

RESEARCH SUPPORT PROGRAM AGREEMENT

BETWEEN

1. **TRAJAN SCIENTIFIC AMERICAS INC** a Texas Corporation having an office at 1421 W Wells Branch Pkwy # 108, Pflugerville, Texas 78660, in the United States of America (**Trajan**)

AND

2. The entity/person described as Organisation in the Details below (**Organisation**)

PURPOSE OF THE AGREEMENT

- A. Trajan is conducting a program under which it provides in-kind support for research projects which meet Trajan's criteria (the **Research Support Program**).
- B. Organisation has successfully applied to Trajan for inclusion in the Research Support Program for its Project.
- C. Trajan agrees to provide, and Organisation agrees to accept, the In-Kind Support for the Project on the terms and conditions set out in this Agreement.

DETAILS

Organisation	[insert legal entity name] of [insert registered address]
Commencement Date	The date the last of the Parties signs this Agreement [or specify date]
End Date	[insert date]
Project Title	[insert]
Notice Details	<ol style="list-style-type: none">1. Trajan Name: Robert Lyon Position: Head of Corporate Development and General Counsel Address: 7 Argent Place, Ringwood, Vic 3134 Australia Email: rlyon@trajanscimed.com2. Organisation: Name: [insert] Position: [insert] Address: [insert] Email: [insert]
Governing law and jurisdiction	[insert]

OPERATIVE TERMS

1 Definitions and interpretation

1.1 Definitions

In this Agreement:

Agreement means this Agreement and includes all schedules and annexures.

Applicable Laws means all laws, statutes, regulations, decisions, rulings, sanctions, governmental and regulatory policies and/or mandatory codes of practice which may from time to time are in force anywhere in the world and which apply to a Party, including Applicable Privacy Laws.

Applicable Privacy Laws means all laws and regulations relating to the handling of personal information which apply to a Party in connection with this Agreement.

Associated Entity means a corporation(s) or other entity which directly or indirectly controls or is controlled by or is under common control with, a Party to this Agreement.

Business Day means a day on which banks are open for general banking business, excluding Saturdays and Sundays.

Commencement Date means the date set out in the Details.

Confidential Information means any information (in any form), which is either marked or stated to be proprietary and/or confidential or is by its nature or method of disclosure intended to be confidential to a Party, including the terms of this Agreement, information relating to the Project, technical, market, business or financial information, know-how, methodologies, techniques, data, databases, principles or processes of manufacture, product information, product development plans, designs or inventions but excludes information that:

- (a) the receiving Party acquires from others who, to the knowledge and reasonable belief of the receiving Party, did not receive the Confidential Information directly or indirectly from the disclosing Party under an obligation of confidentiality;
- (b) is established by means of written records or otherwise as having already been known to the receiving Party prior to the date of disclosure;
- (c) is independently owned or developed by the receiving Party without reference to information of the disclosing Party provided under this Agreement; or
- (d) is required to be disclosed by law.

Deliverables means the deliverables described in Schedule 1.

Deliverables Due Dates means the due dates for the Deliverables as set out in Schedule 1.

Details means the details set out on page 1 of this Agreement.

End Date means the date set out in the Details.

Images has the meaning given to that term in clause 7(g).

In-Kind Support means the in-kind support provided by Trajan for the Project as specified in Schedule 1.

Intellectual Property means all industrial and intellectual property rights anywhere in the world, whether registered or unregistered, including

- (a) patent rights, trade mark rights, copyright, plant breeders' rights, rights in relation to inventions, trade names, business names, company names, indications of origin, designs, plant varieties, semiconductors, circuit layouts, and related confidential information and knowhow;
- (b) any right of registration of, provisional applications for, claim of priority from, continuation of or division of such rights; and
- (c) all other intellectual property as defined in article 2 of the *Convention Establishing the World Intellectual Property Organisation 1967*.

Project means the project described in Schedule 1.

Publicity Materials has the meaning given to that term in clause 7(c).

Term means the term of this Agreement as specified in clause 9.1.

Trajan Product means any product supplied by Trajan as part of the In-Kind Support.

Trajan Terms and Conditions means Trajan's standard terms and conditions which apply to the supply of a Trajan Product as published at www.trajanscimed.com/pages/terms-and-conditions.

User Feedback has the meaning given to that term in clause 7(f).

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
- (d) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and
- (e) headings are for ease of reference only and do not affect interpretation.

2 In-Kind Support

2.1 Provision of In-Kind Support

- (a) Trajan agrees to provide the In-Kind Support to Organisation for the purposes of the Project.
- (b) Organisation must only use the In-Kind Support to assist it to carry out the Project.
- (c) Organisation must conduct the Project and use the In-Kind Support in accordance with all Applicable Laws.
- (d) Organisation acknowledges and agrees that the Trajan Terms and Conditions apply to the supply of Trajan Products included in the In-Kind Support. In the event of any conflict between the terms of this Agreement and the Trajan Terms and Conditions, the terms of this Agreement will prevail to the extent of the conflict.
- (e) Organisation must immediately notify Trajan in writing if the Project is terminated or suspended or Organisation forms the view that the Project is unlikely to be able to be completed or the Deliverables are unlikely to be able to be supplied for any reason.

2.2 Acknowledgement

Trajan acknowledges and agrees that the nature of research is uncertain and the Organisation does not make any representations or give any warranties regarding any particular findings or results from the Project.

3 Deliverables

Organisation must use reasonable endeavours to provide the Deliverables to Trajan by the relevant Deliverables Due Dates.

4 Intellectual Property

4.1 Licence

- (a) Trajan and/or its Associated Entities (as relevant) retains all Intellectual Property in the Trajan Products included in the In-Kind support. Any improvements to Trajan Products or Intellectual Property of Trajan or its Associated Entities made in the course of the Project will vest on creation in Trajan and/or its Associated Entities (as relevant) and must be promptly disclosed to Trajan.
- (b) Organisation hereby grants to Trajan a non-exclusive, non-transferable, perpetual, royalty free, worldwide licence (including the right to sub-licence) to use the Deliverables for any purpose in the usual course of Trajan's business.
- (c) Trajan acknowledges that Organisation may commercialise any Intellectual Property arising from the Project in its discretion, excluding any improvements to Trajan Products or Intellectual Property.

5 Confidentiality

5.1 Obligation of confidence

Each Party receiving Confidential Information (**Receiving Party**) must:

- (a) keep the Confidential Information of the other Party (the **Disclosing Party**) confidential;

- (b) not use or copy the Confidential Information of the Disclosing Party for any purpose other to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement; and
- (c) only allow access to the Confidential Information of the Disclosing Party to the officers, employees and agents of the Receiving Party or its Associated Entities who have a need to know the Confidential Information and who are bound by obligations of confidence to the Receiving Party which are at least as restrictive as those set out in this clause 5.

5.2 Exceptions for disclosures required by law

The obligations of confidence contemplated by clause 5.1 do not apply to the extent that Confidential Information is required to be disclosed under applicable law, but only if the Receiving Party has given the Disclosing Party reasonable notice to enable the Disclosing Party to attempt to remove that requirement and the Disclosing Party must only disclose the minimum information required by law.

5.3 Injunctive relief

The Receiving Party acknowledges that damages alone may not be an adequate remedy for breach of its obligations under this Agreement and that the appropriate remedies for any such breach or threatened breach may include, at the Disclosing Party's discretion, order for specific performance and/or injunctive relief, in addition to any other remedies available at law or in equity.

6 Privacy

To the extent that either Party collects, holds, uses or discloses any personal information in connection with the Project or this Agreement, the Party must comply with the Applicable Privacy Laws.

7 Publication and Publicity

- (a) Trajan acknowledges that Organisation may publish and otherwise disclose the results of the Project in its discretion. Organisation agrees that Trajan may freely use, copy and disseminate any manuscript (or part thereof) following its publication in a journal without further obligation to Organisation.
- (b) Organisation must acknowledge the support and contributions of Trajan in any publication regarding the Project, including publication of the results of the Project, in a form to be approved by Trajan (such approval not to be unreasonably withheld or delayed).
- (c) A Party may disclose the existence of the Project and Trajan's support of the Project publicly or to any third party in any form including in public statements, media releases, interviews, website or social media posts and other marketing materials (**Publicity Materials**). The Parties acknowledge and agree that they intend to jointly prepare and issue Publicity Materials together with Organisation's collaborators or other stakeholders in the Project where appropriate. Where Publicity Materials are not jointly prepared, a Party must provide the other Party with at least five (5) days' prior written notice of the release of any Publicity Materials.
- (d) Trajan will obtain Organisation's prior written consent to the publication of any Publicity Materials which include the results of the Project.
- (e) A Party must not use any trade mark or logo of the other Party without the other Party's prior written consent to the specific use.
- (f) Organisation will use reasonable endeavours to obtain feedback from the Project participants and other users or personnel involved in the Project regarding their experiences in using the Trajan Products, including by facilitating or conducting interviews or surveys as reasonably requested by Trajan (**User Feedback**).
- (g) Organisation will use reasonable endeavours to collect video footage or photographs capturing the use of Trajan Products in the Project (**Images**) where it is able to do so and subject to compliance with Applicable Privacy Laws.

8 Liability

8.1 Indemnity

- (a) Subject to 8.1(b) and (c) below, each Party (the **Indemnifying Party**) agrees to indemnify the other Party (the **Indemnified Party**) against any claim, loss, liability or damage arising out of the Indemnifying Party's negligence, unlawful acts or omissions, wilful misconduct or breach of this Agreement. The Indemnifying Party's liability will be reduced proportionately to the extent that the Indemnified Party contributed to the claim, loss, liability or damage.

- (b) Trajan's liability to the Organisation in connection with this Agreement for any claim, loss, liability or damage however caused is limited to the value of the In-Kind Support.
- (c) Neither Party is liable to the other Party in connection with this Agreement for any consequential, indirect or special loss or damage, loss of profits, loss of revenue, loss of reputation, loss of bargain or loss of opportunity.

8.2 Exclusions

- (a) Subject to clause 8.2(b), each Party excludes all implied terms, representations and warranties, whether statutory or otherwise relating to the Project or the In-Kind Support or the subject matter of this Agreement other than as expressly set out in this Agreement.
- (b) If any Applicable Law prohibits the exclusion of liability by a Party in the manner contemplated by this clause with respect to any particular claim, loss, liability or damage, then the relevant exclusion does not apply to that claim, loss, liability or damage, and that Party's liability is only limited or excluded in the manner permitted under the Applicable Law (if any).

8.3 Insurance

Each Party must maintain such insurances as are reasonably necessary to provide indemnity to it in relation to any liability which it may incur in conducting the Project or performing its obligations under this Agreement.

9 Term and Termination

9.1 Term

This Agreement commences on the Commencement Date and continues until the End Date, unless terminated earlier in accordance with this clause 9.

9.2 Termination by mutual agreement

The Parties may terminate this Agreement by mutual agreement in writing.

9.3 Termination for breach

Either Party may terminate this Agreement immediately by notice to the other Party if the other Party:

- (a) commits a material breach of this Agreement and that breach is incapable of remedy; or
- (b) commits a material breach of this Agreement and fails to remedy that breach within 30 days of receipt of written notice requiring the other Party to remedy that breach.

9.4 Termination by Trajan

Trajan may terminate this Agreement immediately by written notice to Organisation if:

- (a) Trajan receives written notification from the Organisation under clause 2.1(e) or otherwise becomes aware that the Project is terminated or suspended;
- (b) Trajan is notified by the Organisation under clause 2.1(e) or otherwise forms the view that the Project is unlikely to be completed as intended or Deliverables are unlikely to be supplied in accordance with this Agreement for any reason and within 14 days of receipt of written notification from Trajan, Organisation has not remedied the issue(s) or otherwise shown cause as to why the Agreement should not be terminated on grounds reasonably acceptable to Trajan (in its sole discretion); or
- (c) Trajan reasonably forms the view that its continued support of the Project may adversely affect Trajan's reputation or commercial interests.

9.5 Termination for insolvency

Either Party may terminate this Agreement immediately by notice to the other Party if the other Party:

- (a) commits an act of insolvency;
- (b) has a controller, receiver, receiver and manager or administrator appointed;
- (c) goes into liquidation (other than for the purpose of reconstruction); or
- (d) is unable to pay its debts when due.

9.6 Post-termination or expiration

Following termination or expiration of this Agreement, the Parties agree that:

- (a) each Receiving Party must return or destroy (at the Disclosing Party's option) the Confidential Information of the Disclosing Party in its possession or control, other than one copy which Receiving Party may retain for legal and record keeping purposes;
- (b) Organisation will return to Trajan any unused Trajan Products included in the In-Kind Support, unless otherwise agreed in writing between the Parties;
- (c) accrued rights and remedies of a Party are not affected; and
- (d) clauses 1, 4, 5, 6, 7, 8, 9.6, and any other provisions intended by the Parties to survive termination or expiration, will survive termination or expiration of this Agreement and will not be affected by such termination or expiration.

10 General

- (a) Any notice contemplated by this Agreement must be given in writing using the notice details of the Parties set out in the Details. A notice given by a Party is treated as having been given and received:
 - (i) If hand delivered to a recipient's address, on the date of delivery;
 - (ii) If sent by pre-paid mail, on the third day after posting;
 - (iii) If send by email, at the time and date that the sender's computer system states that the notice was sent unless the sender receives a notification that the email has not been successfully delivered or the recipient informs the sender that it has not received the notice,

provided however that if the delivery, receipt or transmission is not on a Business Day at the location of the recipient, then delivery, receipt or transmission is taken to have occurred on the next Business Day at the location of the recipient.

- (b) This Agreement may be varied only in writing signed by the duly authorised representative of each Party.
- (c) A right under this Agreement may only be waived in writing signed by the Party granting the waiver, and is effective only to the extent specifically set out in the waiver.
- (d) This Agreement does not create a relationship of employment, trust, agency or partnership between the Parties.
- (e) This Agreement contains the entire agreement of the Parties and supersedes all prior representations, conduct and agreements, with respect to its subject matter.
- (f) Each Party is responsible for its own costs of entering into and performing this Agreement.
- (g) The governing law and jurisdiction for this Agreement are set out in the Details, and each Party irrevocably submits to the non-exclusive jurisdiction of the courts of that jurisdiction and courts competent to hear appeals from those courts.
- (h) To the extent that any portion of this Agreement is void or otherwise unenforceable then that portion will be severed and this Agreement will be construed as if the severable portion had never existed.
- (i) This Agreement may be executed in any number of counterparts. All such counterparts taken together will constitute one agreement. Electronic signatures shall be taken to have the same force and effect as original signatures.

SCHEDULE 1

1. PROJECT DESCRIPTION

[Insert a description of the Project, including a summary of its aims and objectives]

2. IN-KIND SUPPORT

(a) Supply of Trajan Products:

Quantity	Part Number	Description of Trajan Products	List Price per unit	Total
			USD	USD
			USD	USD
			USD	USD
			USD	USD
Total value of Trajan Products				USD

(b) Other:

[Insert]

3. DELIVERABLES AND DELIVERABLES DUE DATES

Deliverables	Due Date