

TERMS & CONDITIONS

1. SCOPE

- 1.1 This document is called the Terms & Conditions.
- 1.2 The agreement between the Customer and GDMC is made up of (a) the Quotation and Purchase Order, (b) these Terms & Conditions and, only to the extent applicable (c) the Professional Services Schedule. References to “**Agreement**” are to these documents. The Quotation and Purchase Order prevails to the extent of any inconsistency between it and the other documents.
- 1.3 References in the Agreement to:
 - (a) “GDMC” is to GDMC Pte. Ltd.; and
 - (b) “Customer” is to the customer indicated in the Quotation and Purchase Order.

- ### **2. DEFINITIONS AND INTERPRETATION:** Capitalised terms have the meaning given to them in clause 16 of the Terms & Conditions. The rules of interpretation in clause 16 of the Terms & Conditions apply to the Agreement.

3. PRODUCT SUPPLY

- 3.1 The Customer may order catalog, off-the-shelf and/or custom products (**Product**) from GDMC by providing GDMC with a written request for the requested Products. For custom Products, Customer shall include a sequence request submission form for each Product (**Sequence Submission**) describing the genetic sequence of the desired custom Product. To the extent required under a Quotation and Purchase Order, the Customer shall provide to GDMC certain genetic sequences and related information (**Sequence Information**) in its Sequence Submission and/or related documents and correspondence.
- 3.2 In the event GDMC decides to supply the Products, GDMC will issue a proposal to the Customer setting out the price for the Products and other relevant details, if applicable, regarding their manufacture and supply (**Quotation and Purchase Order**). To be clear, GDMC has no obligation to issue a Quotation and Purchase Order and each Quotation and Purchase Order shall only be valid for the time period stated therein (or if not so stated, for a period of sixty (60) days) after which such Quotation and Purchase Order shall expire.
- 3.3 The Customer may accept the Quotation and Purchase Order by signing or otherwise agreeing to the Quotation and Purchase Order prior to its expiration or any extension of the Quotation and Purchase Order agreed to by GDMC in writing. Once signed or agreed by the Customer, the Quotation and Purchase Order shall be irrevocable and the Customer may not cancel such Quotation and Purchase Order.
- 3.4 GDMC shall use commercially reasonable efforts to manufacture and supply the Products designated in the Quotation and Purchase Order in accordance with the terms and conditions of the Agreement.

- 3.5 GDMC has the right to cancel any Quotation and Purchase Order if GDMC determines (acting reasonably) a need to do so for biosecurity, biosafety, patent infringement, export restrictions and/or feasibility reasons. Any such cancellation of a Quotation and Purchase Order shall be without penalty or liability to GDMC (provided that any prepaid amounts for such Products shall be credited toward future purchases of GDMC products, or if the Customer so requests, promptly refunded to the Customer).
- 3.6 To be clear, nothing in the Agreement shall limit or restrict GDMC’s right and ability at all times to provide products and services to third parties which are similar or identical to the Products or services made, provided or supplied under this Agreement.
- 3.7 GDMC shall use commercially reasonable efforts to deliver Products by the target delivery date specified in the Quotation and Purchase Order except where there are delays on the part of the Customer.
- 3.8 All Products will be delivered:
 - (a) CPT (Incoterms 2020), where the Quotation and Purchase Order specifies delivery to the Customer. In this case, unless otherwise specified in the Quotation and Purchase Order, GDMC may ship all Products using the means and carrier of its choice.
- 3.9 Risk in the Products passes to the Customer on delivery in accordance with the relevant Incoterm. This means that, from delivery, the Customer is solely responsible for any damage to or destruction of the Products regardless of the cause of such damage or destruction.
- 3.10 Title to the Products passes to the Customer on full payment of the purchase price of the Products. Until title passes to the Customer, the Customer must not: (a) do or allow anything to be done that is inconsistent with GDMC’s ownership including deal with, sell, part with possession of, convert or dispose of the Products, or (b) move the Products to another location without GDMC’s prior written consent.
- 3.11 In addition to anything noted in the Quotation and Purchase Order, the Customer shall provide (or have provided) to GDMC at its sole expense in a prompt and timely manner:
 - (a) the Sequence Submission, Sequence Information and sufficient amounts of materials and information to be used by GDMC to perform its obligations under this Agreement (**Customer Materials**),
 - (b) responses to questions, or reasonable requests of GDMC in respect of the Products,in each case, in accordance with applicable law.
- 3.12 The Customer represents and warrants that:

- (a) the Customer Materials provided to GDMC are accurate and complete with respect to each Product in the corresponding Quotation and Purchase Order;
 - (b) the Customer has all rights, licenses, registrations, consents and permissions required to provide the Customer Materials to GDMC and for GDMC to use such Customer Materials to manufacture and supply the Products and otherwise perform its obligations under the Agreement;
 - (c) all Customer Materials shall be de-identified and otherwise stripped of any identifiers of or information that can be used to identify any individual and the Customer will not otherwise provide any personal data to GDMC; and
 - (d) GDMC's possession and use of all Customer Materials and any Product that the Customer orders shall not violate any applicable laws or other agreements to which the Customer is a party, or infringe or misappropriate the Intellectual Property Rights of any third party.
- 3.13 The Customer grants GDMC and its Affiliates a non-exclusive license to use and develop the Customer Materials solely to manufacture and supply the Products, for GDMC's internal synthesis, validation, process improvement and quality control activities, and to otherwise perform GDMC's obligations under the Agreement. GDMC shall have no obligation to return any unused Customer Materials and no liability for any damage to or destruction of any Customer Materials.
- 3.14 The Customer must not use the Products except for internal use only and the Customer shall not sell, resell, transfer, distribute or supply the Products to any third party other than service providers acting on behalf of the Customer (and not for the purpose of benchmarking GDMC's Products against products supplied by such service provider or another vendor) or bona fide collaborators for the commercialization of the Customer's products (such service providers and collaborators collectively, **Permitted Transferees**).
- 3.15 The Customer shall be solely responsible and liable for any use of the Products. The Customer and/or its Permitted Transferees shall not use any Product in humans to treat or diagnose any condition nor for any other diagnostic or therapeutic purposes, for investigational use in foods, drugs, devices or cosmetics of any kind, or for consumption by or use in connection with or administration or application to humans or animals unless the Customer and/or its Permitted Transferees first obtain all necessary and/or appropriate approvals, clearances, authorisations and/or licenses from the applicable governmental agency. To be clear, the Customer shall use all Products in accordance with applicable laws, rules, regulations, governmental policies and any other guidelines and in accordance with the terms and conditions of the Agreement.
- 3.16 The Customer must not (and must not authorize or permit others to) reverse engineer, deconstruct or disassemble any Products provided that, for Products comprising an
- library for viral vectors, enzymes, proteins or nucleic acid therapeutics, this restriction does not limit the Customer's ability to screen such library, isolate individual items such as viral vectors from such library, and reverse engineer, deconstruct or disassemble such sequences.
- #### 4. PAYMENTS
- 4.1 The amount payable for goods and services to be provided by GDMC is set out in the Quotation and Purchase Order.
- 4.2 All references to \$ and all prices are stated (a) in the lawful currency of Singapore unless set out otherwise in the Quotation and Purchase Order; and (b) exclusive of any goods & services tax, value added tax, local, import, custom taxes or other taxes, duties or charges or any shipping, delivery or storing charges or charges for applying for any export or import licences applicable to the transaction.
- 4.3 The Customer must pay all goods & services tax, value added tax, local, import, custom taxes or other taxes, duties or charges or any shipping, delivery or storing charges or charges for applying for any export or import licences applicable to the transaction, at the same time as payment for the underlying transaction.
- 4.4 Unless GDMC directs otherwise, the Customer must make all payments to GDMC by electronic funds transfer to the account noted on the invoice or any other account nominated by GDMC and notified to the Customer without deduction for any bank fees.
- 4.5 GDMC is entitled to invoice the Customer upon receiving the Customer's agreement to the Quotation and Purchase Order, and the Customer must pay such invoices within 30 days from the date of each invoice and where the Quotation and Purchase Order specifies:
- (a) Payment in advance, then notwithstanding anything else, GDMC is not obliged to begin its work on the Product until the Customer has paid that invoice; and
 - (b) Payment on delivery, then despite the foregoing, the Customer is entitled to delay payment until delivery of the Product.
- 4.6 GDMC reserves the right to adjust product pricing and the prices may not be the same as that in the Quotation and Purchase Order, where the Customer is in breach of the Agreement or any of the information it provides is inaccurate or misleading.
- #### 5. CONFIDENTIALITY
- 5.1 Subject to clause 5.2 of these Terms & Conditions, the Customer must not disclose the Confidential Information, must keep the Confidential Information secure from disclosure and must only use the Confidential Information to directly further the purposes of this Agreement or to enforce its rights under this Agreement.

5.2 The restrictions in clause 5.1 of these Terms & Conditions do not apply to the extent:

- (a) the Customer is required by law, rules, regulations or binding guidelines to disclose the information and has given GDMC reasonable notice of that obligation and a reasonable opportunity to ensure that only what is required to be disclosed is disclosed;
- (b) the information is in or enters the public domain other than as a result of a breach of this Agreement by the Customer;
- (c) the information is provided to the Customer by a third party which is under no obligation of confidence in respect of that information; or
- (d) the information is disclosed to directors, officers, employees, agents and contractors of the Customer and such disclosure is strictly necessary for the performance or exercise of rights under this Agreement or to a legal, accounting or other advisor in the ordinary course of conducting its business.

5.3 The Customer recognizes and agrees that: (i) a breach of this provision may irreparably harm GDMC; and (ii) GDMC is entitled to seek equitable relief, including termination of this Agreement.

6. INTELLECTUAL PROPERTY

6.1 The Customer shall retain all Intellectual Property Rights in and to the Customer Materials (subject to the rights and licenses expressly provided for in this Agreement).

6.2 GDMC shall retain all Intellectual Property Rights in and to GDMC's intellectual property existing prior to this Agreement or developed independently of its performance of this Agreement or used, practiced or developed in connection with product, gene or DNA synthesis, mRNA synthesis, viral vector synthesis, assembly and manufacturing, including, without limitation, any suggestions, improvements or modifications to each of the foregoing (collectively, **GDMC Manufacturing Technology**), whether or not developed, created or improved by either party (alone or jointly with others), and the Customer agrees to assign and hereby assigns all of its rights, title and interest in and to the GDMC Manufacturing Technology to GDMC.

6.3 No rights or licenses in, to or under either party's Intellectual Property Rights are granted or provided hereunder, by implication, estoppel or otherwise, except to the extent expressly provided for in this Agreement.

6.4 In the event GDMC incorporates any GDMC Manufacturing Technology into any Products shipped to the Customer and duly paid for by the Customer, GDMC hereby grants to the Customer a perpetual, non-exclusive, fully paid-up, worldwide license to use such GDMC Manufacturing Technology incorporated into such Products solely as incorporated into and solely as necessary to use such Products, subject to the terms and conditions of this Agreement. The Customer is solely responsible for determining if there are any restrictions on

use of Products resulting from any third-party patents or other proprietary rights.

7. LIABILITY

7.1 The Customer indemnifies GDMC, its Affiliates, each of their respective directors, officers, employees, agents and contractors against any loss or damage suffered or incurred by any of them in relation to a claim by a third party including:

- (a) any infringement or alleged infringement of any third party Intellectual Property Rights arising from the use of any Customer Materials in accordance with this Agreement (or on account of the manufacture or supply of Products in accordance with such Customer Materials);
- (b) arising from the Customer's use of the Products;
- (c) any breach of this Agreement by the Customer; and
- (d) any negligence, wilful default, fraud or dishonesty of the Customer, its Affiliates or any of their respective directors, officers, employees, agents or contractors, except to the extent such loss or damage arises as a result of GDMC's breach of the Agreement.

7.2 Except as expressly provided in this Agreement and subject to any statutory warranties that cannot be excluded, GDMC:

- (a) does not give any warranty or make any representation (whether express or implied) in respect of the Products or its services under this Agreement and in particular GDMC gives no warranty of merchantability, fitness for a particular purpose, non-infringement, satisfactory quality or accuracy except that GDMC warrants that it shall use commercially reasonable efforts to manufacture and supply the Products designated in the Quotation and Purchase Order in accordance with the terms and conditions of the Agreement; and
- (b) disclaims any implied term including any arising from any course of dealing, course of performance, or usage in the industry and the Customer must not make a claim against GDMC on any of these bases.

7.3 Notwithstanding any other provision in this Agreement and to the fullest extent permitted by law:

- (a) GDMC is not liable for any: (i) special, incidental, indirect or consequential damages; (ii) loss of profits, revenue, business, anticipated savings, use of any product or service, opportunity, goodwill or reputation; or (iii) wasted expenditure;
- (b) GDMC's total liability for claims by the Customer or any third parties under this Agreement is limited under the Schedules and is also limited in aggregate to the total amount actually paid to GDMC under this Agreement,

and the Customer must not make a claim against GDMC which is contrary to this clause 7.3 of these Terms & Conditions.

7.4 No claim arising out of this Agreement, regardless of form, may be brought against GDMC more than the

shorter of one year or the minimum period allowed by law after the cause of action has accrued. 9.7 Clauses 4, 6, 7, 8, 9, 12, 13 and 15 of these Terms & Conditions (and such other clauses as are necessary to give effect to those clauses) and any other clauses specified in applicable Schedules shall survive termination of this Agreement.

7.5 This clause 7 of these Terms & Conditions shall survive failure of any exclusive remedy.

8. **TERM:** This Agreement will take effect from the date the Quotation and Purchase Order is accepted or deemed to be accepted under clause 3.3 (**Effective Date**) and will continue in full force and effect until the Product is delivered to the Customer, unless otherwise terminated earlier under clause 9 of these Terms & Conditions.

9. TERMINATION

9.1 Without prejudice to any other rights, each party may at any time terminate this Agreement by written notice with immediate effect if:

- (a) the other party is in material breach of this Agreement and has not remedied such breach to the reasonable satisfaction of the first party within a reasonable period of notice of the breach;
- (b) the other party is dissolved or otherwise ceases to exist, is unable to pay all or a substantial portion of its debts as and when these fall due or, unless part of a bona fide solvent reconstruction, the other party has an administrator, liquidator, receiver or other similar person appointed in respect of it or its affairs or enters into any composition or arrangement with all or a substantial number of its creditors in respect of all or a substantial portion of its debts, puts a formal proposal to such creditors for such a composition or arrangement.

9.2 Without prejudice to any other rights, GDMC may at any time terminate this Agreement by written notice with immediate effect if:

- (a) the Customer has failed to pay any amount on the date the Customer is required to pay such fee

9.3 Either party may terminate this Agreement by giving the other party at least 30 days' written notice and if this Agreement is terminated under this clause by the Customer, GDMC is not obliged to provide a refund of any fees, costs or expenses paid in advance and the Customer must pay the total amount which it would otherwise have been obliged to pay for the Product if the Agreement was not terminated.

9.4 Where a party has a right to terminate this Agreement, that party may terminate the Agreement or the applicable Schedule only. Schedules that are not terminated shall continue in full force and effect under the terms of these Terms & Conditions.

9.5 Any termination of this Agreement shall not affect the rights and liabilities of any party accruing prior to the date of termination.

9.6 On termination of this Agreement, the Customer must return all Confidential Information to GDMC.

10. SUSPENSION

10.1 Notwithstanding any other provision in this Agreement, GDMC may suspend GDMC's provision of goods or services under this Agreement if the Customer is in material breach of this Agreement, after giving notice to the Customer of the suspension and the nature of the breach giving rise to the suspension.

10.2 So long as GDMC acts in good faith in exercising its right to suspend under clause 10.1 of these Terms & Conditions, GDMC is not liable to the Customer and the Customer must not make a claim against GDMC for any matter related to the suspension including any failure to meet the target delivery date.

10.3 Without affecting any lien to which GDMC is otherwise entitled at law over funds, papers and other property of the Customer in GDMC's possession:

- (a) GDMC shall be entitled to retain by way of lien any funds, property or papers of the Customer, which are from time to time in GDMC's possession or control, until all costs, disbursements, interest and other moneys due to GDMC have been paid; and
- (b) GDMC's lien will continue notwithstanding that GDMC ceases to work for the Customer.

11. FORCE MAJEURE

11.1 Unless specifically provided otherwise in this Agreement, a party's obligations to perform this Agreement (other than payment of monies) is suspended to the extent it is prevented from doing so by any event or circumstance beyond its reasonable control (**Force Majeure Event**) including earthquakes, floods or other acts of God, nuclear, chemical, biological or ionising contamination, international hostilities, invasions, wars (whether declared or not), civil disturbances such as revolutions, rebellions, strikes, acts of terrorism, explosions, sabotage, insurrections, pandemics, plague, quarantine, severe or prolonged interruption of or hindrance in obtaining electricity, energy, power and/or water supply, international foreign trade, customs or transportation embargo or sanction and interruption of telecommunications services.

11.2 Unless specifically provided otherwise in this Agreement, each party will bear its own costs arising out of a Force Majeure Event.

12. GOVERNING LAW & DISPUTE RESOLUTION

12.1 This Agreement shall be governed by the laws of Singapore.

- 12.2 Any claim or dispute under this Agreement, except for any claim by GDMC for payment of fees due under this Agreement, shall be resolved in the following way:
- (a) A party may only make a claim or require settlement of a dispute by notice in writing to the other party setting out reasonable details of the claim or dispute;
 - (b) On receipt of such notice, both parties must consult in good faith with a view to settling the claim or dispute;
 - (c) If after good faith consultations for a period of at least 7 days, the parties have not reached an agreement on the settlement of such claim or dispute, the chief executive officer of both parties must negotiate and consult in good faith with a view to settling the claim or dispute with both chief executive officers or authorised representatives setting aside no less than 7 days for such meetings;
 - (d) If after complying with paragraph (c) above, the parties have not reached an agreement on the settlement of such claim or dispute, each party may make a claim, in which case both parties submit to the exclusive jurisdiction of the courts of Singapore.
 - (e) If the claim is for more than US\$1 million or a party is not incorporated in Singapore, a disputing party may submit the dispute to the Singapore International Arbitration Centre. In such a case, the arbitration shall be conducted in English and one arbitrator shall be appointed after nomination by GDMC and consultation with the Customer, each party acting reasonably.
- 15.2 Each party to this Agreement shall pay its own costs (including legal costs) relating to the negotiation, preparation and execution of this Agreement and of each document referred to in it.
- 15.3 This Agreement constitutes the entire agreement between the parties to this Agreement in relation to the subject matter of the Quotation and Purchase Order and supersedes any previous agreements relating to it. To be clear, if the Customer has purchased other professional services from GDMC, this clause does not negate the agreement in relation those professional services.
- 15.4 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not impair or constitute a waiver of the right or remedy. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 15.5 The Customer must not set-off against or deduct from any amount it must pay to GDMC under this Agreement. GDMC may set-off and deduct from any amount it must pay the Customer under this Agreement, any amount payable by the Customer to GDMC.
- 15.6 The Customer may not transfer, assign or novate any of its rights or obligations under this Agreement without the prior written consent of GDMC. GDMC may transfer, assign or novate any of its rights or obligations under this Agreement to an Affiliate or to the purchaser of its business at any time by notice to the Customer and the Customer must sign all documents reasonably required by GDMC to perfect such transfer, assignment or novation.
- 15.7 There are no third party beneficiaries to this Agreement.
- 15.8 This Agreement may be executed in any number of counterparts.
- 15.9 This Agreement is drawn up in the English language. If this Agreement is translated into another language, the English language text prevails.
- 15.10A person signing this Agreement on behalf of a party warrants that he or she has authority to bind that party for that purpose.

13. NOTICES

- 13.1 All notices and communications given by either party to the other must be in writing and in the English language, and must be either: (i) delivered personally, or (ii) sent by prepaid mail (and air mail if overseas)
- 13.2 A notice is deemed given if: (i) delivered personally, when left at the address referred to in the Quotation and Purchase Order; (ii) sent by prepaid mail, except air mail, 2 business days after posting it; (iii) sent by air mail, 6 business days after posting it.
- 13.3 The Customer agrees to also receive electronic notices from GDMC, which will be sent by email to the Customer at the address referred to in the Quotation and Purchase Order or any other email provided to GDMC. An electronic notice is deemed given if delivery has been recorded by the sender's email system (provided that the sender does not receive a delivery failure report).

14. **AMENDMENTS:** No modification to this Agreement will be effective unless it is in writing and signed by all parties.

15. GENERAL

- 15.1 If anything in this Agreement is unenforceable, illegal or void, then it is severed and the rest of this Agreement remains in force.

16. DEFINITIONS AND INTERPRETATION

- 16.1 Unless the context requires otherwise, capitalised terms in the Agreement have the following meaning:
- Affiliate** of a party means any person Controlling that party, Controlled by that party or under common Control with that party.
- Change of Control** means in relation to the Customer, a change in the direct or indirect Control of the Customer.
- Confidential Information** means: (a) the terms of the Agreement, (b) the know-how GDMC is in possession of

whether before or after the date of this Agreement (other than Customer Materials) or information in connection with product, gene or DNA synthesis, mRNA synthesis, viral vector synthesis, assembly and manufacturing, and (c) any information provided by or on behalf of GDMC in relation to it, its business, customers, suppliers, employees or contractors, including its plans, in whatever form including information stored electronically, physically or extracted or referred to in reports, analyses or notes.

Control of a person means directly or indirectly (a) holding or having the power to direct the exercise of more than 50% of the voting securities of that person or (b) having the power to direct the management of that person.

Customer Materials has the meaning given to it in clause 3.11(a) of these Terms & Conditions.

Effective Date has the meaning given to it in clause 8 of these Terms & Conditions.

Force Majeure Event has the meaning given to it in clause 11 of these Terms & Conditions.

GDMC Manufacturing Technology has the meaning given to it in clause 6.2 of these Terms & Conditions.

Intellectual Property Rights means all intellectual property rights including patents, know-how, trade secrets, business names, copyrights, trademarks, service marks, trade names, designs, and similar industrial, commercial and intellectual property (whether registered or not and whether protected by statute or not and including formulae, recipes and know-how) and the right to have information kept confidential and all rights to use any of the foregoing.

Permitted Transferees has the meaning given to it in clause 3.14 of these Terms & Conditions.

Product has the meaning given to it in clause 3.1 of these Terms & Conditions.

[**Professional Services** mean any professional services specified in the Quotation and Purchase Order outside of the manufacture of the Product].

Quotation and Purchase Order has the meaning given to it in clause 3.2 of these Terms & Conditions.

Sequence Information has the meaning given to it in clause 3.1 of these Terms & Conditions.

Sequence Submission has the meaning given to it in clause 3.1 of these Terms & Conditions.

16.2 Unless the context requires otherwise, the following rules of interpretation apply in this Agreement:

- (a) words importing the singular include the plural and vice versa;
- (b) if a word or phrase is defined, cognate words and phrases have corresponding definitions;

- (c) reference to any document includes the document as varied, amended or replaced and notwithstanding any change in the identity of the parties;
- (d) headings are for convenience only and shall not affect the interpretation of a provision and reference to a Schedule is a reference to a Schedule of the Agreement;
- (e) reference to 'including' and similar expressions are not words of limitation;
- (f) reference to a person includes individuals, corporations, trusts, partnerships and any other entities;
- (g) if the Customer comprises more than one person, then each of them is jointly and severally liable for any obligations of the Customer and may only exercise rights of the Customer jointly.

16.3 No provision of this Agreement will be construed adversely to a party solely on the ground that the party prepared this Agreement.

16.4 Where a provision provides that any matter is subject to the approval or consent of GDMC, GDMC has an absolute discretion as to whether or not to give its approval or consent, and may give any approval or consent subject to any conditions it deems fit.

16.5 Where GDMC is entitled to recover or have paid its costs and expenses, such costs and expenses shall include all costs and expenses charged by third parties, the time costs of GDMC personnel based on GDMC's then current hourly rate applicable for such personnel including for time spent travelling and reasonable accommodation, meals and travel expenses.

PROFESSIONAL SERVICES SCHEDULE

This Professional Services Schedule applies if the Customer purchases Professional Services from GDMC.

1. SCOPE

- 1.1. GDMC will perform the Professional Services set out in the Proposal and Purchase Order or otherwise agreed on between the parties in relation to the Products.
- 1.2. Where there is any ambiguity in the scope of services agreed between the parties, GDMC is entitled to perform such services within a scope consistent with that it applies for its customers generally. That means that if the Customer requires services which are beyond customary assistance with the Products or which arise as a result of the Customer's other needs or its systems, policies, processes or procedures, GDMC is not obliged to provide such services unless it has agreed to do so.
- 1.3. Unless a specific timeframe and times are agreed to for the provision of the Professional Services, GDMC is only obliged to perform the Professional Services within a reasonable time and during reasonable times.

2. FEES

Unless otherwise agreed between the parties:

- 2.1. GDMC provides estimates for Professional Services, not fixed quotes;
- 2.2. where GDMC gives a quote of fees for services on the basis of a daily or hourly rate, the Customer must pay such daily or hourly rate for each day or hour GDMC's personnel is available to provide the services from the date agreed with the Customer for provision of the services;
- 2.3. If performance of GDMC's services are delayed as a result of things which are within the Customer's control, GDMC is entitled to charge fees for each day or hour that its personnel is available but prevented from performing services as well as for each day or hour that its personnel perform the services.

3. CO-OPERATION AND REPRESENTATIONS

The performance of the Professional Services is likely to require cooperation from the Customer and may be dependent on representations the Customer makes. Accordingly, GDMC's obligations are qualified to the extent:

- 3.1. the Customer fails to provide GDMC with timely cooperation and instructions as may be reasonably required by GDMC in order to provide the Professional Services;
- 3.2. the Customer fails to make decisions or give approvals in connection with the Professional Services in a timely manner;
- 3.3. the Customer makes representations or statements about its Sequence Submission or Sequence Information or provides other information which are material to the

delivery of the Professional Services or Products which are inaccurate or misleading;

- 3.4. the Customer makes decisions which affect the Professional Services or its final product.

4. LIABILITY

GDMC's total liability for claims by the Customer or any third parties in relation to the Professional Services is limited to the total fee actually paid to GDMC for such Professional Services and the Customer must not make a claim against GDMC which is contrary to this section.

5. **INTELLECTUAL PROPERTY:** Clause 6 of the Terms & Conditions shall apply to any Intellectual Property Rights resulting from the performance of the Professional Services.
6. **TERMINATION:** Sections 4 and 5 of this Schedule shall survive any termination of this Agreement.