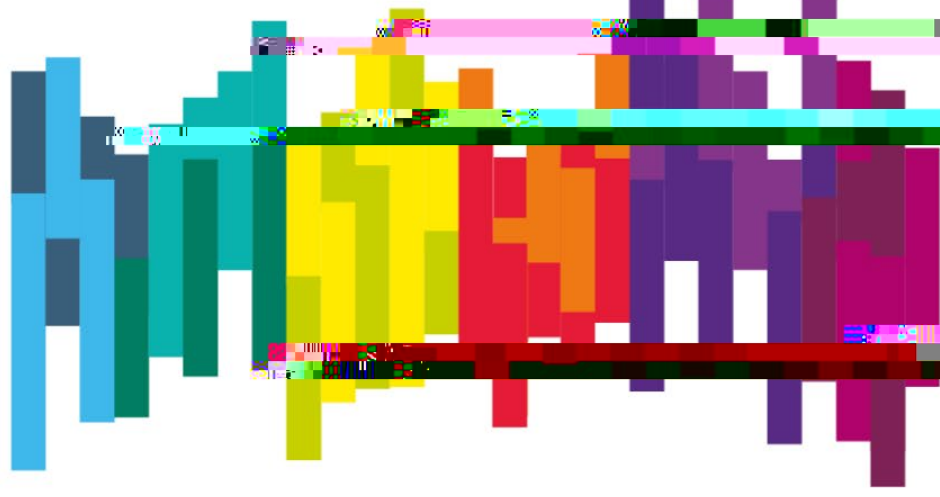


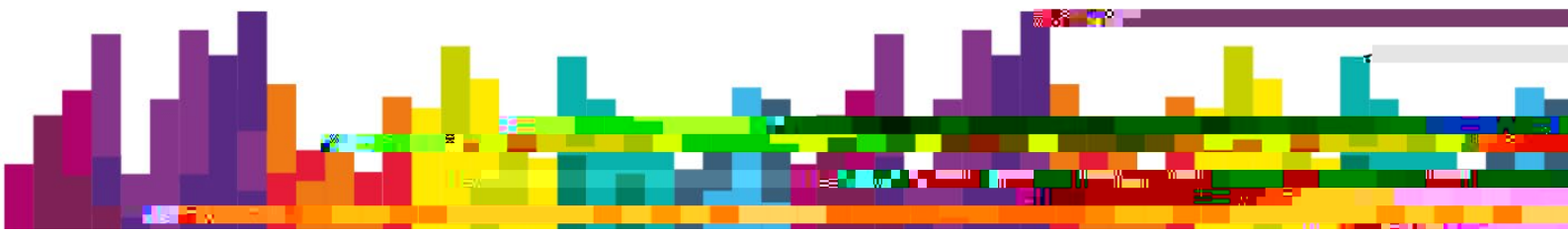


**WELLCOME
GENOME
CAMPUS**



GRL Construction Limited Purchase Order Terms and Conditions

Wellcome Genome Campus
Hinxton, Cambridge CB10 1SA
T +44 (0)1223 834244
F +44 (0)1223 494919



1. DEFINITIONS

1.1. In these Conditions, the following words shall have the following meanings:

"Conditions" means these Purchase Order Terms and Conditions;

"Contract" means the Purchase Order, these Conditions and any other annexes to or special conditions specified in the Purchase Order;

"Contractor" means the person, organisation, firm or company named as the Contractor in the Purchase Order and who is to supply and sell the Services to GRLCL;

"GRLCL" means GRL Construction Limited, a company registered in England under number 09280062, whose registered address is at 215 Euston Road, London NW1 2BE;

"Purchase Order" means the purchase order issued by GRLCL to the Contractor;

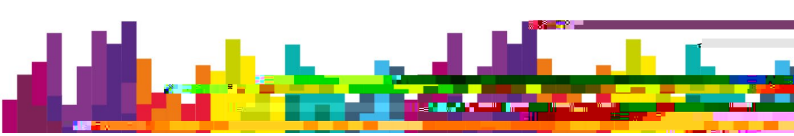
"Services" shall mean the services/ work/

reasonable period provided that GRLCL shall be under no obligation to accept provision before the specified date(s), but reserves the right to do so. The provision of Services/dissemination by the Contractor by the date specified in the Purchase Order is essential to enable the Contractor to require performance of GRLCL's obligations under the Contract. GRLCL shall (without prejudice to any other rights of GRLCL) be entitled to reject the Services and terminate the Contract if any part of the Services ordered is not provided or the results of the Services are not disseminated by the specified date(s).

8. CONFIDENTIALITY

- 8.1. The Contractor shall keep in strict confidence this Contract and its subject matter, any results arising from the provision of the Services, all technical and commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Contractor by GRLCL and any other confidential information concerning the business of GRLCL or its products which the Seller may obtain ("Confidential Information").
- 8.2. The Contractor shall restrict disclosure of the Confidential Information to such of its employees, agents or subcontractors as need to know the same for the purpose of discharging the Contractor's obligations to GRLCL under the Contract and shall ensure that such employees, agents or subcontractors are subject to like obligations of confidentiality that bind the Contractor and procure compliance with those obligations by such persons.
- 8.3. The Contract shall only use the Confidential Information for the purposes of performing its obligations under the Contract.

9.

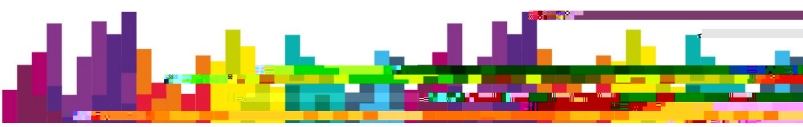


Contract pursuant to Clause 12.1.1 if there are changes to key personnel assigned to supply the Services.

16. LIABILITY

Save with respect to death or personal injury caused by GRLCL's negligence, GRLCL shall not be liable for any damages, costs, claims, liabilities, expenses, losses (including indirect

26.2.3.



- 2.6. As between GRLCL and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it.
- 2.7.

