

## **CELENTYX STANDARD TERMS AND CONDITIONS**

Unless otherwise agreed, the following terms and conditions will apply to all Services provided by Celentyx.

### **1. Appointment**

1.1 Celentyx and Client agree to the provision of Services by Celentyx on the following terms and conditions.

### **2. Definitions**

2.1 "Affiliate" means an entity that, directly or indirectly, controls, is controlled by, or is under common control with a Party to this Agreement, but only for so long as such control exists, and where "control" shall mean ownership of more than 50% of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body.

2.2 "Celentyx" means Celentyx Limited, a company registered in England with the registration number 05304904.

2.3 "the Client" means the person, firm, company or other body to whom Celentyx shall provide the Services.

2.4 "Client Materials" and "Client Information" means any materials and information, respectively, to be provided by the Client to Celentyx as necessary to allow Celentyx to provide the Services.

2.5 "Confidential Information" shall mean any and all confidential information disclosed by one party to the other in connection with this Agreement, directly or indirectly, whether disclosed orally, visually, in writing or in any tangible or electronic form or media.

2.6 "Fees" means the fees to be charged by Celentyx for the provision of the Services as set out in this Agreement.

2.7 "IP" means all intellectual property rights, including but not limited to all confidential information, know-how, patents, patent applications, rights to inventions, copyright and methodologies.

2.8 "Methods" means standard operating procedures or protocols developed by Celentyx during the preparation or analysis of the Services.

2.9 "Services" means the services to be delivered by Celentyx to the Client as set out in this Agreement.

### **3. Delivery Of Services**

3.1 Celentyx shall use reasonable efforts to deliver the Services but makes no guarantee the Services can be successfully completed.

3.2 Celentyx may use sub-contractors (including its Affiliates) to deliver the Services.

3.3 The Services may only be changed by agreement in writing by the parties. Such agreement shall include a change to the agreed Fees and any timelines where appropriate.

3.4 Time for performance of the Services is not of the essence.

#### 4. Primary Obligations Of The Client

4.1 The Client shall promptly provide the Client Materials and Client Information and additional information required by Celentyx to deliver the Services.

#### 5. Materials

5.1 All Client Materials and Client Information are and shall remain the Client's property.

5.2 Upon completion of the Services, and at the cost of the Client, Celentyx shall return or, if requested by the Client, dispose of all and any unused Client Materials.

#### 6. IP

6.1 The Client hereby grants Celentyx a non-exclusive licence to use the Client Materials and Client Information for the sole purpose of delivering the Services.

6.2 All and any IP owned or controlled by a Party prior to this Agreement shall remain vested in such Party.

6.3 New IP created by Celentyx in the course of the execution of the Services (except as covered in 6.4) shall be owned by the client

6.4 New IP created by Celentyx solely in the course of the execution of the Services and relating to Methods shall be owned by Celentyx.

#### 7. Confidentiality

7.1 During the provision of the Services, and for a period of five (5) years thereafter, a party receiving Confidential Information ("Receiving Party") will maintain all Confidential Information as confidential disclosed to it by a disclosing party ("Disclosing Party") and will not disclose any such Confidential Information to any third party or use such Confidential Information for any purpose except (a) as expressly authorised by this Agreement, or (b) to its Affiliate(s), employees, agents, consultants and other representatives who have a need to know such Confidential Information so that the Receiving Party may fulfil its obligations hereunder, and who are bound by obligations of confidentiality no less onerous than those as set out herein. The Receiving Party will use at least a reasonable standard of care to protect the Disclosing Party's Confidential Information, and ensure its Affiliate(s), employees, agents, consultants and other representatives do not disclose or make any unauthorised use of such Confidential Information.

7.2 The obligations in Clause 7.1 shall not apply to Confidential Information that the Receiving Party can prove by written record is: (a) is, through no act or failure to act on the part of the Receiving Party, generally known or available; (b) known by the Receiving Party at the time of receiving such Confidential Information, except through prior disclosure by the Disclosing Party; or (c) hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on its disclosure.

7.3 The Receiving Party shall be permitted to disclose Confidential Information to the extent required to do so by law, by any governmental or regulatory authority, the rules of any relevant stock exchange, or by an order of a court of competent jurisdiction in each case provided the Receiving Party

(i) uses its reasonable efforts to limit such disclosure only to the extent required; and (ii) to the extent that it is legally permitted to do so, gives the Disclosing Party as much notice as possible to allow the other Receiving Party the opportunity to make representations to the relevant court or authority.

## 8. Payment

8.1 The Client shall pay the Fees within thirty (30) days of the date of Celentyx's invoice.

8.2 All Fees are quoted exclusive of VAT or other sales tax, which shall be due and payable where applicable.

8.3 Any Fees due which are not paid in accordance with Clause 8.1 shall also incur an interest payment payable by the Client to Celentyx, at the rate of three percent (3%) over the prevailing Barclays United Kingdom base rate calculated from the published rate on the last day of the month immediately preceding the month in which such a balance is due.

8.4 In the event that the order provides for staged payment, Celentyx shall have the right in the event of failure of the Client to make payment of any instalment, to suspend provision of the Services until the instalment has been paid.

## 9. Warranties and Disclaimers

9.1 Celentyx warrants that the Services shall be performed in a competent and professional manner and in accordance with all applicable laws and regulations.

9.2 Celentyx makes no representations or warranties, express or implied, regarding any of Celentyx's IP and/or the Methods including without limitation, any representation or warranty regarding validity, enforceability, merchantability, fitness for a particular purpose or non-infringement of third party rights.

9.3 All deliverables under this Agreement are provided by Celentyx "as is".

9.4 NEITHER PARTY HERETO WILL BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR THE EXERCISE OF ITS RIGHTS HEREUNDER, INCLUDING LOST PROFITS, REGARDLESS OF ANY AWARENESS OF SUCH DAMAGES.

9.5 In no event, except for instances of fraud, shall Celentyx have any liability to the Client in connection with this Agreement or the subject matter hereof (whether such liability arises in contract, tort (including negligence), breach of statutory duty or otherwise) in excess of the Fees.

9.6 Celentyx shall not be liable for any loss or damage caused to the Client's Materials whilst in transit, possession or otherwise, unless due to the negligence or wilful misconduct of Celentyx.

9.7 Each party (an "Indemnifying Party") shall indemnify, defend and hold the other party and its Affiliates and employees (an "Indemnitee") harmless from and against any losses, expenses, damages and settlements (each, a "Loss") incurred as a result of a third party claim, suit or action (each, a "Claim") arising out of (a) the misuse of the Indemnitee's Confidential Information; and (b) the negligence or wilful misconduct of the Indemnifying party; provided, however, that the Indemnifying Party's obligation under this Clause 9.7 shall not apply to the extent such Loss is incurred as a result of (a) the Indemnitee's failure to comply with the terms of this Agreement or any applicable law, rule or

regulation; and/or (b) the negligence or wilful misconduct of the Indemnitee. For clarity, Celentyx's maximum liability is under this Clause 9.7 is as set out in Clause 9.5.

## 10. Termination

10.1 Either party may terminate this Agreement if the other party is in material breach of its commitments and such breach is not remedied within a period of 30 days from the date of written notice of the breach.

10.2 Either party may terminate this Agreement if the other has a receiver or administrator appointed, goes into liquidation or becomes bankrupt or insolvent.

10.3 Upon termination of this Agreement by Celentyx, without exception to any other rights, the Client shall pay all Fees due and non-cancellable commitments to Celentyx.

10.4 Termination shall not prejudice the accrued rights of the parties, nor affect the continuation of any Clauses which are stated, or by their nature are intended to continue after termination, including without limitation, Clauses 2, 6, 7, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 10.3, 10.4 and 12.5.

## 11. Force Majeure

11.1 No party shall be in breach of this Agreement to the extent that it or its sub-contractors are prevented, hindered or delayed in the performance or observance of its obligations by reasons of any event that is beyond its reasonable control, including industrial action, strikes, lock-outs and inability to obtain supplies. If such an event shall occur and continue for more than 60 days, then the affected party may terminate this Agreement.

## 12. General

12.1 The terms of this Agreement shall be the sole contractual terms between the parties for the Services and supersede all other prior understandings, promises or other commitments with respect to the subject matter herein.

12.2 No variation to this Agreement may be made without the express written consent of both parties.

12.3 Without prejudice to Celentyx's right to sub-contract its commitments neither party may assign its obligations under this Agreement without the prior written consent of the other party.

12.4 No one other than a party to this Agreement shall have any right to enforce any of its terms.

12.5 The terms of this Agreement and its performance shall be governed by English law and any dispute shall be decided by the exclusive jurisdiction of the English courts.

12.6 The Client shall not induce, solicit, interfere or entice away or attempt to persuade any employee from Celentyx to leave employment or engagement by Celentyx or offer employment or engagement to an employee of Celentyx for the duration of the Services and for 1 year following completion of the Services.

6<sup>th</sup> February 2020