



**KALYX AUSTRALIA PTY LTD AND KALYX NEW ZEALAND LIMITED (KALYX)
GENERAL TERMS AND CONDITIONS**

This quotation is made for the Client specified in the quotation, subject to the following terms and conditions (the "Terms").

1. APPOINTMENT / ENGAGEMENT

- 1.1 The Client engages Kalyx to provide the Services to the Client as set out in the accepted quotation (the "Agreement"). Unless expressly agreed otherwise all works performed by Kalyx shall be subject to these General Terms and Conditions.
- 1.2 The Client acknowledges and accepts that Kalyx may itself engage consultants, contractors, independent laboratories and other parties to assist Kalyx in performing the Services and delivering the Deliverables. Kalyx is and will be primarily contractually responsible for the performance of the Services in accordance with this Agreement.
- 1.3 Kalyx will deliver the Services and Deliverables in accordance with the quotation, subject to the compliance of the Client with the general Dependencies set out below, any specific Dependencies identified in the quotation, and with these Terms.
- 1.4 This Agreement shall be non-exclusive, and neither party shall be prohibited from entering into similar arrangements with other parties.
- 1.5 Quotations must be accepted within the Validity Period in order to be binding on Kalyx. Unless otherwise agreed or noted in the quotation the Validity Period is one (1) week from issue. If the Client wishes to proceed after the Validity Period, it should make a written request to Kalyx who may need to issue a new quotation.

2. VARIATIONS OF PROJECT SCOPE AND SERVICES

- 2.1 Kalyx may at any time without notifying the Client make any changes to the Service(s) which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Service(s).
- 2.2 Unless clearly stated in the quotation as a fixed price, the price estimate given is based on the information provided by the Client and the scope of work (Services and Deliverables) as described in the quotation.
- 2.3 If the Client requests a change in the Services or the Deliverables, Kalyx shall notify the Client of the likely change in the Fees, delivery time frame and Project Plan arising from the change. The Client may either:
 - (a) approve the change, in which case this Agreement shall be deemed to be amended accordingly; or,
 - (b) reject the change or do nothing, in which case Kalyx shall continue to perform its obligations under this Agreement unchanged.
- 2.4 If scope change results from information that becomes available after the Quotation was prepared or from the failure of the Client to meet one or more

Dependencies in a timely manner, Kalyx shall notify the Client of:

- (a) its estimate of any likely change in the Fees, delivery time frames and Project Plan; and,
 - (b) whether it is possible for Kalyx to continue to perform its obligations under the Agreement unchanged if the Client does not approve the change.
- 2.5 The Client may then either within a reasonable period of time depending on the circumstances:
 - (a) approve the change, in which case this Agreement shall be deemed to be amended accordingly; or
 - (b) reject the change or do nothing, in which case Kalyx shall:
 - (i) If it is possible to do so, continue to perform its obligations under this Agreement unchanged; or,
 - (ii) If it is not possible to continue under this Agreement, terminate this Agreement immediately by giving written notice.
 - 2.6 If the change is minor but, in Kalyx' reasonable opinion, necessary to fulfil the Client's requirements, and Kalyx is unable to obtain a response from the Client within a reasonable time period (ordinarily no more than seven (7) days), Kalyx may implement and perform the change and invoice the Client accordingly, and the Client agrees that it shall pay such invoice.
 - 2.7 The Agreement to variations and changes under this paragraph 2 must be clearly evidenced in writing.
- 3. PROVISION OF DOCUMENTS AND INFORMATION BY THE CLIENT**
- 3.1 The Client shall provide all required protocols, research permits, chemicals, seed, certificates of analysis, chemical characterisation data, product labels, Safety Data Sheet(s), documentation mandating destruction of treated crop(s), and any other necessary information requested by Kalyx to allow it to undertake the Services and provide the Deliverables ("**Dependencies**").
 - 3.2 The Client will provide Kalyx with the Dependencies and notify of any required procedures promptly in an acceptable format, in order that Kalyx may provide the agreed Services in accordance with Kalyx' Project Plan.
 - 3.3 Kalyx will conduct the work in accordance with the Regulator's permits and technical guidance applicable at the time the work is being undertaken.
 - 3.4 Kalyx shall not be responsible for changes in the weather or biological systems nor for any impact they may have on the Services or Deliverables. Kalyx shall not be responsible or liable for:
 - (a) unfavourable, unexpected, or unforeseen completion delays or any result or Deliverables of any Services;

- (b) trials where the pest pressure has not been adequate for confirmatory or unequivocal results;
 - (c) situations where failure of notification of prior site contamination as a result of co-operators or farmers practice which may impact trial success, including residue contamination and crop emergence;
 - (d) situations where trials have failed due to the acts or omissions of a trial co-operator, farmer or third party who has entered onto the trial site;
 - (e) situations where trials have failed due to Force Majeure, including adverse weather, animal damage, agrochemical drift caused by parties external to Kalyx, wildlife damage and other trespassers;
 - (f) claims by trial co-operators or farmers that the Client's sample has contaminated the trial co-operators or farmers land, livestock, or general environment;
 - (g) claims by trial co-operators or farmers that the Client's sample has adversely affected a third party, or the trial co-operators or farmers health; or,
 - (h) acceptance of the Deliverables or any trial reports by the relevant Regulator(s), or any acts omissions of the Regulator in relation to the Deliverables.
- 3.5 Should a change in regulations or guidance result in a change in scope for the Project, Kalyx shall notify the Client of a change in accordance with paragraph 2.3.

4. GENERAL EXCLUSIONS

- 4.1 The quotation is limited to the scope of work described within and the Services and Deliverables. If any of the following events occurs, it shall be considered to be a change to the Agreement, and Kalyx shall notify the client of a change in accordance with paragraph 2.3:
- (a) the Client requires any additional work, such as follow up with regulatory Authorities for approval of the trial;
 - (b) the Client requests or circumstances require that Kalyx participates in meetings with the Client and/or with regulatory Authorities (and/or any follow-up activities) for which the time necessary to plan for, travel to and attend meetings is not included in the quotation; or,
 - (c) additional discussions with the Client or a facility sub-contracted on behalf of the Client are necessary to resolve unforeseen issues.
- 4.2 Regulatory fees charged by Authorities are also excluded from the quotation unless expressly stated otherwise and must be paid directly to the regulatory body by the Client.
- 4.3 Any documents to be provided by Kalyx shall be delivered in electronic form. If the Client requires

paper copies, this will be a change and will be managed in accordance with paragraph 2.

- 4.4 The Client is responsible for the fees and costs of sample disposal or destruction. Kalyx shall either return unused samples and materials to the Client or destroy them at the Client's cost.

5. CONFIDENTIALITY

- 5.1 The parties must take all reasonable steps necessary to maintain the confidential nature of the Confidential Information, including ensuring proper and secure storage of Confidential Information in accordance with Good Industry Practice.
- 5.2 The provisions of paragraph 5.1 shall not apply to:
- (a) any information that is publicly known at the time of its disclosure or being lawfully made available to the receiving party;
 - (b) information already in possession of the receiving party before the disclosing party has shared it with them;
 - (c) information lawfully obtained without restriction from a third party;
 - (d) information that is independently developed by the Recipient without reference to or reliance upon Confidential Information; and,
 - (e) information required by regulation or order of a competent Authority (including any regulatory or governmental body or securities exchange) to be disclosed by one of the parties in which case where practicable, the other party shall be given reasonable advance notice of the intended disclosure.
- 5.3 Where a party is required to disclose Confidential Information in circumstances in paragraph 5.2(e), the party under such duty to disclose shall use all reasonable endeavours to give the other party as much prior notice of such disclosure as is reasonably practicable.
- 5.4 If this Agreement is terminated, each party shall, at the other party's request, return or destroy all Confidential Information of the other party except to the extent the information must be retained for audit or compliance purposes.
- 5.5 The recipient of the other party's Confidential Information shall not be required to delete or destroy any electronic back-up files that have been created solely by its automatic or routine archiving and back-up procedures, to the extent created and retained in a manner consistent with its standard archiving and back-up procedures.

6. INTELLECTUAL PROPERTY

- 6.1 Upon payment in full of the Fees, Kalyx shall transfer all intellectual property, including inventions, samples, and technical information, whether or not patentable or copyrightable, which were created by or on behalf of Kalyx in the performance of its obligations under this Agreement to the Client. The Client shall have the exclusive right to register the

copyright, apply for a patent, or otherwise protect the writings and works. Notwithstanding the foregoing, Kalyx retains intellectual property in all systems, methods, processes and techniques created, developed or fine-tuned in the course of the provision of the Services and the Deliverables.

- 6.2 At the Client's request and expense, Kalyx will complete all documents and otherwise cooperate with the Client as necessary to perfect the transfer of rights described in paragraph 6.1 and as otherwise requested by the Client to define, protect, and enforce its rights all such intellectual property.
- 6.3 The Client is the owner or licensor of all materials, samples, documents, and intellectual property supplied by it to Kalyx in connection with the Agreement ("Client IP"). If any third party brings or threatens to bring any claim against Kalyx alleging that Kalyx' use of the Client IP in accordance with this Agreement infringes that third party's intellectual property rights (a "Third Party IP Claim"), then the Client shall fully indemnify Kalyx (including on a solicitor-client basis) from such Third Party IP Claim and the Client shall defend or settle such Third Party IP Claim at its own expense.

7. INVOICING AND PAYMENT

- 7.1 Kalyx shall invoice the Client for Fees incurred in providing the Services and Deliverables. GST shall be added to each invoice as applicable, at the prevailing rate.
- 7.2 The Client agrees and understands that the estimated Fees set out in the quotation are indicative only and that, having regard to the nature of the work, the actual fees may be higher than the estimate. Notwithstanding the foregoing, Kalyx shall use its reasonable endeavours to notify the Client if it anticipates, at any time during the performance of the Services, that the Fees are likely to be higher than those estimated in the quotation and the Client may request a change in accordance with paragraph 2 to reduce the scope of the Services and/or the Deliverables to reduce the Fees accordingly.
- 7.3 The Client acknowledges and accepts that additional Fees may be chargeable as a result of the Client's additional or amended instructions or lack of instructions, the inaccuracy or inappropriateness of any material provided by the Client or any other cause attributable to the Client.
- 7.4 The Client shall pay each of Kalyx' invoices within one (1) month after the end of the month of the date of issue thereon, unless otherwise specified in the quotation or in a separate master service or framework agreement in place between Kalyx and the Client.
- 7.5 If payment of any of Kalyx' invoices or any part thereof is overdue, then unless the Client has notified Kalyx in writing that such payment is in dispute within five (5) Business Days of the Client's receipt of the corresponding invoice, Kalyx may at its option and

upon ten (10) Business Days written notice to the Client:

- (a) charge interest on such overdue amounts at the Reserve Bank of Australia Cash Rate Target plus 6% per annum compounding monthly with such interest accruing from the day the payment was due;
 - (b) suspend any work in progress and withhold any Deliverables and other materials under a common-law lien until such payment is made, in which case the timescales for the Agreement shall be delayed accordingly, or field trials may be abandoned;
 - (c) Withhold reports, data and documentation; and,
 - (d) terminate this Agreement in accordance with paragraph 8.2(a).
- 7.6 Where an invoiced sum is only partly in dispute the Client must pay the undisputed portion.

8. TERM AND TERMINATION

- 8.1 Subject to termination in accordance with paragraph 8.2, the Agreement shall become effective in accordance with paragraph 1.1 and shall continue thereafter until all Services and Deliverables set out in the quotation have been delivered.
- 8.2 Either party may terminate this Agreement and/or any Project or particular item of work pursuant to a service order or statement of work at any time:
- (a) subject to paragraph (b), on giving written notice to the other party if the other party materially breaches any term of this Agreement;
 - (b) where the breach is capable of remedy the defaulting party has ten (10) Business Days to remedy the breach following written request to do so; or,
 - (c) if the other party is or becomes Insolvent.
- 8.3 If the Client terminates the Agreement prior to completion of the quoted Project, the first payment instalment detailed on the quotation shall be either payable or non-refundable as applicable. In addition to this first instalment, Kalyx may invoice the Client for all Fees incurred in respect of Services and Deliverables provided and all expenses incurred, as at the date of termination (including costs incurred in closing down the Project or field trial sites and handing over any work in progress to the Client or any successor provider, during the notice period) plus 15% of the total estimated value of the quotation (subject to a maximum cap equal to 100% of the total Fees as amended in accordance with paragraph 2).
- 8.4 The expiry or termination of this Agreement for any reason shall not affect either party's accrued rights, remedies or liabilities including: payments due at the effective date of termination; or coming into force or the continuance in force of any provision of this contract which is expressly or by implication intended to come into or continue in force on or after termination.

9. HUMAN RESOURCES

- 9.1 The parties shall be mindful of and use all reasonable endeavours to comply with any relevant codes of conduct, policies, HSE requirements and any site or location specific policies and rules and shall endeavour to draw attention to such matters on or before attending at such locations. Such policies may include environment, smoking, harassment and discrimination.
- 9.2 Nothing contained in this Agreement shall be deemed or construed as creating a partnership, agency, joint venture, employee and employer, or principal and agent relationship between Kalyx and the Client. Each party's status with respect to one another is that of an independent contractor. Neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other or to hold itself out as having such a right.
- 9.3 Kalyx is solely responsible for the administration of all salary, tax, superannuation, insurance, performance appraisal, day to day management, disciplinary, grievance and other employment-related matters in respect of Kalyx and its officers, employees, servants, agents and contractors howsoever arising.
- 9.4 Neither party shall without the prior consent of the other induce the other party's employee engaged in the performance of the Services to enter its service at any time during the term of this Agreement or for a period of twelve (12) months after it has ceased or employ or contract them in this period.

10. RECORD KEEPING AND ARCHIVING

- 10.1 All dossiers and supporting documentation relating to the Project are the Client's property except for drafts and internal memoranda prepared for Kalyx internal purposes only.
- 10.2 For the purposes of this clause 10 the "Document Retention Period" means a period of six (6) years after delivery of the Services and Deliverables or such other period as is determined in accordance with prudent industry practice or required by the Authorities.
- 10.3 Kalyx agrees to make available to the Client copies of all field trial data and reports or equivalent documents after full payment of all Fees.
- 10.4 Kalyx may retain copies of documentation relating to the Project, including but not limited to the dossier, associated studies, and significant correspondence for the Document Retention Period.
- 10.5 Kalyx shall retain physical copies of GLP residue trial documentation relating to the Project, including but not limited to the dossier, samples, associated studies, and significant correspondence for the Document Retention Period as stipulated in the OECD principals of GLP and then Kalyx will contact the Client for the Client to take over storage or to arrange the Client to pay a fee to Kalyx to continue the storage arrangements. If the Client fails to respond to the storage request within one (1) month,

then, all generated material may be destroyed or disposed of.

- 10.6 Kalyx will retain and manage the storage of duplicate GLP plant samples collected in the conduct of the Services and Deliverables for the minimum period required for compliance with the Authorities. After such period, Kalyx will contact the Client for permission for destruction or disposal, or to arrange for the Client to pay a fee for Kalyx to continue such storage.
- 10.7 Any non-GLP plant and chemical samples shall be transferred to the client, analytical services provider or other locality as stipulated in the scope of work (Services and Deliverables). Kalyx reserve the right to dispose or destroy samples at the Client's cost at any time after twelve (12) months from the delivery of the Services and Deliverables.
- 10.8 If the Client requires Kalyx to retain copies of Project related data beyond this period, it is the Client's responsibility to notify Kalyx and agree to terms accordingly. Electronic copies of all Project related data held by Kalyx will be provided to the Client on request.

11. WARRANTIES AND LIABILITY

- 11.1 Kalyx warrants to the Client that the Service(s) will be provided using such care and skills as is customary for the provision of similar services in the Jurisdiction.
- 11.2 In no event will Kalyx be liable for any damages resulting from: loss of, damage to or corruption of data; lost profits; loss of revenue; losses from field trial failures due to force majeure or third-party acts or omissions; losses arising from failure to achieve registration within required timescales or at all; loss of anticipated savings; or, any indirect or consequential loss. Such liability is excluded whether such damages were reasonably foreseeable or actually foreseen.
- 11.3 Kalyx' maximum aggregate liability to the Client for any cause whatsoever shall be for direct costs and damages only and will be limited to a sum equivalent to 100% of the aggregate of the Fees paid and payable by the Client under this Agreement.
- 11.4 Kalyx hereby excludes, to the fullest extent permitted by law, all liability that Kalyx has not expressly accepted in this Agreement. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action.
- 11.5 No action, regardless of form, arising out of transactions occurring under or contemplated under the Agreement may be brought by either party more than three (3) years after the cause of action has accrued.
- 11.6 In no event will Kalyx be liable to the Client for any consequential, incidental, indirect, punitive, or special damages, including but not limited to any lost revenues, lost profits, late sales, lack of market access, unexpected trial results, delay by third

parties, delay by a regulatory body, damage to property and any similar damages, expenses, or losses, regardless of however caused, whether based on Agreement, tort, or any other legal theory.

- 11.7 Where Kalyx supplies in connection with the provision of the Service any goods supplied by a third party, Kalyx does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Kalyx.
- 11.8 The Client indemnifies Kalyx from all liability for loss, cost and damage (or claims for them) by third parties for matters arising out of or associated with the performance of the Services including without limitation environment damage and remediation except to the extent the loss, cost or damage was not caused by Kalyx gross negligence or wilful misconduct.
- 11.9 For the purposes of this paragraph 11, "Kalyx" includes its directors, officers, employees, agents, subcontractors and suppliers ("indemnified persons") who shall therefore have the benefit of these limits and exclusions of liability. For the purposes of (and to the extent necessary for) allowing the indemnified persons to obtain the benefit under this provision, Kalyx enters into this Agreement as bare trustee and agent for those indemnified persons.

12. FORCE MAJEURE

- 12.1 Neither party shall be considered in default of the performance of any obligation hereunder to the extent that the performance of such obligation is prevented or delayed by Force Majeure.
- 12.2 If a Force Majeure event occurs, the affected party must promptly give the other party a written notice containing:
- (a) particulars of the Force Majeure event;
 - (b) the obligations of the party the performance of which are prevented or otherwise affected; and,
 - (c) the nature and extent of the effects of Force Majeure event on those obligations.
- 12.3 The party affected by a Force Majeure event must:
- (a) use reasonable endeavours to remove or mitigate the effect of that Force Majeure event on its obligations under this Agreement;
 - (b) regularly inform the other party in writing (and not later than on a fortnightly basis) of the steps taken by it to remove the effect of that Force Majeure event.
- 12.4 If the condition, event or circumstance giving rise to the Force Majeure, or the natural consequences of that condition, event, or circumstance continue to operate as a Force Majeure for a period of at least one (1) month from the date on which the affected party gives notice under paragraph 12.2, then either party may terminate this Agreement by notice to the other party at any time, provided that the affected

party has not first given notice that the Force Majeure has ended and Kalyx shall be paid for services including costs and disbursements incurred to the date of the Force Majeure.

13. COMPLIANCE WITH LAWS

- 13.1 In performing their obligations under this Agreement, the parties each agree that in connection with this Agreement and the transactions contemplated by it, each of Kalyx and the Client will respectively comply with all applicable laws, rules, and regulations, including any health and safety legislation and environmental legislation and all laws, rules and regulations relating to Illegal and Corrupt Practices, Modern Slavery, and anti-money laundering.
- 13.2 Each party shall provide all reasonable assistance to the other to comply with any requirement to provide a compliance statement to an Authority in relation to Illegal and Corrupt Practices, Modern Slavery, and anti-money laundering.

14. GENERAL

- 14.1 *Jurisdiction.* The parties accept the Jurisdiction for construing this Agreement and governing proceedings and claims under this Agreement.
- 14.2 *Partial invalidity.* If any provision of this Agreement is adjudged by a court of competent jurisdiction to be invalid, void, or unenforceable, the parties agree that the remaining provisions of this Agreement shall not be affected thereby and that the remainder of this Agreement shall remain valid and enforceable and the parties agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.
- 14.3 *Counterparts.* This Agreement may consist of a number of counterparts which may be exchanged including by post, email or recognised document sharing platform. Signatures made or exchanged electronically shall be considered original signatures.
- 14.4 *Waiver.* A provision of or a right created under this Agreement may not be waived, except in writing signed by the party granting the waiver. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. A waiver is not effective unless it is in writing. Unless otherwise stated in this Agreement, a party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy.
- 14.5 *Amendments.* A variation of any term of this Agreement must be in writing and signed by the parties or otherwise sent and accepted in accordance with the electronic transactions legislation.
- 14.6 *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous representations, agreements, and other communications between the parties, both oral and

written. This Agreement shall prevail to the extent of any inconsistency over any additional or inconsistent terms or conditions contained, or referred to, in any other document (including any Client purchase order or purchase terms, instructions or other document) or implied by law, custom or course of dealing.

15. DEFINITIONS AND INTERPRETATION

Authority means any national, state, provincial, regional, territorial, local or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body, in each case within the Jurisdiction and may include a private party where such party has authority to issue permits or restrict access to a location.

Business Day means a day on which trading banks are open for business in the Jurisdiction, or if relevant in the place where a notice is received, or a task is required to be performed, or all of those places and further excluding a day between Christmas Day and 2 January inclusive.

Client means the person/entity engaging Kalyx to provide the Services or any person/entity acting with the Client's authority.

Confidential Information means any information (whether in oral, written, or electronic form) belonging or relating to a party's business affairs or activities including, but not limited to, the policies, services, processes, procedures, methods, formulations, facilities, products and plans and which: has been marked as confidential or proprietary; has been identified orally or in writing as being of a confidential nature; or, which may reasonably be supposed to be confidential in the circumstances.

Deliverables means the deliverables of each stage of a Project, including Documentation specified in the relevant Project Plan and any other deliverables agreed by the parties in writing from time to time.

Documentation means all documentation provided by Kalyx to the Client as may be specified in a Project Plan and all other documentation containing any information relating to the Deliverables or Project intellectual property developed by or on behalf of Kalyx, including drawings, specifications, designs, research and development results, test results and other technical information relating to the Deliverables or necessary for the use, approval, operation or manufacture of the Deliverables, whether in hard copy or electronic form or in any material form in which the above information are contained or embodied or from which they can be reproduced.

Email includes such similar agreed methods of communication such as online messenger services.

Fees refers to Kalyx Service fees and charges.

Force Majeure means any act, event or cause which is beyond the reasonable control of a party or could not have reasonably been foreseen by the party concerned (excluding any shortfall in third party funding), including war, insurrection, riot, civil commotion, strikes, lock-outs, labour or industrial disputes, acts of God, acts of governments, a delay by an Authority granting legislative

requirements, flood, storm, drought, fire. Adverse botanical or zoological conditions, factors or events which occur on or after the commencement date for the provision of the services.

GLP is an acronym for good laboratory practice (unless otherwise apparent from the context).

GST refers to the value added tax referred to in Australia and New Zealand as GST and a Tax Invoice is a tax which complies with the requirements of the relevant GST Law.

HSE means Health, Safety and Environment and may include quality and/or security.

Illegal or Corrupt Practice means: making or causing to be made, any offer, promise, gift, payment, consideration or benefit to any party; or, receiving or seeking to receive, any offer, promise, gift, payment, consideration or benefit from any party, as an inducement or reward in relation to the Project which would or could be construed as an illegal or corrupt practice.

Insolvency Event means circumstances in which a party is unable to pay its debts as they fall due or otherwise takes any corporate action or any steps are taken or legal proceedings are started for: (a) its winding-up, dissolution, liquidation, or re-organisation, other than to reconstruct or amalgamate while solvent on terms approved by the other party; (b) the appointment of a controller, receiver, voluntary administrator, official or statutory manager, trustee or similar officer of it or of any of its revenues and assets; or (c) seeks protection or is granted protection from its creditors, under any applicable legislation and **Insolvent** and **Insolvency** have corresponding meanings.

Jurisdiction means the jurisdiction specified in the quotation and if no jurisdiction is specified then at Kalyx' election the Jurisdiction shall be the place where the Services are performed.

Kalyx means Kalyx Australia Pty Ltd or Kalyx New Zealand Limited.

Modern Slavery includes any conduct which constitutes modern slavery under any applicable law such as the *Modern Slavery Act 2018* (Cth).

Project means a programme of research and development described in the relevant Project Plan to be carried out by Kalyx in accordance with the quotation and contractual agreement and Project Plan refers to the plan to be carried out and may be varied or amended from time to time.

Regulator refers to a relevant Authority and their requirements, orders, notices and directions. Such Regulators may include: the Australian Pesticides and Veterinary Medicines Authority (APVMA); the Agricultural Compounds and Veterinary Medicines (ACVM); the National Association of Testing Authorities (NATA); the Office of the Gene Technology Regulator (OGTR); International Accreditation New Zealand (IANZ), Environmental Protection Authority (EPA) or the equivalents in the location where the research is undertaken or the Jurisdiction.

Services refers to the services agreed to be performed in accordance with the quotation.