

QUOTIENT SCIENCES (ALNWICK) LIMITED TERMS OF SUPPLY

STANDARD TERMS

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. QUOTATION

2.1 Quotient shall provide the Services to the Customer in accordance with the terms and conditions of this Agreement.

2.2 Once a draft Quotation has been agreed, the Customer shall place an Order for the Services in accordance with Clause 3 (Orders). Quotient shall provide the Services from the date specified in the Quotation

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 Quotation, confirming the Customer's intention to purchase Services in accordance with this Agreement.

3.2 No Orders shall be binding on Quotient unless accepted by Quotient. Provided that Clause 3.1 is complied with, Orders shall only be deemed to be accepted when:

3.2.1 the Customer provides Quotient with a purchase order for the Services; and

3.2.2 Quotient issues the Customer with written acceptance of the Order.

3.3 Any quotation given by Quotient shall not constitute an offer, and is only valid for a period of thirty (30) days from its date of issue unless Quotient agrees otherwise in writing.

3.4 Quotient 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. QUOTIENT'S RESPONSIBILITIES

4.1 Supply of Services

Quotient shall supply, and the Customer shall accept and pay for, the Services in accordance with the Quotation and the terms and conditions of this Agreement.

4.2 Standards

4.2.1 Subject to Clause 4.2.2, Quotient shall use its reasonable endeavours to supply the Services, and to deliver the Deliverables in accordance with this Agreement and Good Industry Practice.

4.2.2 The Customer acknowledges that, having regard to the fact that the work to be performed hereunder is by its nature exploratory or developmental, Quotient does not guarantee to the Customer the achievement of a successful outcome in the performance of the Services.

4.3 Time for performance

4.3.1 Unless otherwise stated in writing by Quotient, all dates or other times for performance of the Services stated in the Quotation are estimates only. Quotient acknowledges the

importance to the Customer of completion of the Services in a timely manner and Quotient shall use its reasonable endeavours to perform the Services no later than the date or time stated in the Quotation but time for completion of the Services is not of the essence.

4.3.2 The Customer may not postpone or cancel performance of the Services except with the prior written consent of Quotient.

4.4 Manner of performance

Quotient is entitled to determine the manner in which the Services are performed.

4.5 Relief events

4.5.1 Quotient is discharged from performing this Agreement where, to the extent and for so long as, the following circumstances affect performance:

- (a) Clause 18 (Force Majeure) applies;
- (b) Quotient has been provided with inaccurate, incomplete or misleading information;
- (c) any of the Assumptions are incorrect; or
- (d) the Customer is in breach of this Agreement (including a failure to comply with Clause 4.2 (Standards)).

4.5.2 Where Clause 4.5.1 applies, and subject to Clause 18 (Force Majeure) in relation to Force Majeure Events:

- (a) Quotient shall notify the Customer as soon as reasonably practicable, and shall endeavour to continue to perform this Agreement but shall not be liable for any failure to do so (including any delayed or defective performance); and
- (b) the Customer shall reimburse Quotient on demand in respect of all incremental costs incurred by Quotient in seeking to perform its obligations under this Agreement as a result.

4.6 Defective Services

4.6.1 If the Customer can demonstrate that the Services do not comply with the requirements of Clause 4.2 (Standards) in all material respects, Quotient shall:

- (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.

4.6.2 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 Quotient.

4.7 Deliverables

4.7.1 Quotient shall supply the Deliverables to the Customer.

4.7.2 Provided the Deliverables comply with this Agreement in all material respects, the Customer shall accept the Deliverables.



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4.7.3 Subject to Clause 4.7.5, if the Deliverables do not comply with this Agreement in all material respects, the Deliverables may be rejected by the Customer in accordance with Clause 4.7.4 and Quotient shall:

- (a) make such amendments to the Deliverables and re-perform the Services or any part thereof as required in order to ensure the Deliverables comply with this Agreement within a reasonable time; or
- (b) refund the Charges paid by the Customer for the portion of the Services which relate to the non-compliant Deliverables within a reasonable time.

4.7.4 The Customer may reject the Deliverables delivered to it provided that:

- (a) notice of rejection is given to Quotient within five (5) Business Days of the date of delivery; and
- (b) none of the circumstances listed in Clause 4.7.5 apply.

4.7.5 Quotient 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 4.7.4(a);
- (b) the Customer alters the Deliverables without the written consent of Quotient; or
- (c) the Deliverables differ from their description in the Quotation as a result of changes made to ensure they comply with applicable statutory or regulatory requirements including, if relevant, GxP.

4.7.6 Subject always to Clause 16 (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. Quotient shall have no liability for:

- (a) use by any third party of the Deliverables or reliance thereon by any third party; or
- (b) any failure by the Customer or any third party to properly replicate the Deliverables (or any part of them) in accordance with the Customer Supplied Materials and such other documentation, specifications and instructions as Quotient may provide to the Customer from time to time (unless that failure results from a breach of this Agreement by Quotient).

4.7.7 The Customer acknowledges that the Deliverables are for research purposes only. Unless stated in the Quotation or agreed in writing between the parties, the Deliverables are not suitable or intended for use in humans.

4.7.8 If reports are provided by Quotient as a Deliverable, Quotient shall prepare such reports in Quotient's standard format unless otherwise agreed by the parties in the Quotation.

4.8.1 If Quotient is required to perform the Services in accordance with GxP, Quotient shall:

- (a) comply with the Quality Agreement;
- (b) ensure that the Customer Supplied Materials are tested, analysed and retained in accordance with GxP standards;
- (c) be solely responsible for ensuring the GxP compliance status of any subcontractors used in relation to the performance of its obligations under this Agreement; and
- (d) complete and maintain any documentation relating to the Services which evidence compliance with GxP and shall retain such documentation for a period of seven (7) years after the Deliverables are supplied to the Customer.

5. CUSTOMER'S OBLIGATIONS

5.1 General

5.1.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides under or in connection with the Quotation are complete and accurate;
- (b) procure that employees, contractors, agents and customers of the Customer fully and properly co-operate with Quotient as required in connection with the Services;
- (c) provide 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 Quotient to perform the Services as soon as reasonably practicable after receiving the request; and
- (d) notify Quotient in writing of anything in connection with the Services of which the Customer is aware or ought reasonably to be aware, which is relevant to the performance of the Services, including circumstances which:
 - (i) create a reasonable risk of delay or material extra work in connection with the Services; or
 - (ii) prevent or hinder or which may reasonably be expected to prevent or hinder Quotient from complying with any provision of this Agreement,

in each case giving the reasons in reasonable detail.

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 Quotation in such quantities required by Quotient to perform the Services (**Customer Supplied Materials**);



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- (b) not less than ten (10) days prior to the start date of the Services identified in the Quotation supply a material safety data sheet in respect of the Customer Supplied Materials;
- (c) for the duration of this Agreement provide Quotient with any information necessary in order for Quotient to follow safe handling, use, storage, transportation and disposal practices in relation to the Customer Supplied Materials; and
- (d) supply Quotient with the Technical Package in accordance with the timescales set out in the Quotation.

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;
- (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 On completion of delivery of the Customer Supplied Materials by the Customer to Quotient:

- (a) the risk in the Customer Supplied Materials shall pass to Quotient (but only for such period that the Customer Supplied Materials are under Quotient's possession or control); and
- (b) the title to the Customer Supplied Materials shall at all times remain with the Customer.

5.2.4 Unless otherwise agreed in writing by the parties, any Customer Supplied Materials remaining on completion of the Services shall be stored by Quotient for a period of three (3) months (**Customer Supplied Materials Storage Period**).

5.2.5 Following the expiry of the Customer Supplied Materials Storage Period, the remaining Customer Supplied Materials shall be:

- (a) disposed of by Quotient; or
- (b) if requested in writing by the Customer during the Customer Supplied Materials Storage Period, returned to the Customer or stored by Quotient, in each case at the Customer's cost (as set out in the Quotation) or as otherwise agreed by Quotient,

except that Quotient shall be entitled to retain such samples of the Customer Supplied Materials as Quotient may reasonably require (and at its own cost) to comply with any applicable statutory or other

requirement specified by its Regulator including under GxP.

- 5.2.6 Subject to Clause 6.2, Quotient shall be discharged from performing its obligations under this Agreement if the Customer does not supply the Customer Supplied Materials in accordance with the Quotation.

5.3 Customer Default

- 5.3.1 If Quotient'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) Quotient 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 Quotient's performance of any of its obligations;
- (b) Quotient shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Quotient's failure, delay or hindrance in performing any of its obligations as set out in this Clause 5.3.1; and

the Customer shall reimburse Quotient on written demand for any costs or losses sustained or incurred by Quotient arising directly or indirectly from the Customer Default.

6. SAFETY

- 6.1 Quotient and the Customer shall inform each other of all safety hazards which either party knows or believes to impact the:

6.1.1 use, handling, storage, labelling, transport, treatment or disposal of the Deliverables and Customer Supplied Materials (as applicable); or

6.1.2 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:

6.3.1 safe, packaged and labelled so as to prevent any health risk to persons, property or the environment; and

6.3.2 if relevant, properly marked with the appropriate internationally recognised danger symbols and prominent hazard warnings.

7. DELIVERY OF TANGIBLE DELIVERABLES

- 7.1 The provisions of this Clause 7 shall apply to the delivery of tangible Deliverables (such as drugs or samples) only.



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- 7.2 Quotient shall ensure that any delivery of the Deliverables is accompanied by a delivery note which shows:
- 7.2.1 the date of the Order;
- 7.2.2 all relevant Customer and Quotient reference numbers;
- 7.2.3 the type of the Deliverables; and
- 7.2.4 special storage instructions (if any).
- 7.3 Subject to Clause 8, unless collection of the Deliverables by the Customer is agreed in writing by the parties, Quotient shall deliver the Deliverables to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after Quotient notifies the Customer that the Deliverables are ready.
- 7.4 Delivery of the Deliverables shall be at the Customer's cost and expense and completed on the arrival of the Deliverables at the Delivery Location where delivered by Quotient (or upon collection of the Deliverables by the Customer as agreed by the parties in writing).
- 7.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Quotient shall not be liable for any delay in delivery or failure to deliver the Deliverables (or to prepare them for collection by the Customer (as applicable)) that is caused by Customer Default, a Force Majeure Event or the Customer's failure to provide Quotient with adequate delivery instructions or any other instructions that are relevant to the supply of the Deliverables.
- 7.6 Delivery shall be ExW, Quotient's premises, unless otherwise stated in writing in the Quotation.
- 8. DELIVERY OF NON-TANGIBLE DELIVERABLES**
- 8.1 The provisions of this Clause 8 shall apply to non-tangible Deliverables (such as reports or documents) only.
- 8.2 If reports are provided by Quotient as a Deliverable, Quotient shall prepare such reports in its standard format and deliver them electronically in accordance with Clause 8.3 unless otherwise agreed by the parties in the Quotation.
- 8.3 If any electronic reports, data or documents are provided by Quotient as a Deliverable, such non-tangible Deliverables shall be delivered by email. Non-tangible Deliverables shall be deemed delivered in the case of email, when the non-tangible Deliverable is actually received in readable form and delivery shall be deemed to be effected on the same day on which it is sent, in providing delivery by email, it will be sufficient to prove that the email was properly addressed.
- 9. CHARGES**
- 9.1 The Customer shall pay the Charges in full and in accordance with the payment terms identified in the Quotation, without set-off or counterclaim in respect of any liability of Quotient.
- 9.2 Any amount due to Quotient under this Agreement shall not be deemed to have been paid until the amount is received by Quotient in cash, or cleared funds made by direct credit for same day value to the bank account nominated by Quotient from time to time.
- 9.3 The Charges are exclusive of value added tax, which shall be added to the Charges, and paid by the Customer in accordance with this Clause 9.
- 9.4 If the Customer fails to pay any sum due and payable under this Agreement by the due date, statutory interest from time to time shall accrue on the unpaid amount from the due date to the date of actual payment (after as well as before judgment).
- 9.5 If the Customer fails to pay the Charges by the due date (or any of them), Quotient may suspend the Services (in whole or in part) until payment, plus any interest charged by Quotient in addition, is received in full by Quotient.
- 10. SET-OFF AND LIEN**
- 10.1 Quotient is entitled from time to time to set-off against any amount:
- 10.1.1 held by Quotient and paid by or on behalf of the Customer, whether under this Agreement or otherwise; or
- 10.1.2 due to Quotient from the Customer, whether in respect of any liability of Customer under or in connection with this Agreement or otherwise; or
- 10.1.3 due to the Customer from Quotient, whether in respect of any liability of Quotient under or in connection with this Agreement or otherwise,
- any Losses incurred or sustained by Quotient by reason of the breach of this Agreement by the Customer, or the negligence, fraud or wilful misconduct of the Customer.
- 10.2 Where Quotient holds amounts paid by or on behalf of the Customer for more than one purpose, Quotient is entitled to elect which amounts it exercises its rights of set-off against and the order in which it does so.
- 10.3 Quotient shall account to the Customer for the balance (if any) of the Charges or other amounts paid by the Customer after exercising Quotient's rights of set-off under Clause 10.1.
- 10.4 Quotient shall have a general legal and equitable lien on any Deliverables created by Quotient as a result of the Services (whether completed or work in progress), and on the Customer's other assets (including any Customer Supplied Materials), in respect of all debts or sums due to Quotient under this Agreement.
- 11. WORKSCOPE CHANGE (WSC)**
- 11.1 If either party wishes to change the scope or execution of the Services or any Deliverables, it shall submit details of the requested WSC to the other party in writing and the receiving party shall not unreasonably withhold or delay its consent to the change.
- 11.2 If either party notifies the other of a proposed change to the scope or execution of the Services or any Deliverables, Quotient shall, within a reasonable time, provide a written WSC to the Customer with details of:
- 11.2.1 the likely time required to implement the WSC;
- 11.2.2 any necessary variations to the Charges arising from the WSC;
- 11.2.3 the likely effect of the WSC on the Services and/or the Deliverables (as the case may be); and



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- 11.2.4 any other impact of the change on this Agreement.
- 11.3 If the Customer wishes Quotient to proceed with the change, no WSC 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.
- 11.4 Notwithstanding Clause 11.3, Quotient 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.
- 12. INTELLECTUAL PROPERTY RIGHTS**
- 12.1 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).
- 12.2 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.
- 12.3 So far as it is able to do so, the Customer shall grant to Quotient a non-exclusive, royalty free, worldwide, perpetual licence to use the Customer's Background Intellectual Property strictly insofar as is necessary to enable Quotient to carry out its obligations under this Agreement.
- 12.4 Quotient 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.
- 12.5 Without prejudice to Clause 12.1, 12.2, 12.3 and 12.4, New Intellectual Property is hereby assigned to:
- 12.5.1 the Customer (if, and to the extent that, such New Intellectual Property relates solely to the Services); and
- 12.5.2 to Quotient otherwise.
- 12.6 To the extent that the Customer owns any New Intellectual Property under Clause 12.5.1, the Customer grants to Quotient 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.
- 12.7 Subject to Clause 12.8 all Intellectual Property Rights in the Deliverables shall be owned absolutely by the Customer.
- 12.8 Quotient 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:
- 12.8.1 for the purposes of providing a service to third parties which compete with the Services; or
- 12.8.2 to avoid engaging Quotient to perform services similar to the Services in respect of any new project in the future.
- 12.9 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.
- 12.10 No person shall make use of Quotient's name, logo or trademarks (**Quotient's Marks**) without first obtaining written approval from Quotient. If the Customer obtains such from Quotient, it shall ensure that the reproduction of Quotient's Marks is at all times in accordance with the specifications and instructions provided by Quotient from time to time.
- 12.11 Quotient warrants to the Customer that the fulfilment of Quotient'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 Quotient is aware, infringe the Intellectual Property Rights of any third party at the time of delivery or performance.
- 13. CONFIDENTIALITY**
- 13.1 Each party undertakes to the other in relation to the Confidential Information of the other:
- 13.1.1 to keep confidential all Confidential Information;
- 13.1.2 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;
- 13.1.3 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
- 13.1.4 to keep separate from all other information all Confidential Information in its possession or control.
- 13.2 The provisions of Clause 13.1 shall not apply to Confidential Information to the extent that it is or was:
- 13.2.1 already in the possession of the other free of any obligation of confidentiality on the date of its disclosure;
- 13.2.2 in the public domain other than as a result of a breach of this Clause 13;
- 13.2.3 required to be disclosed:
- (a) pursuant to applicable law, or the rules of any exchange on which the securities of a party are or are to be listed; or
- (b) 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.
- 13.3 Each party acknowledges that Confidential Information is valuable and that damages might not be an adequate remedy for any breach of Clause 13.1 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 13.1.
- 14. TERM AND TERMINATION**
- 14.1 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 14.



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- 14.2 Quotient may terminate this Agreement (without liability in relation to such termination) immediately on written notice to the Customer if:
- 14.2.1 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 Quotient's sole discretion unsafe, contrary to applicable laws or not technically feasible;
 - 14.2.2 at any time during the performance of the Services, Quotient has significant safety concerns in relation to the performance of the Services;
 - 14.2.3 the Technical Package or Customer Supplied Materials infringe or allegedly infringe the Intellectual Property Rights of any third party;
 - 14.2.4 at any time during the term of this Agreement, Quotient acting reasonably, believes that the Services may damage any equipment of Quotient; and
 - 14.2.5 at any time during the term of this Agreement, Quotient believes acting reasonably, that the performance of the Services is not technically feasible or any of the Assumptions are incorrect.
- 14.3 Subject to Clause 14.2, Quotient 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 Quotient has given notice containing details of the breach, and requiring the breach to be remedied.
- 14.4 In respect of a failure by the Customer to pay the Charges on time, the period to which Clause 14.3 refers (for the purpose of remedying the breach) is ten (10) Business Days.
- 14.5 Quotient may at any time, by notice to the Customer, terminate this Agreement as from the date of expiry of the notice if an Insolvency Event occurs (or Quotient reasonably believes that it will occur) in relation to the Customer.
- 14.6 Subject always to Clause 15.3, the Customer may terminate this Agreement on thirty (30) days' prior written notice to Quotient.
- 15. CONSEQUENCES OF TERMINATION**
- 15.1 Termination of this Agreement does not affect:
- 15.1.1 the rights or liabilities of the parties which have accrued on or before termination; and
 - 15.1.2 the continuance in force of Clauses 12 (Intellectual Property Rights) and 16 (Limitation of Liability) which survive termination of this Agreement.
 - 15.1.3 All Charges which are outstanding on the date of termination shall become immediately due and payable.
- 15.2 Without prejudice to any other rights and remedies of Quotient, if this Agreement is terminated pursuant to Clause 14.2, 14.3 or 14.5, the Customer shall pay all reasonable costs suffered or incurred by Quotient, 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, Quotient's systems.
- 15.3 Without prejudice to any other rights and remedies of Quotient, if this Agreement is terminated pursuant to Clause 14.2, the Customer shall pay to Quotient all Charges for work undertaken up to the date of termination and any costs suffered or incurred in advance by Quotient in anticipation of performing the remaining Services.
- 16. LIMITATION OF LIABILITY**
- 16.1 This Clause 16 (Limitation of Liability) sets out the maximum liability of Quotient in respect of the following (each being an **Event of Default**):
- 16.1.1 a breach by Quotient of this Agreement; and
 - 16.1.2 a tortious act or omission (including negligence), breach of statutory duty or misrepresentation, of Quotient which arise out of or in connection with this Agreement, and subject to Clause 16.3 all other liability is excluded except that nothing in this Agreement shall affect the liability of Quotient for death or personal injury caused by its negligence, fraud, or any other liability to the extent it cannot be excluded or limited by law.
- 16.2 Without prejudice to the other provisions of this Clause 16, Quotient's total liability arising out of or in connection with an Event of Default (except for a breach of Clauses 12.11 and 13) arising out of or in connection with this Agreement during each Contract Year shall not exceed the greater of:-
- 16.2.1 an amount equal to the Charges paid and payable by the Customer to Quotient under this Agreement during the relevant Contract Year prior to the date on which the claim concerned is notified to Quotient; or
 - 16.2.2 one hundred thousand pounds (£100,000).
- 16.3 Without prejudice to the other provisions of this Clause 16, Quotient's total financial liability for a breach of Clause 12.11 or Clause 13 arising out of or in connection with this Agreement during each Contract Year shall not exceed the greater of:-
- 16.3.1 an amount equal to the Charges paid and payable by the Customer to Quotient under this Agreement during the relevant Contract Year prior to the date on which the claim concerned is notified to Quotient; or
 - 16.3.2 one hundred thousand pounds (£100,000).
- 16.4 Quotient 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 Quotient 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.
- 16.5 Except to the extent Quotient may be liable to the Customer under this Agreement, the Customer agrees to indemnify Quotient on demand against any Losses suffered or incurred by Quotient 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 Quotient or otherwise.
- 16.6 The Customer shall indemnify Quotient on demand against all Losses suffered or incurred by Quotient arising out of or in connection with:



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- 16.6.1 any claim made against Quotient 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 Quotient of the Customer Supplied Materials or the Technical Package; and
- 16.6.2 any failure of the Customer Supplied Materials to comply with their relevant specifications.
- 16.7 In no event shall Quotient 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.
- 16.8 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.
- 17. DATA PROTECTION**
- 17.1 In this Clause 17 the terms controller, processor, processing/process, personal data and data subject shall be interpreted and construed by reference to Data Protection Law.
- 17.2 Each of the Customer and Quotient 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.
- 17.3 The Customer and Quotient each agrees that, for the purposes of Data Protection Law, each (to the extent it processes personal data pursuant to or in connection with this Agreement) processes personal data as an independent controller in its own right. Nothing in this Agreement (or the arrangements contemplated by it) is intended to construe either the Customer or Quotient as the processor of the other party or as joint controllers with one another.
- 18. FORCE MAJEURE**
- 18.1 The following provisions of this Clause 18 (Force Majeure) apply where Quotient is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event.
- 18.2 Quotient's obligations under this Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent Quotient is so prevented, hindered or delayed.
- 18.3 As soon as reasonably possible after commencement of the Force Majeure Event, Quotient shall notify the Customer of the occurrence of the Force Majeure Event, the date of commencement of the Force Majeure Event, and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement.
- 18.4 Quotient may terminate this Agreement if it is prevented, hindered or delayed from performing its obligations under this Agreement by a Force Majeure Event for thirty (30) days or more.
- 19. GENERAL**
- 19.1 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.
- 19.2 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.
- 19.3 An amendment to this Agreement is ineffective unless it is in writing, expressly purports to amend this Agreement and is signed by both parties.
- 19.4 Each of Quotient and the Customer warrants to the other that it has full power and authority to enter into and perform its obligations under this Agreement.
- 19.5 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.
- 19.6 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. Quotient may assign its rights under this Agreement, including the right to receive the whole or part of the Charges.
- 19.7 If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Quotation, the provisions of the Quotation shall prevail.
- 19.8 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.
- 19.10 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.



QUOTIENT SCIENCES (ALNWICK) LIMITED TERMS OF SUPPLY

APPENDIX 1

DEFINITIONS

1. DEFINITIONS

1.1 Meanings

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

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| Agreement | the contract between Quotient and the Customer made by these terms and conditions of supply. |
| Assumptions | the assumptions of Quotient in respect of the Services as set out in the Quotation. |
| 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 Quotation. |
| Commencement Date | [DATE] |
| Confidential Information | in relation to the Customer or Quotient 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. |
| Contract Year | any twelve (12) month period starting on any anniversary of the Commencement Date of this Agreement. |
| Customer | [NAME] (a company registered in England and Wales with company number []) whose registered office is situated at [ADDRESS]. |
| Customer Supplied Materials | has the meaning given to it in Clause 5.2.1. |
| Customer Supplied Materials Storage Period | has the meaning given to it in Clause 5.2.4. |
| 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 European General Data Protection Regulation (Regulation (EU) 2016/679) (the GDPR) and the Data Protection Act 2018. |

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| Deliverables | any documents, materials or other works to be produced as a result of the Services as more particularly described in the Quotation. |
| Event of Default | has the meaning given to it in Clause 16.1 (Event of Default). |
| ExW / ExWorks | shall have the meaning given to it in the standardised set of international trade terms published by the International Chamber of Commerce in 2010. |
| Force Majeure Event | any event which is beyond the reasonable control of Quotient, and which affects Quotient's performance, including acts of God, war, terrorism, fire and natural disasters, civil commotion, governmental actions, labour disputes including industrial action, accidents, 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 Quotient, under similar circumstances. |
| GMP | the Good Manufacturing Practice as set out in the Rules and Guidance for Pharmaceutical Manufacturers and Distributors 2015. |
| 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 Quotation. |
| Insolvency Event | each and any of the following in relation to the Customer or Quotient (being the Relevant Party). (a) 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 |



QUOTIENT SCIENCES (ALNWICK) LIMITED TERMS OF SUPPLY

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| | <p>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>(b) the Relevant Party is unable to pay its debts as they fall due or is insolvent;</p> <p>(c) the Relevant Party enters into a composition or arrangement with its creditors or any class of them; or</p> <p>(d) or any similar or analogous event to those set out above in any jurisdiction outside England and Wales.</p> | <p>Quotation the written plan (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, as well as details of any Customer Supplied Materials and Technical Package required for the provision of the Services.</p> <p>Quotient Quotient Sciences (Alnwick) Limited (a company registered in England and Wales with company number 09767194) whose registered office is situated at Trent House, Mere Way, Ruddington Fields Business Park, Ruddington, Nottingham, NG11 6JS, United Kingdom.</p> <p>Technical Package the technical process, documentation, data and other information provided by the Customer to Quotient which relates to the provision of the Services.</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 Quotient performing the Services. | |
| Order | the Customer's order for the Services and Quotient's acceptance of that order in accordance with Clause 3.2. | |
| Quality Agreement | <p>the document agreed by the parties prior to commencement of any GMP activities which sets out:</p> <p>(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</p> <p>(ii) the roles and responsibilities of each party's personnel in relation to quality matters.</p> | |
| Regulator | the Medicines and Healthcare Products Regulatory Agency in the UK and the European Medicines Agency in the European Union and such other body or bodies as may replace or supersede the same. | |
| Services | the services to be provided by Quotient under this Agreement as set out in the Quotation, together with any other services which Quotient agrees to provide to the Customer. | |
| | | <p>1.2 References</p> <p>1.2.1 References to:</p> <p>(a) Clauses are to clauses of this Agreement;</p> <p>(b) a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it except that, as between the parties, no modification, consolidation or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, either party;</p> <p>(c) either party includes, where appropriate, persons deriving title under it;</p> <p>(d) includes or including shall be construed without limitation to the generality of the preceding words;</p> <p>(e) any document (including this Agreement) or a provision of it shall be construed as a reference to that document or provision as amended from time to time by agreement between the parties in accordance with this Agreement;</p> <p>(f) writing includes any method of reproducing words in a legible and non-transitory form; and</p> <p>(g) the singular includes the plural and vice versa.</p> <p>1.3 Headings</p> <p>The headings are for convenience only and shall not affect the interpretation of this Agreement.</p> |