

CUSTOM SERVICES AGREEMENT

This quote is valid for 30 days from the date of issue and is subject to the Custom Services Terms and Conditions attached.

Date of Issue: 21 September 2011

Version: 2

Ref No: 201109210

The Client agrees to participate in the Life Research Partnership Program: Yes/No

Item 1:	Client:	
	Contact:	
	ABN:	
	Address:	
	Phone:	
	Fax:	
	Email:	
Item 2:	Supplier:	Life Research Pty Ltd
	Contact:	
	ABN:	51 137 816 267
	Address:	Level 1, 5 Lakeside Drive Burwood East, VIC 3151
	Phone:	+61 3 9803 0045
	Fax:	+61 3 8648 5841
	Email:	
Item 3:	Commencement Date:	
Item 4:	Project :	
Item 5:	Description of Services:	Custom polyclonal antibody with "Your Experiment" guarantee
Item 6:	Project Plan :	1. Peptide design, synthesis and conjugation 2. Immunize 2 New Zealand Rabbits 3. Serum collection 4. Antigen affinity purification 5. Antibody validation
Item 7:	Client Contributions:	Antigen information

Item 8:	Deliverable(s) :	<p>Custom polyclonal antibody with ELISA titer > 1:50,000 and dot blot positive against the peptide.</p> <p>First Shipment: any samples of the client's interest (50 µl each); 1 mg peptide Second Shipment: All purified antibody (at least 1 mg)</p>																																													
Item 9	<p>(a) Nominated Research</p> <p>(b) Nominated Research Group</p>	Development of Custom Rabbit Polyclonal Antibody																																													
Item 10:	Intellectual Property Rights:	<ol style="list-style-type: none"> Subject to paragraph 2 of this Item 9, the Intellectual Property Rights in the Deliverables are assigned to the Client and are agreed to be the property of the Client upon payment in full of the Service Fees. The Client acknowledges and agrees that Intellectual Property in the Background IP will be deemed not to be part of the Deliverables. If the Deliverables incorporate Background IP, Life Research grants to the Client a non-exclusive license to use the Background IP for the purpose of using the Deliverables. 																																													
Item 11	Services Fee:	<table border="1" data-bbox="491 891 1444 1346"> <thead> <tr> <th>Item</th> <th>Description</th> <th>Price (AUD)</th> <th>Qty</th> <th>Subtotal (AUD)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>ELISA Guaranteed pAb</td> <td>\$995</td> <td>1</td> <td>\$995</td> </tr> <tr> <td>1</td> <td>"Your Experiment" guarantee</td> <td>\$395</td> <td>1</td> <td>\$395</td> </tr> <tr> <td colspan="5">Shipping - Included unless otherwise specified</td> </tr> <tr> <td colspan="4">Antigen Synthesis Fee</td> <td>\$300</td> </tr> <tr> <td colspan="4">Sub-Total</td> <td>\$1,690</td> </tr> <tr> <td colspan="4">Partnership Program Discount – 20% of Total</td> <td>-\$338</td> </tr> <tr> <td colspan="4">GST</td> <td>\$135.20</td> </tr> <tr> <td colspan="4">Total (Inc. GST):</td> <td>\$1,487.20</td> </tr> </tbody> </table> <p>1. Payment</p> <p>All monoclonal project payment terms are 50% up-front and the remainder on Client acceptance prior to final product delivery. All polyclonal project payment terms are 100% up-front prior to project initiation. All payments are due in Australian dollars. Payment can be made by EFT, credit card or check. Payment information:</p> <ol style="list-style-type: none"> By cheque: Make check payable to: Life Research Pty Ltd Mail check to: Attention: Accounts Payable, Life Research Pty Ltd, Level 1, 5 Lakeside Drive, Burwood East, VIC 3151, Australia. By EFT: Bank: Commonwealth Bank of Australia, Melbourne Branch Account Name: Life Research Pty Ltd BSB: 063000 Account Number: 11789777 Swift code: CTBAAU2S By Credit Card: Please contact us by phone or email and we will process your payment. 	Item	Description	Price (AUD)	Qty	Subtotal (AUD)	1	ELISA Guaranteed pAb	\$995	1	\$995	1	"Your Experiment" guarantee	\$395	1	\$395	Shipping - Included unless otherwise specified					Antigen Synthesis Fee				\$300	Sub-Total				\$1,690	Partnership Program Discount – 20% of Total				-\$338	GST				\$135.20	Total (Inc. GST):				\$1,487.20
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Signed on behalf of **Life Research Pty Ltd**

Signature: _____ Name: _____ Title : _____

Please sign below as acceptance of this Custom Services Agreement and the Custom Services Terms and Conditions.

Accepted on behalf of the Client

Signature: _____ Date: _____

Name: _____ Title: _____

CUSTOMS SERVICES TERMS AND CONDITIONS

1 Definitions

- 1.1 **Agreement** means the Custom Services Agreement and these terms and conditions.
- 1.2 **Background IP** means Intellectual Property owned or controlled by Life Research or that Life Research is otherwise entitled to use, including but not limited to Know How and Intellectual Property developed prior to or independently of this Agreement.
- 1.3 **Client** means the person named and described in Item 1 of the Custom Services Agreement.
- 1.4 **Client Contributions** means the antigens, samples and other materials, as set out in Item 7 of the Custom Services Agreement to be made available to enable Life Research to provide the Services.
- 1.5 **Commencement Date** means the date set out in Item 3 of the Custom Services Agreement.
- 1.6 **Confidential Information** means this Agreement and, in relation to a Party (and for the purposes of this definition, "Party" shall include a Party's Related Bodies Corporate), all trade secrets, ideas, concepts, know how, knowledge and any other information whether in writing or otherwise, relating to any of that Party's Deliverables, services, affairs, businesses, strategies, or employees whether owned by, licensed to, or otherwise in possession or control of that Party, which are disclosed to the other Party by that Party or otherwise obtained by the other Party, its employees, agents, or contractors under, in contemplation of, or in connection with this Agreement, but excluding any information which:
- (a) is available in the public domain otherwise as a result of a breach of confidence by any Party;
 - (b) is lawfully received from a third party; or
 - (c) is lawfully in the possession of the other Party.
- 1.7 **Life Research Know How** includes Life Research's expertise, knowledge, skill, techniques, methods, procedures, ideas, concepts and experience owned by Life Research and whether in existence before or after the date of this Agreement.
- 1.8 **Deliverables** means the deliverables of the Project as set out in Item 8 of the Custom Services Agreement.
- 1.9 **Fee** means the fees or charges set out in Item 10 of the Custom Services Agreement.
- 1.10 **Custom Services Agreement** means a quotation for the Services signed by Life Research and the Client.
- 1.11 **Force Majeure** means a circumstance beyond the reasonable control of a Party which results in that Party being unable to observe or perform on time an obligation under this Agreement.
- 1.12 **Intellectual Property** means all present and future registered and unregistered copyright, trademarks, designs and patents, together with all other proprietary rights resulting from intellectual activity in the electronic, industrial, scientific, literary or artistic fields.
- 1.13 **Intellectual Property Rights** means any rights in Intellectual Property.
- 1.14 **Life Research Partnership Program** means the program described in Clause 14.
- 1.15 **Nominated Research Group** means the group identified in Item 9(b) of the Custom Services Agreement.
- 1.16 **Nominated Researcher** means the person identified in Item 9(a) of the Custom Services Agreement.
- 1.17 **Party** means Life Research or the Client as the context dictates and Parties means both of them.
- 1.18 **Project** means the project described in Item 4 of the Custom Services Agreement.
- 1.19 **Project Plan** means the specification for the Project described in Item 6 of the Custom Services Agreement including, the date or periods in which the Services or Deliverables are to be provided or delivered.
- 1.20 **Services** means the services described in Item 5 of the Custom Services Agreement.
- 1.21 **Services Fee** means the fees set out in Item 11 of the Custom Services Agreement.
- 1.22 **Term** means the period set out in Item 3 of the Custom Services Agreement.
- 1.23 **Warranty Period** means 90 days from the date of delivery of the Deliverables.

2 Term

This Agreement commences on the Commencement Date and continues until expiration of the Warranty Period or is terminated in accordance with Clause 16.

3 Project Plan

The Client acknowledges and agrees that the Project Plan is intended to be a high level description only and may not contain a full and enhanced technical description of the Services or outcomes of the Project.

4 Delivery of Services

4.1 Life Research will provide the Services:

- (a) in accordance with the Project Plan; and
- (b) with all reasonable due care and skill.

4.2 For the avoidance of doubt:

- (a) Life Research may exercise total discretion in providing the Services provided that such discretion is not inconsistent with the Project Plan;
- (b) Life Research is not required to commence any Project until:
 - (i) all Client Contributions have been supplied; and
 - (ii) all required Service Fees have been paid in full.
- (c) any timetable or estimate for the delivery of the Deliverables in the Project Plan is an estimate only. Whilst Life Research will use its best endeavours to meet the estimate it will not be liable for any failure to meet the same.

4.3 Unless otherwise agreed in writing, Deliverables shall be delivered ex warehouse. The Researcher will be responsible for all shipping and freight costs.

5 Client Obligations

5.1 The Client will, in addition to any other obligations set out in this Agreement, at its sole cost and expense provide to Life Research:

- (a) all Client Contributions in accordance with the Project Plan; and
- (b) any other information, facilities and services as Life Research requires to enable it to comply with its obligations.

5.2 The Client will comply will all applicable laws and regulations in relation to the purchase, import and use of the Deliverables.

5.3 The Client warrants and represents that it has not entered into this Agreement to procure any Deliverable for any unlawful purpose.

6 Variations

6.1 The Client may, after delivery of the Project Plan, request changes or variations by submitting a written request to Life Research describing the nature of the change requested (the "Change Request"). The Client will provide all such information and assistance as is reasonably required to enable Life Research to consider and deal with the request.

6.2 Life Research will, as soon as practicable, advise the Client of:

- (a) whether or not it is willing to implement the request. Life Research will use its best endeavors to agree to requests for changes or variations;
- (b) the amounts (if any) proposed to be charged by Life Research for implementing the Change Request;
- (c) any changes to this Agreement which may be required to implement the Change Request; and
- (d) any impact which implementation of the Change Request is expected to have on the ability of Life Research to perform the Services or to meet the Project Plan.

6.3 Life Research will have no obligation to proceed with a Change Request until such time as both parties agree in writing.

7 About Deliverables

7.1 All Deliverables are supplied for scientific research purposes only and are not intended for human consumption or diagnostic purpose including, but not limited to, use in foods, pharmaceuticals, cosmetics or other goods. Research purposes means in vitro laboratory studies or in vivo use in laboratory organisms only, where laboratory organisms included guinea pigs, hamsters, mice, rabbits, rats, rodents and micro-organisms.

7.2 All Deliverables are supplied for the Client's personal research activities and non-commercial use.

7.3 The Client's use of the Deliverables is at its own risk and the Client indemnifies Life Research for all

loss or damage resulting directly or indirectly from its use of the Deliverables or any information supplied with the Deliverables.

8 Warranty Period

- 8.1 Upon delivery the Client must inspect the Deliverables to determine:
- (a) short supply; or
 - (b) that the Deliverables do not conform with the Project Plan,
- and immediately notify Life Research.
- 8.2 Subject to Clause 8.3 and 8.4, Life Research will, as soon as practicable after notification (at its option)
- (a) replace the Deliverables at its sole cost and expense; or
 - (b) refund the Service Fee paid (excluding any antigen synthesis fees)
- 8.3 Life Research will have no obligation to replace any Deliverable if:
- (a) lost or damaged in transit, or rendered unusable due to delayed delivery by the Courier;
 - (b) the failure to conform to the Project Plan is caused by the Client providing insufficient or incorrect information in the Project Plan.
- 8.4 Subject to Clause 13, Life Research's liability and obligation to replace or refund Services Fee ceases upon expiry of the Warranty Period.

9 Services Fees and Payment

- 9.1 The Client will pay Life Research the Services Fee.
- 9.2 The Service Fee will be payable:
- (a) on Monoclonal Projects and Polyclonal projects with "Your Experiment" guarantee - 50% is payable upon signing this Agreement the balance upon delivery of the Deliverable;
 - (b) on Polyclonal Projects with ELISA and dot blot guarantee only – 100% is payable upon signing this Agreement;
 - (c) or as otherwise agreed in writing.

10 GST

If GST is imposed on any taxable supply by a Party in connection with this Agreement and the consideration payable is not expressed to be inclusive of GST, then, subject to a valid tax invoice being issued, the Party liable to pay for the taxable supply must pay on demand an additional amount calculated by multiplying the value of the GST exclusive consideration (without deduction or set off) by the current GST rate.

11 Intellectual Property

- 11.1 The Intellectual Property Rights in the Deliverables are as set out in Item 10 of the Custom Services Agreement.
- 11.2 Nothing in this Agreement assigns to the Client any Life Research Background IP or Know How or otherwise prevents or restricts the use of the Life Research Background IP or Know How associated with this Agreement.

12 Implied Terms

Other than as set out in this Agreement, and to the extent permitted by law, all implied and express warranties in respect of the Services are hereby excluded.

13 Liability

- 13.1 Life Research will only be liable to the Client:
- (a) where the law implies a term into this Agreement which cannot be excluded and Life Research breaches that term, However, where the breach relates to goods or services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption and where it is fair and reasonable to do so Life Research's liability is limited, at its option, to replacing, repairing or re-supplying the relevant goods or re-supplying the relevant services; and/or
 - (b) if the claim arises from or in connection with any deliberate breach of this Agreement or fraud by Life Research but subject always to Clause 13.3.
- 13.2 Subject to Clause 13.1(a), and except to the extent that liability cannot be excluded, Life Research will not be liable to the Client for claims arising out of or in connection with this Agreement whether arising in tort (including negligence), indemnity, strict liability, breach of warranty or statute.
- 13.3 In no event will a Party be liable to the other Party for loss of use, production, profit, revenue, business, data, contract or anticipated savings or for delay or for any financing costs or increase in operating costs or any economic loss for any indirect or consequential loss or damage.
- 13.4 For the purposes of this Clause 13, the term Life Research will mean Life Research, its officers, employees, contractors and agents, whether individually or collectively.
- 13.5 This Clause 13 will survive the expiration or termination of this Agreement.

14 Partnership Program

- 14.1 The terms in this clause 14 only apply where the Client has elected to participate in the Life Research Partnership Program.
- 14.2 The following additional terms will apply under the Partnership Program:
- (a) The Client will receive a 20% discount on the current list price for Deliverables.
 - (b) The Nominated Researcher or Research Group will (upon written request) be supplied 50% of the yield of a single polyclonal project Deliverable annually at no additional cost to the Client (other than delivery) and otherwise on the Custom Terms and Conditions ("Bonus Deliverables").
 - (c) The Client represents and warrants that:
 - (i) the Bonus Deliverables will be exclusively used by the Nominated Researcher or Research Group
 - (ii) the Client will not sell or otherwise resupply any Bonus Deliverables to any person.
 - (d) The Partnership Program is personal to the Nominated Researcher or Research Group and is not transferrable. Participation in the Partnership Program will cease if;
 - (i) the Nominated Researcher ceases to be employed by the Client; or
 - (ii) in the opinion of Life Research, the Research Group is subject to a material change in composition or structure.
 - (e) If the Deliverable is a polyclonal antibody the Client acknowledges that each future batch produced may vary in its specificity and quality. Life Research will use its best endeavours to produce future batches of the Deliverable, but if for technical reasons they are unable to then Life Research will not be held liable for the ongoing annual supply.
- 14.3 The Client acknowledges and agrees that Life Research may retain for sale in accordance with clause 14.4 up to half (½) of the quantity of Deliverable manufactured or otherwise procured pursuant to this Agreement PROVIDED THAT the quantity of Deliverable supplied to the Client is not less than one (1) milligram.
- 14.4 The Client hereby grants Life Research a perpetual, irrevocable and worldwide license to the Client Materials and/or Deliverables to manufacture, market and sell the Deliverables under the Life Research brand. The Client warrants that the manufacture and sale of the Deliverables by Life Research will not infringe the Intellectual Property Rights of any person.
- 14.5 Life Research will, if requested within 3 months of the date hereof, pay to the Client an amount equal 10% of all moneys received by sales to third party Clients of the Deliverables. Life Research will provide a further 20% of all monies received (making a total of 30%) to the Client if the third party client is referred to Life Research by the Client and is not an existing client of Life Research. All monies payable under this clause 14.4 will be paid annually.
- 14.6 This clause 14 will survive the expiration or termination of this Agreement.

15 Suspension

Life Research may suspend the Services if Life Research is entitled to terminate this Agreement.

16 Termination

- 16.1 Life Research may terminate this Agreement if the Client fails to pay any Service Fee by the due date for payment.
- 16.2 Without prejudice to any other rights it may have, a Party may terminate this Agreement by giving written notice to the other Party (the "Defaulting Party") if:
- (a) the Defaulting Party breaches any provision of this Agreement that is not capable of remedy;
 - (b) the Defaulting Party breaches any provision of this Agreement that is capable of remedy and fails to remedy such breach with 14 days written notice; or
 - (c) the Defaulting Party is insolvent.

17 Confidentiality

- 17.1 Subject to Clause 17.2, the Parties must not disclose to a third party Confidential Information.
- 17.2 A Party may disclose Confidential Information:
- (a) as required or permitted by this Agreement or relevant laws;
 - (b) to its legal advisers and its consultants;
 - (c) with the prior consent of the other Party; or
 - (d) to those of its related bodies corporate and its and their respective officers, employees and agents who require the information for the purposes of performing this Agreement.
- 17.3 This Clause 17 will survive the expiration or termination of this Agreement.

18 Force Majeure

- 18.1 Neither Party will be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to Force Majeure.
- 18.2 If a delay or failure of a Party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that Party's obligations will be suspended (other than any obligation to pay any Fees due).
- 18.3 If the delay or failure by a Party to perform its obligations due to Force Majeure exceeds 60 days, either Party may immediately terminate the Agreement on providing written notice in writing to the other Party.

19 Miscellaneous

- 19.1 Precedence**
In the event of any conflict between a Project Plan and these terms and conditions these terms and condition will prevail to the extent of the inconsistency.
- 19.2 Severance**
A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.
- 19.3 Sub-contract**
Life Research may sub-contract the performance of its obligations under this Agreement to third parties. Life Research will remain responsible for the performance of its obligations under this Agreement despite sub-contracting the performance of any part of it.
- 19.4 Waiver**
A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.
- 19.5 Governing law**
This Agreement is governed by the laws of Victoria, Australia and each part submits to the exclusive jurisdiction of the courts in that state.