

AVACTA LIFE SCIENCES LIMITED – AVACTA REFERENCE: [[Subject]]

CUSTOM SCREENING AFFIMER® PROTEIN RESEARCH AND MATERIALS TERMS AND CONDITIONS

1 CONTRACT AND TERM

- 1.1 Avacta's quotations are not binding and a Contract will only come into force in accordance with Clause 1.4.
- 1.2 Avacta will issue a project or order number which must be quoted by the Customer in respect of all dealings under the Contract.
- 1.3 The Contract shall apply to all Materials and/or Services (as applicable), and are the only terms and conditions upon which Avacta will deal with the Customer in this respect, to the entire exclusion of all other terms or conditions.
- 1.4 Either of the Customer's signature in the Commercial Terms or the receipt of a Customer purchase order (whichever occurs first), shall constitute the Customer's acceptance of the terms of the Contract.

Term:

- 1.5 The Contract shall commence on the Commencement Date and, subject to Clause 10 below, shall continue for the Term.

2 SERVICES

- 2.1 Avacta's appointment to provide the Services to the Customer is on a non-exclusive basis. Avacta shall not be prevented from supplying Affimer® proteins (excluding the Materials) or providing the Services to other customers.
- 2.2 The Customer acknowledges that Avacta cannot guarantee that any Materials (and/or any Candidates) will be identified as a result of Avacta's performance of the Services.
- 2.3 The Customer shall be responsible for ensuring that the Target is of sufficient and appropriate quality as set out in the agreed Target specification. Avacta shall not be liable to the Customer for any failure to perform the Services (including any failure to identify any Materials and/or Candidates) and/or for any defects in the Materials caused by or arising as a result of the Target failing to comply with the relevant and applicable Target specification.

Materials Selection:

- 2.4 Subject to Clause 2.2 above, the screening Services may involve the identification of a number of Candidates. The Customer shall evaluate the Candidates in order to determine whether such Candidates comply with the Materials Specification and shall select the Materials from such Candidates by no later than the date that is twelve (12) weeks from the date of shipping of the Candidates, or such longer period as may be set out in the Commercial Terms or as may be agreed in writing between the parties from time to time. The Customer shall not use the other Candidates (excluding the Materials) for any purpose other than selecting the Materials.

3 MATERIALS – OWNERSHIP; ORDERS AND USE

- 3.1 The Customer shall own the Materials and ownership of the Materials shall pass to the Customer on payment of the Price in full and cleared funds.
- 3.2 Risk of loss or damage to the Candidates and/or Materials shall pass to the Customer at the Delivery Point.

- 3.3 If the Customer requires additional quantities of the Materials over the initial agreed quantities for the purposes of Research only, Avacta may supply such quantities of the Materials as agreed between the parties upon reasonable commercial terms (including Price) and subject to payment of an Admin Charge. Any orders for the supply of additional Materials shall be accepted by Avacta at its discretion and become binding on Avacta's acceptance. The relevant and applicable provisions under these Terms and Conditions shall continue to apply in relation to such supply of additional Materials.

- 3.4 Avacta shall deliver the Candidates and/or Materials to the Customer at the Delivery Point. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence, nor shall be made of the essence by notice. The Customer shall be responsible for the cost of delivery of the Candidates and/or Materials to the Delivery Point.

- 3.5 The Customer shall use the Materials solely for Research. If the Customer fails to comply with this provision, the warranty in Clause 6.2 shall not apply. **The Customer shall be responsible for making its own assessment of whether the Materials are fit for, suitable and appropriate for use in combination with the Target and/or Research.**

- 3.6 Except as required to perform Research, the Customer shall not analyse the Materials to determine its composition or reverse engineer the Materials in any way without Avacta's prior written approval.

- 3.7 The Customer shall not use, nor procure the use of, the Materials for *in vivo* human studies, in human diagnostics (subject to the terms of any applicable Additional Terms) or for therapeutic purposes.

- 3.8 The Customer shall not resell the Materials or supply the Materials to any third party for monetary gain. Subject to obtaining Avacta's consent to do so in accordance with Clause 8.1, the Customer may supply the Materials to third party CROs and sub-contractors for the Research, provided that, the Customer shall ensure compliance by any authorised third party with these Terms and Conditions.

4 SAFETY AND COMPLIANCE

- 4.1 The Customer shall keep true, accurate and up-to-date records detailing the traceability of each batch number of each of the Materials. The Customer shall immediately notify Avacta of any defect in the Materials that would render the Materials unsafe; or any error or omission in the instructions for use of the Materials; or any adverse events in respect of the Materials.

5 PRICES AND PAYMENT

- 5.1 In consideration for the Services and/or the Materials, the Customer shall pay the Price to Avacta within thirty (30) days of the invoice date.

- 5.2 The Customer shall not withhold payment of any amount due to Avacta by way of any set-off, counter-claim, abatement, or other similar deduction. It is a condition of the provision of the Services or the supply of the Materials that the Customer shall pay the Price strictly in accordance with the payment terms set out in Clause 5.1. The Price shall be exclusive of any applicable sales or service tax (including VAT), delivery charges, taxes, levies and duties.
- 5.3 Avacta may charge interest on late payment at a rate of 8% (eight per cent) above the then current Bank of England base rate.
- 5.4 If the Customer fails to pay any invoice in accordance with the Contract, Avacta shall be entitled to:
- 5.4.1 suspend or discontinue all or any part of the supply of the Materials or provision of the Services; or
- 5.4.2 cancel any outstanding, or refuse to accept any further orders for the Materials or Services; and this Clause 5.4 shall be without prejudice to the provisions of Clause 5.3 above.
- 5.5 Avacta may charge for any additional work agreed by the parties in writing to be undertaken (but not set out in the Commercial Terms) on a time and materials basis.
- 6 WARRANTIES AND LIABILITY**
- 6.1 Subject to the Customer's compliance with Clause 3 any claim by the Customer regarding any defect in the Materials or in the performance of the Services shall be notified to Avacta within seven (7) days from the date of delivery of the relevant Materials or Services. If the Customer fails to notify Avacta within this timeframe, the Customer shall not be entitled to reject the relevant Materials or Services and Avacta shall have no liability whatsoever or howsoever caused or arising for such defect or failure to perform.
- Materials Warranty:**
- 6.2 The Materials Specification provides measurable parameters within which Avacta can undertake the Services and define the characteristics of the Materials. Avacta warrants that on delivery the Materials will conform in all material respects with the relevant Materials Specification. If the Customer notifies Avacta in writing that the Materials do not comply with this warranty, Avacta shall be entitled, at its sole option, to: (i) replace the defective Materials; or (ii) refund (by way of a credit note) the Price paid by the Customer relating to the defective Materials.
- Services Warranty:**
- 6.3 Avacta warrants that it will perform the Services with reasonable skill and care in accordance with the Materials Specification and in a timely manner. However, time for performance is not of the essence and shall not be made of the essence by notice for the purposes of the Contract.
- 6.4 If the Customer notifies Avacta in writing that the Services do not comply with the warranty in Clause 6.3 Avacta shall be entitled, at its sole option, to: (i) re-perform the defective Services; or (ii) refund (by way of a credit note) the Price paid by the Customer relating to the defective Services.
- 6.5 The remedies in Clause 6.2 and Clause 6.4 above shall be the Customer's sole and exclusive remedy in respect of any defective Materials and/or Services and in respect of any liability whatsoever or howsoever caused or arising for any defective Materials and/or Services.
- 6.6 Subject to the other provisions of this Clause 6, Avacta's total aggregate liability to the Customer under or in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty or otherwise will in no circumstances exceed the Price paid by the Customer for the Materials and/or Services in respect of which the liability arose and the Customer shall have a duty to mitigate any loss and/or damage arising from such claim.
- 6.7 **The Customer acknowledges that the Price charged by Avacta is on the assumption that the liability of Avacta and the Customer is as set out in the Contract. The Customer is advised to insure against any risk not accepted by Avacta.**
- 6.8 ALL WARRANTIES, CONDITIONS AND OTHER TERMS (INCLUDING THOSE RELATING TO FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, MERCHANTABILITY AND DESCRIPTION) IMPLIED BY STATUTE, COMMON LAW, TRADE CUSTOM AND INDUSTRY PRACTICE ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT.
- 6.9 Nothing in the Contract excludes or limits the liability of either party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation nor where liability cannot be excluded or limited as a matter of law.
- 6.10 Avacta shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any:
- 6.10.1 loss of profit, revenue, business, savings and/or goodwill (whether direct or indirect); or
- 6.10.2 indirect, consequential, economic, punitive, and/or special loss, arising under or in connection with the Contract; and each type of loss under this Clause 6.10 shall be severable in accordance with Clause 11.5.
- 7 FORCE MAJEURE**
- 7.1 Neither party shall have any liability under, or be deemed to be in breach of, the Contract as a result of any delays or failures in performance which result from a Force Majeure Event. If the Force Majeure Event continues for more than thirty (30) days, either party may terminate or cancel all or any part of the Contract, by giving written notice to the other party.
- 8 CONFIDENTIALITY**
- 8.1 Each party undertakes as a condition of the Contract that at all times it will keep as secret and confidential all Confidential Information of the other party and that such Confidential Information will be used solely for the Services and Research and that it will not, without the written consent of disclosing party disclose the same to any other person other than to the recipient party's employees (including its legal and/or financial advisors and auditors) to the extent that they require to know the information for Research.

- 8.2 The disclosing party shall notify in writing all persons, including its employees, to whom it imparts such Confidential Information that it is confidential information of the disclosing party and shall ensure that such persons comply with the confidentiality provisions of the Contract and in the case of non-employees (including its legal and/or financial advisors and auditors) will put into place with such person a written confidentiality agreement.
- 8.3 The obligations of confidentiality shall not apply to any part of the information which is or comes into the public domain otherwise than due to a breach by the receiving party of its obligations under the Contract where it:
- 8.3.1 is already possessed prior to receipt from the disclosing party;
- 8.3.2 was independently developed;
- 8.3.3 was acquired from a third party without obligation of confidence; or
- 8.3.4 has to be disclosed to comply with a court order or is required to be disclosed under any securities law or regulation or the rules of a securities exchange (provided reasonable notice has been provided to the disclosing party to the extent legally possible);
- PROVIDED THAT the Confidential Information shall not be deemed to be within one of the above exceptions because it is covered by more general information within such exceptions. Any Confidential Information disclosed by the disclosing party will be deemed to be within the public domain only if both the information itself and its use fall within the exceptions set out above.
- 8.4 The receiving party hereby acknowledges that substantial damage could be done to the disclosing party through any breach of this Clause 8 for which damages at law may not be an adequate remedy, and the receiving party agrees that the provisions of the Contract preventing disclosure and use of Confidential Information may be specifically enforced by a court of competent jurisdiction.
- 9 INTELLECTUAL PROPERTY**
- Background IPR:**
- 9.1 Each of Avacta and the Customer shall retain ownership of all Background IPR and subject to Clause 9.5 nothing in the Contract will be deemed to grant to the other party any right, title or interest whatsoever in the Background IPR.
- 9.2 Neither party shall be entitled to use the other party's brand, trade marks, trade name, get-up and/or logos without the express written permission of the other party.
- Customer Foreground IPR:/Avacta Improvements:**
- 9.3 The Customer shall own all Customer Foreground IPR.
- 9.4 Avacta shall own all Avacta Improvements.
- Licence for Research Only:**
- 9.5 Avacta hereby grants to the Customer a non-exclusive, revocable, non-transferrable, non-assignable, royalty free licence to use the Avacta Background IPR to the extent necessary to enable the Customer to use the Materials for Research within the Territory.
- 9.6 The Customer shall not have the right to manufacture or have made by a third party any of the Materials.
- 9.7 **Commercialisation or exploitation of the Materials and/or the Avacta Technology by the Customer may only take place under the terms of a separate commercial licence to be negotiated with Avacta.**
- 9.8 Nothing in the Contract will constitute any representation or warranty that:
- 9.8.1 the Avacta Technology contains any registered Intellectual Property Rights or that such Intellectual Property Rights are valid; or
- 9.8.2 any Intellectual Property Rights (if an application has been made) will proceed to grant or, if granted, will be valid.
- IPR Claims:**
- 9.9 The Customer shall promptly notify Avacta of any IPR Claims. Avacta shall have the primary right in its absolute discretion, but not the obligation, to institute, prosecute and/or control any action or proceeding with respect to any IPR Claim and the Customer shall provide such assistance as is required by Avacta in respect of any IPR Claim. The Customer shall not make any admission of liability, agreement or compromise in relation to the IPR Claim without the prior written consent of Avacta.
- 9.10 The Customer shall agree to be joined as a party to any proceedings in respect of any IPR Claim on Avacta's request and the Customer shall bear its own costs if it is joined as such a party to the IPR Claim. Any damages or monetary awards (including any settlement payments) recovered by Avacta in respect of any IPR Claim shall be retained by Avacta for its own account.
- Further Assurance:**
- 9.11 The Customer shall, at Avacta's expense, take all such steps as Avacta may reasonably require to assist Avacta in maintaining the validity and enforceability of the Avacta Technology or assisting in applying for or obtaining a patent or other monopoly protection as appropriate for the Avacta Improvements during the continuance of the Contract, including executing all such acts, deeds, matters and things as may be necessary to comply with this clause.
- 9.12 The Contract shall act as a present assignment of all Avacta Improvements by the Customer to Avacta or by way of a present assignment of future rights. The Customer shall ensure that any and all of its employees and/or sub-contractors comply with the provisions of this Clause 9.12 and waive any and all moral rights in any Avacta Improvements to the extent permitted by law.
- 9.13 The Contract is personal to the Customer. The Customer shall not sub-licence the Avacta Technology, or assign, transfer, dispose of in any way its rights and obligations under the Contract.
- 10 TERMINATION**
- 10.1 Either party may terminate the Contract immediately on written notice if the other party:
- 10.1.1 commits a material breach of the Contract and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days of being notified in writing to do so; or
- 10.1.2 suffers an Insolvency Event.
- 10.2 Avacta may terminate the Contract immediately on written notice if the Customer is in breach of Clause 3.6 to 3.8 (inclusive) (Materials).

- 10.3 Termination of the Contract for any reason shall not affect any rights or liabilities accrued at the date of termination. The Customer shall not be entitled to any claims, compensation or damages arising out of the valid termination of the Contract nor to any payment for goodwill which may have been established or to any similar payment notwithstanding any provision or rule of law to the contrary.
- 10.4 The provisions of Clauses 6 (Liability), 7 (Force Majeure), 8 (Confidentiality), 9 (Intellectual Property), and 11 (General) shall survive the expiry or termination of the Contract for any reason whatsoever. Notwithstanding the foregoing of this provision, the licence granted under Clause 9.5 shall immediately cease on the expiry or termination of the Contract.
- 11 GENERAL PROVISIONS**
- 11.1 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract or any other sales terms provided by Avacta from time to time and the Contract and any other sales terms provided by Avacta constitute the whole Contract between the parties and supersede all previous contracts between the parties relating to its subject matter. Each of the parties irrevocably and unconditionally waives any right or remedy it may have to claim damages and/or rescind the Contract by reason of any misrepresentation (other than fraudulent misrepresentation) not contained in the Contract. The Customer's standard terms and conditions of purchase are expressly excluded from the Contract.
- 11.2 No amendment or variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 11.3 Any notice required to be given under the Contract, shall be in the English language, in writing and shall be delivered by recorded first class post (deemed service after two (2) business days) or recorded airmail (deemed service after five (5) business days), or by email (headed "FORMAL CONTRACT NOTICE") to each party required to receive the notice at its address as set out in the Commercial Terms.
- 11.4 Except as expressly provided, nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, nor authorise a party to make or enter into any commitments for or on behalf of the other party. A person who is not a party to the Contract shall not have any rights under or in connection, including by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 11.5 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 11.6 Each party shall be responsible for the payment of its own costs (and not those of the other party) in connection with the Contract.
- 11.7 The Contract and any and all matters arising under or in connection with the Contract shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising under or in connection with it (whether in contract or in tort).
- 11.8 Each party will comply:
- 11.8.1 (to the extent that they apply) with applicable laws relating to anti-corruption, anti-trust and anti-money laundering in the Relevant Jurisdiction. Each of the parties will not at any time, do anything that could contravene the Bribery Act 2010 (or any equivalent legislation in the Relevant Jurisdiction). Any breach of this clause shall be deemed to be a material breach of the Contract; and
- 11.8.2 with all applicable laws relating to anti-slavery and human trafficking including but not limited to the Modern Slavery Act 2015; and (ii) not engage in any activity, practice or conduct which would constitute an offence under the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in the UK.
- 11.9 The Contract may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument. The transmission of an executed counterpart of the Contract (the whole document, not just a signature page) by e-mail (such as in PDF or JPEG) will take effect as the delivery of an executed original counterpart of the Contract.
- Data Protection:**
- 11.10 All definitions in this Clause have the meaning given to them under the Data Protection Legislation.
- 11.11 To the extent that either party is a data controller, data processor and needs to process personal data where such processing is necessary for the performance of this Agreement each party shall comply with the provisions of the Data Protection Legislation to the extent that it is applicable. Avacta will process personal data in accordance with its Privacy Policy, as current copy of which can be found on Avacta's website.
- 11.12 To the extent applicable under Data Protection Legislation, each party shall keep a record of: (i) the subject matter and duration of the processing; (ii) the nature and purpose of the processing; (iii) the type of personal data and categories of data subject; and (iv) the obligations and rights of the data controller.
- 11.13 To the extent that a party is acting as a data processor, it shall:
- 11.14 only act on the written instructions of the controller (unless required by law to act without such instructions);
- 11.15 ensure that its personnel processing the data are subject to a duty of confidence;
- 11.16 take appropriate measures to ensure the security of processing;
- 11.17 only engage a sub-processor with the prior written consent of the data controller and subject to a written contract;

- 11.18 assist the data controller in providing subject access and allowing data subjects to exercise their rights under the GDPR;
- 11.19 assist the data controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
- 11.20 delete or return all personal data to the controller as requested on the expiry or termination of this Agreement; and
- 11.21 must submit to audits and inspections, provide the controller with whatever information it needs to ensure compliance with Article 28 GDPR obligations, and inform the controller immediately if it is required to do something infringing the GDPR or other data protection law of the EU or a member state.
- 11.22 Nothing in this Agreement shall exclude or limit either party's direct liability under the Data Protection Legislation.

12 INTERPRETATION

In these Terms and Conditions:

- 12.1 words expressed in the singular shall include the plural and vice versa;
- 12.2 words referring to a particular gender include every gender;
- 12.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership, joint venture, government, state or agency of state;
- 12.4 the words and phrases **other, including and in particular** shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible;
- 12.5 references to any statute or statutory provision shall include: (i) any subordinate legislation made under it; (ii) any provision which it has modified or re-enacted (whether with or without modification); and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of your appointment; and
- 12.6 any defined terms that are not in this Glossary shall have the meaning given to them in the Commercial Terms.
- 12.7 Any obligation in the Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 12.8 Headings to clauses are inserted for convenience only and shall not affect the interpretation or construction of these Terms and Conditions.
- 12.9 If there is a conflict between the provisions of the documents which together form the Contract, the order of priority shall be: (i) these Terms and Conditions; (ii) the Commercial Terms; (iii) Materials Specification; and (iv) and other document referred to therein.

GLOSSARY

Additional Terms means any additional terms and conditions relating to an exclusive option; diagnostics licence or supply arrangement included in the Contract by the parties;

Admin Charge means an additional 5% (five per cent) fee which Avacta may charge the Customer in connection with requests to make multiple shipments of the Materials and/or requests for Avacta to supply the Target;

Affimer® means Avacta's affinity reagents which are small proteins that are derived from plant cystatin protein family and contain multiple regions that can be independently engineered;

Avacta Avacta Life Sciences Limited (company number: 06605196) whose registered office is at Unit 20, Ash Way, Thorp Arch Estate, Wetherby, West Yorkshire, LS23 7FA, England;

Avacta Background IPR means all patents and or patent applications derived or claiming priority from the Type 2 Affimer® Scaffold Protein (PCT/GB2014/050435) and/ or the Type 3 Affimer® Mammalian Scaffold (PCT/GB2018/051855) and such other of Avacta's Background IPR to the extent required in order to enable the Customer to use the Materials in combination with the Target for Research, including the backbone sequence of the Affimer® proteins;

Avacta Improvements means any and all Intellectual Property Rights comprised in or arising directly, indirectly or as a consequence of the Affimer® proteins and/or under or in connection with Avacta's Background IPR, including mutations, genetic modifications, any other change to the primary sequence of the Affimer® proteins or extensions to the Affimer® proteins and/or any modification, development and/or improvement to the Avacta Background IPR such as manufacturing, purification, formatting and uses thereof;

Avacta Technology means Avacta's Background IPR and the Avacta Improvements;

Background IPR means any and all Intellectual Property Rights in existence and owned by either party prior to the Contract (or arising during the term but entirely independently of the Candidates, Materials, Services and/or Research);

Candidate(s) means the selection of Affimer® clones that are identified by Avacta as binding against the Target in the performance of the Services and from which the Customer shall select the Materials;

Commencement Date shall be the commencement date as set out in the Commercial Terms;

Commercial Terms means the terms set out in Avacta's project plan comprising a technical work plan and commercial terms in connection with the Services and incorporating these Terms and Conditions (or in the unlikely event that a project plan has not been produced by Avacta, such other written details provided by Avacta to the Customer);

Confidential Information means all information (including but not limited to trade secrets) and materials (including but not limited to data, results, technical, financial/business information or marketing strategies) disclosed by either party to the other party together with all information derived by such other party from any such information and any other

information clearly designated by the disclosing party as being confidential to it (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential. Until the transfer of ownership of the Materials to the Customer, the primary sequence of the Affimer® proteins shall be deemed to be Avacta's Confidential Information;

Contract means the Commercial Terms, the order and these Terms and Conditions from time to time together with such other documents referred to, including any Additional Terms (as applicable);

CRO means contract research organisation;

Customer Foreground IPR means any and all Intellectual Property Rights arising wholly and exclusively as a direct result of the Customer undertaking Research, including the specific primary amino acid and DNA sequences of the Materials (excluding the backbone sequence of the Materials);

Data Protection Legislation means the Data Protection Act 2018; General Data Protection Regulation (**GDPR**); ICO Guidance and EU Article 29 Working Party Guidance (to the extent that EU law remains applicable), as amended from time to time;

Delivery Point ex works at Avacta's site, unless the parties agree otherwise in writing;

Force Majeure Event means an event or circumstances beyond the reasonable control of the affected party including riot, war, fire, act of God, flood or earthquake, power failure, shortage of labour or supplies, interruption or disruption to the supply of component products, supply chain issues, acts of terrorism, insurrection, acts of government and, which by its nature, could not have been foreseen by it or, if it could have been foreseen, was unavoidable by a reasonable and prudent business. For the avoidance of doubt, an event or delay caused by, arising from or in relation to the SARS-CoV-2 coronavirus pandemic that prevents or delays Avacta's performance of its obligations under this Contract will be deemed to be a Force Majeure Event;

Insolvency Event means any of the following events occur in relation to a party (including any related intention, proposal or application): (i) winding-up order; (ii) an administrator or receiver is appointed; (iii) any arrangement or composition with its creditors; (iv) unable to pay its debts when they fall due; (v) any distraint is levied against the party or its property by any third party provided always that such event is material in nature and not remedied or corrected within a reasonable period of time; or (vi) ceases, or threatens to cease, to carry on business; (vii) applies for or is declared bankrupt; or (viii) anything analogous occurs in the Relevant Jurisdiction;

Intellectual Property Rights means any and all patents, trade marks, service marks, registered designs, domain names, applications for any of the foregoing, trade or business names, unregistered trade marks and service marks, copyright, moral rights, rights in data and databases, rights in designs and inventions, utility models, Know-How, processes, formulae, confidential information, improvements, modifications, developments, rights under licences, consents, orders, statute or otherwise in relation to any such rights and rights of the same or similar effect or

[Subject]

nature, in any part of the world whether now known or future;

IPR Claim(s) means any threatened, actual or alleged misappropriation, misuse, infringement, invalidity, opposition, compulsory licence, attack, charge and/or claim in respect of any Intellectual Property Rights and/or any third party Intellectual Property Rights;

Know-How means any and all confidential secret technical information and data held in any form (including that comprised in or derived from drawings, data, formulae, specifications, notes, chemical compounds, biological materials, component lists, instructions, manuals, brochures, catalogues, and/or process descriptions);

Materials means the physical specific Affimer® affinity reagent(s) known by its primary amino acid sequence identified by Avacta as binding to the Target as a result of the Services and selected by the Customer from the Candidates;

Materials Specification means Avacta's specification in respect of the specific Research including, quality control procedures and material data safety sheets from time to time;

Price means (i) the price payable by the Customer in consideration for the Materials and/or the Services; and (ii) any applicable Admin Charge, as set out in the Commercial Terms;

Relevant Jurisdiction means the jurisdiction in which the Customer is domiciled;

Research means the Customer's internal *in vitro* research and/or development as a research reagent only in the Territory. For the avoidance of doubt, the Materials must not be researched or developed as a diagnostic or therapeutic product or commercialised for any purpose;

Services means the custom Affimer® screening services to be undertaken by Avacta under the Contract together with such other research and development services as agreed between the parties and detailed in the Commercial Terms;

Target means the Customer's molecule or such other target against which Avacta will screen the Affimer® protein in the performance of the Services;

Territory means worldwide; and

Term means one (1) year from the Commencement Date (or such longer term as may be agreed in the Commercial Terms).

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