

WOODLEY BIOREG LIMITED TERMS AND CONDITIONS

IT IS AGREED as follows:

1. DEFINITIONS

In this Agreement the following terms have the following meanings for Woodley BioReg ("Company") Services to its clients ("Client"):

- 1.1 "Affiliate Companies" means those corporations, companies and business entities which are, directly or indirectly, controlled by, controlling or under common control with the Client, control meaning ownership of more than 50% of shares or being entitled to appoint the board of directors.
- 1.2 "Appointment" means the appointment of the Company in accordance with clause 2.
- 1.3 "Contract" means the contract between the Company and the Client for the supply of Services and/or Goods in accordance with these Terms and Conditions.
- 1.4 "Consultant" means the person or persons appointed by the Company to provide the Services.
- 1.5 "Commencement Date" has the meaning set out in clause 2.2.
- 1.6 "Goods" means services and products provided by the Company to the Client as per the agreement below.
- 1.7 "Intellectual Property Rights" shall mean patents, utility models, trademarks, registered and unregistered design rights, database rights, copyright (including all copyright in any design and computer software), inventions, trade secrets, know-how, confidential information and all other intellectual property rights and rights of a similar character in any part of the world (whether or not the same are registered or capable of registration), and all applications and rights to apply for protection of any of the same.
- 1.8 "Order" means the Client's purchase order form or the Client's written acceptance of a quotation by the Company.
- 1.9 "Services" means the provision of services as per the agreed project proposal and as set out in Schedule 1.
- 1.10 "Term" means the Term commencing on the Commencement Date and ending on completion of the Services

2. APPOINTMENT

- 2.1 The Order constitutes an offer by the Client to purchase Services and Goods in accordance with these Terms and Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("Commencement Date"). Such acceptance includes the initiation of the project works.
- 2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that

it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.

- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services and Goods described in them. They shall not form part of the Contract or have any contractual force.

3. THIS AGREEMENT

- 3.1 Subject to clause 3.2, this Agreement supersedes all previous agreements and arrangements (if any) between the Company and the Client relating to the provision of the Services and / or Goods to the Client (which shall be deemed to have terminated by mutual consent) and shall have effect from the Commencement Date.
- 3.2 This clause 3 shall not supersede any confidentiality agreement entered into between the parties if the terms of such earlier confidentiality agreements are consistent with the confidentiality obligations set out in this Agreement.
- 3.3 The Company represents and warrants to the Client that by virtue of entering into this Agreement the Company is not and will not be in breach of any express or implied obligation to any third party binding on it.

4. DURATION

Subject to the other provisions of this Agreement, the Appointment shall be for the Term.

5. SERVICES & GOODS

- 5.1 The agreement covers the provision of all goods and/or services supplied to the Client and supersedes any previous agreements and may not be modified or varied unless agreed in writing by the Company's management.
- 5.2 The Company shall supply the Services and / or Goods as outlined in the agreed accompanying Schedule or Proposal / Quote.
- 5.3 Any risk associated with any goods and / or services passes to the Client on delivery / collection.
- 5.4 The services may be provided by a Consultant who may be an employee of the Company or a self-employed person or a sub-contractor or an employee of a third party with whom the Company has an appropriate contract or sub-contract.
 - (a) In the event that a Consultant needs to be replaced for any reason during the Term, the Company shall replace the Consultant with another person of similar calibre, knowledge, skills and experience and shall ensure the project is not negatively affected by any change in staff.
 - (b) Any Consultant shall not be deemed in any way to be an employee of the Client. The Company shall

be solely responsible for all payments to the Consultant or his or her employer.

- 5.5 The Company shall indemnify and hold the Client harmless in respect of any obligations to pay income tax and national insurance contributions to the Inland Revenue.
- 5.6 All works will be conducted and managed by the Company at its offices, unless otherwise agreed. Whilst the Consultants are at the Client's premises, the Company shall procure that they comply with all instructions from the Client relating to health and safety or security.
- 5.7 The Company shall procure that any prolonged Term of absence taken by the Consultant, apart from reasons of sickness, shall only be taken with the prior approval of the Company and if deemed necessary by the Company shall be notified to the Client and managed to prevent any adverse effect on the provision of the Services.
- 5.8 The Company shall devote to its obligations in this Agreement such of its time, attention and skill as may be necessary for the proper performance of its obligations, and shall procure that the Consultant shall devote to its obligations in this Agreement such of its time, attention and skill as may be necessary for the proper performance of its obligations.
- 5.9 The Company warrants and undertakes to the Client that:
 - (a) the Company and the Consultant have the necessary skill and expertise to provide the Services set out in this Agreement and for the avoidance of doubt agrees that the warranty in this sub-clause does not negate or vary its obligations to the Client under the Supply of Goods and Services Act 1982 (as amended);
 - (b) the Company shall comply with all relevant legislation;
 - (c) the Company will provide independent and unbiased advice to the Client;
 - (d) the materials produced by the Company and the Consultant will, so far as they do not comprise pre-existing material originating from the Client, be original works of authorship and the use or possession thereof by the Client will not subject the Client to any claim for infringement of any proprietary rights of any third party;
 - (e) the Services will be provided in a timely and professional manner and with reasonable skill and care;
 - (f) no announcement or publicity concerning this Agreement shall be made by the Company or the Consultant without the prior written consent of the Client;
 - (g) the Company has in effect and will maintain in effect during the continuance of this Agreement, professional indemnity insurance and will not do or omit to do anything whereby such insurance may be vitiated either in whole or part.

- 5.10 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Client Default"):

- (a) the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Company's performance of any of its obligations;
- (b) the Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly from the Client's failure or delay to perform any of its obligations as set out in this clause 5; and
- (c) the Client shall reimburse the Company on written demand for the costs or losses sustained or incurred by the Company and proven by the Company as arisen directly from the Client Default.

6. FEES

- 6.1 The fees to be paid by the Client to the Company for the Goods and / or Service are as set out in the agreed proposal / quote and in Schedule 1 as appropriate.
- 6.2 The Consultant rates in Schedule 1 shall not increase during the Term without prior written agreement with the Client.
- 6.3 The Company will make its best endeavours to ensure any estimates based on time per activity are honoured but notwithstanding that these could be subject to change; due to the quality and volume of data, timeliness of provision of data and prerequisite information, and all other impacting factors. Where this results in additional time taken by the Company not previously anticipated, it will be charged at the rates outlined in Schedule 1.

7. PAYMENT

- 7.1 Any prices quoted in sales or marketing materials or in any conversations with the Company staff are subject to written confirmation from the Company. Any prices quoted are exclusive of VAT which will be chargeable at the rate fixed in writing by legislation at the date of supply.
- 7.2 The Company shall submit monthly invoices to the Client for time worked by any Consultant. Such monthly invoices shall list the time separately for each Consultant. VAT invoices shall be addressed to the Client at the address at the top of this Agreement.
- 7.3 Unless otherwise confirmed in writing by the Company, all invoices are due for payment in full within 30 days of the invoice. The payment date will be stated clearly on the Company invoice. The Company may at their sole discretion and without obligation extend the payment date.

- 7.4 If any amount of the invoice is disputed by the Client, the Client shall inform the Company of the grounds for dispute within 10 days of the invoice date and shall pay the Company the total invoice value in accordance with these payment terms. Once any dispute is resolved the Company will either retain or refund the funds that were disputed.
- 7.5 The Company reserves the right to charge interest on any invoices which remain unpaid beyond the due date at the rate of 8% per annum above the base rate from National Westminster Bank from the due date until payment has been received in full.
- 7.6 The Company always uses its best endeavours to ensure our costs are proposed and invoiced accurately to reflect the work requested and delivered. However, due to the nature and complexity of the works, there may be instances where a pricing error has occurred. Where such errors are identified the Company will notify the Client and rectify any such errors without delay.
- 7.7 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding.

8. EXPENSES

- 8.1 The Client shall be liable to reimburse the Company for expenses incurred by a Consultant in direct connection with the Services provided:
- (a) prior approval of such expenses has been given by the Client and
 - (b) the Company has provided to the Client an approved expense report with receipts (or copies thereof) evidencing such expenses where applicable.
- 8.2 Unless otherwise agreed in writing, the Client will reimburse the Company for all time spent travelling and any out-of-pocket expenses incurred.

9. CONFIDENTIALITY

- 9.1. During this Agreement, the Client or its Affiliate Companies may disclose to the Consultant information or the Consultant may gain information while visiting the Client or its Affiliate Companies premises including without limitation technical, marketing, financial and commercial information relating to the products or business affairs of the Client or its Affiliate Companies and any copies of such ("Client Information"). The Company undertakes that, during this Agreement and after its expiry or termination, its Consultant and its employees:
- (a) shall keep the Client Information confidential;
 - (b) shall only disclose the Client Information to those of its employees as strictly necessary to perform the Company's obligations under this Agreement;
 - (c) shall not disclose the Client Information to any third party without obtaining the prior written consent of the Client;
 - (d) shall not use the Client Information for any

- purposes other than in connection with the provision of the Services; and
 - (e) at any time upon the written request from the Client, will return all Client Information to the Client.
- 9.2. The obligations of confidentiality set out in 9.1 shall not extend to:
- (a) information which is now or hereafter comes into the public domain other than through the default of the Consultants or the Company;
 - (b) information which the Consultant or Company learns or has learned from a third party acting in good faith who has not derived the same directly or indirectly from the Client or its Affiliate Companies;
 - (c) any disclosure properly required by any governmental, supra-national or other competent court or authority in which case the Company shall promptly notify the Client of the facts relating to the disclosure.
- 9.3. The Company shall procure that the Consultant agrees to be bound by confidentiality clauses equivalent to this clause 9. The Company undertakes to indemnify the Client in respect of any breach by the Consultant of such confidentiality obligations.

10. INTELLECTUAL PROPERTY

- 10.1 The Company shall be entitled to use all Intellectual Property Rights, owned by the Client only to the extent necessary for the purposes of fulfilling its obligations under this Agreement. Upon expiry or termination of this Agreement for any reason, the Company's right to use such Intellectual Property Rights shall terminate immediately.
- 10.2 If the Company or any of its employees, agents or sub-contractors including the Consultant shall during its appointment under this Agreement make or create any works or information or make any discovery or invention, or other Intellectual Property Rights it shall promptly disclose full details thereof to the Client and shall, at the request of the Client, promptly deliver, or procure their delivery, to the Client.
- 10.3 The Company assigns with full title guarantee, free from all encumbrances, all Intellectual Property Rights, including, but not limited to those in all records, models, prototypes, designs, drawings, computer programmes, artwork, documents, papers and other materials and works (whether literary, dramatic, musical, artistic or otherwise), including copies and summaries thereof made or acquired by the Company in any part of the world whether now known or in the future created in the course of and/or for the purpose of performing the Services (hereinafter collectively referred to as the "Materials") to the Client.
- 10.4 The Company retains the rights to any of its materials including templates, frameworks, spreadsheets, data tracking material etc. which

may be shared and / or utilised with the Client throughout the life of the project.

- 10.5 The Company shall procure that any of its employees, agents or sub-contractors, including the Consultant, involved in the creation or preparation of any Materials waives all moral rights, (within the meaning of the Copyright, Designs and Patents Act 1988) to the Intellectual Property Rights assigned under clause 10.3 above.
- 10.6 The Company shall and procure that any of its employees, agents or sub-contractors including the Consultant shall from time to time upon the request and at the expense of the Client, execute any additional documents and do any other acts or things which may reasonably be required to effect the purposes of this Agreement.
- 10.7 Upon request by the Client, and in any event upon the expiration or termination of this Agreement, the Company shall at the Client's expense promptly deliver to the Client all copies of the Materials then in the Company's custody, control or possession.
- 10.8 In the event that the Consultant is not an employee of the Company, then the Company shall ensure that the terms of the Agreement between the Company and the Consultant, and/or his/her employer, shall include the necessary terms to give full legal effect to the above clauses 10.1 to 10.6.
- 10.9 This clause survives expiry or termination of this Agreement

11. LIABILITY OF THE COMPANY

- 11.1. The Company shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.
- 11.2. The Company's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the contract and proposed works.
- 11.3. Without limiting or reducing the obligations of the Company, as set out in the above sub-clauses of this clause, the Company is obliged to maintain, at its own cost and expense, sufficient insurances to cover its liabilities, including but not limited to general liability insurance and employer's liability insurance.
- 11.4. This clause survives expiry or termination of this Agreement.

12. FORCE MAJEURE

It is understood and agreed by the Company and the Client that in the event that any act of government, war conditions, fires, explosions, floods, strikes, typhoons or any other act or occurrence of whatever nature, beyond the control of either party (but excluding industrial action or

strikes by employees of either party), shall prevent or delay compliance with the terms and conditions of this Agreement, then such failure or delay in compliance by such party shall be excused.

13. TERMINATION

- 13.1. This Agreement may be terminated immediately by either party on giving notice in writing to the other if:
 - (a) the other party shall have a receiver or administrative receiver appointed or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business; or
 - (b) the other party is in material breach of the terms of this Agreement and has failed to rectify such breach (in the case of a breach capable of being remedied) within 30 days of receiving a written notice requiring it to do so; or
 - (c) the other party repetitively breaches provisions of this Agreement despite a prior written notice from the non-breaching party advising such other breaching party of the repetitive breaches and potential termination.
- 13.2. The Client shall have the right to terminate this Agreement on three months written notice to the Company. In such an event, the Client shall pay the Company, on a *pro-rata* basis, any monies committed to the date of termination. If any monies have been paid in advance, the Company shall refund the Client, on a *pro-rata* basis, for any work not done to the date of termination. Such a refund shall be made to the Client within six weeks following the date of termination.
- 13.3. The Company shall have the right to terminate this Agreement on three months written notice to the Client. In such an event, the Client shall pay the Company, on a *pro-rata* basis, any monies committed to the date of termination. If any monies have been paid in advance, the Company shall refund the Client, on a *pro-rata* basis, for any work not done to the date of termination. Such a refund shall be made to the Client within six weeks following the date of termination.
- 13.4. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 13.5. In view of the nature of this service, any order – once confirmed by the Client is not cancellable. Solely at the discretion of the Company, cancellation will only be accepted by the Company on the condition that any costs, charges and

expenses already incurred, including any charges that will be levied to the Company will be reimbursed to the Company forthwith in full.

- 13.6 On termination of the Contract for any reason:
- (a) the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt;
 - (b) clauses which expressly or by implication survive termination shall continue in full force and effect.

14. CHOICE OF LAW AND FORUM

- 14.1. This Agreement shall be governed and constructed in accordance with the laws of England.
- 14.2. Any dispute arising out of or in connection with these terms and Conditions and the Contracts, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

15. GENERAL

- 15.1. Nothing in this Agreement shall constitute or be deemed to constitute the creation of a partnership, agency, or employer/employee relationship between the parties.
- 15.2. Any notice shall be duly served hereunder if sent by registered mail with written proof of delivery to the Company or the Client as the case may be at their respective registered office.
- 15.3. No variation or amendment to this Agreement shall be made except in writing and signed by the authorised representatives of the parties.
- 15.4. Failure or neglect by either party to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of that party's rights nor in any way affect the validity of the whole or any part of this Agreement nor prejudice that party's rights to take subsequent action.
- 15.5. If any provision of this Agreement shall for any reason be invalid or unenforceable, the remainder of this Agreement shall remain in force.
- 15.6. The Company shall not be entitled to assign or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the Client. The Client may assign to any of its Affiliate Companies all or part of its rights and obligations under this Agreement without the consent of the Company or the Consultant.
- 15.7. The Client Affiliate Companies may in their own right enforce the provisions of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999 ("the Act") which shall apply to this Agreement, except that the Company and the

Client may vary or rescind this Agreement without the consent of any such Affiliate Company, who shall have no rights in that respect. Without prejudice to any right or remedy apart from the Act, save as aforesaid, a person who is not a party to this Agreement has no right under the Act to enforce any term of this Agreement.

- 15.8 No amendment to or variation of these Terms and Conditions shall be effective unless confirmed by a senior manager in writing.

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