

Terms and Conditions for Discovery Services

These terms and conditions (*Terms and Conditions*) are incorporated into and form part of the Agreement made and entered into as of the Effective Date (as defined below) by and between the client identified in the Order (*Client*) and Cyprotex US, LLC, 200 Staples Drive, Framingham, MA, 01702 United States (*Cyprotex*).

The Parties hereby agree as follows:

1. Definitions

- 1.1 *Affiliate*** means, with respect to any person or entity, any other person or entity, which directly or indirectly controls, is controlled by, or is under common control with, such person or entity.
- 1.2 *Agreement*** means these Terms and Conditions together with (a) the Order, and/or (b) the Change Order(s) to such Order, if applicable.
- 1.3 *Applicable Law*** means any then-current law or statute, and any rule, regulation or guideline issued by a regulatory authority, as well as any judicial, governmental, or administrative order, judgment, decree or ruling, in each case as applicable to the subject matter and the Parties at issue, as amended from time to time, including GLP (if applicable).
- 1.4 *Client Materials*** means all compounds, materials, or other substances meeting relevant specifications controlled by the Client and provided to Cyprotex to perform the Services.
- 1.5 *Confidential Information*** means all information, including know-how and the subject matter of any unpublished invention, or any material in tangible form that is disclosed or made available under this Agreement by or on behalf of a Party (*Disclosing Party*) and/or its Affiliates to the other Party (*Receiving Party*) and or its Affiliates and that is marked as "Confidential" at the time it is disclosed or delivered to the Receiving Party (or, if disclosed orally, is identified as confidential when disclosed) or would be readily recognized by a reasonable person to be confidential or proprietary to the Disclosing Party whether or not it was marked or identified as confidential or proprietary.
- 1.6 *Deliverables*** means such items that are identified to be delivered by Cyprotex to Client as stipulated in the Order. For the avoidance of doubt, where Cyprotex develops compounds for Client pursuant to an Order, such compounds shall constitute part of the Deliverables, unless such compounds are re-synthesized from Cyprotex' libraries or acquired from third party suppliers.
- 1.7 *Effective Date*** means the date on which (a) the Order is placed by the Client clicking "I accept and agree to the Terms and Conditions" on the Website or (b) the last Party signs the applicable Work Order.
- 1.8 *Good Laboratory Practice* or *GLP*** means a set of principles intended to assure the quality and integrity of non-clinical laboratory safety studies required by the Applicable Law in the relevant jurisdiction for the purpose of registering or licensing pharmaceuticals.
- 1.9 *Human Biological Samples*** mean any human biological material, including but not limited to human bodily parts and organs in whole or sub-samples, any tissue, skin, bone, connective tissue, blood, cerebrospinal fluid, cells, gametes or sub-cellular structures, such as DNA, or any derivative or product of such human biological materials, such as stem cells, cell lines, bodily fluids or blood derivatives.
- 1.10 *Importer of Record*** means an entity or individual officially responsible (i) for making sure a shipment of goods complies with all the legal requirements and regulations of the destination country, (ii) for filing legally required documents and (iii) for paying duties, tariffs, and other fees related to the imported shipment.
- 1.11 *Informed Consent*** means an informed consent form that was approved by an independent ethics committee or institutional review board and was signed by the donor of the Human Biological Samples, their next of kin, legal representative, or impartial witness if applicable, authorizing the use of the Human Biological Samples.
- 1.12 *Intellectual Property or IP*** means (a) copyrights, patents, database rights and rights in trademarks, designs, know-how, trade secrets (including any patentable ideas) and Confidential Information (whether registered or unregistered), (b) applications for registration, and the right to apply for registration, for any of these rights, including renewals, continuations, continuation in part, reissues, and extensions, and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.
- 1.13 *Order*** means (a) a Standard Services Order, a Proposal or a Work Order placed or agreed using the Website or (b) a Work Order signed by the Parties.
- 1.14 *Party* or *Parties*** means Client and Cyprotex individually or collectively, depending on whether used in the singular or plural.
- 1.15 *Proposal*** means Cyprotex' written (including by email or provided through the Website) quotation or proposal for Services provided by Cyprotex to the Client.
- 1.16 *Services*** means such discovery, research, and other related services as set forth in the Order.
- 1.17 *Specifications*** means the specifications, technical data, formulae, list of tests, references to analytical procedures agreed upon in writing between the Parties and set forth in the respective Order.
- 1.18 *Standard Services Order*** means an order for Services placed by the Client using the Website.
- 1.19 *Taxes*** means sales, use, gross receipts, excise, compensating, withholding or other taxes (including value added tax), licenses, duties, charges or fees (excluding Cyprotex' net income and franchise taxes).
- 1.20 *Website*** means the e-commerce website through which Cyprotex makes its Services available at cyprotex-store.evotec.com or such other URL as Cyprotex makes available from time to time.
- 1.21 *Work Order*** means a document containing the description of the Services to be performed by Cyprotex, including the Proposal as applicable.

2. Conflicting Terms and Conditions.

- 2.1** No other conditions shall apply to the Agreement, including, without limitation, the Client's terms and conditions.
- 2.2** These Terms and Conditions will take precedence over any conflicting terms and conditions set forth in a Work Order or a Change Order hereunder as the case may be, in which they are incorporated by reference or any other document. For the avoidance of doubt, no printed standard terms that may appear on any document provided by Client to Cyprotex shall have any effect unless expressly agreed in writing by authorised representatives of both Parties. Notwithstanding the foregoing, these Terms and Conditions shall not be applicable where Services are carried out pursuant to a pre-existing agreement for services executed by the Parties and specifically referred to in the Order.

3. Performance of Services by Cyprotex.

- 3.1** Cyprotex will, using commercially reasonable efforts, provide the Services (a) with reasonable skill and care, (b) in accordance with current scientific and technical standards, (c) in compliance with all Applicable Law to the conduct of the Services, and (d) pursuant to its standard operating procedures.

3.2 Client acknowledges and agrees that (a) the Services are experimental in nature and subject to risk factors and events beyond Cyprotex' reasonable control, (b) any test article submitted as part of the Client Materials is suitable for use in the assay ordered and, in particular, but not limited to the following characteristics: stability, size, and in the case of assays with a mass spectrometry endpoint, that such test article is amenable to generic liquid chromatography with tandem mass spectrometry (LC-MS/MS) methods and any other assay-specific requirements that are listed in the Cyprotex' Standard Assay Protocol or the assay description; (c) Deliverables are target objectives and that a successful discovery and/or development of the Deliverables cannot be guaranteed, and (d) the work to be conducted hereunder cannot be put into a binding time schedule or quantity requirement. Any time schedule or quantity requirement within an Order shall not be binding and any failure to meet the defined Deliverables shall not be deemed a material breach by Cyprotex of its obligations. In the event of such failure, Cyprotex shall have no liability for any Client's Materials used in the development of the Deliverables nor for the replacement cost of the same.

3.3 Cyprotex is entitled to subcontract any Services to (a) any Affiliate of Cyprotex, (b) any third party contractor identified in the Order, or (c) upon Client's approval, not to be unreasonably withheld, any third party, provided that Cyprotex shall remain responsible under this Agreement for the acts or omissions of any subcontractor engaged by Cyprotex.

4. Changes.

4.1 Any material change to an Order, including without limitations to the Specifications and/or changes to the scope of Services and/or to the assumptions or requirements that arise during the performance of the Services shall be agreed in writing between the Parties (**Change Order**). In an emergency, Cyprotex shall be entitled to deviate from the Order without Client's consent, provided that in such case, Cyprotex shall use commercially reasonable efforts to notify Client prior to such deviation and obtain Client's verbal approval, which shall subsequently be confirmed by Client in writing.

5. Retention of Records. Cyprotex may retain any materials, records or data that Cyprotex determines may be needed to satisfy any regulatory requirements and Applicable Law.

6. Shipments.

6.1 Outbound Shipments of Deliverables. All shipments hereunder will be made FCA Cyprotex' facilities (as such term is defined by Incoterms[®] 2020). Cyprotex is responsible for the correct processing of the export formalities and procedure and acts as the exporter. Absent specific instructions from Client, Cyprotex will select the carrier and ship freight prepaid, with the costs thereof passed through to Client.

6.2. Inbound Shipments of Client Materials (from Client or Third-party to Cyprotex). Client shall organize shipment according to DDP (as such term is defined by Incoterms[®] 2020), unless Client is unable to act as Importer of Record or Client has no presence in the country of destination and is not able to customs clear the goods and cannot reclaim VAT/import tax in destination country. In such case it shall be DAP (Incoterms[®] 2020), provided that Client has enabled Cyprotex to provide the correct customs clearance and declaration. For clarity Client will provide Cyprotex, prior to shipment, all relevant information on actual value, classification, custom tariff numbers and country of origin (incl. proof of preferential origin if applicable) of the Client Material. All costs related to the importation are passed through to Client. If Cyprotex bears any Taxes that cannot be reclaimed, including without limitation for stored compounds, replenishments, etc.), Client shall also reimburse such Taxes to Cyprotex.

7. Audits. Cyprotex will permit Client or its representatives (unless such representatives are competitors of Cyprotex) to audit the Cyprotex facilities where the Services are performed upon reasonable advance written notice of at least thirty (30) business days and during regular business hours, subject to Cyprotex' available audit slots, once every two (2) calendar years and for a maximum of two (2) days and with no more than two (2) auditors at no cost. Client will reimburse Cyprotex for its time and expenses associated with any additional audit during such two-year period, unless such audit is for cause. Should the audit be performed remotely, the parties agree that (a) before the start of the audit the parties will agree on a secure method for the sharing of information and data, (b) the identity of Client's staff remotely present during such audit will be communicated in advance, and (c) no recording (audio, video or screenshot) will be allowed during the audit. In case of audits or investigations performed by the tax, social security or other governmental bodies or authorities at the level of Client, Client will inform Cyprotex timely on any issues or findings potentially having a financial or compliance-related impact on Cyprotex.

8. Fees and Payment.

8.1 All fees and payments in connection with Services rendered by Cyprotex under this Agreement represent net amounts and do not include any Taxes. Client shall pay to Cyprotex the applicable fees and expenses, including without limitation any cancellation fee for cancelled or postponed Services, set out in the Order as well as any Taxes in respect of fees for Services. In case local tax authorities challenge the Taxes treatment in connection with Services rendered by Cyprotex to Client (e.g. as tax authorities assess in a legally binding way that Client does not qualify as a taxable person), any Taxes due shall be charged by Cyprotex to Client in addition to the fees and payments agreed, unless Client is liable for the Taxes by law, e.g. if reverse charge mechanism or similar regulation applies. The Parties agree that the statute of limitations period for claims for payment of Taxes shall not begin to run before the tax authorities have assessed a Tax claim against Cyprotex. All invoices and all payments shall be made in EUR or GBP or USD as the case may be and as set forth in the Order.

8.2 In addition, Client shall reimburse Cyprotex any reasonable pass-through costs which could not have reasonably been expected, as well as any additional efforts or work and changes in Cyprotex' responsibilities and obligations.

8.3 Unless payment is made immediately by credit card through the Website, payments are due and payable within thirty (30) days net from the date of the invoice and shall be made by electronic bank transfer to the account noted on the invoice.

8.4 If any portion of an invoice is disputed in good faith by Client, Client shall pay the undisputed amounts and the Parties will use good faith efforts to reconcile the disputed amount.

8.5 Cyprotex is entitled to charge default interest in the amount of two percent (2%) per month (or, if lower, the maximum amount allowed by Applicable Law) for any undisputed payment owing and not received by Cyprotex when due.

8.6 If Client fails to pay any undisputed invoice when due, in addition to its other rights under the Agreement, Cyprotex may cease all activities hereunder and withhold all data, information, reports and material of any kind (including Client Materials and Deliverables) until all outstanding and undisputed invoices have been paid in full.

8.7 Withholding Tax. All sums payable under this Agreement shall be paid in full without any deductions (including, but not limited to, deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except insofar as Client is required by law to deduct withholding tax from sums payable to Cyprotex. If Client is required by law to deduct withholding tax, then upon execution of any Order Client will promptly provide written notice of such requirement to Cyprotex and will retain such withholding tax and pay it to the proper tax authority on account of Cyprotex. Official receipts of payment of any retained local withholding tax shall be secured and sent by Client to

Cyprotex as evidence of such payment on Cyprotex' request. Client and Cyprotex shall co-operate in all respects and take all reasonable steps necessary to (a) lawfully avoid the making of any such deduction or (b) to enable Cyprotex to obtain a tax credit in respect of the amount withheld. Any effect by currency conversion of the payment of withholding tax by Client to the proper tax authority is benefit or burden of Client and does not increase or reduce the remuneration to be paid to Cyprotex under this Agreement.

8.8 Inflation Adjustment. Cyprotex reserves the right to adjust the USD, GBP or EUR amounts mentioned in the relevant Order on an annual basis, as of each January 1 following at least six (6) months from Order placement or signature (as applicable) (the **Review Date**) to account for inflation. The adjustment will be made on the basis of the consumer price index as published in Consumer price inflation, UK Statistical bulletins – Office for National Statistics or any official publication substituted for it. The revised amount will be calculated as current price multiplied by (A/B) per annum where:

- A = The figure shown in the index for the month immediately before the Review Date; and
- B = in the case of the first Review Date, the figure shown in the index for the month and year that is 12 months prior to the month referenced in A and in the case of subsequent Review Dates, the figure shown in the index for the month immediately before the preceding Review Date.

9. Obligations of Client and Client Material.

9.1 Client shall provide Cyprotex with all necessary and reasonable support and information relating to the performance of the Services, including, as specified in the Order, with Client Materials and necessary data regarding the identity, strength, value, purity, stability and composition or other characteristics of the Client Materials, and proper storage and safe handling requirements. Client shall define the value of its Client Materials held at Cyprotex' premises under the Order.

9.2 Client hereby represents that (a) it has the right to transfer, or have transferred, the Client Materials to Cyprotex for the purposes of performing the Services and (b) Client Materials will be provided in compliance with all Applicable Law, and in case of personal data in an anonymized format. To the extent that Cyprotex collects, processes or uses personal data on behalf of the Client when rendering the Services or performing its obligations under this Agreement ("Processing" as defined in Article 4 (2) EU General Data Protection Regulation (**GDPR**)), according to Article 28 of the GDPR or any other applicable data protection law, the Parties shall enter into an additional contractual agreement which is required by such applicable data protection law. With regard to Client Material that contains and/or consists of Human Biological Samples, Client represents and warrants to Cyprotex and its Affiliates that: (i) It is authorized to transfer such Client Material without any additional consideration to the donor, the donor's heirs and legal representatives, or the collecting organization to Cyprotex and its Affiliates (as the case may be); (ii) the Client Material and the Human Biological Samples from which the Client Material was derived (as the case may be) were acquired, collected, obtained, and/or produced by Client or Third Parties that supplied the Client Material to Client in full compliance with all Applicable Laws and ethical standards, including without limitation (A) the International Conference on Harmonization Guidelines for Good Clinical Practice (GCP); and (B) any applicable requirements for the Informed Consent of the donor of such Human Biological Samples. In the event of a withdrawal of, or a material variation to the Informed Consent (including any material changes that may affect the activities), Client shall promptly notify Cyprotex and any other relevant parties of such changes or withdrawal. For the avoidance of doubt, Cyprotex shall not be responsible or liable for any delay resulting from such events. Cyprotex shall use Client Materials solely for the purpose of carrying out its obligations under the Agreement. In no event shall Cyprotex be liable for any loss or damage to Client Materials to the extent such loss or damage is not resulting from any acts or omissions under Cyprotex' reasonable control. Unless otherwise agreed or directed by Client in writing, Cyprotex shall retain all unused Client Materials for a period of three (3) months after the termination of the Order. Upon the expiration of such retention period, Cyprotex shall return or appropriately discard or destroy all such unused Client Materials as directed by Client.

9.3 Client's use and disposal of any Deliverables or any other information or material disclosed, delivered or provided by Cyprotex to Client shall be in compliance with all Applicable Law.

9.4 Cyprotex will not be liable to Client nor be deemed to have breached the Agreement for errors, delays or other consequences arising from Client's failure to provide the Client Materials, any necessary documents or information as agreed and/or in a timely manner, nor will Cyprotex be liable to Client if Client fails to otherwise reasonably cooperate in order to enable Cyprotex to perform its obligations. Any such failure by Client will automatically extend any timelines affected by a time period that reasonably takes into account such failure in providing Client Materials, documents, information or cooperation.

9.5 If Client delays or suspends a project under the Order, Client will be responsible for all reasonable costs and expenses that Cyprotex is not able to mitigate.

10. Intellectual Property.

10.1 Nothing in the Agreement shall affect the ownership of either Party's IP conceived, first reduced to practice or rightfully acquired by a Party prior to the Effective Date of this Agreement or outside of the Parties' collaboration hereunder (**Background IP**) or imply any license to a Party's Background IP unless granted expressly. Client hereby grants to Cyprotex a royalty-free, non-exclusive license to use any of its Background IP for the performance of Services under the Order. Client shall promptly inform Cyprotex in writing about any restriction to its Background IP relevant to Cyprotex' performance of the Services.

10.2 Subject to Section 10.3, as between Cyprotex and Client, all right, title and interest in all Deliverables shall be owned by Client. To the extent any rights in the Deliverables cannot be assigned to Client by Cyprotex based on Applicable Law, Cyprotex shall grant to Client a free-of-charge, perpetual, irrevocable, worldwide, royalty-free, exclusive, transferable license with the right to sublicense through multiple tiers to practice such non-assignable rights in any manner for any purpose.

10.3 All right, title and interest in any invention, discovery, composition, enhancement, technology, data or information (whether or not patentable) (**Invention**) which constitutes an improvement or enhancement to Cyprotex' Background IP, including but not limited to, assay technology, the Cyprotex libraries, software, algorithms, databases, screening technology, structural biology technology, and chemical technology (**Cyprotex Improvement**), together with all patent rights and other IP therein, and irrespective of whose Party's employees or contractors have made the Invention, as well as any and all IP relating to generally applicable technology, methodology or processes essentially developed by Cyprotex, shall be owned by Cyprotex. Client hereby sells, assigns and transfers to Cyprotex all of Client's right, title and interest therein and thereto. Cyprotex will not in any way seek to rely on any Cyprotex Improvement which it may have to prevent Client from exercising any right or using the Deliverables owned by the Client under this Section 10. Client hereby expressly agrees that Cyprotex and its Affiliates may use data generated during the Services in a blinded format for Cyprotex' and its Affiliates' technology development.

10.4 Each Party shall cause all employees and other persons acting on its behalf in performing its obligations under the Agreement to be obligated under a binding written agreement, or otherwise according to law, to assign to it, or as it shall direct, all Inventions made or conceived by such employees or other persons.

10.5 Each Party shall have the right to control the preparation, filing, prosecution, maintenance and enforcement of all patent applications and patents relating to any Inventions owned by such Party pursuant to Sections 10.2 and 10.3 above.

10.6 Except as provided in the Agreement, no express or implied licenses or other rights are provided by either Party to the other under any proprietary rights of a Party.

10.7 Nothing contained in the Agreement shall restrict, hinder or prohibit the right of either Party to use any know-how, data or information of the other Party which is freely available and in the public domain.

11. Confidentiality.

11.1 The Receiving Party shall (i) protect Confidential Information from unauthorized use or disclosure and (ii) use it solely for the purposes of administering its obligations under the Agreement.

11.2 Neither Party shall, without the other Party's prior written consent, use the Confidential Information of the other Party or disclose such information except (i) to provide to employees of the Receiving Party or its Affiliates who require such information to perform such Party's obligations under the Agreement, or (ii) as required to be disclosed by law, or court or administrative order; provided that the Receiving Party gives prompt written notice thereof to the Disclosing Party.

11.3 The above confidentiality obligations shall not apply to information which, as can be established by the Receiving Party, (a) was communicated to the Receiving Party from a third party entitled to make such a disclosure; or (b) was already in the public domain or subsequently entered the public domain through no fault of the Receiving Party; or (c) was already known by the Receiving Party or developed independently by the Receiving Party without reference to or reliance upon information provided by the Disclosing Party; or (d) is to be disclosed pursuant to any legal, regulatory or stock exchange requirement (but only to the extent such information needs to be disclosed).

11.4 The above confidentiality obligations shall survive any expiration or termination of the Agreement and shall continue for a period of five (5) years from the date of completion of the Services or termination of the Agreement. To the extent that any of the Confidential Information disclosed hereunder is a trade secret, the obligations set forth herein will survive the termination of the Agreement for so long as the information disclosed qualifies as a trade secret under the requirements of the Applicable Law.

11.5 In the event Cyprotex or Client wish to publish a press release relating to the Services or Client wishes to cite Cyprotex as a services provider to potential collaborators or investors, either Party will contact the other Party to discuss the possibility of a release or citing, and such other Party will give reasonable consideration to the request. In any event, both Parties agree not to issue any press releases without prior written approval from the other Party.

12. Insurance. Each Party shall maintain policies of insurance in the amounts and of the types reasonably appropriate for the conduct of their respective businesses. Client represents that it has subscribed, and will maintain insurance policies in an amount reasonably adequate to cover the financial consequences it may incur in the event of material loss or damage to Client Materials while held at the Cyprotex facility.

13. Representations and Warranties.

13.1 Each Party hereby represents and warrants to the other Party that (a) it is an entity validly organized and existing and in good standing under the laws of the jurisdiction in which it is organized and has full right and authority to enter into this Agreement; (b) it has taken all necessary action on its part to authorize the execution and delivery of this Agreement; and (c) this Agreement constitutes a legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

13.2 Client hereby represents and warrants to Cyprotex that (a) it will not request or require Cyprotex to perform any assignment or tasks in a manner that would violate any Applicable Law or to handle any substances or materials that do not carry specific safe handling instructions; (b) to its best knowledge, Client is not aware of any third party's IP or other rights that may be infringed by the Services provided by Cyprotex or the use of Client Materials under this Agreement.

13.3 Except as set forth herein, all warranties implied by law (whether by statute, common law, trade usage, custom or otherwise) are hereby excluded for Cyprotex to the maximum extent permitted by law.

14. Limitation of Liability.

14.1 NOTWITHSTANDING ANY PROVISION IN THE AGREEMENT OTHER THAN SECTION 14.3 BELOW, CYPROTEX' AGGREGATE LIABILITY UNDER OR IN RELATION TO THE AGREEMENT TO CLIENT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CLIENT TO CYPROTEX FOR THE SERVICES PERFORMED UNDER THE ORDER. NOTWITHSTANDING THE FOREGOING, CYPROTEX SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT FOR LOSS OF OR DAMAGE TO ANY MATERIALS PROVIDED BY CLIENT WHILE HELD AT CYPROTEX' FACILITY.

14.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT OR INCIDENTAL DAMAGES, INCLUDING ANY LOST PROFITS OR ANY LOST REVENUES RELATING TO THE PERFORMANCE OF THIS AGREEMENT WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE.

14.3 NOTHING CONTAINED HEREIN IS INTENDED TO EXCLUDE OR LIMIT ANY LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE; OR, (B) FRAUD.

14.4 THIS SECTION 14 DEFINES THE ENTIRE LIABILITY OF THE PARTIES IN RELATION TO THIS AGREEMENT.

14.5 EXCEPT AS EXPRESSLY SET FORTH WITHIN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, CYPROTEX MAKES NO EXPRESS OR IMPLIED WARRANTIES RELATING TO THE SERVICES OR THE DELIVERABLES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

15. Indemnification.

15.1 Cyprotex will indemnify and hold harmless Client from and against any liability, loss, damage, action, claim or expense (including reasonable attorney's fees) actually incurred (collectively, *Losses*) and arising from any third party claim relating to (a) Cyprotex' breach of any of its representations or warranties set forth herein, or (b) Cyprotex' gross negligence or wilful misconduct in the performance of its obligations under this Agreement, in each case save for any Losses for which Client is obligated to indemnify Cyprotex hereunder.

15.2 Client will indemnify and hold harmless Cyprotex from and against any Losses arising from any third party claim relating to (a) Client's breach of any of its representations or warranties set forth herein, (b) Client's gross negligence or wilful misconduct in the performance of its

obligations under the Agreement, (c) Cyprotex' use of any information or other deliverable of the Client (including Client Materials or Client Background IP) for the purpose of performing the Services; or (d) Client's use or sale of any Deliverable or other work product (tangible or intangible) resulting from the Services; in each case save for any Losses for which Cyprotex is obligated to indemnify Client hereunder.

16. Force Majeure.

16.1 Neither Party will be liable for any failure to perform or for delay in performance resulting from any cause beyond its reasonable control or due to compliance with any regulations, orders, or act of any regional, provincial, state, or municipal government, or any department or agency thereof, civil or military authority, strike, lockouts, labour troubles, inability to procure materials or services, failure of power or restrictive government or judicial orders, or decrees, riots, insurrection, war, terror, delays or shortages in transportation, Acts of God, epidemics, pandemics or unexpected and severe weather conditions (*Force Majeure*), provided that Client will not be excused from payment of money owed when due notwithstanding the occurrence of any such Force Majeure event.

17. Termination.

17.1 Client may terminate the Agreement for any reason and at any time upon ninety (90) days prior written notice to Cyprotex or such other period as may be specified in the Order.

17.2 Either Party may terminate this Agreement at any time by written notice to the other with immediate effect upon the occurrence of any of the following events: (a) the other Party becomes insolvent or suspends its payments, regardless of whether it institutes or has instituted against it any bankruptcy, reorganization, debt arrangement, assignment for the benefit of creditors or other proceeding under any bankruptcy or insolvency law; or (b) the other Party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice thereof from the terminating Party.

17.3 Notices of termination shall be valid only if made in writing.

18. Consequences of Termination.

18.1 Client will pay Cyprotex for all Services performed in accordance with this Agreement and reimburse Cyprotex for any additional costs and expenses incurred before the effective date of termination of this Agreement which cannot be reasonably avoided, including any non-cancellable obligation incurred by Cyprotex, and any termination payments specified in the Order. If payments due to Cyprotex under this Agreement are based on the reaching of certain milestones, then Cyprotex will inform Client of the percentage of completion of the milestone and Client will pay Cyprotex a pro rata portion of such milestone payment based on such percentage. In addition, Client will pay Cyprotex for expenses incurred to complete activities related to termination and close-out of the Services, including fulfilment of any regulatory requirements.

18.2 After the termination of this Agreement, each Party will, upon the other Party's written request, return and transfer to the other Party all Confidential Information of the other Party which is still in its possession, except to the extent such Party is required to keep copies of such data for archival purposes under Applicable Law.

18.3 Upon any termination of this Agreement, the provisions of Sections 1, 5, 8 to 15, and 18 to 19 will survive.

19. Miscellaneous.

19.1 Neither Party may assign its contractual rights and obligations or parts thereof without the prior written consent of the other. Either Party may, without such consent, assign this Agreement and all of its rights and obligations hereunder (a) to an Affiliate or (b) in connection with the transfer or sale of all or substantially all of its business to which this Agreement relates, or in the event of its merger, consolidation, or other similar transaction, provided that the assigning party provides written notice within thirty (30) days to the non-assigning party of such assignment.

19.2 If any provision of this Agreement is found to be invalid or otherwise unenforceable, in whole or in part, the validity of the remainder of the Agreement will not be affected. The invalid or unenforceable provision or part thereof will be superseded by an adequate provision that, to the legally permitted extent, comes closest to what the Parties would have desired at the time of conclusion of the Agreement had they considered the issue concerned.

19.3 Nothing in this Agreement will create, or be deemed to create, a partnership, agency, franchise or joint venture relationship between the Parties. Each Party agrees to perform under this Agreement solely as independent contractor and remains responsible for its own assets and liabilities.

19.4 The failure of either Party at any time to enforce any of the terms, provisions or conditions of this Agreement will not be construed as a waiver of the same or of the right of either Party to enforce the same on any subsequent occasion. Any waiver must be in writing and duly signed by an authorized representative of the waiving Party.

19.5 Neither this Agreement nor any provision contained herein is intended to confer any rights or remedies, neither directly nor by way of a contract for the benefit of a third party, upon any person or legal entity other than the Parties, except as expressly otherwise provided for in this Agreement. A person or entity that is not Party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

19.6 This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without given effect to any choice of law or conflict of laws provision. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

19.7 Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the State of Delaware over any claim or matter arising from or in connection with this Agreement or the legal relationships established by this Agreement.

19.8 The provisions set forth in this Agreement will operate without prejudice to either Party's ability to seek injunctive or other interlocutory relief in any court accepting jurisdiction in order to protect and enforce its IP.

19.9 By clicking "I accept and agree to the Terms and Conditions" on the Website or signing the Work Order, the Client confirms that it agrees to these Terms and Conditions and the Order. Where the Work Order is signed by the Parties, (i) it may be executed in counterparts (including by facsimile, as a PDF-file, by using certified electronic signatures, or in any other tangible form), each of which will be deemed to be an original and all of which will be deemed to be an original instrument; and (ii) if this Agreement is signed using certified electronic signatures, in making proof of this Agreement, an electronic copy of this Agreement will suffice and the Parties undertake not to dispute the validity of this Agreement based on certified electronic signatures.