

TERMS AND CONDITIONS FOR CUSTOM RESEARCH PRODUCTS

1. Contract Terms.

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1.1 General Terms. These terms and conditions (“Terms”) apply to your purchase of custom research products, including custom laboratory products and/or custom laboratory services (“Work”) from SignalChem Pharmaceuticals Inc. (“we” or “us”), according to the detailed description in the applicable quotation or other written statement of work (“SOW”), as submitted by us and accepted by Customer (You). These Terms, together with the quotation, if any, and SOW, form the entire contract between you and us with respect to your purchase of Work (“Custom Agreement”). Performance of Work is conditioned on your acceptance of the Terms and the SOW, whether by execution of the SOW, a contract, or a PO that references the SOW.

1.2 Terms Conflict. In the event of a conflict of terms contained in the Custom Agreement documents, the SOW takes precedence over these Terms, and any written contract signed by both parties takes precedence over either. These Terms supersede all prior communications between us, whether written or oral, relating to the Work, except for a written contract signed by us and you. Your submission of a purchase order or other similar document to indicate payment for the Work (“PO”) shall indicate your acceptance of these Terms. We expressly reject any different terms or provisions contained in any document you provide, and if the terms and conditions in this Custom Agreement differ from the terms of your offer, this Custom Agreement will serve as our counter offer.

2. Performance of Work. We will perform the Work as an independent contractor, using methods, materials, equipment, and/or related intellectual property owned or controlled by us or our affiliates (collectively “Service Provider Technology”) to provide you with data and/or materials produced by us as a direct result of the Work, as specified in the SOW (collectively, “Deliverables”). Deliverables may include data or materials that result from the use of materials you supplied (“Client Materials”). We will make a good faith effort to start and complete all Work on time, and will notify you if substantial delays are likely. We will comply with all laws and regulations generally applicable to Work, and with any specific regulatory framework agreed in the SOW. Unless otherwise expressly agreed in the SOW, the Deliverables are not produced in accordance with Canadian/United States Food and Drug Administration good manufacturing practices or good laboratory practices or in accordance with any other similar laws or regulations in other jurisdictions. We may delegate performance of the Work, or portion thereof, to an affiliate or authorized subcontractor, provided that all Work will be performed in accordance with the Custom Agreement.

3. Client Materials and Data. You will provide us with Client Materials specified in the SOW, in compliance with applicable laws and regulations and in sufficient amounts, as well as relevant safety information and other characteristics of Client Materials that we need to perform the Work, including without limitation any certification or documentation of Client Materials we reasonably request of you. The Client Materials, and all information about Client Materials, whether you provide it or we generate it in the performance of Work (such information collectively referred to as “Data”), shall be subject to the confidentiality and non-use requirements of Section 8 (i.e. confidentiality). Upon completion of the Work, we will maintain records of the Data for a period of no less than 1 year. We will use Client Materials and Data only in accordance with the SOW, and will not modify nor reverse engineer Client Materials except as agreed therein. Unless otherwise specified in the SOW or agreed in writing, any Client Materials not consumed in the Work or required for additional Work will be destroyed after one (1) year. We will not

transfer Client Materials, in whole or in part, to any third party, other than a subcontractor, without your prior written approval.

4. Use Limitations. Except as expressly agreed otherwise in the SOW, you agree to use Deliverables only for your lawful internal research purposes, not for use in humans, and in accordance with any Limited Use Label License (LULL) identified in the SOW, and Deliverables shall not be transferred to or commercially used by or for any third party, regardless of whether such transfer or commercial use of Deliverables is for your research purposes. The research use limitation, however, shall not preclude your use of (i) Deliverables in your lawful research and development of commercial products or services, provided that such product or service does not require the practice Service Provider Technology, or (ii) any Data for the regulatory approval and commercialization of such products or services. Without limiting the foregoing, you shall not directly or indirectly furnish materials or information provided hereunder to any entity, or destination, or for any use, except in full accordance with all applicable laws and regulations, including without limitation export control and trade sanctions laws and regulations of the United States or Canada.

5. Payments. You will pay us for the Work within 30 days or any other period specified in SOW after the date of the respective invoice(s), which we will send to you when we complete the Work (or portion thereof), according to the payment schedule and currency specified in the SOW. If you default on any payment when due, we, at our option and without prejudice to our other lawful remedies, may delay performance, defer delivery, charge interest on undisputed amounts owed, and/or terminate the Custom Agreement or seek any other remedy as per law.

6. Ownership, Intellectual Property. As between the parties, except as otherwise expressly agreed in the SOW, you will be the exclusive owner of (i) the Data, (ii) Client Materials, (iii) any derivatives or modifications of Client Materials that we generate as a direct result of the Work, and (iv) any inventions and/or discoveries that directly result from our performance of the Work and that directly relate to Client Materials, whether or not copyrightable or patentable (collectively, the "Client Inventions"). At your request and expense, we will do all things reasonably necessary to assist you in obtaining patents or copyrights on any Client Inventions, provided however that Client Inventions shall not include Service Provider Technology or any improvements or modifications thereof, whether developed before or during the performance of the Work. You shall not, by virtue of the Work performed hereunder, obtain any license or other rights in any Service Provider Technology to (a) use Deliverables other than as set forth in Section 4, (ii) independently recreate the Deliverables or any materials that are proprietary to us, even if used to perform the Work; and/or (c) sell or otherwise use the Deliverables for commercial purposes whether or not commercialized for research use; unless expressly stated in the SOW or agreed in a separate written contract between the parties. We will own our laboratory notebooks or other records maintained with respect to the Work; but to the extent such notebooks or records contain any Data or other confidential information of yours, such Data and confidential information will continue to be your property, and the parts of the notebooks and records that contain your confidential information will be subject to our obligations of non-use and confidentiality as set forth in Section 8.

7. Non-Exclusivity. Unless expressly agreed in writing, all Work is provided on a nonexclusive basis, and we reserve all rights for ourselves and our affiliates to provide third parties with deliverables that are identical or similar to Deliverables, provided that in doing so, we will not use any Client Materials or information received from you to perform Work for any third party. Notwithstanding anything else in the

Terms, where we perform the Work without reliance on Client Materials or confidential information you provided us, we reserve all rights to commercialize such Work as a catalog product.

8. Confidentiality. We will treat all Data and Client Materials as proprietary and confidential to you, and will not disclose Data or Client Materials to any person except to our employees, consultants, and subcontractors as necessary for purposes of providing the Work, and then only subject to a written confidentiality agreement that includes the requirements specified herein. If we disclose any information or materials comprising Service Provider Technology to you, you will treat such information and materials as proprietary and confidential to us. Each party shall protect the proprietary and confidential information or materials of the other party by using the same degree of care as such party uses to protect its own materials and information, but in any event no less than a reasonable degree of care. Notwithstanding any other provisions herein, however, each recipient party shall have no obligation to the other party for any information or material that is (a) already known to the recipient party; (b) publicly known other than by a wrongful act of the recipient party; (c) received from a third party lawfully entitled to disclose it; (d) disclosed pursuant to an enforceable order of a court or administrative agency; and/or (e) is independently developed by or for the recipient party.

9. Warranty.

9.1 Our Limited Warranty. Our sole warranty for the performance of Work is that the Work will be performed using due care in accordance with (a) the Custom Agreement, including the respective SOW and (b) laws, regulations and generally prevailing industry standards applicable to such Work. We do not warrant or represent that the results of the Work will be acceptable to any regulatory agency to which they are presented or that they will advance your interests. If you believe that we, in breach of our limited warranty, have made a material error (willful misconduct or gross negligence) in the Work that renders the results of such Work invalid, you must notify us of such error in writing, within 30 days after receipt of the final Deliverable for such Work.

9.2 Remedies. For valid warranty claims made, we will either (i) repeat the particular Work at our own expense or (ii) refund to you the fees actually paid for the particular Work giving rise to the breach of warranty.

9.3. Limitations. THE WARRANTY SET FORTH IN THIS SECTION 9 IS IN LIEU OF ANY AND ALL OTHER WARRANTIES RELATING TO THE WORK, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT DELIVERABLES OR USE THEREOF WILL NOT INFRINGE ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT. WE SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY, FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS OR LOSS OF BUSINESS, EVEN IF WE HAD NOTICE OF THE POSSIBILITY THEREOF. OUR LIABILITY TO YOU FOR BREACH OF ANY PROVISION OF THE CUSTOM AGREEMENT (OTHER THAN BREACH OF THE WARRANTY IN THIS SECTION 9 FOR WHICH LIABILITY IS LIMITED TO RE-PERFORMANCE OR REFUND AS SPECIFIED HEREIN) SHALL BE LIMITED TO DAMAGES IN AN AMOUNT NOT TO EXCEED THE FEE TO BE PAID FOR THE WORK. NOTHING IN THE CUSTOM AGREEMENT SHALL LIMIT OR EXCLUDE THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

10. Indemnification. Except to the extent caused by our willful misconduct, you shall indemnify and hold harmless us, and our affiliates and our and their respective officers, directors, employees and agents (“Indemnified Party”) from and against any and all expenses (including, but not limited to, reasonable

attorney's fees) and losses incurred by any such Indemnified Party in connection with any claim asserted by a third party arising out of or based on (a) Client Materials or use thereof in performance of the Work as specified in the SOW; and/or (b) any product or service of yours that is based in whole or part on your reliance on Deliverables, or any portion or derivative thereof; and/or (c) breach of Section 4.

11. Changes, Termination.

11.1 Changes. Changes to the Work must be agreed by both parties in writing, and may require changes in the fees or timelines.

11.2 Termination. We may terminate the Custom Agreement if (a) you breach any material provision of the Custom Agreement and fail to remedy the breach to our satisfaction within 15 days after our written notice to you; (b) we are unable to obtain third party materials or technology specified in the SOW, for reasons beyond our reasonable control; (c) we determine that biosecurity, biosafety, and/or feasibility reasons prevent or are likely to prevent the performance of the Work, or (d) you are, or are deemed by law to be, unable to pay your debts or perform your obligations under the Custom Agreement. You will have the right to terminate any SOW upon 30 days' prior written notice to us. Termination of Work in progress will result in a partial charge commensurate with the percentage of Work completed at the time of cancellation, in addition to any other termination or cancellation charges specified in the SOW.

12. Miscellaneous. This Custom Agreement may not be assigned without the consent of the other party, except that each party may assign the Custom Agreement to an affiliate or to any other party to whom it transfers the business and assets related to this Custom Agreement, provided that such assignee assumes all the rights and obligations of its assignor. The Custom Agreement shall be governed by the laws of the Province of British Columbia for Work performed in the Canada except that matters pertaining to patents and other intellectual property rights shall be governed by the laws of the jurisdiction in which such intellectual property rights exist.

If any part of these Terms are found to be legally unenforceable, the remaining clauses of these Terms will be unimpaired, and the parties shall in good faith negotiate an enforceable provision that most closely achieves the objectives of the unenforceable provision. Except for payment obligations, neither party shall be responsible for failure to perform its obligations due to natural disasters or other force majeure causes beyond its reasonable control. Neither party shall use the name of other party or of its employees in any promotion or publication without prior written consent of such other party. No waiver by either party of any breach hereof shall constitute a waiver of any other breach thereof.

Dated: 2018-06-21