

Scope of Work

for

innovate 

SOW MADE BY "JAMES WEST" – MANAGING DIRECTOR

Unimrkt
RESEARCH

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NOVEMBER 25TH, 2024

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CELL CULTURE MEDIA SURVEY

Objective:

Innovate MR has approached Unimrkt to conduct primary research on Cell Culture Media Survey.

Target Respondents:

Unimrkt will target scientists working at drug developers in cell therapy space with influence over decision as to which cell culture media to use as part of workflow.

Note: Unimrkt will fairly represent mix of cell therapy market and not too skewed to one demographic or another (e.g. mix of those specialising in allo vs. auto CT, using T cells vs. NK cells etc.)

Geographic Scope:

Countries/Region	Languages	Sample
United States	English and Local Languages	TBD
Canada		
EMEA		
Total Sample (n=)		TBD

Questionnaire:

Innovate MR will provide final questionnaire in English and local languages in Word format along with programmed links. We assume that length of each interview will be approximately 30-35 minutes.

Methodology:

Unimrkt will use Computer Aided Telephonic Interviews (CATI) methodology for this study.

Investment:

Cost Elements	Pricing
Sample	TBD
CPI (USD)	\$78
Set-up Cost (USD)	\$200

- Unimrkt will charge a Project Minimum Fee of \$2,000 if the Total Project Cost turns out to be less than \$2,000
- Total Project Cost will depend on the final sample achieved after the completion of the fieldwork

Timelines:

TBD

Unimrkt's Responsibilities:

- Project Set-Up
- Sample Procurement
- Mutually agreed communication schedule for the start of the project and prepare Project Management plan prior to the launch of the study
- Quality Control and Monitoring
- Unimrkt agrees and confirms that we are fully capable and competent to achieve all the Completes as per the quota and other specified requirements, well within the stipulated timeframe.

Innovate MR's Responsibilities:

- Project briefing
- Client will provide the final version of questionnaire in English and local languages in word format.
- Client will provide programmed links.
- A dedicated point of contact for the project from Innovate MR.

Assumptions:

- Unimrkt assumes length of questionnaire will be approximately 30-35 minutes for this survey.
- Unimrkt assumes that there will be no other quota apart from those mentioned in this document.
- Unimrkt will not be responsible for any data deliverable as responses will be captured into client's provided links.

Payment terms:

- Client will pay 100% of the total project cost upon completion of the project in NET30 Days term.
- The proposed costs are based on the scope described in this document and may be subject to change if the scope of work changes during the project.
- Unimrkt reserves the right to charge the client a minimum project fee of \$2,000 or pro- rata cost of the project (whichever is higher) in case of pre-closure of the project or cancellation post approval.
- Terms and conditions attached herewith form an integral part of our proposal and an email confirmation to the project will be considered as client acceptance to these terms and conditions.
- This proposal is valid for a period of 30 days from the date of submission.

For Innovate MR

Authorized Signatory

Name:

Title:

Date:

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Terms and Conditions:

1.1 Terms and Termination

This agreement shall govern and continue to be in effect during the term of each Project Schedule accepted by the Parties and can be extended in writing for a further period mutually agreed upon between the Parties. This agreement can be terminated by either party with three business days written notice delivered to the other party. Following valid termination of this Agreement, Unimrkt Health shall invoice Client on a pro-rated basis the actual number of hours spent on the project or for the services performed hereunder, and for any purchases made by Unimrkt Health, which are approved by Client in writing. In case the notice of termination is short of the notice period, Unimrkt Health will use good faith efforts to conclude project at the earliest (not exceeding the notification period) and will charge Client through the date of termination.

1.2 Timely Performance

Subject to force majeure, Unimrkt Health will use all reasonable efforts to complete the performance of the services herein within the time frame agreed upon. Unimrkt Health will exercise due professional care and competence in the performance of the services. Unimrkt Health shall not be liable for failures or delays in the performance of services that arise from causes beyond its control, including the untimely performance by Client, its representatives, advisors or agents, of its obligations herein.

1.3 Ownership of Intellectual Property

The Parties agree that all the Intellectual Property developed by Unimrkt Health during the course of services provided to the Client, shall be the property of Client in all right, title and interest.

1.4 Limitation of Liability

In no event is either Party liable for any consequential, incidental, indirect, punitive or special damages, however caused and based on any theory of liability arising out of or relating to this Agreement, even if a Party has been advised of the possibility of such damages. The foregoing limitation and exclusion apply to the fullest extent permitted by applicable law. The aggregate liability under or in connection with this Agreement shall be limited to the amount paid for the services rendered herein.

1.5 Force Majeure

Neither Party shall be deemed in default as a result of its delay or failure to perform which arises from force majeure or other causes beyond the control of such Party (which includes, inter alia, acts of God, acts of war, strikes, laws and regulations) as per international standards. If the event of force majeure or other similar cause lasts more than one (1) month, the Party adversely affected by such cause shall have the right to terminate this Agreement, effective upon notice thereof to the other Party.

1.6 Liability

Unimrkt Health expects the client to send the questions, concerns or any queries on any interim or final data delivered to the client within seven days of delivery of such data, unless, the client has expressly mentioned that they need some more time to review the data and in such a case a mutually agreed extended review time frame will be determined. It is expected that if Unimrkt Health does not receive any comments, questions or concerns from the client on the data delivered within seven days or such mutually agreed extended days for data review, as the case may be, it will be construed that data delivery is complete from Unimrkt Health's side and the project value attributable to such data shall become due and payable to Unimrkt Health. Any questions, queries or concerns after this review period of seven days or such extended time as mutually agreed, shall be entertained at the sole discretion of Unimrkt Health only.

1.7 Waiver

The failure of either Party at any time to enforce any provisions of this Agreement or to exercise any right herein provided, shall not be considered a waiver of such right or any other provision or in any way effect the validity of this Agreement.

1.8 Severability

The invalidity of any portion of this Agreement by a court with legal jurisdiction shall not affect the remaining portions of this Agreement or any part thereof, and this Agreement shall be construed, as if the invalid portion or portions had not been inserted therein.

1.9 Modification

This Agreement shall be modified only by an instrument in writing and signed by duly authorized representatives of the Parties. Representatives of the Parties who sign this Agreement and any modification thereto personally warrant and represent that they have been duly authorized to bind such Party with respect to this Agreement and/or modification hereof.

1.10 Assignment

All rights and obligations hereunder are personal to the Parties hereto and will not be assigned at law or inequity without the prior written consent of the other Party. Unimrkt Health may subcontract its obligations to its subsidiaries and affiliates for the performance of this Agreement.

1.11 Governing Law/ Dispute Resolution

1.11.1 Governing Law

The terms and conditions of this Agreement and performance hereunder shall be construed in accordance with US Laws. Unimrkt Health will comply with relevant law, professional and ethical codes.

1.11.2 Escalation

In case of any dispute, controversy or claim arises out of or in connection with this Agreement, for the purposes of resolution of such dispute:

- Either Party in good faith may refer to Engagement Manager(s) of respective Parties.
- Each Party will appoint an Engagement Manager (if not appointed already) for this purpose and will inform the other Party through written correspondence of such appointment. Each Party shall give the other Party written notice if an alternative individual is appointed as its Engagement Manager during the term of this Agreement.
- If the Engagement Managers are unable to resolve the dispute within fourteen (14) days of the dispute being referred to them, the dispute shall be referred to the Chief Operating Officer (or a similar authority). If the dispute is not resolved within thirty (30) days of the dispute being first referred to the Engagement Managers (or any longer period agreed in writing between the Parties), the dispute shall then be referred to Arbitration.

1.11.3 Dispute Resolution / Arbitration

All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by any of the parties and/or compensation/damages payable under the Agreement or of any matter whatsoever arising under the Agreement which have not been settled amicably within 30 days from commencement of such informal negotiation shall be referred to a mutually agreed arbitrator.

1.11.4 Entirety of Agreement

This Agreement represents the entire agreement and understanding of the Parties and all prior or concurrent agreements, whether written or oral, in regard to the subject matter hereof are and have been merged herein and superseded hereby. This Agreement may be executed by the Parties in one or more counterparts, and each of which when so executed shall be an original, but all such counterparts shall constitute one and the same instrument complying with international standards.