

TERMS & CONDITIONS OF PROJECTS

Capra Science agrees to preserve and protect the confidentiality of all information provided by the CUSTOMER. The prices at Capra Science Antibodies are based on a fee-for-service model. There will be no additional payments such as milestones, royalties or licence cost. Services or terminations of projects requested by CUSTOMER, should be in written form to project leader of Capra Science Antibodies AB. Below is a more detailed outline regarding this summary.

MASTER LAB RESEARCH SERVICES AGREEMENT BETWEEN

CUSTOMER

AND

CAPRA SCIENCE ANTIBODIES AB

This Master Lab Research Services Agreement (the “Agreement”) is made and entered into as of the day of the service order (the “Effective Date”), between **CUSTOMER** and **Capra Science Antibodies AB, (“LAB”)**. CUSTOMER and LAB may be referred to herein individually as a “Party”, or collectively as the “Parties”.

By ordering services from Capra Science Antibodies AB, the CUSTOMER agrees to accept this Master Lab Research Service Agreement.

WHEREAS, CUSTOMER is engaged in the research and development of Life Science products; and

WHEREAS, LAB is a research and development organization engaged in the business of providing research and development services; and

WHEREAS, CUSTOMER may wish to retain the services of LAB from time to time to perform research and development services in connection with certain research programs CUSTOMER is conducting (a “Project”).

WHEREAS, LAB is willing to provide such services to CUSTOMER in accordance with the terms and conditions of this Agreement and the relevant quotation.

NOW, THEREFORE, the parties agree as follows:

1. Services.

1.1 Services to be Provided by LAB. LAB hereby agrees to provide to CUSTOMER the services identified and described in the final quotations issued from LAB (the “Services”). LAB shall perform the Services for each Project in a professional, diligent, workmanlike and timely manner, and applicable law and regulations issued pursuant thereto.

LAB is a service provider based on a fee-for-service model. LAB’s well established protocols result in high success-rates on projects (>95% of projects are successful). If all animals of a particular antigen fail to make antibodies against your antigen (i.e. totally negative ELISA at LAB), LAB will offer to immunize another animal for CUSTOMER without cost. However, even when antibodies are

produced by LAB from the specifications of the CUSTOMERs instructions and orders, naturally, Capra Science cannot guarantee that the product (antibody) will work successfully in the CUSTOMER's specific application, as every antigen generates a unique antibody and the experimental set-ups where antibody are used are very different between CUSTOMERS.

Moreover, it is the CUSTOMERs responsibility to provide the LAB in writing with the correct information (i.e. peptide or protein sequence, accession number or other relevant information) for LAB to be able to produce the product (antibody) that is requested by the CUSTOMER.

If CUSTOMER requires certain QC analysis or project documentation on LAB's product, the LAB has to be informed at order so that these QC experiments/documentations can be included into the order.

1.2 Out of Scope. In the event that LAB is requested or required to perform services for a Project that are not specifically outlined in the order, such Out of Scope Services must be mutually agreed upon by the parties in writing prior to the provision of said Services

1.3 Information and Reporting. LAB shall maintain records, in sufficient detail and in good scientific manner appropriate for all patent, regulatory and related purposes, that shall fully and properly reflect all work done and Project Information generated or achieved in the performance of the Services.

2. Compensation and Payment.

2.1 Charges for Services. In consideration for the performance of the Services by LAB, CUSTOMER shall pay invoices to LAB in accordance with the payment schedule to be indicated in a Project Quotation. Upon the occurrence of each event listed in the payment schedule, LAB shall provide an invoice to CUSTOMER for the applicable portion of the fees. CUSTOMER shall pay each such invoice within (30) days of its receipt thereof. If the CUSTOMER fails to pay on the due date then the LAB may terminate the Order and/or suspend any further deliveries to CUSTOMER until all debts are paid in full.

2.2 Payments. All payments to LAB under this Agreement shall be made to Capra Science Antibodies AB, Tax ID # SE556720092701:

3 Term. The term of each Project shall commence on the Effective Date and shall continue until projects are terminated.

4. Confidentiality.

4.1 Confidential Information. LAB acknowledges and understands that in the course of performing under this Agreement, it will be provided with confidential or proprietary information of CUSTOMER, including, without limitation, formulae, methods, techniques, processes, ideas, specifications, data, designs, materials, technology, know-how and other nonpublic or privileged commercial information or material, including Project Data and Project Information (collectively, the "Confidential Information"). LAB agrees to preserve and protect the confidentiality of all Confidential Information, including limiting the disclosure of and access to each item of Confidential Information to such of its own employees or agents who have a need to know and who agree to be similarly bound.

4.2 Exceptions. The above provisions of confidentiality shall not apply to that part of the Confidential Information which LAB is able to demonstrate by documentary evidence:

- (a) was in LAB's possession prior to receipt from CUSTOMER or is independently developed by LAB's Agents who did not have access to the Confidential Information;
- (b) was in the public domain at the time of receipt from CUSTOMER;

- (c) becomes part of the public domain through no fault of LAB;
- (d) is lawfully received by LAB from a third party having a right of further disclosure; or
- (e) is required by law to be disclosed.

5. Ownership.

5.1 Intellectual Property. LAB agrees and acknowledges that CUSTOMER shall own all material and documentation being developed in the performance of Services and all intellectual property rights arising therefrom. However, the Parties agree and acknowledge that LAB provides the Services where certain proprietary processes, formulations, methods and analyses are used and serves as LAB Intellectual Property.

5.2 Project Data and Project Information. CUSTOMER shall own all right, title, and interest in and to Project Data and Project Information.

6. Publication. LAB may not publish any articles or make any presentations relating to the Services provided to CUSTOMER hereunder with respect to a Project or referring to data, information or materials generated as part of the Services without the prior written consent of CUSTOMER.

7 Limitation of Liability. Where CUSTOMER is proposed to transport use or store Project's material supplied by the LAB in any application or manner which may involve the possibility of danger to persons or property, it is the responsibility of the CUSTOMER to establish by testing or otherwise that the Goods are suitable for such transport use or storage and that adequate safety precautions are taken. The LAB shall incur no liability whatsoever for injury or loss of any description including consequential or contingent loss or damage arising directly or indirectly from use of Project's material supplied by the LAB except where such liability is a statutory requirement.

The LAB shall not be liable for loss of any description arising from any cause outside its control. The Project's material is not intended for use as or to come into contact with food or drink for human consumption or for use as drugs for humans.

8.2 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Sweden without reference to its conflicts of laws provisions.

The above terms and conditions are effective from the revised version 2014-02-10 in all orders from CUSTOMERS to LAB.

Any questions, please direct them to your contact at Capra Science Antibodies or to info@caprascience.com

Revised document approved by Lovisa Hesse Bergman, CEO, and the Board at Capra Science Antibodies AB, on 2014-02-10.