

4. Prices & Payment

4.1 The Client shall pay the Company the charges set out in the Quotation or any agreed amendment thereof, as applicable, or as otherwise agreed by the parties, for the provision of the Services (“**Consideration**”) and shall pay the Company on demand for any expenses incurred in the provision of the Services (“**Costs**”), unless expressly agreed otherwise in writing.

4.2 The Company may issue invoices in respect of Services:

4.2.1 upon completion of the Services; or

4.2.2 upon completion to the Company’s reasonable satisfaction of separate parts of the Services, in which case, the Company will invoice for that proportion of the total Consideration for the Services performed under the Contract; or

4.2.3 in a manner otherwise specified in the Quotation, including individual lines on the Quotation, or order confirmation.

4.3 The Client shall pay the Consideration and Costs stated in any invoice for Services provided pursuant to these Terms and Conditions in full, without deduction or set-off, within thirty (30) days of the date stated on that invoice. The Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by the Client. Any such taxes shall be in addition to the amount of the Consideration. In the event that the Client is required

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limitation any warranties of merchantability or fitness for a particular purpose, quality, safety, non-toxicity, efficacy, absence of errors, accuracy, completeness of results, the prospects or likelihood of success of the Clinical Trial, or the Validity, Scope, or non-infringement of any Intellectual Property Rights involved in the development of a drug product, the Clinical Trial Materials or their Manufacturing) are, to the fullest extent permitted by law, expressly disclaimed and excluded from the Contract.

9.3 SUBJECT TO THE REMAINING SECTIONS IN THIS ARTICLE 9, THE COMPANY SHALL NOT BE RESPONSIBLE FOR THE RESULTS OF THE CLINICAL TRIAL.

- 14.2.2 if the Client fails to make payment of the Consideration within the specified time;
- 14.2.3 the Client (a) makes any voluntary arrangement with a general assignment for the benefit of its creditors; (b) becomes insolvent,

market, import, export, or re-export products and/or provision of services, and/or transfer of technology and/or Intellectual Property Rights including without limitation, the U.S. Export Administration Regulations, and the U.S. International Traffic in Arms Regulations.

24.1 The Company's performance of its obligations under this Contract may, wholly or partly, be subject to Export Control Licenses. If any such Export Control License requires signed end user certificates or any other United States or foreign governmental or court approvals or consents, the parties agree to assist each other in completing the relevant end user certificates or other such approvals or consents and the Client undertakes to conform to and apply the terms of such, end user certificates, Export Control Licenses or restrictions.

24.2 The Client represents and warrants that it shall inform the Company in writing, prior to the Company receiving any goods or information from the Client or carrying out any Service, of any applicable Export Control License requirement, import or export restrictions that may apply to the Services to be provided by the Company, including any instances where any products, information or technology may be exported/imported to or from a country, to or from a party, or involving an end use that is restricted from such transaction under the above state applicable laws.

24.3 The Company shall make reasonable efforts to obtain the necessary Export Control Licenses, but the parties acknowledge that the issuance of Export Control Licenses is at the sole discretion of the relevant authorities. If any necessary Export Control License is delayed, denied or revoked, the s8 TD[autok2.2 (y)-3.8 ()]J0 Tw 0.015 -1.1Td[40.0Tw 0.015

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