

OpenDEL™ Product and Services Standard Terms and Conditions

These standard terms and conditions (“**Terms and Conditions**”) shall govern the provision of: i) OpenDEL™ Kit(s) provided by HitGen Cambridge of Granta Park, Great Abington, Cambridge, England, CB21 6GB (“**HitGen Cambridge**”) and ii) OpenDEL™ Services by HitGen Inc. of Building 6, No. 8 Huigu 1st East Road, Tianfu International Bio-Town, Shuangliu District, Chengdu 610200, Sichuan, China (“**HitGen**”).

1 Definitions

- 1.1 “Affiliate”** means with respect to a Party, any other person or entity which controls, is controlled by or is under common control with such Party.
- 1.2 “Agreement”** means these Terms and Conditions together with the Work Order.
- 1.3 “Applicable Laws”** means all current laws, statutes, ordinances, codes, rules and regulations which have been enacted by any supranational, national, regional, state or local government, court, governmental agency, authority, board, bureau, instrumentality or regulatory body to the extent that the same are applicable to the performance of the Agreement.
- 1.4 “Background IP”** means any Intellectual Property rights owned or controlled by a Party prior to the effective date of the Agreement or developed outside of the Agreement and provided to the other Party under the Agreement. For HitGen Cambridge and HitGen this includes, without limitation, the OpenDEL Kit(s), the chemical entities contained therein, the methods of making and using OpenDEL Kit(s) and the OpenDEL trademark.
- 1.5 “Business Day”** means 9.00am to 5.00pm local time on a day other than (a) a Saturday or Sunday, or (b) a day on which banking institutions in London, United Kingdom are required to be closed.
- 1.6 “Commercially Reasonable Efforts”** means, with respect to the efforts to be expended by a Party with respect to any objective, reasonable, continuous, persistent, diligent, good faith efforts to accomplish such objective as would commonly be used by companies of a similar size to that Party to accomplish a similar objective under similar circumstances and in any event, consistent with the exercise of prudent scientific and/or business judgment.
- 1.7 “Customer”** means the party ordering the OpenDEL Kit(s) and/or OpenDEL Services.
- 1.8 “Customer Materials”** means all Samples, materials, or other substances controlled by the Customer and provided to HitGen to perform the OpenDEL Services.
- 1.9 “Confidential Information”** means any information of a confidential nature disclosed by a Party (“**Disclosing Party**”) to the other (“**Receiving Party**”) relating to the Disclosing Party’s or its Affiliates’ business, products and services (including pricing information, technical or commercial know how or trade secrets) and its customers.
- 1.10 “DEL”** means DNA encoded libraries.
- 1.11 “Deliverables”** means such items that are identified to be delivered by HitGen to the Customer as part of OpenDEL Services as set out in the applicable Work Order.
- 1.12 “Improvements”** means any invention, discovery, composition, enhancement, technology, data or information (whether or not patentable) generated, conceived or reduced to practice on or after the

effective date of the Agreement in the course of the activities performed under the Agreement which constitutes an improvement, adaption or enhancement of a Party’s Background IP.

- 1.13 “Intellectual Property or IP”** means (a) copyrights, inventions, patents, database rights and rights in trademarks, designs, know-how, trade secrets (including any patentable ideas) and Confidential Information (whether registered or unregistered), (b) applications for registration, and the right to apply for registration, for any of these rights, including renewals, continuations, continuation in part, reissues, and extensions, and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.
- 1.14 “OpenDEL Kit(s)”** means the self-service kit containing DELs for affinity selection and other materials necessary for DEL selections by the Customer to be purchased by the Customer as set out in the Work Order, including i) ten (10) tubes of lyophilized DEL pellet, ii) PCR forward primer, iii) PCR reverse primer, iv) qPCR standard curve sample, iv) salmon sperm DNA, and v) empty tubes.
- 1.15 “OpenDEL Services”** means any of the optional extra services made available by HitGen related to or following use of an OpenDEL Kit that the Customer has elected to take and which are included in the Work Order.
- 1.16 “OpenDEL User Data”** means i) the User Manual; ii) the OpenDEL BB-Codon Maps showing the relationship information of the building blocks and codons; iii) the fully enumerated structure of every compound present in the OpenDEL Kit; and iv) a user handbook providing information on a) OpenDEL DNA encoding system, b) how to read the BB-Codon Maps and fully enumerated structures and c) OpenDEL generic structures which will be made available with each OpenDEL Kit supplied.
- 1.17 “Party”** means the Customer on the one hand and HitGen Cambridge or HitGen (as the context requires) on the other hand and “Parties” means the Customer and HitGen Cambridge or HitGen or both of them as the context requires.
- 1.18 “Samples”** means the samples resulting from the use of an OpenDEL Kit by the Customer or by HitGen on behalf of the Customer as part of the OpenDEL Services.
- 1.19 “User Manual”** means the manual on how to use an OpenDEL Kit.
- 1.20 VAT** means, in the United Kingdom, value added tax calculated in accordance with The Value Added Tax Act 1994 and The Value Added Tax Regulations 1995 (SI 1995/2518) and, in a jurisdiction outside the United Kingdom, any equivalent tax.
- 1.21 “Work Order”** means the work order setting out i) the number of OpenDEL Kits to be purchased by the Customer and ii) a description of any OpenDEL Services to be performed and Deliverables to be delivered by HitGen to the Customer and duly signed by the Parties.

2 Concluding an Agreement

- 2.1** A binding Agreement between HitGen Cambridge and the Customer for the sale of OpenDEL Kit(s) and/or between the Customer and HitGen for the provision of the OpenDEL Services (if any) shall only arise as and when a Work Order has been issued and signed by the relevant Parties. No other conditions shall apply to the

- Agreement, including, without limitation, the Customer's own terms and conditions.
- 2.2** The Work Order will take precedence over any conflicting terms and conditions set forth in these Terms and Conditions.
- 3 OpenDEL Kit(s) and OpenDEL User Data**
- 3.1** HitGen Cambridge shall sell and the Customer shall purchase the OpenDEL Kit(s) in accordance with this Agreement and in the quantities and for the price set out in the Work Order.
- 3.2** For domestic deliveries within the UK, subject to receipt of payment of the purchase price, HitGen Cambridge shall deliver the OpenDEL Kit(s) to the address and subject to clause 3.4 by the delivery date set out in the Work Order.
- 3.3** For international deliveries, subject to receipt of payment of the purchase price, HitGen Cambridge shall deliver the OpenDEL Kit(s) to the address and subject to clause 3.4 by the delivery date set out in the Work Order in accordance with Incoterms 2022 DAP.
- 3.4** Time for delivery shall not be of the essence, the delivery date set out in the Work Order is approximate only and HitGen Cambridge shall not be liable for any delay in delivery howsoever caused.
- 3.5** The cost of delivery shall be included in the price set out in the Work Order except for international deliveries where in accordance with Incoterms 2022 DAP the Customer shall be responsible for costs relating to import custom and duties.
- 3.6** The risk of damage to, or loss of, the OpenDEL Kit(s) shall pass to the Customer on completion of delivery.
- 3.7** Notwithstanding delivery and the passing of risk in the OpenDEL Kit(s), ownership of the OpenDEL Kit(s) shall not pass to the Customer until HitGen Cambridge has received in cash or cleared funds payment in full of the price of the OpenDEL Kit(s).
- 3.8** Until such time as the ownership of the OpenDEL Kit(s) passes to the Customer, the Customer shall i) hold the OpenDEL Kit(s) as HitGen Cambridge's fiduciary agent and bailee; ii) keep the OpenDEL Kit(s) separate from goods of the Customer and third parties and properly stored, protected and insured and identified as HitGen Cambridge's property and iii) shall not use the OpenDEL Kit(s) for any purpose.
- 3.9** HitGen Cambridge shall use Commercially Reasonable Efforts to provide the Customer with technical support in how to use the OpenDEL Kit(s) in accordance with the User Manual within a reasonable period of time following a request for such support from the Customer.
- 3.10** HitGen Cambridge shall provide the Customer with access to the OpenDEL User Data in such format and via such method as HitGen Cambridge shall determine within three (3) Business Days of receipt of payment of the purchase price for OpenDEL Kit(s) from the Customer.
- 3.11** The OpenDEL Kit(s) can only be returned if they are faulty or damaged when used in accordance with the User Manual. The Customer shall notify HitGen Cambridge in writing (e-mail is sufficient) of any damage or fault to the OpenDEL Kit(s) that has not been caused by the Customer using the Open DEL Kit(s) otherwise than in accordance with the User Manual, such as leakages from the tubes, within ten (10) Business Days of delivery. HitGen Cambridge, if it is satisfied that the damage or fault has not been caused by the Customer using the OpenDEL Kit(s) otherwise than in accordance with the User Manual, shall at its discretion repair, replace or refund the purchase price of the affected OpenDEL Kit(s). For clarity, the Customer shall be solely liable for any damage, fault or failure to deliver Samples or other results caused by the Customer's storage or use of the OpenDEL Kit(s) otherwise than in accordance with the User Manual or their negligence.
- 3.12** The OpenDEL Kit(s) and OpenDEL User Data are supplied for use by the Customer or its Affiliates and may not be resold to a third party or used to develop its own DEL business and the Customer shall not modify, reverse engineer, decompile, create other works from, or disassemble the OpenDEL Kit(s) and/or OpenDEL User Data. The OpenDEL Kit(s), OpenDEL User Data, Samples and/or the Deliverables may only be used for laboratory research and not any other purpose such as but not limited to in vitro diagnostic use, food, pharmaceutical, medical device or cosmetic use, human or animal use or commercial use.
- 4 OpenDEL Services**
- 4.1** HitGen itself and/or through its Affiliates shall, using Commercially Reasonable Efforts, perform any OpenDEL Services set out in a Work Order with reasonable care and skill and in compliance with all Applicable Laws and any special conditions set out in the Work Order.
- 4.2** The Customer will supply HitGen with Samples arising from its use of an OpenDEL Kit and such other materials set out in the Work Order in the quality, quantities and within the timeframe set out in the Work Order for the sole purpose of conducting the OpenDEL Services. These materials shall remain at all times the property of the Customer and the Customer shall not disclose the identity of the target it is investigating. Upon expiration or earlier termination of the Agreement, any unused materials shall be, at the Customer's option, either returned to the Customer or destroyed in accordance with the Customer's instructions.
- 4.3** If the Agreement includes any OpenDEL Services, the Customer warrants and represents to HitGen that i) it has the right to transfer the materials to HitGen for the purposes of performing the OpenDEL Services; ii) any such transfer will be made in accordance with all Applicable Laws and iii) it has no knowledge that the performance of the OpenDEL Services will infringe, misappropriate, or otherwise violate any Intellectual Property right of any third party.
- 4.4** Upon completion of the OpenDEL Services HitGen shall deliver the Deliverables to the Customer. The Parties acknowledge that once the Deliverables have been delivered by HitGen the OpenDEL Services to which the Deliverables relate shall be deemed completed.
- 4.5** Any time schedule or quantity requirement relating to the OpenDEL Services set out in a Work Order shall not be binding and any failure to meet the defined Deliverables shall not be deemed a material breach by HitGen of its obligations under the Agreement.
- 4.6** HitGen shall maintain records (including computerised records and files) of the OpenDEL Services in sufficient detail and in good scientific manner as will properly reflect all work done and results achieved for twelve (12) months after the Deliverables have been delivered.
- 5 Financial Terms**
- 5.1** The Customer shall pay the purchase price and fees set

out in the Work Order to HitGen Cambridge for the performance of the Agreement for its own account in respect of OpenDEL Kit(s) and on behalf of HitGen for OpenDEL Services.

- 5.2 All payments shall be in pounds sterling and are exclusive of any applicable VAT. In the event VAT is applicable the Customer shall additionally pay the amount of VAT to HitGen Cambridge subject to receipt of a VAT invoice.
- 5.3 Payments are due and payable within thirty (30) days net from the date of the invoice and shall be made by electronic bank transfer to the account noted on the invoice.
- 5.4 If any portion of an invoice is disputed in good faith by the Customer, the Customer shall pay the undisputed amounts and the Parties will use good faith efforts to reconcile the disputed amount.
- 5.5 All payments shall be paid in full without any deductions except insofar as the Customer is required by Applicable Laws to deduct withholding tax from sums payable to HitGen Cambridge. If the Customer is required by Applicable Laws to deduct withholding tax, then the Parties shall co-operate in all respects and take all reasonable steps necessary to (a) lawfully avoid the making of any such deduction or (b) to enable HitGen Cambridge to obtain a tax credit in respect of the amount withheld.
- 5.6 Any payment not received by the due date shall accrue interest on a daily basis at a rate equal to the lesser of two percent (2%) per annum above the Bank of England's base rate and the maximum rate permitted by Applicable Laws, calculated on the number of days such payment is delinquent, compounded monthly.
- 5.7 If the Customer fails to pay any undisputed invoice when due, in addition to its other rights under the Agreement, HitGen Cambridge and/or HitGen may cease all activities hereunder and withhold all OpenDEL Kit(s), data, information, reports and material of any kind (including Customer materials and Deliverables) until all outstanding and undisputed invoices have been paid in full.

6 Intellectual Property

- 6.1 As between the Parties: i) HitGen Cambridge and HitGen will solely own their respective Background IP and any Improvements to it; ii) the Customer will solely own its Background IP and any improvements to it and iii) the Customer will solely own the Samples and the Deliverables.
- 6.2 The assignments necessary to accomplish the ownership provisions set forth in clause 6.1 are and will be made, and each Party shall execute such further documentation as may be necessary or appropriate, and provide reasonable assistance and cooperation, to accomplish this.
- 6.3 For clarity, the disclosure of any information relating to or arising from the OpenDEL Kit(s), the Samples, the OpenDEL Services or the Deliverables (DNA construct, generic structures, building block information and sequence-to-structure relationship, etc.) by HitGen Cambridge and/or HitGen to the Customer does not imply any permission or license for the Customer to use such information for any purpose not covered by the Agreement. Notwithstanding the foregoing, the Customer shall have the right to further develop the chemical structures identified in the Samples or the Deliverables.
- 6.4 To the extent necessary for HitGen to perform the OpenDEL Services, the Customer grants to HitGen a

royalty-free, non-exclusive, non-transferable or sub-licensable (except to Affiliates) licence to use the Customer's Background IP and the Samples.

- 6.5 Except as provided in the Agreement, no express or implied licenses or other rights are provided by any Party to the other under any Intellectual Property or other proprietary rights of a Party.

7 Confidentiality

- 7.1 The Receiving Party shall (i) protect Confidential Information from unauthorised use or disclosure and (ii) use it solely for the purposes of administering its obligations under the Agreement.
- 7.2 Neither Party shall, without the other Party's prior written consent, use the Confidential Information of the other Party or disclose such information except (i) to provide to employees of the Receiving Party or its Affiliates who require such information to perform such Party's obligations under the Agreement, or (ii) as required to be disclosed by law, or court or administrative order; provided that the Receiving Party gives prompt written notice thereof to the Disclosing Party.
- 7.3 The above confidentiality obligations shall not apply to information which, as can be established by the Receiving Party, (i) was communicated to the Receiving Party from a third party entitled to make such a disclosure; or (ii) was already in the public domain or subsequently entered the public domain through no fault of the Receiving Party; or (iii) was already known by the Receiving Party or developed independently by the Receiving Party without reference to or reliance upon information provided by the Disclosing Party; or (iv) is to be disclosed pursuant to any legal, regulatory or stock exchange requirement (but only to the extent such information needs to be disclosed).
- 7.4 The above confidentiality obligations shall survive any expiration or termination of the Agreement and shall continue for a period of five (5) years from the date of expiration or termination of the Agreement.
- 7.5 Upon expiration or earlier termination of the Agreement all Confidential Information possessed in tangible form by a Recipient Party or its Affiliates, or its or any of their officers, directors, employees, agents, consultants or contractors and belonging to the Disclosing Party, shall, upon written request, be immediately returned to the Disclosing Party (or destroyed if so requested). Notwithstanding the foregoing (i) the Receiving Party may retain one copy of the Disclosing Party's Confidential Information for archival purposes and as reasonably necessary to demonstrate compliance with the terms and conditions of the Agreement and (ii) the Receiving Party shall not be required to delete or destroy any electronic back-up tapes or other electronic back-up files that have been created solely by the automatic or routine archiving and back-up procedures of the Receiving Party, to the extent created and retained in a manner consistent with its standard archiving and back-up procedures.
- 7.6 Except as expressly provided in this Agreement, neither Party shall mention or otherwise use the name, logo, or trademark of the other Party or any of its Affiliates (or any abbreviation or adaptation thereof) in any publication, press release, marketing and promotional material, or other form of publicity without the prior written approval of such other Party in each instance (such approval not to be unreasonably withheld or delayed). This restriction shall not prohibit either Party

from making any disclosure identifying the other Party that is required by Applicable Laws.

8 Limitation of Liability

- 8.1** EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAWS, HITGEN CAMBRIDGE AND HITGEN MAKE NO EXPRESS OR IMPLIED WARRANTIES RELATING TO THE OPENDEL KIT(S), THE OPENDEL USER DATA, THE SAMPLES, OPENDEL SERVICES OR THE DELIVERABLES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT (SAVE IN RELATION TO THE WARRANTY RELATING TO TITLE WHICH IS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979 AND SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982).
- 8.2** HITGEN CAMBRIDGE AND HITGEN SPECIFICALLY DISCLAIM ANY GUARANTEE THAT ANY CHEMICAL STRUCTURES WITHIN THE OPENDEL USER DATA, THE SAMPLES OR DELIVERABLES WILL BE SUCCESSFUL, IN WHOLE OR IN PART AND EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE CUSTOMER UNDERSTANDS THAT ALL CHEMICAL STRUCTURES WITHIN THE OPENDEL USER DATA, SAMPLES AND DELIVERABLES ARE EXPERIMENTAL IN NATURE AND MAY HAVE UNKNOWN HAZARDOUS CHARACTERISTICS.
- 8.3** ANY SUGGESTION OR RECOMMENDATION MADE BY HITGEN CAMBRIDGE AND/OR HITGEN FOR THE USE, SELECTION, APPLICATION OR SUITABILITY OF THE OPENDEL USER DATA, SAMPLES AND/OR DELIVERABLES IS FOR THE CUSTOMER'S REFERENCE ONLY AND MAY NOT BE CONSTRUED AS AN EXPRESS OR IMPLIED WARRANTY MADE BY HITGEN CAMBRIDGE AND/OR HITGEN AND THE CUSTOMER SHALL MAKE ITS OWN DECISION BASED SOLELY ON ITS OWN DETERMINATION AND CHOICE.
- 8.4** NEITHER PARTY HERETO WILL BE LIABLE TO THE OTHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES OF ANY NATURE WHATSOEVER INCURRED OR SUFFERED BY THE OTHER OR ITS AFFILIATES (A) OF A DIRECT NATURE WHERE THE SAME IS A LOSS OF TURNOVER, PROFITS, BUSINESS OR GOODWILL, OR (B) OF AN INDIRECT, INCIDENTAL OR CONSEQUENTIAL NATURE, REGARDLESS OF ANY NOTICE OF SUCH DAMAGES.
- 8.5** NOTWITHSTANDING ANY PROVISION IN THE AGREEMENT OTHER THAN CLAUSE 8.6 BELOW, HITGEN CAMBRIDGE'S AND HITGEN'S AGGREGATE LIABILITY TO THE CUSTOMER UNDER OR IN RELATION TO THE AGREEMENT WILL NOT EXCEED THE PAYMENT MADE BY THE CUSTOMER FOR THE OPENDEL KIT(S)

AND/OR OPENDEL SERVICES TO WHICH THE LIABILITY RELATES.

- 8.6** NOTHING CONTAINED HEREIN IS INTENDED TO EXCLUDE OR LIMIT ANY LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE; OR (B) FRAUD OR FRAUDULENT MISREPRESENTATION OR (C) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAWS.

9 Term and Termination

- 9.1** The term of the Agreement shall commence on the date the Work Order is signed and, unless sooner terminated as provided for in the Agreement, shall expire on the later of i) transfer of ownership of the OpenDEL Kit(s) or ii) delivery of the Deliverables by HitGen Cambridge or HitGen to the Customer.
- 9.2** Either Party may terminate the Agreement by written notice to the other Party: i) for any material breach of the Agreement by the other Party if, in the case of remediable breach, such material breach is not cured within ninety (90) days (thirty (30) days for payment defaults) of receipt of the notice from the terminating Party or ii) upon the liquidation, dissolution, winding up, insolvency, bankruptcy, or filing of any petition therefor, appointment of a receiver, custodian or trustee, or any other similar proceeding, by or of the other Party where such petition, appointment or similar proceeding is not dismissed or vacated within ninety (90) calendar days.
- 9.3** Without limiting its other rights or remedies, HitGen Cambridge may suspend provision of the OpenDEL Kit(s) and/or HitGen may suspend the delivery of OpenDEL Services if the Customer becomes subject to any of the events listed in Clause 9.2(ii), or HitGen Cambridge or HitGen reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 9.4** Upon termination of the Agreement for any reason the Customer shall immediately settle any outstanding invoices and pay for any OpenDEL Services performed up to the date of termination together with any costs and expenses incurred before the date of termination which cannot reasonably be avoided.
- 9.5** Termination of the Agreement, however arising, shall not affect any of the Parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 9.6** Provisions of the Agreement which expressly or by implication survive termination shall continue in full force and effect.

10 Force Majeure

- 10.1** Neither Party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including acts of God, unexpected and severe weather conditions, strike, lockout or other labour dispute, war, threat of war, terrorist act, epidemic and pandemic, revolution, riot, insurrection, prevention from or hindrance in obtaining in any way materials, energy or other supplies, explosion, fault or failure of plant or machinery and legislative or government decisions, embargoes, import and export restrictions on shipment or delivery ("Force Majeure"), provided that the Customer will not be

excused from payment of money owed when due notwithstanding the occurrence of any such Force Majeure event.. The Party claiming Force Majeure shall as soon as reasonably practicable notify the other Party in writing and shall use Commercially Reasonable Efforts to resume performance as soon as reasonably practicable after such Force Majeure ceases. If any Force Majeure continues for more than one hundred and eighty (180) days, the other Party may terminate this Agreement upon written notice to the affected Party.

11 Miscellaneous

- 11.1** The Agreement shall be governed by and interpreted in accordance with the laws of England and Wales, without reference to the principles of conflicts of laws. Any dispute arising out of the Agreement, including any dispute concerning the existence or validity of this Agreement, shall be subject to the jurisdiction of the English courts.
- 11.2** Neither Party may assign or otherwise transfer, in whole or in part, the Agreement without the prior written consent of the non-assigning Party; provided, however, that, no such consent will be required for an assignment to (i) an Affiliate or (ii) a successor of the assigning Party's business to which this Agreement pertains or to a purchaser of substantially all of the assigning Party's assets or business related to this Agreement.
- 11.3** All notices required or permitted to be given under the Agreement, including, without limitation all invoices from HitGen Cambridge to the Customer, shall be in writing and shall be deemed given if delivered (i) personally, (ii) by e-mail, (iii) mailed by registered or certified mail return receipt requested, postage prepaid, or (iv) sent by express courier service, to the Parties at the address set out in the Work Order. The date of receipt of any notice given under this Agreement, shall be deemed to be: i) the date given if delivered personally; ii) on the date of dispatch of the notice by e-mail (if no delivery failure is reported to or at the senders' e-mail server), provided that notice dispatched by e-mail after 17.30 hours at the place at which such e-mail is to be received on any day shall be deemed to be received at 09.30 hours at that place on the next Business Day; iii) two (2) days after the date mailed if mailed by registered or certified mail return receipt requested, postage prepaid to a destination within the same jurisdiction and five (5) days to another jurisdiction as that of the Party sending the notice; and iv) two (2) days after the date sent if sent by express courier service.
- 11.4** The Parties are independent contractors and nothing shall be deemed or construed to create a partnership, joint venture, employment, franchise, agency or fiduciary relationship between the Parties.
- 11.5** The Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement and supersedes all previous oral and written communications between the Parties with respect to the subject matter of this Agreement There are no covenants, promises, agreements, warranties, representations, conditions or understandings, either oral or written, between the Parties other than as set forth in the Agreement.
- 11.6** Except as otherwise expressly provided herein, no alteration of or modification to the Agreement shall be effective unless made in writing and executed by an authorised representative of both Parties. No course of

dealing or failing of either Party to strictly enforce any term, right or condition of the Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition. The observance of any provision of the Agreement may be waived (either generally or any given instance and either retroactively or prospectively) only with the written consent of the Party granting such waiver.

- 11.7** If any sentence, paragraph, Clause or combination or part thereof of the Agreement is in violation of any law or is found to be otherwise unenforceable, such sentence, paragraph, Clause or combination or part of the same shall be deleted and the remainder of the Agreement shall remain binding, provided that such deletion does not alter the basic purpose and structure of the Agreement.
- 11.8** The provisions of the Agreement are for the sole benefit of the Parties and their successors and permitted assigns, and they shall not be construed as conferring any rights in any other Persons. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 11.9** The Parties agree to comply with all Applicable Laws in performing the Agreement including those related to anti-bribery and data protection.