Conditions of Acceptance

This Quotation defines the extent and detail of a project that Syne qua non Limited undertakes to perform for the Sponsor. The project undertaken by Syne qua non Limited or any operating division of Syne qua non Limited, or any company owned by Syne qua non Limited (hereafter referred to as "the Company") will be performed subject to the following conditions:

1.Prices

1.1. The terms of the Quotation form an integral part of these conditions. The prices shown exclude charges for the shipment of raw data, for which the Sponsor is wholly responsible.

1.2. Amendments or additions to the original agreement requested by, or agreed with, the Sponsor will be the subject of a supplementary Quotation. No variations to the project will be made unless there is written confirmation from the Sponsor accepting the additional charge. The original Quotation has no allowance for travel and accommodation for meetings remote from the offices of the Company. The Company reserves the right to make reasonable charges to cover expenses incurred at the Sponsor's request.

2. Payment

2.1.Charges will be made to the Sponsor as specified in the Quotation. Payment will be due 28 days from the date of presentation of the invoice.

2.2. If payment is not received within 28 days of the date of the invoice, the Company reserves the right to charge interest on the outstanding sum at the rates laid down by the Late Payment of Commercial Debts Regulations 2002.

2.3. Should payment not be received within a reasonable period, the Company reserves the right, after giving due notice to the Sponsor, to stop all work and to dispose of any saleable items employed in connection with the project. The Company shall be entitled to hold the proceeds of such disposal against unpaid accounts.

3. Early termination of the project

3.1. The Sponsor may request the Company, by notice in writing, to terminate the project before completion. On the Company's receipt of such notice all work will terminate as expeditiously as possible. A charge will be presented to the Sponsor which will include:

3.1.1. all reasonable expenses incurred up to the effective date of termination

3.1.2. all reasonable costs and expenses incurred or to which the Company is irrevocably committed at the date of termination of the project

3.1.3. a sum equivalent to 10% of the difference between the charges arising from 3.1.1 and 3.1.2 above and the amount of this estimate.

Payment of this charge will be due 28 days from presentation of the invoice.

3.2. Should the Company be prevented from carrying out or continuing to carry out the project, or any part thereof, by reason of legislation, Government prohibition, fire, flood, storm explosion, war hostilities, deliberate sabotage by any person, terrorist act, civil commotion, industrial disputes, cessation or failure of public services or of any other supplier to the Company, the Sponsor or the Company will be entitled to terminate the project by giving notice to that effect to the other party. All costs, charges and expenses associated with the termination of the project in these circumstances will be dealt with as in paragraph 3.1 above except 3.1.3. The Company shall be under no liability whatsoever to the Sponsor by reason of the occurrence of any such event or the termination of the project as provided in the paragraph "Liability and indemnity"

4. Liability and Indemnity

4.1. The Sponsor shall indemnify the Company, and the Company will be under no liability whatsoever, for any consequential or indirect losses or damages or loss of profit suffered or incurred by customers of the Sponsor or any third party howsoever caused.

4.2. If the Sponsor requests the Company to conduct a clinical trial, the Sponsor shall indemnify and hold harmless the Company, its officers, employees and sub-contractors, against all claims and proceedings (including costs and damages payable) which may be awarded against the Company in respect of injury or death to participants during the clinical trials arising out of or relating to the administration of the compound or any clinical intervention or procedure provided for or required as part of the clinical trial.

4.3. The indemnity set out in clause 4.2 shall not apply to any claim or proceeding if and to the extent that such personal injury or death is caused by either the negligent or wrongful acts of omissions or breach of statutory duty of the Company or its employees or sub-contractors, or the failure of the Company, its employees of sub-contractors to conduct the work in accordance with any of the standards required for the conduct of such a clinical trial.

4.4. By accepting this agreement the Sponsor warrants they have/will have insurance or indemnity for liabilities, where appropriate, for the conduct of the proposed project and will have appropriately signed patient consent forms and ethics committee approvals when and where required. The Sponsor will provide the Company with evidence of this prior to signing of the formal project contract.

5.Personnel

5.1.The Company will inform the Sponsor of the personnel involved in key aspects of the project, and seek the Sponsor's approval. Should changes in personnel be necessary, the Sponsor will be informed and the Sponsor's approval sought. In neither case will the Sponsor's approval be unreasonably withheld.

5.2.The Company will not employ any sub-contractor or consultant on the project without the prior approval of the Sponsor. The Sponsor's approval will not be unreasonably withheld.

5.3.The Company will ensure that each member of staff involved in the project has the time, commitment, professional skills and qualifications necessary to perform the project to the standards required to satisfy the Company's obligations under this agreement.

6. Commencement of project

6.1. In the event of a delay imposed by the Sponsor on the Company, the Company reserves the right to implement a reasonable additional charge and to reschedule such work to commence on a later date. The Company will use its best endeavours to ensure that the rescheduling is to the earliest available date.

7. Time

7.1. The Company will use its best endeavours to ensure that all project timetables which are agreed with the Sponsor are met but time shall not be of the essence of any contract governed by these conditions unless expressly agreed in writing. The Sponsor and the Company will agree a time plan that will form an annex to this contract.

8. Reports

8.1. On completion of the project the Company will provide the Sponsor with a report. The form and timing of that report will be agreed at the commencement of the project.

9. Discoveries or inventions

9.1. All discoveries or inventions created as an object or consequence of performing the work for the Sponsor described in the protocol become the property of the Sponsor except any methodological innovation or any new software development created by the Company for the Company's general use.

10. Confidentiality

10.1. Except for the purpose of any legal proceeding, the Sponsor shall not, without the prior written consent of the Company, make any use of or disclose to any third party the Quotation or any subsequent Quotation, or any correspondence between the parties.

10.2. The Company will not divulge or disclose to any third party the nature or results of any project without the written prior consent of the Sponsor unless required to do so by law or by order of a court of competent jurisdiction.

10.3. Except as required by law or regulatory authority, the Sponsor shall not, without the written prior approval of the Company, use the name of the Company or any of its operating divisions or any of its subsidiary companies in connection with any advertising, promotional literature, or other public disclosure.

11. Return of project data

11.1. All documentary raw data, records and other material (hereafter referred to as materials) generated in the course of the project or provided to the Company by the Sponsor or on its behalf will remain the property of the Sponsor. The Company will catalogue these materials and upon dispatch of the final report to the Sponsor will send them to the Sponsor. The charges for cataloguing the materials will be included in the Quotation. The charges for shipment will form an additional charge to the cost of the project.

12. Good Clinical Practice

12.1. Unless otherwise agreed in the project protocol, the Company will conduct the project in compliance with all relevant and officially declared standards of practice.

13. English law

13.1. These conditions and any contract between the Company and the Sponsor shall be governed in all respects by English law.

14. Agreement

14.1. These conditions and any documents referred to herein represent a formal agreement of intent between the Company and the Sponsor in relation to the performance of the project. Before commencement of the project a formal Contract will be agreed detailing the full terms, condition and responsibilities of both parties. All preceding correspondence (excluding formal contracts), either written or oral and express or implied conditions or agreements are hereby expressly excluded from this agreement, the acceptance of which is indicated by both parties on execution of the Quotation overleaf.

14.2. In order to ensure patient safety and data quality are not compromised the Company will not provide any final deliverable without the fully executed contract being in place. These deliverables include but are not limited to: the final case report form, final randomisation, final statistical deliverables, sample size calculations, the electronic data capture system for data collection and the final clinical study report.