

GENERAL TERMS AND CONDITIONS

1. **Purpose.** This GENERAL TERMS AND CONDITIONS ("Agreement") sets forth the terms and conditions governing non-GMP CDMO and/or non-GMP or GMP testing services ("**Services**") to be performed by the Parties to the Statement of Work ("**SOW**"), which are the Affiliate of SK pharmteco Inc. ("Service Provider") and the client ("**CLIENT**"), as detailed and in accordance with the accompanying SOW, as may be amended and supplemented as mutually agreed by Service Provider and CLIENT in writing from time to time. Service Provider and CLIENT may be hereinafter, from time to time, individually referred to as a "Party" and collectively referred to as the "Parties."
2. **Engagement of Affiliates.** Each SOW may be executed and performed by Affiliates (defined below) of SK pharmteco Inc., which shall be responsible and liable for the performance of the Services under the SOW and this Agreement. Any Affiliates signing a SOW shall be bound by the terms of this Agreement as if it were an original party hereto. All rights, obligations, liabilities, and remedies set forth in this Agreement shall apply to such Affiliates with respect to the applicable SOW. For the avoidance of doubt, Service Provider shall not be responsible or liable for the performance or obligations of its Affiliates under any SOW unless expressly agreed in writing. For the purpose of this Agreement, "**Affiliate**" shall mean, with respect to either Party, any other corporation, company or other business entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Party. For purposes of this definition, the term "control" and, with correlative meanings, the terms "controlled by" and "under common control with," mean possession, directly or indirectly, of the power to direct the management and policies of a corporation, company or other business entity, whether through the ownership of fifty percent (50%) or more of the voting interests of such corporation, company or other business entity, through contract, or otherwise.
3. **Terms and Conditions.** The CLIENT agrees that this Agreement and SOW shall constitute the entire agreement between the CLIENT and Service Provider with respect to the subject matter hereof. Any terms or conditions contained in a purchase order or other documents issued by CLIENT that are in addition to, inconsistent with, or contrary to the terms of this Agreement or any SOW shall not be effective and Service Provider expressly rejects such terms. Service Provider shall not be bound by any purchase order unless expressly agreed in SOW in writing by the Parties.
4. **Transfer and Use of CLIENT Materials.** If applicable, within fifteen (15) calendar days from the Effective Date, or at any other date agreed by the Parties in an applicable SOW, CLIENT shall provide to Service Provider, at CLIENT's own cost, all biological, chemical and other materials and related documentation, necessary to conduct the Services as set out in the SOW (collectively "**CLIENT Materials**"). CLIENT hereby authorizes Service Provider, its personnel, its Sub-Contractors (as defined below) and the personnel of such Sub-Contractors to use the CLIENT Materials solely for the purpose of performing the Services, unless otherwise agreed by the Parties in writing. Service Provider shall not modify or reverse-engineer the CLIENT Materials except as necessary to perform the Services.
5. **Performance of the Services.** Service Provider shall perform the Services in accordance with this Agreement and SOW, in consideration for the Price set out in Article 13 below. Notwithstanding anything to the contrary herein, CLIENT acknowledges that the Services are experimental in nature and, as such, any timelines set out in the SOW are estimates only that, among other things, depend on full and timely cooperation of the CLIENT, and results cannot be guaranteed. Service Provider will conduct the Services on its premises or those of its Affiliates or Sub-Contractors. CLIENT shall not use any Product delivered by Service Provider in human subjects, in clinical trials or for diagnostic purposes involving human subjects. Upon completion of the Service, Service Provider shall provide the CLIENT with those Product, and deliverables specified expressly in the SOW (collectively the "**Results**").
6. **Sub-Contractors.** Service Provider may subcontract or otherwise delegate any of its obligations under this Agreement to any third party ("**Sub-Contractors**"), subject to CLIENT's prior written consent, except as otherwise expressly set forth in the SOW. Service Providers shall be responsible for the performance of its Sub-Contractors. Subcontractors will be listed in the SOW and approved by CLIENT.
7. **Shipment.** If applicable, delivery of any Products by Service Provider to CLIENT will be made EXW (Incoterms 2020) Service Provider's facility loading dock. Client shall deliver CLIENT Material to Service Provider's facility (DDP Incoterms 2020).
8. **Storage.** The Products and CLIENT Materials shall be stored in appropriate conditions in accordance with applicable laws and, if applicable, written instruction provided by CLIENT to Service Provider. Cost of storage, where applicable, shall be defined in the SOW.
 - (a) **Storage of CLIENT Material before the start of the Services.** Service Provider will store the quantities of CLIENT Materials needed to perform the Services (+5 to 10% maximum as security stock) up to six (6) months prior to the starting date of the concerned Services.
 - (b) **Storage of Products and remaining CLIENT Materials after the end of Services.** Service Provider will store the Products and the remaining CLIENT Materials up to one (1) month as from the date the Product becomes available, as evidenced by the delivery date of certificate of analysis for non-GMP batches, certificate of analysis, certificate of testing, or R&D final reports for contract testing services, as applicable. If any Product or CLIENT Materials remain at Service Provider Facility beyond one (1) month storage period, a separate storage agreement shall be executed by Service Provider and CLIENT.
9. **Rescheduling / Cancellation of Services.**
 - (a) **Rescheduling:** CLIENT shall inform Service Provider of any rescheduling request by written notice at least thirty (30) calendar days prior to the start date of Services. Service Provider shall use its commercially reasonable effort to accommodate such rescheduling request from CLIENT, depending on Service Provider capabilities and resources. If a SOW is rescheduled more than once or its rescheduled start date is delayed more than thirty (30) calendar days from the originally scheduled start date, such rescheduling shall be considered, at Service Provider's sole discretion, as cancellation of the applicable SOW at CLIENT's convenience and the CLIENT shall be responsible for the Cancellation Fees (as defined below), as if the SOW had been canceled with the same applicable notice period.
 - (b) **Cancellation:** CLIENT shall inform Service Provider of any cancellation request by written notice prior to the start date of the applicable SOW. CLIENT shall be required to pay cancellation fees, as set forth in the SOW ("**Cancellation Fees**"). In any case, (i) in the event of cancellation of SOW less than thirty (30) calendar days before its start date or (ii) in the event of any early termination of a SOW after its start date, CLIENT shall pay the full amount of the fees set forth in cancelled/terminated SOW to Service Provider. In addition, CLIENT shall reimburse all non-cancellable costs of raw materials, consumables and outsourced services.

- 10. Ownership of Results & Data**– Upon payment of all amounts due to Service Provider pursuant to the SOW, CLIENT shall exclusively own all title, rights and interests in and to the Results, excluding any Service Provider Background IP and Service Provider Improvements (defined below). Nothing in this Agreement shall affect the ownership of background Intellectual Property rights of either Party. In addition, Service Provider shall exclusively own all title, rights and interests in and to the improvements, modifications, and enhancements to, and new uses of, Service Provider Background IP, excluding Client Background IP (hereafter referred to as “**Service Provider Improvements**”). Service Provider may retain copies of the Results and related records as required for regulatory compliance, quality assurance, or internal record-keeping purposes, subject to confidentiality obligations under this Agreement. Client shall not own or have title to any Service Provider’s protocols, test methods, or standard operating procedures (SOPs) or any proprietary process development (PD) work, including but not limited to, methodologies, optimizations, or know-how developed by Service Provider. Upon CLIENT’s request, Service Provider shall provide the raw data associated with the Results generated under this Agreement and the applicable SOW. If CLIENT requests raw data beyond the Results, the applicable SOW shall be amended by mutual agreement to include the scope and terms of such additional data sharing.
- 10.1. “Intellectual Property”** (or “IP”) means all rights to and any interests in any patent, design, trade mark, copyright, know-how, inventions and discoveries (whether patentable or not), trade secret and any other proprietary right or form of intellectual property (whether protectable by registration or not), specification, formula, device, drawing, design, database rights, system, process, logo, mark or style.
- a.** “Service Provider **Background IP**” means all IP owned by or licensed to (or otherwise controlled by) Service Provider or its Affiliates as of the Effective Date of this Agreement or developed, made or conceived by or for Service Provider or its Affiliates independently of this Agreement.
- b.** “**CLIENT Background IP**” means all IP rights in or relating to CLIENT Material that is not commercially available from third parties or CLIENT’s Confidential Information delivered to Service Provider for the purpose of the Services, **(i)** which are owned by or licensed to (or otherwise controlled by) CLIENT or its Affiliates as of the Effective Date or **(ii)** thereafter developed or acquired by CLIENT or its Affiliates or licensed to (or otherwise controlled by) CLIENT or its Affiliates independently of this Agreement.
- 10.2.** Service Provider is granted a non-exclusive, royalty-free, fully-paid, worldwide, transferable license (with rights to sublicense to multiple tiers) to CLIENT Background IP solely to perform the Services under this Agreement.
- 10.3** If Service Provider incorporates Service Provider Background IP or Service Provider Improvements into any Results, Service Provider hereby grants to CLIENT a non-exclusive, royalty-free, fully-paid (subject to compliance with Article 10) worldwide license to use such incorporated Service Provider Background IP and Service Provider Improvements solely to the extent necessary to use or exploit the Results for the Project. This license is granted for the duration of the exploitation by CLIENT of the Results in connection with the Project. CLIENT is granted no rights to use or exploit any Service Provider Background IP and Service Provider Improvements separately or apart from the Results in which such IP is incorporated.
- 11. Unexpected Result; Out of Specification Result**
- (a) Non-GMP Activities.** For non-GMP activities, if CLIENT notifies Service Provider in writing within fourteen (14) calendar days of receiving from Service Provider Results from testing services that the Results is unexpected and requests an investigation, Service Provider will, upon request by CLIENT, conduct an investigation into such unexpected results at CLIENT’s sole cost. For avoidance of any doubts, Service Provider shall not be liable for any unexpected results arising from non-GMP activities.
- (b) GMP Activities.** For GMP activities, if Service Provider observes an out of specification result (“OOS Result”) it will notify CLIENT within four (4) calendar days of learning of such OOS Result. CLIENT and Service Provider will agree on the appropriate course of action to investigate the OOS Result. If the result of an investigation indicates that OOS Result is due in whole or in part to the inherent condition of the test article or the act, omission, direction, negligence or willful misconduct of CLIENT, CLIENT shall be liable to Service Provider for the Services performed, including any retests, and materials, reagents, expenses, etc. consumed, employed, or specially obtained during the course of the laboratory investigation into OOS result. If the OOS result was caused by a combination of test article condition or the act, omission, direction, or negligence of both CLIENT and Service Provider, CLIENT shall be liable for 50% of the cost of the Services performed (including any retests) and 50% of the cost of investigation into such OOS Result. In such case, Service Provider shall be responsible for the remaining 50% of such costs. If the OOS Result is solely attributable to Service Provider’s negligence or willful misconduct, Service Provider shall either (1) perform a retest at no additional cost to CLIENT, or (2) provide a refund of any payments made by CLIENT for the Services that gave rise to such OOS Results. In such case, Service Provider shall bear the full cost of investigation into the OOS Result.
- 12. Facility Visits.** Upon fourteen (14) calendar day’s written notice and subject to approval by Service Provider, CLIENT may visit Service Provider’s facilities during normal working hours to observe services, discuss services with appropriate staff members of Service Provider or to inspect Service Provider facilities and records related to the Services hereunder and SOW, subject to approval by Service Provider. While on Service Provider’s premises, CLIENT shall adhere to any and all safety, security, and confidentiality policies and measures required Service Provider.
- 13. Price and Payment.** Service Provider shall invoice the applicable amount(s) to CLIENT as set forth in the applicable SOW (the “**Price**”). CLIENT shall pay each invoice within thirty (30) calendar days from receipt of invoice. However, Service Provider reserves the right to require prepayment from CLIENT whose credit has not been established to Service Provider’s reasonable satisfaction. In the event that CLIENT has not timely paid an invoice, Service Provider reserves the right to delay the delivery of the Results and may assess interest on the outstanding portion of such invoice at the rate of two percent (2.0%) per month or the maximum amount permitted by law, whichever is less. Further, in addition to all other remedies available to Service Provider, in the event that CLIENT has not timely paid the invoice and does not cure such default within twenty (20) calendar days of receipt of written notice thereof from Service Provider, Service Provider may elect to suspend the Services or terminate this Agreement. CLIENT shall remain liable for all fees owed pursuant to the Agreement and the applicable SOW during any such suspension. All payments to Service Provider hereunder will be made by wire transfer. CLIENT agrees that it is responsible for and will pay any sales, use, value added, goods and services, and other taxes resulting from Service Providers performance of the Services, which are required under applicable laws to be paid by CLIENT (except for income, franchise or property taxes payable by Service Provider).
- 14. Change.** Customer may request reasonable changes and/or modifications (“Changes”) to a SOW. If such Changes result in additional costs or delays in performance of Services by Service Provider, Service Provider and CLIENT shall execute a change order to reflect the revised timeline and any associated increased costs and fees (“Change Order”). All Change Orders will be signed by authorized representatives of Service Provider and CLIENT to be effective.

15. **Confidentiality.** All information disclosed by a Party to the other (“**Confidential Information**”) shall only be used for the Services and the Project under this Agreement and shall be subject to the provisions of the confidentiality agreement entered into between Service Provider and CLIENT (the “**Existing NDA**”). All CLIENT Background IP and Results (which, for clarity, exclude any Service Provider Background IP and Service Provider Improvements therein incorporated) shall be considered Confidential Information of CLIENT. All Service Provider Background IP and Service Provider Improvements shall be considered Confidential Information of Service Provider. The provisions of the Existing NDA shall apply *mutatis mutandis* to this Agreement as if they were expressly set out in this Agreement and shall remain into force during the performance of the Project or SOW and for ten (10) years after termination or expiration of this Agreement and SOW. Accordingly, the term of the Existing NDA shall be deemed extended to align with the term of this Agreement and any SOW, and it shall be amended as necessary to reflect this extension. For the avoidance of doubt, in the event of any conflict between this Agreement and the Existing NDA, this Agreement shall prevail and govern, including with respect to governing law and dispute resolution.
16. **Publicity.** Except as provided in this section, neither Party will refer to, display or use the other Party’s name, trademarks or trade names confusingly similar thereto, alone or in conjunction with any other words or names, in any manner or connection whatsoever, including any publication, article, or any form of advertising or publicity, except with the prior written consent of the other Party. With respect to Service Provider, its tradenames shall be deemed to include the tradenames of all its Affiliates.
17. **Term and Termination.** This Agreement shall commence on the last date of signature (“Effective Date”) and shall continue until the Services are completed. Either Party may terminate this Agreement if the other Party is in material breach of this Agreement, provided that such breach has not been remedied within thirty (30) calendar days of receipt of written notice from the non-breaching Party. To the greatest extent legally permitted, Service Provider may terminate this Agreement immediately upon written notice to the CLIENT if the CLIENT becomes insolvent, files a petition for bankruptcy or commences or has commenced against its proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. In addition, CLIENT may early terminate this Agreement and cancel the Services without cause, subject to payment of any applicable Cancellation Fees according to Article 9.
18. **Effects of Termination.** Upon the expiration or termination of this Agreement, (a) CLIENT shall pay Service Provider for all unpaid and non-cancellable fees, charges and reimbursable expenses accrued up to the date of expiration or termination and if applicable, Cancellation Fee; and (b) Service Provider shall return all remaining CLIENT Materials and Products to CLIENT, upon CLIENT’s written request and sole cost and expense of CLIENT, as soon as reasonably practicable. Costs of storage of the remaining CLIENT Materials and Products after they have been made available or delivered by Service Provider, shall be defined in the SOW, if applicable. Termination of the Agreement shall be without prejudice to any other rights or remedies of either Party under the Agreement or at law or in equity and all such rights are cumulative. Any such termination shall not affect any accrued rights or liabilities of either Party at the date of termination. Articles 4, 5, 8, 9, 10, 11, 12, 13, 15 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 hereunder shall survive the termination or expiry of this Agreement.
19. **Indemnification**
- (a) By Service Provider. Service Provider will defend solely, hold harmless and indemnify CLIENT, its Affiliates and its and their respective officers, directors and employees from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys’ fees and expenses) (collectively, “**Losses**”) arising in connection with any and all lawsuits, investigations, claims or demands brought by a third party (collectively, “**Third Party Claims**”) to the extent such Third Party Claims or Losses were caused by (i) the gross negligence or willful misconduct on the part of Service Provider in performing any activity contemplated by this Agreement or (ii) the use or practice by CLIENT of any Service Provider Background IP and Service Provider Improvements expressly licensed to the CLIENT under this Agreement, in each case except for those Third Party Claims or Losses for which CLIENT has an obligation to indemnify Service Provider under this Agreement, as to which Losses each Party will indemnify the other Party to the extent of their respective liability for the Losses.
- (b) By CLIENT. CLIENT will defend solely, hold harmless and indemnify Service Provider, its Affiliates, and its and their respective officers, directors, employees and Sub-Contractors from and against any and all Losses arising in connection with any Third Party Claims in connection with, arising out of, or resulting from: (i) CLIENT’s use of the Results, (ii) the gross negligence or willful misconduct on the part of CLIENT in performing any activity contemplated by the Agreement, or (iii) the use or practice by Service Provider of any CLIENT Material, CLIENT Confidential Information, process, invention or other IP supplied by, or on behalf of, CLIENT or its Affiliate to Service Provider under the Agreement and used by Service Provider in accordance therewith (including, without limitation, and claim or allegation that use of any of the foregoing infringes, misappropriates or violates any IP rights or any third party), in each case except for those Third Party Claims or Losses for which Service Provider has an obligation to indemnify CLIENT under this Agreement, as to which Losses each Party will indemnify the other Party to the extent of their respective liability for the Losses.
20. **Warranties**
- (a) Warranties by CLIENT. CLIENT hereby warrants to Service Provider that (a) CLIENT has the requisite IP and legal rights to disclose and provide the CLIENT Materials and CLIENT Confidential Information to Service Provider for their use in performance of Service Provider’s obligations under this Agreement, and (b) Service Provider’s use of the CLIENT Materials, CLIENT Confidential Information, and CLIENT Background IP in the performance of the Agreement will not infringe, misappropriate or violate any IP rights or any third party.
- (b) Warranties by Service Provider. Service Provider hereby warrants to CLIENT that it will conduct the Services and obligations in a professional and workmanlike manner consistent with prevailing industry practices and in compliance with all applicable laws and it has and will have throughout the term all necessary permits, licenses, approvals and registrations required to conduct the Project or SOW.
21. **Insurance.** Each Party agrees that it will maintain at all times during the performance of the Project or SOW and for a subsequent period of five (5) years thereafter adequate commercial general liability insurance and product liability/professional liability insurance with financially sound and licensed insurers in an amount reasonably intended to cover its potential liabilities under this Agreement. Either Party shall provide to the other, upon request, current certificates of insurance evidencing the above.
22. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, Service Provider MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, INCLUDING ANY WITH RESPECT TO THE PRODUCTS, THE MANUFACTURING PROCESS, MATERIALS, OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. FOR THE AVOIDANCE OF DOUBT, THE RESULTS WILL BE PROVIDED BY SERVICE PROVIDER “AS IS”.

23. **Limitation of Liability.** TO THE GREATEST EXTENT LEGALLY PERMITTED, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OF ITS AFFILIATES OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, BUSINESS OR GOODWILL) SUFFERED OR INCURRED BY SUCH OTHER PARTY OR ITS AFFILIATES OR THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE GREATEST EXTENT LEGALLY PERMITTED, SERVICE PROVIDER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, INDEMNIFICATION, OR OTHERWISE, SHALL BE CAPPED TO THE AMOUNT OF THE PRICE OF THE RELEVANT MILESTONE OF SERVICES IN THE STATEMENT OF WORK UNDER WHICH THE LIABILITY AROSE. THIS SECTION SHALL BE WITHOUT PREJUDICE TO, AND SHALL NOT LIMIT OR EXCLUDE, EITHER PARTY'S LIABILITY ARISING OUT OF BREACH OF CONFIDENTIALITY OBLIGATIONS.
24. **Governing Law and Dispute Resolution**
- (a) **Governing Law.** This Agreement, as well as the terms of the Existing NDA incorporated herein by reference, shall be governed exclusively by the laws of the State of New York, USA, without reference to any conflict of laws principles that would otherwise apply the law of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.
- (b) **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement, including the terms of the Existing NDA incorporated herein by reference, or the breach, termination or invalidity thereof, which cannot be amicably settled within one (1) month following notification from the complaining Party, shall be finally resolved by binding arbitration in accordance with the American Arbitration Association rules of arbitration in force as of the Effective Date of this Agreement by a single arbitrator. The seat of the arbitration shall be in New York City, New York, USA; the arbitral proceedings shall be conducted in English. The Parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the Parties and the decisions made by the arbitral tribunal, including its awards, except as required by applicable law and to the extent not already in the public domain. The arbitral award shall be final and binding on the Parties and may be entered and enforced in any court having jurisdiction.
25. **Miscellaneous -** (a) **No Assignment.** Neither Party shall be entitled to assign any of its rights or obligations under this Agreement without the other Party's written approval, except that either Party, without such consent, may assign this Agreement and its rights and obligations hereunder, in whole or in part, to any one or more of its Affiliates or to a successor of all or substantially all of the assets of the assigning Party to which this Agreement relates, whether through merger, reorganization, consolidation, acquisition, equity issuance or otherwise. No assignment shall relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon the successors and assigns. (b) **Force Majeure.** Neither Party shall be in breach of this Agreement if there is any failure of performance under this Agreement (except for payment obligation of any amounts due under this Agreement) occasioned by any reason beyond the reasonable control of the Party affected thereby, including, without limitation, an act of God, fire, flood, pandemic, epidemic, act of government or state, war, civil commotion, insurrection, acts of terrorism, embargo, sabotage, prevention from or hindrance in obtaining energy or other utilities, a shortage of raw materials or other necessary components, labor disputes of whatever nature. (c) **Severability.** In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, all other provisions shall remain in full force and effect, and the provision that is invalid, illegal or unenforceable shall be reformed and revised by the Parties to the least amount to achieve as nearly as possible the same effect as was originally intended by the Parties. (d) **Waiver.** No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Waiver by either Party or the failure by either Party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof. (e) **Independent contractor.** Nothing in this Agreement shall be construed as to create any relationship between Service Provider and CLIENT other than that of independent contractors. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other Party. (f) **Entire Agreement.** This Agreement, which includes the SOWs, and the terms of the Existing NDA incorporated herein by reference constitute the entire agreement and understanding between the Parties, and supersede all prior oral or written understandings, arrangements, representations or agreements between them, relating to the subject matter hereof. In the event of the conflict between this Agreement and SOWs, this Agreement shall prevail, unless expressly otherwise agreed between the Parties in the SOW. In the event of the conflict between this Agreement and the Existing NDA, this Agreement shall prevail. (g) **Amendment.** This Agreement may not be amended unless by agreement in writing between the Parties executed by their authorized representatives. (h) **Notices.** All notices hereunder shall be in writing and shall be deemed to have been given (1) when delivered by hand (with written confirmation of receipt); (2) when received by the addressee if sent by a (inter)nationally recognized overnight courier (receipt requested); or (3) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such notifications shall be sent to the respective Parties at the addresses indicated on the first page hereto (or at such other address for a party as shall be specified in a notice given in accordance with this provision). (i) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement, including by industry standard electronic signature software, delivered by facsimile, e-mail of a .pdf or other reliable means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.