



Proposal for

Patheon API Manufacturing, Inc.

CSV for LIMS implementation

Proposal 1126, Revision 1



Sequence, Inc.
2500 Gateway Centre Boulevard
Suite 850
Morrisville NC 27560
United States

Dear Valued Customer,

I would like to personally thank you for the invitation to submit this proposal. Our mission is to deliver a higher standard of success through professional consulting services and innovative technologies. I am confident our team will exceed your expectations.

We consider it an opportunity to partner with you to achieve a common goal of operational excellence and sound regulatory compliance. Sequence provides services and solutions to achieve those objectives ranging from facility start-up and validation to implementation of cutting-edge process monitoring platforms. Our extensive industry experience and commitment to your success make Sequence a resource you can always count on.

Again, thank you for considering Sequence as your service provider and partner. We look forward to serving you on this effort and establishing a successful working relationship. If at any time I or my team can assist you further please contact us.

Sincerely,

A handwritten signature in blue ink that reads 'Mike Putnam'.

Mike Putnam
President

Sequence Inc. (855)-844-7171

Key Contacts

Client Services/Business Development | Daniel Santarsiero

Accounts Receivable | Caroline Monson

Business Operations | Jeff Price

TERMS AND CONDITIONS

This proposal is made effective as of 17-Nov-2016, by and between Patheon API Manufacturing, Inc. of 101 Technology Place, Florence, SC, 29501, United States and Sequence, Inc. of 2500 Gateway Centre Blvd Suite 850, Morrisville, North Carolina 27560. In this proposal, the party who is contracting to receive services will be referred to as "Client" and the party who will be providing the services will be referred to as "Sequence".

1. SERVICE PROVIDER INTRODUCTION

Sequence Inc. specializes in providing consulting services to clients in regulated industries by providing a partnership like approach that is focused on meeting client business and regulatory needs while providing effective and cost-efficient solutions. Our company offers a comprehensive list of services, including the following:

- Engineering & Technical Services
- Software Management
- IT Systems Compliance
- Laboratory Compliance
- Remote Monitoring
- Quality & Regulatory Compliance
- Integration, Automation & Controls

Sequence values our partner-like relationship with clients by striving to provide effective and cost-efficient solutions to compliance. We have successfully performed services for many of the leading regulated manufacturers in the United States and thus have an experienced staff of professionals available. Sequence is comprised of leading industry professionals that are well versed and experienced in the latest industry trends.

2. PAYMENT FOR SERVICES

Sequence will invoice client for cost of services (detailed on Page 5) and any reimbursable expenses (reimbursable expenses - expenses incurred which are exclusive to producing a consulting deliverable for client on a monthly basis. Invoices shall be paid within 30 days of receipt (by client) or upon terms as specified within a master service agreement.

3. TERM

This proposal is valid until 23-Dec-2016. This Contract will terminate upon completion by Sequence of the Services specified by this Contract.

4. **CONFIDENTIALITY**

Sequence, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Sequence, or divulge, disclose, or communicate in any manner, any information that is proprietary to client. Sequence and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Client shall follow the same confidentiality terms for any proprietary information of Sequence including this proposal. Upon termination of this Contract, Sequence will return to client all records, notes, documentation and other items that were used, created, or controlled by Sequence during the term of this Contract.

5. **NON-SOLICIT**

For the period of the contract plus 3 years after completion/termination of the contract, client will not directly or indirectly solicit, induce, or attempt to induce any employee of Sequence to terminate his or her employment with the company without the written consent of an authorized agent of Sequence.

6. **APPROVAL**

Client Purchase Order issuance indicates agreement to the terms specified in this proposal.



Estimate
#1126, Rev 1
Date : 17-Nov-2016
Expires : 23-Dec-2016

Sequence, Inc.
2500 Gateway Centre Boulevard
Suite 850
Morrisville NC 27560
United States
919-844-7171

Sales Rep

Lin, James
jlin@sequenceqcs.com |

Description of Services

LIMS implementation and validation, evaluation of procedures and validated systems.

Item	Quantity	Rate	Amount
IS Validation Consulting	176	\$105.00	\$18,480.00
LIMS implementation and Computer System Validation			
Mileage (180 miles per day for 22 days)	3960	\$.545	\$2160.00
Total			\$20,640.00

All required engineering performed by associated entity, Sequence Engineering, PLLC (P-1394).