

Standard Terms and Conditions

General

These Standard Terms and Conditions for the Sale of Services ("Terms") will govern all orders accepted by i2L Research and i2L Research Europe s.r.o., part of Cawood Scientific Limited ("i2L"). These Terms apply to a single study, several studies performed for the same company or sponsor, written and online orders, orders place by telephone which have not been confirmed in writing, and orders made by a delivery of samples. All offers and tenders for services, including any resulting contracts and agreements, will be governed by these Terms.

These Terms supersede and replace all prior verbal or written price quotations and, unless specifically indicated in writing, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No employee, agent or subcontractor, other than an authorized officer of i2L, has the authority to alter or waive any of these Terms or to make any representation which conflicts with or purports to override any of these Terms; and no such alteration, waiver or representation is binding upon i2L, unless it is in writing and signed by an authorized officer of i2L. If any of the provisions of these Terms proves to be invalid or illegal, that will not in any way affect, impair or invalidate any other provisions and all other provisions of these Terms will remain in full force and effect.

Acceptance of Order

An order for services will be valid only if it contains all required information and i2L agrees to provide the services. i2L is not obligated to start any work unless the order is clearly communicated, accepted by i2L, and i2L is provided with all required information. Unless specifically accepted in writing and signed by an authorized officer of i2L, any additional terms proposed or submitted at any time (including, but not limited to, terms or provisions in a purchase order) which differ from these Terms are rejected as a material alteration of these Terms and will be of no force or effect.

Study Plan

i2L will perform a study or studies according to a detailed written study plan. Each study plan will specify the plan sponsor ("Sponsor"), study design, information desired, estimated duration of the study and all other matters pertinent to completion of the study. The study plan will appoint a study director ("Study Director") to be responsible for the completion of the study and a representative of Sponsor or Sponsor's study monitor. If not otherwise agreed in the study plan all communications between Sponsor or Sponsor's study monitor and i2L regarding the conduct of the study shall be addressed to or routed through the Study Director and Sponsor or Sponsor's representative.

A study plan becomes valid only after signature by i2L's Study Director. Afterwards, a representative of i2L's management, the Sponsor or Sponsor's study monitor, and the Quality Assurance Unit (QAU) will sign it.

The study plan will be prepared either by i2L solely or in consultation with and/or assistance of the Sponsor or Sponsor's study monitor. i2L does not warrant that the study design and/or the study results will satisfy the requirements of any regulatory agencies at the time of submission of study results to such agencies.

The study plan may be modified or amended at the

discretion of the Study Director and/or in consultation with the Sponsor or Sponsor's study monitor. Detailed descriptions of all amendments must be in writing and signed by i2L's Study Director, a representative of i2L's management, the Sponsor or Sponsor's study monitor, and the QAU.

Study Performance

i2L will use its best efforts according to the present state of science and technology to provide facilities, technical equipment and staff to complete the study as described in the study plan and study plan amendments in accordance with these Terms.

i2L may employ external consultants and laboratory or field capacity for specific needs of the project. i2L will be responsible for the work of its external resources in the same way as for its own work.

Study Materials

Study Materials are included but not limited to test items, i2L Data sheet, COA, information about the test items, study equipment and materials which are agreed by Sponsor that Sponsor will be responsible for preparing and providing to i2L.

The Sponsor or Sponsor's study monitor will provide i2L free of charge with sufficient amounts of test items, materials, or other substances with which the study shall be performed, as well as the necessary data to enable i2L to safely and appropriately handle the material, including but not limited to all necessary identification, stability, storage and safety requirements.

If delays in the agreed commencement or performance of the study occur because of Sponsor's or Sponsor's study monitor's inability to supply i2L with sufficient test materials or sufficient information required to begin or perform the study i2L may reallocate resources being held for performance of the study without incurring liability to Sponsor or Sponsor's study monitor. Rescheduling of studies due to lack of materials from Sponsor may be subject to additional cost.

Reports

i2L will prepare the results of all studies in i2L's standard report format, unless otherwise specified in the study plan. i2L will provide a draft report on completion of the project. On receipt of Sponsor's or Sponsor's study monitor's approval or four weeks after dispatch of the draft, whichever is sooner, i2L will provide the final report.

Additional copies of reports and interim reports not specified in the study plan and/or copies of or original raw data will be provided in due time after the Sponsor's or Sponsor's study monitor's respective request and expense.

i2L will not publish any report or data prepared by i2L for Sponsor without prior written consent of the Sponsor.

Pricing and Payment Terms

The Quotation is binding and incorporates these Terms. All pricing and payment terms are included in the Quotation.

Confidentiality

Each party shall undertake to keep confidential any and all

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business and trade secrets and all other confidential or proprietary information (“Confidential Information”) obtained within the contractual relationships hereunder and shall not disclose them to third parties except as required for the purpose of the contractual relationship hereunder, without the prior written consent of the other party. Confidential Information shall not include information that is: (i) publicly known or accessible, (ii) already known or disclosed to the receiving party by a third party without breach of any obligation of secrecy, (iii) required to be disclosed to accreditation bodies for the purpose of assessments or pursuant to any legal or regulatory requirement to which Sponsor or I2L is subject. In the event that either party is required to disclose any Confidential Information pursuant to a subpoena, mandatory reporting obligation, or other legal process, such party shall provide the other party with prompt notice of such request, unless otherwise prohibited. I2L may disclose Confidential Information to affiliates, agents, or subcontractors for the purposes of performing its obligations related to other service orders from the same Sponsor.

All Confidential Information supplied by a disclosing party will remain the property of the disclosing party. Except as specifically provided in these Terms, the receiving party does not receive any right or license, express or implied, under any patents, copyrights, trade secrets, or other intellectual property rights of the disclosing party.

Visits

With prior notice of at least ten (10) business days, Sponsor's or Sponsor's Study Monitor's representative may visit I2L at reasonable times during normal business hours to observe the progress of the study. I2L will assist in scheduling such visits.

Retention of Data and Material

I2L will retain raw data and/or samples of the test material and/or copies or originals of the study plan, amendments, and report as appropriate and necessary in compliance with regulatory and GLP requirements applicable in Czech Republic. Upon expiration of any regulatory requirements to maintain such data or material Sponsor or Sponsor's study monitor will be asked and shall direct whether to destroy such data or material, to retain for a standard storage fee, or to transfer to any address specified by the Sponsor or Sponsor's study monitor at Sponsor's expense.

Termination of Studies

Sponsor or Sponsor's study monitor may terminate any running study prior to completion by giving written notice not less than thirty (30) days to I2L. In such an event, I2L shall immediately comply with such notice to terminate work on the study and use its best effort to reduce cost to Sponsor or Sponsor's study monitor. Sponsor or Sponsor's study monitor shall pay I2L all its cost incurred or irrevocably obligated, plus a pro rata portion of applicable profits determined in accordance with I2L's ordinary accounting System computed to the date of termination.

Either party may terminate this agreement in writing in the event of breach of a material obligation of the other if such breach remains uncured after thirty (30) days written notice.

The termination of this agreement shall not relieve either party of its obligations to the other in respect of confidentiality of information, indemnification and/or

compensation for services performed.

Sponsor or Sponsor's study monitor may cancel any study prior to initiation by giving written notice to I2L. Studies terminated prior to the initiation date are subject to cancellation fee in accordance with I2L's ordinary accounting System computed to the date of termination. The cancellation fees depend on the type of study contracted and are included in the Quotation.

Limited Warranties and Responsibilities

I2L does not guarantee, either express or implied, that the results of any services provided will meet the acceptance or other criteria set out by Sponsor, and I2L does not accept responsibility for failure to meet any acceptance or other criteria.

Sponsor is responsible for the proper delivery of test item sent to I2L for examination and/or analyses. Unless otherwise agreed in writing, I2L accepts no responsibility for any loss or damage which may occur to any test item in transit or to any facility or site where services are being delivered. Sponsor will be liable for the security, packaging and insurance of the test item from its dispatch until it is delivered to the offices or the laboratories of I2L. I2L will use reasonable care in handling and storing test item respecting the information provided in the MSDS or any other document provided by the sponsor.

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, I2L MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH ITS PERFORMANCE OF SERVICES AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, I2L SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Liability and Indemnification

I2L undertakes to exercise due care and skill in the performance of its services and accepts responsibility for non-fulfilment of its obligations only where skill and care is not exercised and negligence by I2L is proven. I2L cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond I2L's reasonable control, or which result from compliance with governmental requests, laws and regulations.

I2L's liability for breach of these Terms, or for any negligence or other wrongdoing in the performance of services, is limited, at I2L's option, to either: (1) re-performing the services ordered or (2) refunding the total fee paid for the particular services at issue.

UNDER NO CIRCUMSTANCES WILL I2L BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

I2L agrees to defend, indemnify and hold harmless Sponsor, its directors, officers, representatives, agents, employees and contractors from and against any and all claims, demands, costs, or other causes of action (collectively “Claims”) which are the proven direct result of I2L's willful misconduct or fraud in connection with the performance of services.

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Except to the extent of any required indemnity by I2L pursuant to these Terms, Sponsor agrees to defend, indemnify and hold harmless I2L, its affiliates and their respective officers, directors, agents, employees, representatives and contractors from and against any and all Claims arising out of or relating to: (i) the performance of services in accordance with these Terms; (ii) Sponsor's use of any products reviewed or analyzed by I2L; or (iii) the use of any results or reports or any other data or analysis provided by I2L hereunder.

Compliance with Law

Both parties agree to comply with all applicable laws including, but not limited to, the UK Antibribery Act, Foreign Corrupt Practices Act (FCPA), EU's General Data Protection Regulation (GDPR), UK's Data Protection Act, and all other laws and regulations applicable to the parties.

Force Majeure

Either party shall be excused from performing its obligations under this agreement if its performance is delayed or prevented by any event beyond such party's reasonable control, including but not limited to fire, explosion, weather, disease, pandemic, war, insurrection, civil strife, riot, government action, or power failure, provided that such performance will be excused only to the extent of and during such delay. Any time specified for completion of performance in the study plan shall be automatically extended for a period of time equal to the period of such force majeure delay. I2L will promptly notify Sponsor or Sponsor's study monitor if, by reason of any events referred to herein, I2L is unable to meet any such time for performance specified in the study plan. If any part of the study is invalid as result of a force majeure delay, I2L will, upon written request of Sponsor or Sponsor's study monitor and at Sponsor's sole cost and expense, repeat that part of the study affected by the delay.

Assignment

This agreement and relationship shall not be assigned in whole or in part by either party without the prior written consent of the other, which consent shall not be unreasonably withheld. Any attempt to assign this agreement without consent shall be void and of no effect.

Applicable Law

These Terms shall be construed and enforced in accordance with the laws of Czech Republic for i2L Research Europe and of UK for the i2L research.