

ARCINOVA TERMS OF SUPPLY

1. INTERPRETATION

Certain words and expressions used in, and principles of interpretation applicable to, these terms are defined or set out in Appendix 1 (Definitions).

2. PROPOSAL

- 2.1 Arcinova shall provide the Services to the Customer in accordance with the terms and conditions of this Agreement.
- 2.2 Once a Proposal has been agreed, the Customer shall place an Order for the Services in accordance with Clause 3 (Orders). Arcinova shall provide the Services from the date specified in the Proposal

3. ORDERS

- 3.1 The Order constitutes an offer by the Customer in the form of a purchase order from the Customer or the provision by the Customer of a signed Proposal, confirming the Customer's intention to purchase Services in accordance with this Agreement.
- 3.2 No Orders shall be binding on Arcinova unless accepted by Arcinova. Provided that Clause 3.1 is complied with, Orders shall only be deemed to be accepted when:
 - 3.2.1 the Customer provides Arcinova with a purchase order for the Services; and
 - 3.2.2 Arcinova issues the Customer with written acceptance of the Order.
- 3.3 Any Proposal given by Arcinova shall not constitute an offer and is only valid for a period of thirty (30) days from its date of issue unless Arcinova agrees otherwise in writing.
- 3.4 Arcinova is prepared to provide the Services on these terms and conditions only, to the exclusion of all other terms and conditions which the Customer purports to apply, whether in a purchase order or otherwise, which are hereby rejected or shall (as appropriate) be excluded from this Agreement.

4. ARCINOVA'S RESPONSIBILITIES

4.1 Standards

- 4.1.1 Subject to Clause 4.1.2, Arcinova shall use its reasonable endeavours to supply the Services, and to deliver the Deliverables in accordance with this Agreement and Good Industry Practice.
- 4.1.2 The Customer acknowledges that, having regard to the fact that the work to be performed hereunder is by its nature exploratory or developmental, Arcinova does not guarantee to the Customer the achievement of a successful outcome in the performance of the Services.
- 4.1.3 Arcinova is discharged from performing this Agreement where, to the extent and for so long as Arcinova has been provided with inaccurate, incomplete or misleading information or any of the Assumptions are incorrect.

4.2 Time for performance

Unless otherwise stated in writing by Arcinova, all dates or other times for performance of the Services stated in the Proposal are estimates only.

4.3 Manner of performance

Arcinova is entitled to determine the way the Services are performed.

4.4 Defective Services

- 4.4.1 If the Customer can demonstrate that the Services and/or Deliverables do not comply with the requirements of Clause 4.2 (Standards) in all material respects, Arcinova shall at its option and within a reasonable time:
 - (a) re-perform the portion of the Services which are non-compliant within a reasonable period of time; or
 - (b) refund the Charges paid by the Customer for the portion of the Services which are non-compliant.
- 4.4.2 The foregoing provisions of this Clause 4.6 (Defective Services) are the Customer's only remedy in respect of a breach of Clause 4.2 (Standards) or otherwise in respect of the provision of the Services by Arcinova.
- 4.4.3 The Customer may reject the Services and/or Deliverables delivered to it provided that:

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- (a) notice of rejection is given in writing to Arcinova within five (5) Business Days of the date of delivery.
- 4.4.4 Arcinova shall not be liable if the Deliverables do not comply with this Agreement in any material respect in any of the following circumstances:

- (a) the Customer makes any use of the Deliverables after giving notice in accordance with Clause 4.4.3(a);
- (b) the Customer alters the Deliverables without the written consent of Arcinova; or
- (c) the Deliverables differ from their description in the Proposal because of changes made to ensure they comply with applicable statutory or regulatory requirements including, if relevant, GxP.

Subject always to Clause 14 (Limitation of Liability) , the Customer acknowledges and agrees that the Deliverables have been produced solely for the benefit of the Customer and in order to comply with this Agreement. Arcinova shall have no liability for use by any third party of the Deliverables or reliance thereon by any third party.

4.5 GxP

Where stated in the Proposal that Arcinova is required to perform the Services in accordance with GxP, Arcinova shall:

- (a) carry out all obligations in accordance with GCP, GLP and GMP as noted in the Proposal;
- (b) comply with the Quality Agreement;
- (c) complete and maintain any documentation relating to the Services which evidence compliance with GxP in accordance with applicable law.

5. CUSTOMER'S OBLIGATIONS

5.1 General

The Customer shall provide Arcinova with:

- (a) access to, or the use of, all Customer Supplied Materials and the Technical Package (as applicable) together with all systems, data, information and other assets required by Arcinova to perform the Services as soon as reasonably practicable after receiving the request;
- (b) provide Arcinova with all information and data relating to the safety and safe usage of any Customer Supplied Materials used in the Services and in particular all relevant preclinical, clinical and pharmacovigilance information and data, which it has in its possession that relates to or may affect the Services and/or the health and safety of any individual. Where Customer becomes aware of any emerging safety data regarding the Customer -Supplied Materials or otherwise affecting the Services, Customer shall notify Arcinova without undue delay.

5.2 Supply of Materials and Information

5.2.1 The Customer shall, and shall procure that its employees, contractors, agents and customers shall:

- (a) provide the materials identified in the Proposal in such quantities required by Arcinova to perform the Services in accordance with Incoterms® 2020 DDP Arcinova's facility (**Customer Supplied Materials**);
- (b) not less than ten (10) days prior to the start date of the Services identified in the Proposal supply a material safety data sheet in respect of the Customer Supplied Materials;
- (c) for the duration of this Agreement provide Arcinova with any information necessary in order for Arcinova to follow safe handling, use, storage, transportation and disposal practices in relation to the Customer Supplied Materials; and
- (d) supply Arcinova with the Technical Package in accordance with the timescales set out in the Proposal.

5.2.2 The Customer warrants and represents that:

- (a) the Customer Supplied Materials are in all material respects the same as the materials that the Customer will use in the process for manufacture of products described in the Technical Package;

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- (b) the Customer Supplied Materials conform to the relevant specification;
 - (c) all information provided by the Customer (including the Technical Package and the material safety data sheet supplied pursuant to Clause 5.2.1 in respect of the Customer Supplied Materials) is up to date, complete and accurate; and
 - (d) the Technical Package and the Customer Supplied Materials do not infringe the Intellectual Property Rights of any third party.
- 5.2.3 Title and risk of loss to Customer Supplied Materials supplied by or on behalf of Customer shall remain with Customer while such items are in the possession of Arcinova and during any transportation. Unless otherwise agreed in writing by the parties, any Customer Supplied Materials remaining on completion of the Services shall be stored by Arcinova for a period of three (3) months (**Customer Supplied Materials Storage Period**).
- 5.2.4 Following the expiry of the Customer Supplied Materials Storage Period, the remaining Customer Supplied Materials shall be:
- (a) disposed of by Arcinova; or
 - (b) if requested in writing by the Customer during the Customer Supplied Materials Storage Period, returned to the Customer or stored by Arcinova, in each case at the Customer's cost (as set out in the Proposal) or as otherwise agreed by Arcinova ,
- except that Arcinova shall be entitled to retain such samples of the Customer Supplied Materials as Arcinova may reasonably require (and at its own cost) to comply with any applicable statutory or other requirement specified by its Regulator including under GxP.
- 5.2.5 Subject to Clause 6.2, Arcinova shall be discharged from performing its obligations under this Agreement if the Customer does not supply the Customer Supplied Materials in accordance with the Proposal.

5.3 Customer Default

If Arcinova's performance of any of its obligations under this Agreement is prevented, delayed or hindered by any act or omission by the Customer or failure by the Customer to perform any relevant obligation including, without limitation, any delay, failure or defect in the Customer Supplied Materials and/or any Technical Package (**Customer Default**):

- (a) Arcinova shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents, delays or hinders Arcinova's performance of any of its obligations;
- (b) Arcinova shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Arcinova's failure, delay or hindrance in performing any of its obligations as set out in this Clause 0; and the Customer shall reimburse Arcinova on written demand for any costs or losses sustained or incurred by Arcinova arising directly or indirectly from the Customer Default.

5.4 Cancellation & Rescheduling

- 5.4.1 If any Services are cancelled, Customer will be charged for all work already completed and any third-party costs incurred as a result of the cancellation.
- 5.4.2 Delay includes postponement or rescheduling of reserved development or manufacturing resources caused by Customer's decision, act or omission or due to any delay in approving the Services by any Regulatory Authority.
- 5.4.3 Customer may cancel or delay their development or manufacturing resources at any time on written notice, subject to payment of the relevant cancellation and rescheduling fee set out in the remainder of this Clause.
- 5.4.4 Customer will be charged for any development activities scheduled for the 30 days following cancellation or delay.
- 5.4.5 Customer will be charged in respect of any manufacturing activities as follows:

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- (a) For delays confirmed more than 60 days ahead of the start date of manufacture, a fee will not be applicable.
- (b) For delays confirmed within 31 – 60 days of the start date of manufacture, Customer agrees to pay 50% of the relevant cancellation and rescheduling fee in the Proposal.
- (c) For delays confirmed within 30 days of the start date of manufacture, Customer agrees to pay 100% of the relevant cancellation and rescheduling fee in the Proposal.
- (d) If Client elects to cancel their reserved slot within 60 days of the start date of manufacture, Customer agrees to pay to Arcinova 100% of the relevant cancellation and rescheduling fee in the Proposal.

6. SAFETY

- 6.1 Arcinova and the Customer shall inform each other of all safety hazards which either party knows or believes to impact the:
 - a) use, handling, storage, labelling, transport, treatment or disposal of the Deliverables and Customer Supplied Materials (as applicable); or
 - b) the performance of the Services.
- 6.2 The parties shall ensure that the Deliverables and Customer Supplied Materials (as applicable) are handled in accordance with the special handling procedures required for such Deliverables and Customer Supplied Materials.
- 6.3 Each party will ensure that the Deliverables and Customer Supplied Materials it delivers to the other are at all times:
 - a) safe, packaged and labelled so as to prevent any health risk to persons, property or the environment; and
 - b) if relevant, properly marked with the appropriate internationally recognised danger symbols and prominent hazard warnings.

7. DELIVERY OF TANGIBLE DELIVERABLES

Delivery of tangible Deliverables (such as drugs or samples) shall be Incoterms® 2020 ExW Arcinova's facility, unless otherwise stated in writing in the Proposal.

8. CHARGES

- 8.1 Customer will pay for all Services, pass-through costs and other correctly invoiced items within thirty (30) days of invoice date. All payments will be made in the currency noted in the Proposal. All fees for Services and pass-through costs are exclusive of VAT (including non-refundable VAT), local taxes, charges or remittance fees, for which Customer will be additionally liable where applicable.
- 8.2 In the event undisputed invoiced amounts are not paid to Arcinova under the timeframe set out in Clause 8.1 Arcinova reserves the right to (i) charge interest against any unpaid overdue balance at one percent per month; and/or (ii) suspend performance of the Services until the overdue amounts are paid.
- 8.3 In the event disputed invoiced amounts have not been resolved within forty-five (45) days of the notification of the dispute Arcinova reserves the right to suspend performance of the Services until such time that the dispute is resolved.
- 8.4 Arcinova shall be entitled to reimbursement from Customer for all expenses (including attorneys' fees and court costs) incurred by Arcinova with respect to collection of overdue invoices or any unpaid amounts owed to Arcinova by Client. Should the Customer disagree with the accuracy of an invoice the Customer shall notify Arcinova of such inaccuracy within ten (10) working days of receipt of the invoice. The Customer agrees to pay the amounts for any items not in dispute and agrees not to unreasonably withhold payment.
- 8.5 Arcinova's base currency is GBP. Where Customer requests the project budget in another currency the exchange rate used to calculate the budget will be specified in the Proposal (the "Reference Exchange Rate"). If a movement in exchange rates occurs (as shown at www.xe.com) of greater than 5% from the Reference Exchange Rate during the term of the project, Arcinova reserves the right to re-calculate any project milestones yet to be invoiced based upon the prevailing exchange rates.

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9. CHANGE ORDERS

- 9.1 If either party wishes to change the scope or execution of the Services or any Deliverables, it shall submit details of the requested change to the other party in writing and the receiving party shall not unreasonably withhold or delay its consent to the change.
- 9.2 If either party notifies the other of a proposed change to the scope or execution of the Services or any Deliverables, Arcinova shall, within a reasonable time, provide a written Change Order to the Customer with details of:
- a) the likely time required to implement the changes;
 - b) any necessary variations to the Charges arising from the changes; and
 - c) any other impact of the change on this Agreement.
- 9.3 If the Customer wishes Arcinova to proceed with the change, no Change Order shall be effective unless and until the parties have agreed the necessary variations to the Charges, the Services and any other relevant terms of this Agreement to take account of the change.
- 9.4 Notwithstanding Clause 9.3, Arcinova may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature or scope of the Services or the Charges.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Background Intellectual Property is and shall remain the exclusive property of the party owning it (or where applicable the third party from whom its right to use the Background Intellectual Property has derived).
- 10.2 No party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any Background Intellectual Property of the other party except under the terms of this Agreement and each party acknowledges that nothing contained in this Agreement shall give it any such right, title or interest.
- 10.3 So far as it is able to do so, the Customer shall grant to Arcinova a non-exclusive, royalty free, worldwide, perpetual licence to use the Customer's Background Intellectual Property strictly insofar as is necessary to enable Arcinova to carry out its obligations under this Agreement.
- 10.4 Arcinova agrees that it will not use the Customer's Background Intellectual Property for any purpose other than the performance of its obligations under this Agreement.
- 10.5 Without prejudice to Clause 10.1 - 10.4, New Intellectual Property is hereby assigned to:
- a) the Customer (if, and to the extent that, such New Intellectual Property relates solely to the Services); and
 - b) to Arcinova otherwise.
- 10.6 To the extent that the Customer owns any New Intellectual Property under Clause a), the Customer grants to Arcinova a non-exclusive, royalty free, worldwide, perpetual and irrevocable licence to use any and all Intellectual Property Rights in the New Intellectual Property (with the right to grant sub-licenses) for the purpose of performing the Services.
- 10.7 Subject to Clause 10.8 all Intellectual Property Rights in the Deliverables shall be owned absolutely by the Customer.
- 10.8 Arcinova grants to the Customer a non-exclusive licence to use all Intellectual Property Rights in the Deliverables in connection with the application of the Technical Package provided that the Customer may not use such Intellectual Property Rights:
- a) for the purposes of providing a service to third parties which compete with the Services; or
 - b) to avoid engaging Arcinova to perform services similar to the Services in respect of any new project in the future.
- 10.9 Each party shall upon demand and at its own expense execute and register or procure to be executed and registered all further deeds, documents and do all acts and things as may be necessary or desirable to give effect to this Agreement or any document executed or to be delivered pursuant to it.
- 10.10 Neither Party may use the name of the other Party in any publication, advertising or news release without prior written approval

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- 10.11 Arcinova warrants to the Customer that the fulfilment of Arcinova's obligations under and in accordance with this Agreement, including but not limited to the provision of the Services and Deliverables will not, insofar as Arcinova is aware, infringe the Intellectual Property Rights of any third party at the time of delivery or performance.

11. CONFIDENTIALITY

- 11.1 Each party undertakes to the other in relation to the Confidential Information of the other:
- a) to keep confidential all Confidential Information;
 - b) not to disclose Confidential Information without the other's prior written consent to any other person except those of its employees who have a need to know the Confidential Information;
 - c) not to use Confidential Information except for the purposes of performing its obligations under this Agreement (and in particular not to use Confidential Information to obtain a commercial, trading or any other advantage); and
 - d) to keep separate from all other information all Confidential Information in its possession or control.
- 11.2 The provisions of Clause 11.1 shall not apply to Confidential Information to the extent that it is or was:
- a) already in the possession of the other free of any obligation of confidentiality on the date of its disclosure;
 - b) in the public domain other than as a result of a breach of this Clause 11;
 - c) required to be disclosed:
 - i. pursuant to applicable law, or the rules of any exchange on which the securities of a party are or are to be listed; or
 - ii. in connection with proceedings before a court of competent jurisdiction or under any court order or for the purpose of receiving legal advice, but only to the extent and for the purpose of that disclosure.
- 11.3 Each party acknowledges that Confidential Information is valuable and that damages might not be an adequate remedy for any breach of Clause 11.1 and accordingly a party will be entitled, without proof of special damage, to an injunction and other equitable relief for any actual or threatened breach of Clause 11.1.

12. TERM AND TERMINATION

- 12.1 This Agreement shall commence with effect from the Commencement Date and shall continue in full force and effect until the completion of the Services, unless it is terminated earlier in accordance with this Clause 12.
- 12.2 Arcinova may terminate this Agreement (without liability in relation to such termination) immediately on written notice to the Customer if:
- a) the material safety data sheet provided under Clause 5.2.1(b) gives rise to safety or regulatory issues which render the provision of the Services in Arcinova's sole discretion unsafe, contrary to applicable laws or not technically feasible;
 - b) at any time during the performance of the Services, Arcinova has significant safety concerns in relation to the performance of the Services;
 - c) the Technical Package or Customer Supplied Materials infringe or allegedly infringe the Intellectual Property Rights of any third party;
 - d) at any time during the term of this Agreement, Arcinova acting reasonably, believes that the Services may damage any equipment of Arcinova; and
 - e) at any time during the term of this Agreement, Arcinova believes acting reasonably, that the performance of the Services is not technically feasible or any of the Assumptions are incorrect.
- 12.3 Subject to Clause 12.2, Arcinova may by giving notice to the Customer terminate this Agreement as from the date of expiry of the notice if the Customer commits a breach of this Agreement which is not remedied within thirty (30) Business Days after Arcinova has given notice containing details of the breach, and requiring the breach to be remedied.
- 12.4 In respect of a failure by the Customer to pay the Charges on time, the period to which Clause 12.3 refers (for the purpose of remedying the breach) is ten (10) Business Days.
- 12.5 Either Party may terminate this Agreement immediately if an Insolvency Event occurs (or a Party reasonably believes that it will occur) in relation to the other Party.
- 12.6 Subject always to Clause 13.3, the Customer may terminate this Agreement on thirty (30) days' prior written notice to Arcinova.

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13. CONSEQUENCES OF TERMINATION

13.1 Termination of this Agreement does not affect:

- a) the rights or liabilities of the parties which have accrued on or before termination; and
- b) the continuance in force of Clauses 12 (Intellectual Property Rights) and 14 (Limitation of Liability) which survive termination of this Agreement; and
- c) All Charges which are outstanding on the date of termination shall become immediately due and payable, which, for the avoidance of doubt, includes any cancellation and rescheduling fees incurred in accordance with Clause 5.4.

13.2 Without prejudice to any other rights and remedies of Arcinova, if this Agreement is terminated pursuant to Clause 12.2, 12.3 or 12.5, the Customer shall pay all reasonable costs suffered or incurred by Arcinova, which are not covered by the Charges, in ceasing to provide the Services, removing data from its systems, changing the parameterisation of, and recoding of, Arcinova's systems.

13.3 Without prejudice to any other rights and remedies of Arcinova, if this Agreement is terminated pursuant to Clause 12.2, the Customer shall pay to Arcinova all Charges for work undertaken up to the date of termination, and any costs suffered or incurred in advance by Arcinova in anticipation of performing the remaining Services.

13.4 Without prejudice to any other rights and remedies of Arcinova, if this Agreement is terminated pursuant to Clause 14, Arcinova shall repay to the customer any monies held by Arcinova for un-performed Services at the date of termination, less any unavoidable costs or expenses which have already been incurred by Arcinova, which cannot reasonably be cancelled in relation to that portion of Services.

14. LIMITATION OF LIABILITY

14.1 Nothing in this Agreement shall exclude or restrict either Party's liability for death or personal injury caused by that Party's negligence, for intentional misconduct or fraudulent misrepresentation, or to the extent that any restriction or exclusion of liability is prohibited by applicable law. Without prejudice to the other provisions of this Clause 14, Arcinova's total aggregate liability arising out of or in connection with the Services whether arising from contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed the greater of:-

- a) an amount equal to the Charges paid and payable by the Customer to Arcinova under this Agreement; or
- b) one hundred thousand pounds (£100,000).

14.2 Arcinova shall have no liability to the Customer in respect of any and all Losses, howsoever caused, suffered or incurred by the Customer arising out of or in connection with the Customer Supplied Materials provided by the Customer to Arcinova for use in relation to the Services not being identical to the material used by the Customer to manufacture products under the process described in the Technical Package.

14.3 Except to the extent Arcinova may be liable to the Customer under this Agreement, the Customer agrees to indemnify Arcinova on demand against any Losses suffered or incurred by Arcinova towards a third party (including any claims from customers of the Customer) arising out of or in connection with the Services or the use of, or reliance on, the Deliverables by any third party and whether arising by reason of the negligence of Arcinova or otherwise.

14.4 The Customer shall indemnify Arcinova on demand against all Losses suffered or incurred by Arcinova arising out of or in connection with:

- a) any claim made against Arcinova for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the possession and/or use by Arcinova of the Customer Supplied Materials or the Technical Package; and
- b) any failure of the Customer Supplied Materials to comply with their relevant specifications;
- c) where the Services and/or Deliverables are intended to be dosed to humans, any claim made by a third party against Arcinova which relates to the administration and/or consumption of the Services and/or Deliverables, provided however, that Customer shall not be liable under this clause 15.5.3 for Losses to the extent these are directly caused by the failure of Arcinova or any subcontractors to comply with the Quality Agreement for the Services or to observe GMP.

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- 14.5 In no event shall Arcinova be liable, whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with this Agreement for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of damage to goodwill; and/or any indirect or consequential loss, regardless of whether the loss or damage would arise in the ordinary course of events, is reasonably foreseeable, is in the contemplation of the parties, or otherwise.
- 14.6 All warranties, representations, undertakings, guarantees, conditions or terms not set out in this Agreement, and which would otherwise be implied or incorporated into this Agreement by statute, common law or otherwise (other than as to statutory interest and title to Deliverables) are hereby excluded except to the extent they may not be excluded or limited by law.

15. DATA PROTECTION

Each of the Customer and Arcinova shall comply with all provisions of Data Protection Law when performing its obligations under this Agreement in each case so far as is applicable to the relevant party.

16. FORCE MAJEURE

Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by a Force Majeure Event and the time for performance of the obligation, the performance of which is affected by Force Majeure Event shall be extended accordingly.

17. GENERAL

- 17.1 This Agreement constitutes the entire agreement between the parties relating to its subject matter, and supersedes all representations, including all pre-contract misrepresentations and misstatements negligently or innocently made, agreements, negotiations or understandings between the parties (whether verbal or otherwise) relating to its subject matter.
- 17.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 17.3 An amendment to this Agreement is ineffective unless it is in writing, expressly purports to amend this Agreement and is signed by both parties.
- 17.4 Each of Arcinova and the Customer warrants to the other that it has full power and authority to enter into and perform its obligations under this Agreement.
- 17.5 The rights of the Customer under this Agreement are the Customer's only rights relating to the subject matter of this Agreement and are to the exclusion of any other rights of the Customer provided by law.
- 17.6 The Customer shall not without the prior written consent of the other assign, transfer, charge, dispose of, deal with or subcontract its rights or obligations under this Agreement. Arcinova may assign its rights under this Agreement, including the right to receive the whole or part of the Charges.
- 17.7 If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Proposal, the provisions of the Proposal shall prevail.
- 17.8 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with English law.
- 17.9 The courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes or claims (including non-contractual disputes or claims), which may arise out of or in connection with this Agreement.

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APPENDIX 1 DEFINITIONS

1. DEFINITIONS

1.1 Meanings

In this Agreement, unless the context otherwise requires, the following definitions apply:

Agreement	the contract between Arcinova and the Customer made by these terms and conditions of supply.
Arcinova	Arcinova is a trading name of: i) for services provided from our Alnwick site, Quotient Sciences (Alnwick) Limited with company number 09767194 and ii) for services supplied from our Reading site, Quotient Sciences Limited with company number 05221615, both registered in England and Wales with a registered office at Trent House, Mere Way, Ruddington Fields Business Park, Ruddington, Nottingham, NG11 6JS
Assumptions	the assumptions of Arcinova in respect of the Services as set out in the Proposal.
Business Day	Monday to Friday excluding public and bank holidays in England.
Background Intellectual Property	all Intellectual Property Rights owned or controlled by a party prior to the commencement of this Agreement, or which may be generated or acquired by the party concerned independently from the performance of this Agreement.
Charges	the charges, costs and expenses payable by the Customer under this Agreement, as agreed in writing by the parties in the Proposal.
Commencement Date	The date of the Customer's written acceptance of Arcinova's Proposal.
Confidential Information	in relation to the Customer or Arcinova all information and trade secrets relating to its business or customers which come into the possession of the other party pursuant to this Agreement, whether orally, or in documentary, electronic or other form.
Customer	The Customer identified in Arcinova's Proposal.
Customer Supplied Materials	has the meaning given to it in Clause 5.2.1.
Customer Supplied	has the meaning given to it in Clause 5.2.3.
Data Protection Law	all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of personal data, as amended or re-enacted from time to time, including (without limitation and to the extent applicable) the UK GDPR and the Data Protection Act 2018.
Deliverables	any documents, materials or other works to be produced as a result of the Services as more particularly described in the Proposal.
Force Majeure Event	any event which is beyond the reasonable control of Arcinova, and which affects Arcinova's performance, including acts of God, war, terrorism, fire and natural disasters, civil commotion, governmental actions, labour disputes including industrial action, accidents,

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	shortage of necessary raw materials, cyber-attacks, transport, fuel or utilities and breakdown or failure of or malfunction of machinery.
Good Industry Practice	that degree of reasonable skill, care and practice which would ordinarily be expected of a reasonably skilled and experienced person engaged in the same or similar type of undertaking as that of Arcinova, under similar circumstances.
GMP	good manufacturing practice which shall be defined per ICH, Q8, Q9 and Q10.
GxP	the practice quality requirements and guidelines required by the Regulator and as applicable to the provision of the Services including, but not limited to, the internationally recognised ethical and scientific quality requirements for Good Clinical Practice, the Good Laboratory Practice Regulations 1999 (as amended) and GMP, each as described in more detail in the Proposal.
Insolvency Event	<p>each and any of the following in relation to the Customer or Arcinova (being the Relevant Party).</p> <p>any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to: (i) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Relevant Party (except that no right to terminate will arise in respect of any procedure commenced for the purpose of a solvent amalgamation or reconstruction); (ii) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of the Relevant Party or any of its assets; (iii) the enforcement of any security over any assets of the Relevant Party; or (iv) the expropriation, attachment, sequestration, distress or execution over or affecting any material asset of the Relevant Party;</p> <p>the Relevant Party is unable to pay its debts as they fall due or is insolvent;</p> <p>the Relevant Party enters into a composition or arrangement with its creditors or any class of them; or</p> <p>or any similar or analogous event to those set out above in any jurisdiction outside England and Wales.</p>
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Loss and Losses	includes all loss, damage, costs and expenses.
New Intellectual Property	all Intellectual Property Rights arising from or created, produced or developed in the course of Arcinova performing the Services.

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Order	the Customer's order for the Services and Arcinova's acceptance of that order in accordance with Clause 3.2.
Proposal	the written proposal (in such format as the parties may agree), which describes in detail the Services and sets out the timetable, including any milestones, the Charges, and responsibilities for each party in the provision of the Services.
Quality Agreement	<p>the document agreed by the parties prior to commencement of any GMP activities which sets out:</p> <ul style="list-style-type: none">(i) the mutually agreed quality standards applicable for the manufacture of any product forming the Deliverables (or any part thereof) in accordance with GMP; and(ii) the roles and responsibilities of each party's personnel in relation to quality matters.
Regulator	the Medicines and Healthcare Products Regulatory Agency in the UK such other body or bodies as may replace or supersede the same.
Services	the services to be provided by Arcinova under this Agreement as set out in the Proposal, together with any other services which Arcinova agrees to provide to the Customer.
Technical Package	the technical process, documentation, data and other information provided by the Customer to Arcinova which relates to the provision of the Services.