

## **CUSTOM WORK AGREEMENT**

Fax to GeneDetect.com Limited  
64-9-353-1320

This agreement sets out the terms of Custom Work to be performed by GeneDetect.com Ltd.

1. The Parties to this Agreement are defined hereinafter as follows:

GeneDetect.com Ltd:

Customer (Name & Address of Customer):

GeneDetect.com Ltd  
4/209 Taylor Street  
Blockhouse Bay  
Auckland 1007  
New Zealand

2. This Agreement covers the preparation of custom-made GeneDetect rAVE™ rAAV products consisting of GeneDetect.com Ltd's proprietary recombinant Adeno-Associated Virus (rAAV) backbone cassette vector into which the cDNA of the Customer's requested Gene (the Material) is inserted (identified as AAV-SAR-CAG-XXX-WPRE-BGH, where XXX is the Customer's requested Gene to be inserted). The Customer's requested Gene insert is either provided to GeneDetect.com Ltd by the Customer as cDNA, or cloned by GeneDetect.com Ltd personnel from its in-house cDNA libraries by request of the Customer. The exact specifications of the Custom Work to be performed are described in Order # \_\_\_\_\_, dated \_\_\_\_\_.

3. Material Transfer Agreement. In order to prepare the custom-made GeneDetect rAVE™ rAAV products with the specific Gene insert requested by the Customer, the Customer will provide either (a) Material (cDNA) to GeneDetect.com Ltd, or (b) the name, GenBank accession number, and species of the Gene requested to be cloned by GeneDetect.com Ltd from its in-house cDNA libraries. The following applies to the Material, whether provided by the Customer or cloned by GeneDetect.com Ltd:

- (1) Legal title to the Material will remain with the Customer. GeneDetect.com Ltd does not claim any proprietary nor intellectual property rights to the Material provided by the Customer or the Material cloned on request of the customer.
- (2) GeneDetect.com Ltd & its personnel will maintain the confidentiality of proprietary information relating to the Material & the contracted Custom Work.
- (3) GeneDetect.com Ltd will not release the Material to any person other than personnel necessary to perform the contracted Custom Work.
- (4) The Customer grants GeneDetect.com Ltd nonexclusive license to use the Material solely to perform the contracted Custom Work.
- (5) The custom-made GeneDetect rAVE™ rAAV product containing the requested Gene insert that is prepared containing the Material supplied to GeneDetect.com Ltd by the Customer or containing the cloned gene is supplied without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied, as relates to the supplied Material. In the event that the Material supplied to GeneDetect.com Ltd is defective in any way, GeneDetect.com Ltd is not liable for the fitness for purpose of the final Product which contains this supplied Material in insert.

