CHILDREN'S MEDICAL RESEARCH INSTITUTE
Jeans for Genes®

GENERAL RESEARCH SERVICES AGREEMENT

These are the standard terms and conditions on which **Children's Medical Research Institute** (ABN 47 002 684 737) of 214 Hawkesbury Road, Westmead, NSW 2145 Australia (**CMRI**) will provide services to the Customer - the entity named in the Quotation and Scope of Services.

1. DEFINITIONS

In addition to the terms defined in the Agreement Details, unless the context otherwise requires the following terms have the meaning set out below:

Affiliate means an entity that controls, or is controlled by or under common control with, a party at the relevant point in time. Control exists where an entity directly or indirectly owns more than 50% of the voting shares in the other entity, controls the composition of its board of directors or otherwise has the ability to control the other entity's affairs.

Agreement means the agreement between CMRI and Customer that comprises:

(a) a Service Request;

(b) a Quotation and Scope of Services that are accepted and agreed to in writing by CMRI and the Customer; and

(c) these Standard Terms and Conditions.

CMRI Background IP means Intellectual Property owned by CMRI, which CMRI is free to license and is necessary for Customer's use of the Deliverables in accordance with the Usage Rights.

Confidential Information means the terms of this agreement, the Customer Information and all know-how, technical and financial information, materials and any other commercially valuable or sensitive information in whatever form, including inventions (whether or not reduced to practice), trade secrets, formulae, graphs, drawings, samples, devices, models and any other materials or information of whatever description, which a party regards as confidential, proprietary or of a commercially sensitive nature. The following are exceptions to such information (and the party seeking to rely on the exception bears the burden of establishing the existence of such exceptions):

(i) information which is lawfully in the public domain prior to its disclosure to the party;

(ii) information which enters the public domain otherwise than as a result of an unauthorised disclosure;

(iii) information which is or becomes lawfully available to the party from a third party who has the lawful power to disclose such information to the party on a non-confidential basis; and

(iv) information which is rightfully known or independently developed by the party prior to the date of disclosure.

Customer means the person(s), company, incorporated association or firm to whom CMRI agrees to provide the Services described in an Order.

Customer Information means the information supplied or required to be supplied (as the context requires) by the Customer under clause 2.2(a).

Customer IP has the meaning given in clause 5.1.

De-Identified Information means clinicopathological patient information, being data which is re-identifiable by the provider but which is provided to the recipient with all identifiers having been removed. Some examples include age, sex, medical history, pathology, treatments, and treatment outcomes

Derivatives mean substances which contain or incorporate any of the Customer Material or Deliverables (as the context requires), including substances which constitute an unmodified functional subunit or product expressed by Customer Material or a Deliverable.

Intellectual Property means statutory and other proprietary rights in respect of copyright and neighbouring rights; all rights in relation to inventions, patents, know-how, plant varieties, registered and unregistered trademarks, registered and unregistered designs, circuit layouts and rights to maintain the confidentiality of information, but does not include moral rights that are not transferable.

Liabilities means any and all, losses, claims, damages, liabilities, obligations, penalties,

judgments, awards, costs, expenses, and disbursements, including, the costs, expenses and disbursements, as and when incurred, of investigating, preparing, or defending any action, suit, proceeding, or investigation asserted by a third party (including legal fees and expenses on a full indemnity basis), however arising (including under tort or negligence).

Order means:

(a) any Service Request which is accepted and agreed to by CMRI; or

(b) any Quotation provided by CMRI to a Customer which is accepted and agreed to by that Customer (together with a Scope of Services consistent with the Quotation and signed by the Customer).

Personnel means a party's employees, officers, directors, advisers or other authorized representatives, and in the case of Customer includes the Customer Scientist.

Quotation means any quotation from CMRI to a potential Customer that incorporates by reference these standard terms and conditions (and which the Customer accepts and agrees to).

Services means those research services to be provided by CMRI to the Customer as described in the Order.

Services IP means Intellectual Property that relates solely to the Customer Material or Derivatives of Customer Material which is created by CMRI in the course of supplying the Services. For the avoidance of doubt, Services IP does not include any improvements to CMRI's methods or know-how.

2. SUPPLY OF SERVICES

2.1 Ethics approvals

(a) Customer must ensure all Customer Material was collected or will be collected in accordance with the standard patient informed consent procedures of Customer in effect at the time of collection and subject to approval or an exemption determination by the Customer's human research ethics committee.

(b) CMRI is not qualified to provide ethics clearance or any other relevant regulatory approvals. It is the sole responsibility of Customer to obtain all regulatory approvals, clearances and licences necessary for Customer's provision of the Customer Material and Customer Information, and for the use of Deliverables. Customer must ensure it has all relevant regulatory approvals prior to entering into this agreement.

(c) Customer must supply copies of relevant ethics approvals to CMRI on request.

2.2 Supply of Customer Material

(a) Customer must supply the Customer Material and De-Identified Information, if any, DDP (Incoterms 2010) to CMRI as soon as practicable after the Commencement Date, together with all information known to Customer regarding the toxicity or other properties of, and the safe use and handling of, the Customer Material and such other information as CMRI reasonably requires in order to perform the Services (**Customer Information**).

(b) Customer must not knowingly supply Customer Material that is infectious, radioactive or otherwise hazardous unless Customer has first disclosed to CMRI the biohazards associated with the Customer Material. CMRI may refuse to perform the Services if it considers the Customer Material may pose a hazard to its Personnel.

(c) Customer will be liable for payment of shipping, insurance and export and import costs for the delivery of Customer Material to CMRI's premises. If CMRI organises delivery on Customer's behalf, Customer must reimburse such costs within 30 days of receipt of CMRI's invoice.

(d) CMRI is under no obligation to perform the Services unless and until:

(i) Customer has ethics approvals in accordance with clause 2.3(a);

(ii) Customer has paid any Initiation Fee as defined in clause 3.1(a); and

(iii) Customer Material and Customer Information is received and is, in CMRI's opinion, in a suitable state for provision of the Services.

(e) Risk and title in the Customer Material remains with the Customer at all times. While CMRI will take reasonable care to prevent the Customer Material and Customer Information in its possession from loss, theft, contamination or destruction, CMRI accepts no responsibility in relation to the Customer Material or Customer Information. The parties acknowledge that due to the nature of the Services all Customer Material may be consumed.

2.3 Supply of Services and Deliverables

(a) Subject to clauses 2.1(b), 2.2 and 2.3(b), CMRI will supply the Services and use its reasonable endeavours to deliver the Deliverables to Customer as specified in the Agreement Details.

(b) Customer acknowledges that due to the nature of the Services, CMRI cannot guarantee timely performance or that the Services will actually be successful. CMRI will notify and consult with Customer in the event of any delays or technical difficulties in performing the Services. If the Services are initially unsuccessful for reasons that CMRI considers are not related to the Customer Material or Customer Information, CMRI may in its sole discretion attempt to re-perform the Services for no additional charge.

(c) CMRI will deliver the Deliverables EXW (Incoterms 2010) from CMRI's premises. Risk in the Deliverables passes on delivery. Title in the Deliverables passes to Customer on the later of delivery or when all Fees have been paid in full. CMRI may, at Customer's request and expense, arrange shipping of the Deliverables to Customer, including insurance.

(d) Unless otherwise specified in the Agreement Details, Customer will be responsible for the cost of shipping the Deliverables to Customer, including complying with any applicable export and import requirements. If Customer has not made arrangements for shipping of the Deliverables within 30 days of notice from CMRI, CMRI at its sole discretion may charge Customer storage fees and/or discard such Deliverables.

2.4 Use of Deliverables

(a) Customer must use the Deliverables solely in accordance with the Usage Rights. Customer must not sell, transfer, disclose or otherwise provide access to the Deliverables to any third party other than for non-commercial research and teaching purposes, unless CMRI has given its express written consent beforehand or such use is expressly part of the Usage Rights.

(b) Customer understands Deliverables have not been approved for human use and agrees that the Deliverables and Derivatives of the Deliverables will not be administered to humans in any manner or form.

(c) Use of the Deliverables and their Derivatives at Customer's own risk and Customer assumes all Liability for any loss or damage which may arise from its use, handling, storage, transport and disposition of the Deliverables and their Derivatives.

2.5 Customer's obligations

Customer must:

(a) use, handle, store, transport and dispose of the Deliverables in compliance with all applicable ethics approvals, laws and regulations; and

(b) ensure its Personnel comply with all the obligations imposed on Customer under this agreement.

2.6 Technical failures

(a) Customer acknowledges that the nature of the Services entails a risk of technical failure. Subject to paragraph (b), if a technical failure prevents completion of Services, Customer must pay CMRI all costs directly associated with the provision of the Services, unless otherwise agreed in writing.

(b) CMRI is not responsible for the direct or indirect consequences of the use of any Customer Material or Customer Information provided by Customer or a third party for a Service (if applicable). If the lack of functionality of Customer Material or Customer Information results in the inability of CMRI to provide the Services, CMRI may:

(i) recover from Customer all fees and expenses incurred that are associated with the use of Customer Material and Customer Information up to the point of CMRI's termination of the relevant Services; and

(ii) offer its own components or services needed for completion of the Services at an additional fee, to be agreed by the parties in writing.

3. FEES AND PAYMENT

3.1 Payment terms

(a) Prior to commencing the Services, CMRI may issue an invoice for part payment of the Fees payable for the Services (**Initiation Fee**). The Initiation Fee is non-refundable.

(b) CMRI will issue to Customer an invoice for the balance of the Fees when CMRI is satisfied that the Services are complete, or as otherwise specified in the Agreement Details. Customer must

pay invoices within 30 days from the date of issue of the invoice, unless specified otherwise on the relevant invoice.

(c) Invoices may be issued on a monthly basis incorporating all Services provided to Customer during that month; however, CMRI may issue an invoice at any time following completion of the relevant Service.

(d) CMRI reserves the right to offer terms of credit or require payment of the relevant Fee in full before commencing provision of the Services.

3.2 Overdue payments

If any payment is overdue, in addition to any other right it may have CMRI may suspend provision of the Services until payment is made and/or charge interest on any unpaid amount at the rate 5% above the Cash Rate Target of the Reserve Bank of Australia (calculated daily).

3.3 Goods and services tax

(a) Unless expressly stated otherwise, all amounts stated to be payable in this agreement exclude GST.

(b) If GST is imposed on any supply made under or in accordance with this agreement, the recipient of the taxable supply must pay an additional amount equal to the GST payable on or for the taxable supply. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this agreement.

(c) If this document requires a party to pay for, reimburse or contribute to any expense, loss, indemnity or outgoing (reimbursable expense) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of:

(i) the amount of the reimbursable expense less the input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense; and

(ii) if the other party's recovery from the first party is a taxable supply, any GST payable in respect of that supply.

(d) In this clause 3.3, words defined in the *A New Tax System (Goods and Services) Act 1999* (Cth) or subordinate legislation have the meaning given in that legislation.

(e) Where GST does not apply, the Fees and other amounts payable under this agreement exclude any applicable goods and services tax, value added tax, import or export charges or similar, which additional amounts must be paid by Customer.

4. CONFIDENTIAL INFORMATION

4.1 Acknowledgement

Each party acknowledges that:

(a) the Confidential Information of the other party (**disclosing party**) is the sole and valuable property of the disclosing party; and

(b) any unauthorised disclosure or use of the Confidential Information could give rise to considerable damage to the disclosing party, and that damages may be an inadequate remedy.

4.2 Non-use, non-disclosure obligation

Each party must keep the disclosing party's Confidential Information confidential, not disclose it to third parties without the disclosing party's consent and only use the Confidential Information for the purposes of this agreement.

4.3 Disclosure to Personnel

Notwithstanding any other provision of this agreement, a party may disclose the Confidential Information to its Personnel who have a specific need to know the Confidential Information, provided that any such Personnel are subject to binding undertakings of confidence.

4.4 Compelled disclosure

If a party is, or may be, required by law or Court order to disclose any of the Confidential Information, it will not be a breach of its obligations under this agreement to do so provided that it notifies the disclosing party in writing of the requirement. The party must, as reasonably required by and at the expense of the disclosing party, assist or permit the disclosing party to oppose or restrict disclosure.

4.5 Publications by CMRI

Customer acknowledges and agrees that CMRI may disclose general methods and information created by it as a result of the Services in scientific publications. This does not include the right to disclose any identifiable patient information or Customer Confidential Information.

4.6 Publications by Customer

If Customer wishes to:

(a) publish or submit for publication any paper, journal article, oral presentation, poster presentation or other public disclosure; or

(b) file any application with any government or regulatory body which in the ordinary course would expect to be published,

referring to CMRI's provision of the Services or Deliverables it must:

(i) refer to the input of the Research Core Facility at Children's Medical Research Institute' in the acknowledgements and/or methods section(s);

(ii) include CMRI Personnel as co-author(s), where such Personnel have made substantial intellectual and/or experimental contribution(s) and it is appropriate to do so; and

(iii) supply a copy of the proposed publication to CMRI beforehand;

For the avoidance of doubt, Customer does not require CMRI approval to publish the publication unless it contains CMRI's Confidential Information or implies that CMRI endorses Customer's technology.

4.7 Media releases and use of names

Neither party may issue a media release or use the name of the other party in any promotional materials regarding this agreement without prior written consent of the other, except as may be required by law.

5. INTELLECTUAL PROPERTY

5.1 Customer Background IP licence

Customer grants CMRI a non-exclusive, royalty-free licence of all Intellectual Property rights in the Customer Material and Customer's Confidential Information (**Customer IP**) during the Term to the extent necessary for the provision of the Services and performance of this agreement by CMRI.

5.2 Ownership of Services IP

On payment of all Fees in full, CMRI assigns and agrees to assign all Services IP to Customer. Customer owns the Services IP on and from the date of such assignment.

5.3 CMRI Background IP licence

CMRI grants Customer a non-exclusive, worldwide, royalty-free licence to use the CMRI Background IP to the extent necessary for Customer to be able to use the Deliverables in accordance with the Usage Rights, for the duration of the CMRI Background IP. Such licence may not be transferred or sublicensed unless otherwise specified in the Agreement Details.

5.4 Third party infringement

(a) Customer warrants that: (i) it owns or is otherwise entitled to supply the Customer Material and Customer Information to CMRI for the purposes of this agreement and to grant the licence in clause 5.1; and (ii) CMRI's use of the Customer IP will not infringe the Intellectual Property or other rights of any third party. If Customer has reason to believe such warranty is untrue or a third party alleges that its rights have been infringed by the provision of the Services, Customer must immediately notify CMRI and provide such information in its possession as CMRI may reasonably require in respect of any such allegation.

(b) If CMRI has reason to believe, or receives an allegation, that a third party's rights have been infringed by CMRI's use of the Customer Material or Customer Information, or the provision of the Services, CMRI may in its sole discretion (and with notice to Customer) suspend the provision of the Services while it investigates such claim or is satisfied that Customer has (at Customer's sole expense) obtained all necessary licences or consents to enable it to authorise provision of the Services. To the extent any such potential infringement specifically relates to the Customer Material or Customer Information, CMRI will promptly notify Customer and provide such information in its possession as Customer may reasonably require in respect of any such allegation.

5.5 No implied licence

No implied licences or other rights are provided by either party except as expressly set out in this agreement.

6. WARRANTIES AND LIABILITY

6.1 Mutual warranties

Each party warrants that it has obtained all necessary consents and approvals required for it to lawfully enter into this agreement.

6.2 Customer warranties

Customer warrants that all: (a) Customer Information supplied by it is complete and accurate in all material respects; and (b) Customer Material supplied by has been collected in accordance with relevant ethics approvals and is not known to contain hazards to human health.

6.3 Limitations on warranties

(a) The parties recognize the Services are experimental in nature and the Deliverables are not intended for commercial use. Customer acknowledges that all timelines are good faith estimates. CMRI hereby disclaims any warranties that the Services will be successfully completed within the contemplated period, despite its reasonable efforts to do so.

(b) Unless specified in the Agreement Details, CMRI makes no representation or warranty that any resulting product from the performance of the Services will conform to certain specifications.

(c) Customer acknowledges and agrees that the Services and any Deliverables are supplied 'as is', without any representations, assurances, or warranties (express or implied), including without limitation any warranty as to quality, safety, merchantability, fitness for any purpose, or non-infringement of Intellectual Property and other rights of third parties.

(d) Certain guarantees and rights may be conferred on Customer which cannot be excluded, restricted or modified. If so, then the parties agree that, to the maximum extent permitted by law, CMRI's liability under those guarantees and rights is limited to the re-supply of the relevant goods or services or the payment of the cost of re-supplying the relevant goods or services (at CMRI's option).

6.4 Liability

(a) CMRI's total liability under or in connection with this agreement will in no circumstances exceed an amount equal to the Fees paid by Customer under this agreement. Customer acknowledges this limitation is reasonable in light of the Fees payable by it under this agreement.

(b) CMRI is to have no liability to Customer in respect of special, indirect or consequential damages; damages for loss of profits, anticipated savings, commercial opportunity, production, data or third party contracts or similar economic losses; and damage to goodwill or reputation arising out of or in connection with this agreement or its subject matter, regardless of whether CMRI should have known of the possibility of such damages.

6.5 Insurance

CMRI will take out such insurance as it considers prudent in relation to its obligations under this agreement, including worker's compensation insurance required to be maintained by law.

6.6 Indemnity

Customer indemnifies and holds harmless CMRI, its Affiliates and their Personnel from and against all Liabilities relating to or arising from:

(a) distribution of Deliverables or their Derivatives, or the use of Deliverables or their Derivatives outside the scope of the Usage Rights (including any third party who obtains the Deliverables or their Derivatives directly or indirectly from Customer);

(b) personal injury to any CMRI Personnel directly or indirectly caused by the Deliverables;

(c) any misrepresentation, negligence or wilful misconduct by Customer or any of its Affiliates and their respective directors, officers, employees and agents;

(d) any breach by Customer of Customer's obligations or warranties under this agreement; or

(e) any claim of infringement of any third party's Intellectual Property rights that is related to CMRI's use of Customer Material or Customer IP to perform the Services.

7. TERM AND TERMINATION

7.1 Termination

This agreement will expire on the End Date provided that:

(a) either party may terminate this agreement sooner upon 30 days' written notice to the other party; and

(b) CMRI may terminate this agreement on 7 days' notice in the event:

(i) Customer ceases to have appropriate ethics approvals to enable the Services to be provided;

(ii) Customer becomes subject to bankruptcy or insolvency proceedings (subject to any law preventing termination in such circumstances);

(iii) CMRI has reason to believe any warranty made by Customer under this agreement is untrue; or

(iv) any payment of Fees is outstanding for more than 60 days.

7.2 Consequences of termination

(a) Within 30 days of expiry or termination of this agreement, CMRI must return to Customer or safely destroy (at Customer's election and expense) all unused Customer Material, and each party must return or destroy the other party's Confidential Information (save that: (i) a copy may be retained by that party's legal advisers for record-keeping purposes; and (ii) back-up copies of Confidential Information automatically produced in the ordinary course of Recipient's information technology processes which are not readily accessible, subject to that information continuing to be maintained as confidential). Customer acknowledges that any refund of, or credit for, Fees paid in advance will be at CMRI's sole discretion.

(b) Subject to any further agreement entered into regarding the Deliverables, CMRI may at its discretion maintain cryopreserved or live stocks of clonal cell lines forming part of the Deliverables until such time as Customer confirms it has received the Deliverables.

(c) Expiry or termination of this agreement will not affect any right of the parties accrued prior to, or any obligation relating to, termination, nor any obligation under clauses 2.1(c), 2.2(e), 2.3(d) 2.4, 2.5, 2.6, 4, 5 (other than 5.1), 6, 8, 9 and 10, which clauses will continue in full force and effect without limitation of time.

8. DISPUTE RESOLUTION

8.1 Resolution of dispute

(a) A party to this agreement claiming that a dispute or claim has arisen under or in relation to this agreement must give written notice to the other party specifying the nature of the dispute or claim.

(b) On receipt of that notice by the other party the parties' representatives must endeavour in good faith to resolve the dispute or claim expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them.

(c) This clause 8.1 does not prevent a party from seeking urgent interlocutory relief from a court of competent jurisdiction.

8.2 Governing law

This agreement is governed by the laws of New South Wales, Australia and the parties submit to the exclusive jurisdiction of the courts of that State.

9. GENERAL

9.1 Amendment

This agreement may only be amended by agreement of the parties in writing.

9.2 No assignment

Each party's rights and obligations under this agreement are personal and may not be assigned, novated or sub-contracted without the other party's prior written consent, not to be unreasonably withheld.

9.3 Approvals

A party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this agreement expressly provides otherwise.

9.4 No partnership or agency

This agreement does not constitute either party the agent of the other or imply that the parties intend constituting a partnership, joint venture or other form of association in which any party may be liable for the acts or omissions of the other.

9.5 Notices

Any notice under this agreement may be served by hand delivery or by being forwarded by prepaid post to the address of the party in the Agreement Details or to such other address as may be notified in writing by the party from time to time and in the case of service by post is deemed to have been received four days after posting (10 days if sent to another country). Notices may also be served by e-mail and are valid on the earlier of acknowledgment of receipt by the recipient (including by way of a 'read receipt' acknowledgment) or 24 hours after sending provided the sender does not receive notification of delivery failure during that period.

9.6 Further assurances

Each party agrees, at its own expense, on the request of the other party, to do everything reasonably necessary to give effect to this agreement and the transactions contemplated by it, including the execution of documents by it and its Personnel.

9.7 Waiver

No delay or indulgence by a party in enforcing this agreement will prejudice or restrict the rights of that party, nor will a waiver of those

rights operate as a waiver of a subsequent breach.

9.8 Entire agreement

(a) This agreement contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by the parties with respect to its subject matter.

(b) For the avoidance of doubt, this Agreement is not a contract for the supply of goods, and the terms of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) will not apply to the supply of any goods under this agreement.

9.9 Counterparts

This agreement may be executed in any number of counterparts and all counterparts taken together will be taken to constitute one agreement. An executed counterpart may be delivered by electronic means.

10. INTERPRETATION

10.1 Inconsistencies

In the event of any inconsistency between the parts of this agreement, they shall be read in the following order of priority: (i) the Agreement Details; then (ii) these Terms and Conditions; then (iii) any annexures.

10.2 General rules

The following rules of interpretation apply unless the context requires otherwise.

(a) Headings are for convenience only and do not affect interpretation.

(b) The singular includes the plural and conversely, and a reference to “a thing” (including a right) includes a reference to a part of that thing.

(c) A reference to a person includes incorporated and unincorporated bodies and other entities.

(d) A reference to any party to this agreement or any other entity includes the party’s or entity’s successors and permitted assigns.

(e) A reference to any document is to that document as amended, novated, supplemented or replaced from time to time, except to the extent prohibited by this agreement or that other document.

(f) A reference to conduct includes any omission and any statement or undertaking, whether or not in writing.

(g) Time will not be of the essence with respect to any estimated date for provision of the Services or otherwise.

(h) Where examples of a thing or set of things are given by reference to the word “including”, the meaning of references to the thing or set of things is not to be limited by reference to the examples.

(i) This document or any part of it is not to be construed against a party because that party drafted or proposed it.

10.3 Severability

The provisions of this agreement are severable. If any provision in this agreement is found or held to be invalid or unenforceable or capable of termination by a party in any jurisdiction in which this agreement is performed, then the meaning of that provision will be construed, to the extent feasible, to render the provision enforceable.

Vectorology and Genome Engineering Facilities TERMS AND CONDITIONS OF SALE AND LIMITED USE AGREEMENT BETWEEN THE CHILDREN'S MEDICAL RESEARCH INSTITUTE AND RECIPIENT OF MATERIALS

This agreement is made and entered into by and between the **Children's Medical Research Institute (ABN 47 002 684 737)** of 214 Hawkesbury Road, Westmead, NSW 2145 (**CMRI**) and the entity named in the accompanying CMRI genome engineering request form for the provision of CMRI's proprietary materials and services to Recipient on the terms set out below.

1. DEFINITIONS

Commercial Purposes means the sale, lease, licence or other transfer of the Materials or Modifications to a for-profit organisation, or use of the Materials or Modifications by any organisation (including Recipient) to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, licence, or transfer of the Materials or Modifications to a for-profit organisation (including the grant of an option to do any of the foregoing).

Confidential Information all know-how, technical and financial information, materials and any other commercially valuable or sensitive information in whatever form, including inventions (whether or not reduced to practice), trade secrets, formulae, graphs, drawings, samples, devices, models and any other materials or information of whatever description, which CMRI regards as confidential, proprietary or of a commercially sensitive nature. The following are exceptions to such information (and Recipient bears the burden of establishing the existence of such exceptions):

(a) information which is lawfully in the public domain prior to its disclosure by CMRI;

(b) information which enters the public domain otherwise than as a result of an unauthorised disclosure;

(c) information which is or becomes lawfully available to Recipient from a third party who has the lawful power to disclose such information to Recipient on a non-confidential basis; and

(d) information which is rightfully known or independently developed by Recipient prior to the date of disclosure.

Intellectual Property means statutory and other proprietary rights in respect of copyright and neighbouring rights; all rights in relation to inventions, patents, know-how, plant varieties, registered and unregistered trademarks, registered and unregistered designs, circuit layouts and rights to maintain the confidentiality of information, but does not include moral rights that are not transferable.

Liabilities means any and all, losses, claims, damages, liabilities, obligations, penalties, judgments, awards, costs, expenses, and disbursements, including, the costs, expenses and disbursements, as and when incurred, of investigating, preparing, or defending any action, suit, proceeding, or investigation asserted by a third party (including reasonable and expenses).

Material means the genome engineered products, generated by the CMRI Vector and Genome Engineering Facility. Unless the context requires otherwise, the Material also includes all Progeny and Unmodified Derivatives any related information or material supplied in connection therewith by CMRI.

Modifications mean substances created by Recipient which contain or incorporate any of the Materials, other than Progeny and Unmodified Derivatives.

Permitted Site(s) means (a) the Requesting Investigator's laboratory or institute, or (b) a laboratory or institute other than the Requesting Investigator's laboratory or institute identified as an Additional Permitted Site in the CMRI genome engineering request form and which CMRI has provided written consent for the distribution, handling, storage, and use of Material.

Permitted Use means for the research purposes as agreed and outlined in the Permitted Use Description (Section 5) in the CMRI genome engineering request form, and excludes Commercial Purposes.

Personnel means a party's employees, officers, directors or other authorized representatives, and in the case of Recipient includes the Recipient Scientist.

Progeny means an unmodified descendant of the Materials, including virus from virus, cell from cell, or organism from organism.

Proposed Use means the research project and aims outlined in the Project Description (Section 2) in the CMRI genome engineering request form.

Recipient means the organisation, laboratory or institute identified as Recipient in the CMRI genome engineering request form.

Requesting Investigator means the Requesting Investigator identified in the CMRI genome engineering request form.

Results means the data, results, output and methodology of or arising out of Recipient's use of the Materials, as well as any accompanying reports, feedback and other deliverables and materials. The Results do not include any proprietary methods forming part of Recipient's pre-existing Intellectual Property.

Unmodified Derivatives means substances created by Recipient which constitute an unmodified functional subunit or product expressed by the Material. Unmodified Derivatives include:

(a) purified or fractionated subsets of the Materials;

(b) proteins expressed by DNA/RNA supplied by CMRI; or

(c) monoclonal antibodies secreted by a hybridoma cell line.

2. THE RECIPIENT AND REQUESTING INVESTIGATOR WILL:

(a) Use the Materials and CMRI's Confidential Information only for the Permitted Use.

(b) Use, handle, store, transport and dispose of the Materials safely and in compliance with all laws, regulations, and OGTR's guidelines.
(c) Be responsible for any injury or damages that your use may cause.
(d) Keep the Materials secure and prevent unauthorized use of or access to the Material;
(e) Ensure that the Materials are only used at the Permitted Sites and only for the Permitted Use, and under the direction and/or supervision of the Requesting Investigator;
(f) Keep CMRI's Confidential Information confidential, not disclose it to third parties without CMRI's consent and only use the Confidential Information exclusively for the Permitted Use and no other purpose.
(g) Immediately notify CMRI on becoming aware of:
(i) any unauthorised person coming into possession of any part of the Materials or any Confidential Information;
(ii) any unauthorised person doing anything in contravention of rights that attach to and arise from the Materials or Confidential Information,
and report full particulars to CMRI and provide all reasonable assistance and information CMRI may request with respect to that unauthorised act.
(h) Notify CMRI and obtain CMRI's written consent prior to using the Materials or Confidential Information beyond the Permitted Use or using, transferring to, or storing the Materials at a location other than a Permitted Site.
(i) Acknowledge CMRI's Vector and Genome Engineering Facility as the source of the Materials in any publications, oral presentation or other public disclosure referring to the Materials, Modifications or Results.
(j) Return or destroy the Materials at the end of the Permitted Use.
(k) Retain ownership of the Material, Modifications and Results, subject to the use restrictions outlined in this agreement.
(l) Indemnify CMRI and its Personnel and keep them indemnified from and against Liabilities arising out of or in connection with Recipient's or its Personnel's use, handling, storage, transport or disposition of the Materials or Modifications or breach of this agreement, unless such Liabilities (if any) directly result from CMRI's gross negligence, or breach of this agreement.
(m) Pay CMRI for actual shipping costs or provide courier account number.

3. THE RECIPIENT AND REQUESTING INVESTIGATOR WILL NOT:

(a) Sell, transfer, disclose or otherwise provide access to the Materials to any third party other than at a Permitted Site(s), and only for the Permitted Use, and under the supervision of the Requesting Investigator, unless CMRI has given its express written consent beforehand.
(b) Use the Materials or any products containing or derived from the Materials in humans, or use them in human diagnosis or treatment.
(c) Use the Materials for Commercial Purposes.
(d) Have a license to CMRI's Intellectual Property and Confidential Information beyond use of Materials for the Permitted Use.

(e) Have a right, claim, or interest in CMRI's Confidential Information.
(f) Use the name of the Materials in any media release or promotional materials without the written consent of CMRI.
(g) Assign, novate or sub-contract this agreement to any other party without CMRI's prior written consent.

4. LEGAL LIMITATIONS:

(a) CMRI PROVIDES THE MATERIALS "AS IS," AND CMRI DISCLAIMS AND PROVIDES NO REPRESENTATION OR WARRANTY WHATSOEVER.
(b) WITHOUT LIMITING (a) ABOVE, CMRI DISCLAIMS AND PROVIDES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED.
(c) WITHOUT LIMITING (a) ABOVE, CMRI DISCLAIMS AND PROVIDES NO REPRESENTATION OR WARRANTY THAT USE OF THE MATERIALS WILL NOT INFRINGE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
(d) CMRI IS TO HAVE NO LIABILITY TO RECIPIENT, HOWEVER ARISING UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, IN RESPECT OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFIT OR LOSS OF BUSINESS OPPORTUNITY.
(e) This is the whole agreement, and it can only be amended in writing.

Children's Medical Research Institute Peptide Synthesis Facility TERMS AND CONDITIONS OF SALE AND LIMITED USE AGREEMENT BETWEEN THE CHILDREN'S MEDICAL RESEARCH INSTITUTE AND RECIPIENT OF MATERIALS

1. Price

1.1 This quotation price includes shipping costs.

1.2 The initial quotation price for modifications is based on discussions with the customer and is indicative only. The cost of each modification may vary. "TBA" has been stated in the quotation where the cost of the proposed modification is not able to be estimated prior to receiving the peptide. Once the customer's peptides are received by CMRI we will undertake further analysis of the peptides and provide updated cost and completion timeframes for confirmation by the customer prior to commencing the proposed modifications.

1.3 We reserve the right to amend any errors or omissions contained in a quotation and charge the then current price as at the date of dispatch. Such amendments will be referred to the customer for confirmation.

1.4 This quotation has been discounted on the basis that the customer is undertaking a collaborative research partnership with a CMRI researcher/s. Any further discount stated on this quotation is in addition to already discounted pricing which is available for collaborative partners.

2. Purpose

2.1 All products are for laboratory research and development use only. They are not to be used in humans or animals. They are not to be used for clinical, diagnostic, or therapeutic procedures. The purchaser acknowledges that the products have not been tested by CMRI for safety or efficacy in any use case and assumes all responsibility for their appropriate end use.

2.2 The customer accepts full responsibility for the use and misuse of the product and for the safe disposal of the product and all related material in accordance with legislation in force at the time. If you sell or otherwise provide the products to third parties, you must inform them of these terms and conditions and the restrictions on use contained herein.

2.3 The customer shall at all times fully and effectively indemnify CMRI harmless against all losses, actions, claims, demands, costs (including reasonable legal costs), expenses and liabilities of whatsoever nature incurred or suffered by CMRI arising out of or relating to any breach of this agreement, or any and all liability for patent infringement which may result from our manufacture or sale and/or subsequent use, manufacture or sale of the product.

3. Payment

3.1 Payment is due in full without deduction or withholding within 30 days of the date of invoice unless otherwise stated in writing from CMRI.

3.2 GST or any other sales tax which may be due shall be paid by the customer at the rate and in the manner as prescribed by law at the time of delivery. When applicable a valid invoice for such sales tax shall be issued.

3.3 The customer is responsible for bank clearance charges and no deductions for these are permitted.

4. Warranties, product handling, storage, and non-conformity

4.1 All of our products will meet or surpass the stated specifications at the time of delivery. The buyer is responsible for determining that the products are adequate for buyer's intended or specific purpose of use, and for adequate storage of the product upon receipt.

4.2 CMRI may replace or remedy product that is determined to be non-conforming at the time of receipt. This warranty is negated if a product has been tampered with, stored improperly, altered in any way, or it has been misused or damaged either by accident or through negligence.

4.3 Any non-conformity claims must be submitted within 30 days of receipt of the product. If Customer fails to provide such claim within this period, the shipment will be deemed accepted by Customer. Non-conformities may be promptly replaced, remedied, or authorized for return and credit. CMRI will endeavour to take customer preference into account throughout these processes if they eventuate.

4.4 CMRI does not guarantee the bioactivity or functionality of the material. There is batch to batch variance (such as total peptide content, TFA content, and impurities) for crude research peptides. As

peptide length increases the impurities present will increase and the target peptide yield will decrease. Some sequences are not accessible synthetically via standard methods at all and these will fail. The customer assumes the risk for these failed sequences when ordering crude peptides.
4.5 The material quantity (mg) of each individual modified peptide may vary. While CMRI will endeavour to provide quoted quantities, we offer no guarantees that a stated quantity can be met. Variation may occur due to process loss and may also depend on the material quantities of customer's peptides which are supplied to CMRI for modification.
4.6 Modifications can increase the possibility of degrading peptides. The customer acknowledges this when confirming instructions to proceed with all modified peptide orders.
4.7 Where a customer has stated the purity and quality control specifications required for a modified peptide/s, we will assess the customer requirements and either provide confirmation or an alternative recommendation for customer approval prior to commencement of the work. For all modifications to a customer supplied peptide/s we provide no guarantee that a customer's requested purity and quality control specifications can be met until we receive the peptide/s and undertake further analysis.
4.8 Peptide conformity is determined by HPLC-MS of a control sequence run with the production batch. The delivered quantity is in line with the loadings of the resins used. Additional quality control can be requested at additional cost and increased turnaround. Additional peptide specific quantitation by UV-Vis is available upon request for an increased cost and completion timeframe.
4.9 Products should be stored at -20°C or -80°C. The material is best stored dry and every effort should be made to keep all product protected from moisture and oxygen while stored for prolonged periods.

5. Delivery
5.1 The delivery timeframe for modified peptides may vary at any time. We will take all possible steps to mitigate delays to the fulfilment of modified peptide orders. However, we offer no guarantees that a stated delivery date will be met. We will provide the customer with periodic updates on the progress of all modified peptide orders and notify of any delays as they become apparent.
5.2 The products will be delivered by a third-party delivery service. You will be charged for postage, packing, insurance, handling, and any relevant duties in your jurisdiction.
5.3 All risk in the product shall pass from CMRI to the client or their appointed agent on shipping from CMRI. Title to the product shall pass to the client upon full payment for the product. Non-delivery or non-conforming product must be notified within 30 days of the date of invoice otherwise all sums will be deemed to be due and payable.

6. Intellectual Property
6.1 Unless otherwise stated in writing CMRI does not claim Intellectual Property rights on any purchased and delivered synthetic peptides which are produced per customer's specifications. However, all methods, processes, material, arrays, and proprietary Intellectual Property of CMRI remains with CMRI.
6.2 No license of immunity under any patent or other third-party intellectual property right is granted or is to be implied by or from our sale of any product.

7. Acknowledgement
7.1 The price is calculated based on collaborative partner. CMRI believes sharing knowledge and technology with its partner/customer, therefore acknowledgment in scientific journal and co-authorship of this published research work Is appreciable.