

TERMS AND CONDITIONS FOR SERVICES

Any work undertaken hereunder by the company (the "Company") on behalf of the client (the "Client") will be carried out subject to the following conditions to the exclusion of all other terms and conditions purported to apply hereunder including, but not limited to, any purchase order issued by the Client:

1. Scope of Work.

1.1 Upon request, the Company will submit price quotes to perform certain services more particularly detailed in agreed specifications or protocols (hereinafter "Services"). The specification or protocol will specify the design of the specific Services, information desired, estimated duration, and all other relevant matters. The Company will, when requested, advise on the appropriateness of the specific designs using current and developing regulatory guidelines (where applicable). If satisfactory to the Client, the Client will sign the price quote and the terms of this Agreement will cover the performance of the Services under that particular specification or protocol for that particular price.

1.2 The Company reserves the right to charge the Client for initial consultancy advice provided by the Company in connection with the preparation of a specification or protocol design where the Company is not subsequently commissioned to carry out the Services.

1.3 Specifications or protocols may only be revised between the parties if, signed by an authorized representative of the other party. The Company will appoint a representative ("Project Director") who will coordinate with the Client's designated representative and who shall have responsibility for a particular specification or protocol.

2. Compensation.

2.1 The price quote shall be based on the Company's best understanding of the Services required at the time the specification or protocol was prepared. Additional charges may be made based on a review of the final agreed specification or protocol. In addition, deviations from the Services may become necessary for certain reasons including (but not limited to) veterinary services to protect the health and well being of animals or because of results observed during the course of the Services which may require additional medical attention.

2.2 The Client shall notify the Company in writing of any major changes to the Services required by the Client. Such changes shall be subject to a mutually agreed "change in scope" or "additional work notice" which may be taken in substitution for or in addition to the original price quoted in for the Services (but without prejudice to the Company's right to payment for Services already carried out).

2.3 The Client will be notified in writing with respect to any changes and/or deviations (whether requested by the Client or the Company) relating to Services that will affect the price prior to any charges being incurred for which the Client would be obligated to pay.

2.4 The price excludes all costs associated with shipment of raw data, specimens or test materials, for which the Client is wholly responsible.

2.5 In consideration for the Services, the Client will pay the Company in accordance with the applicable price quotation / additional work notice. The Company will invoice the Client for all amounts due, referencing any valid purchase order number provided by the Client. All undisputed payments will be made by the Client within thirty (30) days of date of an invoice.

3. Health and Safety.

3.1 It is a condition of the Company undertaking the Services that the Client shall co-operate with the Company in all matters relating thereto and in particular to provide the Company with all information available to it regarding known or potential hazards associated with use of any substances supplied to the Company by or on behalf of the Client and that the Client shall comply with all current legislation and regulations concerning shipment of substances by road, sea or air.

4. Company Responsibilities.

4.1 The Company shall ensure that it has the appropriate facilities, equipment, and personnel with the requisite expertise, experience and skill, to perform the Services in accordance with the specification or protocol and the terms of this Agreement to standards and quality common within the industry.

4.2 The Company represents that it has advised the Client in writing prior to the date of signing this Agreement, of any relationship with third parties which would present a conflict of interest with the Services or which would prevent the Company from carrying out the terms of this Agreement.

4.3 The Company will perform the Services in accordance with the specification or protocol and governmental regulations and laws in effect governing the Services including (where applicable) those relating to the current state of laboratory research (GxP regulations) and those governing animal welfare, in the territory where the Services shall be conducted. Should governmental regulatory requirements be changed during the Services, the Company will use its reasonable commercial efforts to meet the new requirements. In the event that the changed governmental regulatory requirements necessitate major revisions to the Services, the Company will submit in writing to the Client a revised technical and cost proposal for the Client's written acceptance prior to making these changes to any specification or protocol. The Company does not warrant that the specification or protocol and the results of the Services will satisfy the requirements of any regulatory agency at the time of submission if the requirements of the regulatory agency change after the completion of the Services.

4.4 Where the Services provide for submission of a final report to the Client, the Company shall also submit (where applicable) a statement that the Services were conducted in compliance with applicable GxP regulations as defined in the applicable specification or protocol. If the Services were not conducted in compliance with such regulations, a statement that describes in detail major and/or systemic deviations from the regulations shall be submitted. The Company may take any reasonable action, which it deems necessary to protect the Services in case of an emergency condition in the laboratory. The Client shall be notified in writing of such action as soon as possible.

4.5 All test material(s), raw data, samples and specimens arising from the performance of the Services will remain the property of the Client. Three (3) months after the submission date of the draft report such items, records and documentation (including electronic records), hereinafter called "Materials", will be transferred to and maintained in the archives of the Company free of charge for a period of one (1) year unless otherwise specified in the specification or protocol. Archiving of any frozen samples will be defined in the applicable specification or protocol. Archiving of any frozen samples will be defined in the applicable specification or protocol.

After the specified period, the Client is responsible for all costs associated with the retention, retrieval, onward transfer or destruction/disposal of these Materials. The Company will make reasonable attempts to contact the Client to determine the final disposition of these Materials. The Client will be notified of the financial implications of each of these options at that time. In the event of any change of control, address, or name by the Client, the Client will provide prompt notice to the Company. If the Client fails to respond to the Company in relation to final determination of Materials within six (6) months of initial written contact by the Company, the Company shall be entitled to dispose of such Materials at its discretion and charge or deduct from disposal proceeds (if any) reasonable costs associated with either storage or disposal.

4.6 The Client acknowledges that the Company retains ownership in background data, used or produced in the Services.

4.7 Where the Services provide for submission of a final report to the Client, two (2) copies of each report will be supplied. If additional reports are requested, these will be supplied at additional cost to the Client.

4.8 The Company shall notify the Client as soon as reasonably practical of requests from applicable regulatory agencies relating to inspections involving the Client's studies and confidential data to allow the Client the opportunity to address the applicable agency in relation to the same.

4.9 Except as expressly provided in this Agreement no warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the condition, quality, performance, suitability or fitness for purpose of the Services or goods provided as a result of the Services is given or assumed by the Company and all such warranties, conditions, undertakings and terms relating thereto are excluded to the fullest extent possible.

5. Confidential Information.

5.1 The Client shall not disclose to any third party any quotation or correspondence between the parties. The Client shall not in any

circumstances imply or state that any conclusion drawn by the Client is approved by the Company or that the Company approves or endorses any product or compound of the Client or any use thereof.

- 5.2 The Company shall keep confidential and shall not disclose to any third party without the prior written consent of the Client any information related to any work done in connection with the Services or any information acquired from the Client unless required by law, court order, through request of a regulatory authority, or if in the Company's opinion the health and well being of a patient (or patients) or the public interest is prejudiced thereby. The Company will use its best efforts to inform the Client prior to any disclosure.

6. Delay in Services.

- 6.1 In the event that the Client delays commencement or performance of the Services due to the Client's inability to make available to the Company necessary materials or data required to perform the work detailed in a specification or protocol or for other reasons, the Company reserves the right to charge the Client and to re-schedule such work. The Company will use its best endeavours to ensure that such re-scheduling is to the earliest available date.

7. Termination of Services.

- 7.1 The Client may by notice in writing to the Company request the Company to terminate the Services (or part thereof) prior to its completion. On receipt of such notification by the Company, all work will terminate as expeditiously as possible in accordance with the Client's instructions. A charge will then be presented to the Client which will include all costs and expenses incurred and irrevocably committed to the point of termination of the Services, which may include, but not limited to costs of animals and their maintenance and any other Services specific costs incurred on behalf of the Client. Payment of the said charge will be due on thirty (30) days of presentation of the account.

- 7.2 The Company shall also be entitled to claim on a case by case basis loss recovery sums in the event of delay, cancellation or early termination without cause reflective of the wide variation in Services and specific study types covered by this Agreement.

8. Insurance, Liability and Indemnities.

- 8.1 The Company confirms that it carries and will maintain during the term of this Agreement insurance (including professional liability insurance) at a level appropriate to the nature of the Company's business.
- 8.2 In the event of a material error by the Company in the performance of the Services which in the reasonable opinion of the parties (or in the absence of consensus a mutually acceptable third party arbiter) would render the results unacceptable to an applicable regulatory body to whom the Client intends to submit the same, the Company shall be entitled at its option to either: (i) repeat the Services (or part thereof) at no further cost to the Client; or (ii) reimburse the Client monies paid to date.

THE CLIENT'S ATTENTION IS DRAWN IN PARTICULAR TO THE FOLLOWING PROVISIONS OF TERM 8:

- 8.3 Nothing contained herein shall exclude or restrict the liability of a party hereunder for:
- 8.3.1 death or personal injury caused by that party's negligence;
- 8.3.2 fraud or fraudulent misrepresentation.
- 8.4 To the fullest extent permitted by law in the jurisdiction and subject at all times to the provisions of clause 8.4, neither the Company nor its respective officers, directors, employees, agents and representatives shall be liable for any:
- 8.4.1 loss of profits, increase production costs or other economic injury or loss;
- 8.4.2 loss of contracts or opportunity;
- 8.4.3 damage to property of the Client or anyone else;
- 8.4.4 loss or corruption of software, data or information;
- 8.4.5 cost of capital, cost of substitute service;
- 8.4.6 indirect loss or for any special, incidental, consequential or pure economic loss suffered by any person.
- 8.5 Subject to clause 8.3 the Company's liability to the Client, whether in contract, tort, or for breach of statutory duty shall not exceed the invoice value of the Services.
- 8.6 The Client shall indemnify and hold harmless the Company its respective officers, directors, employees, agents and representatives

("Company Indemnitees"), from liabilities, claims, costs, fines and expenses (including reasonable attorney fees) ("Claims") made by a third party against the Company Indemnitees relating to death or personal injury resulting from the negligent act or omission of the Client its respective officers, directors, employees, agents and representatives or infringement of a third party's intellectual property rights, save to the extent that such Claims are attributable to the negligent act or omission of the Company Indemnitees.

- 8.7 If any provision or part-provision of clauses 8.1 to 8.7 (inclusive) is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it achieves to the greatest extent possible, the intended commercial result of the original provision(s).

9. Miscellaneous Provisions.

- 9.1 **Notices.** All notices which either party hereto is required or may desire to give hereunder shall be in writing and sent by first class mail, postage prepaid, and addressed to the last known address of the party to be served therewith. Notice sent by registered or certified mail – return receipt requested – shall be presumed to have been received. Any change in address shall be promptly communicated by either party to the other party.

- 9.2 **Non-Disclosure.** The parties agree not to disclose the terms and conditions of this Agreement nor the existence of this Agreement between the parties, except as may be required by law or government regulation, without the prior written authorization of the other party.

- 9.3 **Entire Agreement and Amendments.** Any amendments or revisions of this Agreement and/or Exhibits must be agreed to in writing by the parties. This Agreement constitutes the entire Agreement between the Client and the Company with respect to contemplated transactions, and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever.

- 9.4 **Assignability.** Neither party shall assign nor transfer any interest in this Agreement nor assign any claims for money due or to become due under this Agreement without the written consent of the other party.

- 9.5 **Survival.** The provisions of clauses 1.2, 4.9, 5, 6, 7, 8 and 9 of this Agreement shall survive the expiration and/or termination of this Agreement.

- 9.6 **Severability.** In the event that any provision of this Agreement is held illegal or invalid for any reason, such provision shall not affect the remaining parts of this Agreement, but this Agreement shall be construed and enforced as if that illegal provision had never been inserted herein.

- 9.7 **Force Majeure.** The Company shall not be liable for any loss or damage for delay or nonperformance hereunder due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance and payment hereunder shall be extended for a period of time necessary to overcome the effect of such delays. In the event of any delay or nonperformance hereunder, the Company shall promptly notify the Client in writing of the nature, cause, date of commencement thereof, and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion date of the Agreement would be affected thereby. All costs, expenses and charges associated with the termination of the Services or part thereof in these circumstances will be dealt with as in paragraph 7.1 above and the Company shall be under no liability whatsoever to the Client by reason of the occurrence of any such event or the termination of the Services.

- 9.8 **Choice of Law.** The validity, interpretation, performance, rights and duties with respect to this Agreement, shall be determined by the laws of the jurisdiction where the Services are carried out ("Jurisdiction") and each party shall submit exclusively to the courts of the Jurisdiction.

- 9.9 **Third Party Rights.** This Agreement does not create any right enforceable by any person not a party to it except a permitted successor to or assignee of the rights of a party deemed to be a party to this Agreement.

10. Anti-bribery and Anti-corruption.

- 10.1 The Client agrees that it has implemented adequate procedures to prevent its respective directors, officers, employees, agents and representatives from engaging in any activity which would constitute an offence or violation under the Bribery Act 2010 or any applicable Anti-Bribery and Corruption Law in the Jurisdiction.