

PROJECT AGREEMENT

This Project Agreement (“Project Agreement”) is entered into as of the later of the dates in the signature block below (the “Effective Date”), by and between the Client and the Expert set forth in Exhibit A attached hereto (each a “Party” and together the “Parties”). This Project Agreement includes and incorporates the Project Details set forth on Exhibit A attached hereto.

In consideration of the mutual promises, covenants and agreements contained herein, the Parties agree as follows with respect to the project described in the Project Details (the “Project”):

1. Background. Client and Expert are users of the Expert Marketplace operated by Catalant Technologies, Inc. (“Catalant”). Client wishes to engage Expert, and Expert wishes to accept such engagement, for the Project set forth in the Project Details. Client’s relationship with Catalant is governed by the existing agreement between Client and Catalant regarding Client’s use of the Catalant Expert Marketplace (“Client Agreement”). Expert’s relationship with Catalant is governed by the online terms of use located at <https://gocatalant.com/legal/expert-terms-of-use/> (“Expert TOU”). Capitalized terms used in this Project Agreement that are not otherwise defined will have the meanings ascribed to them in the Client Agreement or Expert TOU, as applicable.

2. Project Description. Expert will provide the services and deliverables to Client in connection with the Project as set forth in the Project Details. Expert represents and warrants that it will perform the services in a professional and workmanlike manner consistent with applicable industry standards and in accordance with this Project Agreement.

3. Fees & Expenses; Payments.

a. Fees & Expenses. The amounts due to Expert include the Total Project Fees and Project Expenses set forth in the Project Details. Any amounts in excess of the Total Project Fees must be mutually agreed upon by Client and Expert in an amendment to this Project Agreement (a copy of which must be provided to Catalant) prior to the payment of such excess fees. Project Expenses incurred by Expert are subject to any expense policy Client has in place, which may include additional approvals, and in no event shall Expert exceed the amount set forth above without Client’s prior written consent. Unless otherwise agreed in writing, Project Expenses shall not include costs incurred by Expert to subcontract any of its obligations under this Project Agreement.

b. Payment Approvals. To receive payment for the fees and expenses under this Project Agreement, Expert must first submit a payment request for the fees and expenses due via the Catalant Platform. Client will then be prompted to approve such payment request via the Catalant Platform. The dates in the Expert Payment Submission Schedule (if any) above are estimates.

c. Use of Catalant Platform. EXPERT’S PAYMENT REQUESTS AND CLIENT’S APPROVALS SHALL ONLY BE PROVIDED VIA THE CATALANT PLATFORM. Expert acknowledges and agrees that the Total Project Fees and Project Expenses due to Expert under this Project Agreement will be paid to Expert by Catalant, and not Client, following Client’s approval of the applicable payment request in accordance with Section 3.a. above. Client acknowledges and agrees that all fees and expenses Client owes (i) Expert, pursuant to this Project Agreement, and (ii) Catalant, pursuant to the Client Agreement, will both be paid to Catalant in accordance with the Client Agreement. If Client requires that an invoice be submitted against a purchase order, the Parties agree that unless and until Client issues a valid purchase order to Catalant, the Parties shall not start performance of the Project. Client and Expert understand and agree that Catalant is an intended third party beneficiary of this Project Agreement and that Catalant has the right to enforce all payment rights and obligations under this Project Agreement on its own behalf.

4. Records. Client and Expert each will: (a) create and maintain records to document satisfaction of their obligations under this Project Agreement, including without limitation payment obligations and compliance with tax laws; and (b) provide copies of such records to Catalant upon Catalant's request. Catalant (including Catalant's advisors or agents) will have the right, but not the obligation, to audit Expert's operations and records to confirm compliance with this Section 4 no more than once per calendar year and upon reasonable prior notice.

5. Intellectual Property.

a. Work Product. Expert will make prompt disclosure to Client of any and all reports, work papers, presentations or any other information and/or material or related documents or work product developed or created by Expert for Client in the course of performance of work or services for Client ("Work Product"). Notwithstanding the foregoing, Work Product does not include items developed or otherwise obtained by Expert prior to the Effective Date of this Project Agreement ("Expert IP"). To the extent permissible under applicable law, Work Product will be considered "work made for hire" pursuant to the U.S. Copyright Act, 17 U.S.C. § 101 et seq., and any foreign equivalent thereof, and Client is the sole and exclusive owner of all Work Product and exclusively owns all related intellectual property rights thereto. To the extent any Work Product may not be considered a work made for hire, Expert hereby assigns to Client all right, title and interest in and to all Work Product (including all related all patents and inventions (whether or not patentable), copyrights, moral rights trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing) without any additional compensation. If the Work Product includes Expert IP, or if Expert IP is necessary in order for Client to fully exploit its rights in the Work Product, Expert grants Client and its affiliates, for no further consideration, an unrestricted, royalty-free, perpetual, irrevocable license to make, have made, use, market, import, distribute, copy, modify, prepare derivative works, perform, display, disclose, sublicense and otherwise exploit such Expert IP.

b. Representations and Warranties; Restrictions. Expert represents and warrants that all Work Product (i) is free and clear of any encumbrances, (ii) does not contain any virus or other application that may erase, disable or otherwise harm the Work Product or any equipment, data or application of Client or give Expert or any third-party unauthorized access to the Work Product or to Client's systems, and (iii) will not infringe the intellectual property rights of any third party. Expert shall not disclose, sell, or re-purpose the Work Product for any other client or third party. Expert understands and agrees that (A) Expert has no ownership or use rights to any and all Work Product and (B) Expert will not challenge the validity of Client's exclusive rights in and ownership of all Work Product, including all intellectual property rights in such Work Product.

c. Third Party Content. If the Project requires Expert to use any third party content or materials in connection with the Work Product ("Third Party Content"), Expert will first obtain Client's approval to do so. Expert will provide Client an estimate of any costs associated with obtaining such Third Party Content, and upon such Client approval, Expert will be responsible for procuring the rights for such Third Party Content.

d. Further Assurances. At no additional charge, Expert will execute all papers (including assignments) and do all things required in order to perfect and enforce the rights of Client in the Work Product. Expert designates and appoints Client as Expert's attorney-in-fact, to execute documents or take any lawfully permitted action to perfect and enforce the rights of Client in the Work Product that Expert is unable or unwilling to perform.

6. Confidentiality.

a. Confidential Information. As used herein, “Confidential Information” means all confidential and proprietary information of a Party (“Disclosing Party”) disclosed to the other Party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that a reasonable person would deem confidential given the nature and the circumstances of the disclosure. Confidential Information shall include, but not be limited to: (i) the identity of Client; (ii) information about the Project; (iii) information about any actual or potential business, investment or trading decisions, or transactions of Client; (iv) the terms and conditions of this Project Agreement; and (v) any other nonpublic or proprietary information of Client. Confidential Information shall not include any information that a Receiving Party can show: (A) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (B) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (C) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (D) is received from a third party without breach of any obligation owed to the Disclosing Party.

b. Non-Use and Non-Disclosure. During the term of this Project Agreement and for a period of three (3) years thereafter, each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects its own confidential information, but in no event less than reasonable care. Neither Party will (i) disclose the Confidential Information of the Disclosing Party to any third party, except that a Receiving Party may disclose Confidential Information of the Disclosing Party to its employees, agents and/or representatives who have a need to know such Confidential Information for purposes of this Project Agreement and who are bound by obligations (written, legal, ethical or otherwise) at least as protective as this Section 6, or (ii) use any Confidential Information of the Disclosing Party other than in connection with fulfilling the obligations or exercising the rights of the Receiving Party under this Project Agreement (including, without limitation, as may be necessary to support or defend a claim arising under this Project Agreement). Neither Party may engage in any purchasing or selling of securities based on any Confidential Information or any material, non-public information and may not communicate any such information to any person or entity when it is reasonably foreseeable that such person is likely to purchase or sell securities based on such information.

c. Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and any reasonable assistance, at Disclosing Party's expense, if the Disclosing Party wishes to contest the disclosure. If disclosure is required, the Receiving Party will furnish only such Confidential Information as is legally required to be disclosed. Upon request by the Disclosing Party, the Receiving Party agrees to return or destroy all Confidential Information in its possession.

7. Term; Termination. This Project Agreement commences on the Effective Date and continues until the completion of the Project, unless earlier terminated by either Party in accordance with this Section 7. This Project Agreement may be terminated by either Party with or without cause upon not less than seven (7) days written notice, with a copy of such notice provided to Catalant. In the event of termination, Expert shall be compensated for, and Client shall owe payment for, services performed and expenses incurred prior to the effective date of termination.

8. General.

a. Assignment. Expert may not assign or subcontract performance of all or any part of this Project Agreement or any of its respective rights or obligations hereunder or subcontract, without the prior written consent of Client. Assumption of this Project Agreement by any successor to Expert (including, but not limited to, by way of merger, consolidation or sale of all or substantially all of Expert's stock or assets) shall be subject to Client's prior written consent. Subject to the foregoing, this Project Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns. Any assignment or assumption without Client's prior written consent shall be null and void. If

Client consents to any assignment, Expert shall remain liable for the action of any party to whom Expert assigns this Project Agreement, or its rights or obligations, which includes but is not limited to subcontractors.

b. Governing Law. This Project Agreement will be governed by the laws of the state set forth in Client Billing Address of the Project Details, without regard to its conflict of law principles.

c. Relationship of the Parties. The Parties are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Expert will at all times act in a manner consistent with its status as independent contractor. As between the Parties, Expert has exclusive control and direction over the services provided to Client under this Agreement.

d. Waiver; Entire Agreement. This Project Agreement may be amended only by mutual written consent, and a copy of all amendments will be provided to Catalant promptly following their execution. If any part of this Project Agreement is unenforceable, the rest will remain in effect. A Party’s waiver of any breach of the other party will not constitute a waiver of any subsequent breach. This Project Agreement is the entire understanding between the Parties regarding the subject matter of this Project Agreement and supersedes all prior agreements related hereto.

e. Execution. This Project Agreement may be executed by email exchange in .PDF format or other electronic transmission (e.g. Adobe Sign) with the same force and effect as an original signature in counterparts, which taken together shall form one legal instrument. Each Party represents and warrants that its signatory whose signature appears below is on the Effective Date of this Project Agreement duly authorized by all necessary corporate or other appropriate action to execute this Project Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Project Agreement to be executed on its behalf on the Effective Date as set forth above.

CLIENT

EXPERT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A to the Project Agreement
Project Details

CLIENT INFORMATION		EXPERT INFORMATION	
Client Organization ("Client")		Expert or Firm Name ("Expert")	
Client Contact for Project		Expert Notice Address (Street, City, State/Province/Region, Country, Zip)	
CLIENT BILLING INFORMATION			
How should invoices for this Project be sent? <i>(Check all that apply)</i>	<input type="checkbox"/> Mail to:		
	<input type="checkbox"/> Email to:		
	<input type="checkbox"/> Via Vendor Management System (VMS), spend management system, or other similar system (e.g., Coupa, Ariba or Tungsten)		
	<input type="checkbox"/> Other:		
Is a Purchase Order (PO) required? <input type="checkbox"/> Yes <input type="checkbox"/> No			
PROJECT INFORMATION & FEES			
Project Title			
Start Date (Estimated)		Completion Date (Estimated)	
Fee Structure			
Total Project Fees		Project Expenses	
Client Total			
Expert Payment Submission Schedule (if applicable)			

Project Description:

Approach and Deliverables: