REDACTED] grants to the Client and Project Owner an unlimited, freely paid up, nonexclusive license to use said Project Service Materials with the Project only. Distribution to meet official regulatory requirements for other purposes in connection with the Project is not to be construed as publication in derogation of the rights of [REDACTED]. The Client agrees that it will not, nor will it allow on its behalf to revise, add, misuse, or otherwise use in an unauthorized manner said Project Service Materials.

Liability: [REDACTED] shall not have the authority to enter into any binding obligation on behalf of the Client (determination of meeting dates, schedules, imelines, training events, etc.) without express prior written authorization of the Client. [REDACTED] works as an independent external consulting company providing subject matter expertise under the Client's Liability Insurance. [REDACTED] will not hold a professional Liability Insurance for any of the review products, deliverables, analyses, reports, and other deliverables from [REDACTED]. It is agreed that [REDACTED] and the Client have evaluated the risks and rewards associated with this project including [REDACTED] fee relative to the risks assumed. [REDACTED] and the Client agree that neither party shall be liable to the other party for any special, incidental, indirect, or consequential damages. The services of [REDACTED] are limited in scope, will build on previous acquired production, optimization, design, multidimensional risk analyses, methodologies, and materials experiences, and will not include any engineering calculations and similar structural aspects. Therefore, to the fullest extent permitted by law, the total aggregate liability of [REDACTED] is limited to \$ 100 for all claims, losses, costs, damages, expenses (including attorney and expert fees) arising out of claims raised by the Client.

Promotional Rights: [REDACTED] does not have the right to use the work product and description of the services performed in its promotional materials, crediting the Client and Project Owner in writing, unless [REDACTED] obtains the Client and Project Owner's prior written consent.

STANDARD TERMS AND CONDITIONS (STAC)

Compensation: The Client shall pay [REDACTED] for the service rendered by [REDACTED], at the rates listed in Annex B. Reimbursement for associated hours for any deliverable as payable as specified on the related invoice, even if adjustments and a second revision before a final product approval are needed. Client will strive to plan customer meetings and consultations for best and most economic use of [REDACTED]. Travel costs, including time and transportation will be reimbursed. In case any in-country meetings will be expected and as the work performed will be during [REDACTED]'s vacation time, unproductive lay-over days in country between meetings should be minimized and will be reimbursed at a rate as specified in Annex B (if on-site meetings are spaced out over several days and no product/deliverable can be generated during the intermittent time). This compensation, plus any reimbursable expenses, shall be for the services rendered relative to the Scope of Services (SOS) as set forth in Annex A to this Agreement, and shall not pertain to any added future Additional Services requested by the Client and performed by [REDACTED] outside the originally agreed upon scope. Any additional SOS's to the Client provided by [REDACTED] outside the special negotiated projects shall be compensated in accordance with [REDACTED] Hourly Rate Schedule (Annex B) in effect at the time of performance, unless otherwise specified or negotiated. The Annex B schedule is updated annually and will be made available to the Client when updated. In general, [REDACTED] will travel on business class as those hours most likely will serve as either preparation time or report/read-out writing. [REDACTED] will stay in security approved hotels that have been found acceptable by the DOE US security recommendations.

Billing/Payment: The Client agrees to reimburse [REDACTED] for all services performed and all costs incurred in the execution of those services within 30 days of submitting invoice and proof of expense. During the Term, [REDACTED] shall be entitled to receive prompt reimbursement, as described below, from the Client of all travel, lodging, meals, related onsite expenses, entertainment, and out-of-pocket expenses, printing/copying or other direct office tool expenses, which are reasonably and necessarily incurred by [REDACTED] in the performance of the duties. Expense records, apart from own meals (per diem), will be maintained and submitted in scans/photocopy. As part of [REDACTED] sustainable practices, only electronic invoices for [REDACTED] services shall be submitted to the Client monthly, unless otherwise specified. The invoice shall specify number of hours worked and contain a general description of the services performed (Day Meetings/Night Meetings/Preparation time) and shall be paid in full within 30 days. A detailed break-down of time can be requested in the format of a commercial time management software report. The Client shall notify [REDACTED] of any objections to the invoice within five (5) days of receipt. Invoices are due and payable within thirty (30) calendar days of invoice date, regardless of payment to the Client by the Project Owner. Payment of any invoice indicates Client's satisfaction with [REDACTED] services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 calendar days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate, whichever is greater) on the unpaid balance. In the event any portion of an account remains unpaid 90 calendar days after the invoice date, [REDACTED] retains the right to terminate the contract, notify the Client by email and be released for any other deliverables and discontinue further work. Agreed upon deadlines and deliverables will shift in time accordingly. If time management shall deem it necessary to institute collection actions, the Client shall pay all costs of collection, including any reasonable attorney's fees. Before work may resume, all open balances must be paid in full.

Taxes: [REDACTED] acknowledges and agrees that as [REDACTED] is an independent LLC owner, no withholding tax will be paid out of [REDACTED] Fees by the Client, that [REDACTED] Fee will be treated as taxable compensation to [REDACTED] and that [REDACTED] will be responsible for paying any taxes with respect to Dr. Halkjaer-Knudsen receipt of [REDACTED] Fees. Client acknowledges and makes all reimbursement payable to Vipsit LLC with electronic transfer directly to the dedicated [REDACTED] Wells Fargo bank account located in the US. Transfer details in Appendix B.

Confidentiality. The terms of this Agreement shall be treated by the Parties as confidential. The Parties are in his case the "Disclosing party" and the "Recipient" of information. Except with the prior consent of, or as directed by the Client, [REDACTED] will, during the Term and thereafter, keep confidential and not divulge to any other person or use for its personal benefit or the benefit of others, any of the Client's confidential or proprietary information and trade secrets, including, but not limited to, confidential information and trade secrets relating to such matters as the Client's intellectual property, finances and operations, as well as the confidential information of the Client's customers (the "Confidential Information"). All papers, books and records of every description including, as well as reproductions thereof, relating to the business and affairs of the Client, and which constitute Confidential Information shall be the sole and exclusive property of the Client, and Consultant shall destroy or surrender them to the Client, including all copies thereof, at any time upon request, during or within a reasonable period after the Term, apart from one copy to be retained in the legal files of the receiving party for the sole purpose of determination of the scope of obligations incurred under this Agreement. [REDACTED] agrees that it will use such Confidential Information solely for purposes of this Agreement and the consulting services to be provided hereunder and shall safeguard the Confidential Information by using at least those efforts used in protecting own Confidential Information, provided that such standard of care is no less than the applicable legal standard.

Notwithstanding the foregoing, the Confidential Information referred to in this paragraph shall not include information and secrets which: (i) become generally available to the public other than as a result of disclosure by [REDACTED]; (ii) become available to [REDACTED] on a non-confidential basis from a person other than the Client, who is not known by [REDACTED] to be under an obligation of confidentiality with respect thereto; (iii) was independently developed by [REDACTED] or Third Party without violating the terms of this Agreement or (iv) are required to be disclosed by law or by order of a court, other governmental authority or arbitration panel or by any other legal requirement to disclose any confidential information. The recipient of such a request shall provide the disclosing party with prompt written notice of any such requirement so that the disclosing party may seek a protective order or other remedy, or if appropriate, waive compliance with the terms of this Agreement. In the absence of a protective order or other remedy or the receipt of a waiver by the Disclosing Party, Recipient may, without liability under this Agreement, disclose only that portion of the Confidential Information that Recipient's counsel advises is legally required to be disclosed and only to those person(s) to whom Recipient are legally obligated to disclose such Confidential Information.

SNL Conflict of interest and IP: This consulting agreement is outside of [REDACTED] primary employer Sandia National Laboratories (SNL) traditional business area and is limited in scope. This consulting and collaborative engagement is based on a long history of past work, projects, and collaborative experiences from [REDACTED] pre-SNL employment (1999 – 2010) where [REDACTED] served as Director of the Statens Serum Institute (SSI) in Denmark, and where she during those years held different leading positions and acquired extensive experience and insight on aspects related to this agreement derived from a variety of projects. Therefore, this contract does not create any conflict-of-interest issues from a SNL perspective. [REDACTED] will recuse herself from any decision regarding her primary employer SNL's relationship with the entities she collaborates with. [REDACTED] will not direct SNL business toward the companies that she collaborates with. [REDACTED] must abide by the terms of her primary employer's Sandia Corporation Employee Proprietary Information and Innovation Agreement, which [REDACTED] signed upon being employed by SNL. This Agreement prohibits [REDACTED] from using for herself, or disclosing to others without SNL authorization, any Sandia proprietary or sensitive information, including software which [REDACTED] can access through her employment at Sandia, including Sandia Proprietary Information, non-public U.S. Government information, or proprietary information of any entity which does business with Sandia. [REDACTED] will recuse herself from any decision making regarding the primary employer SNL's relationship with the entities with whom Vipsit LLC consults. This Agreement also requires [REDACTED] to report to Sandia and to assign to Sandia all inventions which [REDACTED] makes which are along the lines of or which relate to the business, work, inventions or investigations within Sandia. If [REDACTED] solely or jointly invents anything, even if it is outside of normal work hours at Sandia, [REDACTED] will need to file a Technical Advance for the invention and Department of Energy (DOE) will need to determine if it is a subject invention under Sandia's prime contract and mission space. If DOE determines that the invention is a subject invention, DOE will have title to it and anyone intending to commercialize the invention would need to take a license from Sandia. Factors which DOE considers in determining whether an invention is a subject invention are whether the work leading to the invention was performed with the use of Sandia time, material, and facilities; related to any subject matter with which [REDACTED] work at Sandia is or was concerned; or related to problems arising in Sandia business or work connected or sponsored by the DOE of which [REDACTED] is or was informed by reason of the employment at Sandia. An invention is understood to be an actual physical product; sharing of ideas are exempt from this clause. Client acknowledges that it has been made aware of this potential risk of conflict-of-interests.

Survivability: In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Assignment: Neither party may assign its interest in this Agreement to any other person or entity without the express written consent of the other party. However, [REDACTED] may assign or subcontract Project Services to Vipsit LLC Affiliates. The term "Vipsit LLC" means Vipsit LLC and its Affiliates. The term "Affiliates" means entities using the Vipsit LLC trademark that are owned by Vipsit LLC or its shareholders.

Terminology/Transmission: All reference to days in this Agreement are business days, unless otherwise specified. If this Agreement is transmitted by electronic means of transmission, such transmission shall have the legal significance of a duly executed original delivered to the Client.

Precedence: Any acceptance of the Agreement includes all terms set forth in the STAC. However, in the event these terms conflict with term(s) in the Project Owner's Prime Agreement, or any other relevant Agreement the Project Owner's Prime Agreement expressly incorporates, then the terms in said Project Owner's Prime Agreement with the Client shall control and take precedence over the terms in these Standard Terms and Conditions.



STANDARD TERMS AND CONDITIONS (STAC)

Indemnification: Each Party to the Agreement shall protect, indemnify and hold harmless the other Party, its officers, directors, employees, agents, and representatives, [REDACTED] - [REDACTED] and subcontractors ("Indemnified Parties") from and against any and all claims, losses, expenses (including reasonable attorney's fees and costs), damages, demands, suits and causes of action, whether at law or in equity or otherwise, which may be brought or made against the Indemnified Parties by a third party, or which the Indemnified Parties may pay with respect to any third party as a result of the damage, loss or destruction of or to any persons, or real or tangible personal property of the Indemnified Parties to the extent caused by the negligent acts, willful misconduct, errors or omissions of the Party, its officers, directors, representatives, [REDACTED] or any of its employees or subcontractors ("Indemnifying Parties") with respect to the Project. If any action, suit, or proceeding shall be commenced against, or any claim or demand shall be asserted against an Indemnified Party, the Indemnified Party shall immediately notify the Indemnifying Party. The Parties shall cooperate with the other including making available files, records, and other relevant documents, giving testimony, and furnishing evidence. However, neither Party to this agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity, loss of goodwill, cost to substitute facilities, goods or services, cost of capital, and or fines or penalties), loss of revenue or profits arising out of, resulting from, or in any way related to the Project caused by negligence, errors or omissions, strict liability or breach of contract. This provision shall survive the termination or completion of the work or expiration of this Agreement.

Third party litigation: Both during and after the Term, [REDACTED] shall, upon reasonable notice, furnish such information as may be in [REDACTED] possession, and to cooperate with the Client as may reasonably be requested by the Client, in connection with any litigation in which the Client is or may become a party which relates to any work performed by [REDACTED].

Dispute Resolution and Governing Laws: Any disputes or claims between the Client and [REDACTED] arising out of the services provided in this Agreement shall be submitted to non-binding mediation. The Client and [REDACTED] agree to include a similar mediation as the primary method of dispute resolution among parties. This Agreement shall be governed by the laws of the US, New Mexico and shall be subject to arbitration in case of any disputes not solved amicably through mediation.

For Vipsit LLC

[REDACTED] founder & owner of Vipsit LLC

Date

For [REDACTED]

Name [REDACTED]

Date [REDACTED]

Name

Date



STANDARD TERMS AND CONDITIONS (STAC)

Annex A - Scope of Services (SOS)

██████████ services will be limited in scope and build on acquired experience related to past building and design projects while employed at Statens Serum Institute (SSI). Tasks will be initiated by the Client in written form by email / meeting invites and agreed upon in writing / accept of invites before commencing the work.

██████████ shall provide mentorship and reviews/advice/input regarding facility design strategies, -approaches, -choices, and -rationales, clean room cross contamination strategies, process flows, decontamination strategies, regulatory compliance, risk assessments and thereby following material choice, equipment selection and other risk mitigation measures and similar as per Client's request. Requests for support will be, where possible, announced so well in advance that ██████████ can plan accordingly around current commitments to Sandia National Laboratories.

The parties may, by mutual written consent, modify the terms of this Annex A.

Annex B: Reimbursement structure, agreement type and interpretation key for invoices

A large black rectangular redaction box covers the majority of the page content, starting from the top margin and extending down to the bottom margin, and across most of the page width. To the left of this box, there is a vertical column of colored rectangular blocks: a dark blue block at the top, followed by a light blue block, a white block, a light blue block, a white block, a light blue block, a white block, a light blue block, a white block, and a light blue block at the bottom. These blocks appear to be part of a sidebar or a table of contents, but their text is not legible due to the redaction. The overall layout suggests a document where the main body of text has been completely obscured for security or privacy reasons.

