PROJECT AGREEMENT

Project Agreement Details

1. Client Organization ("Client")		
2. Client Billing Address	**Address Line 1**	
	Address Line 2	
	City/Town	**State/Province/Region**
	Country	**Zip/Postal Code**
3. Client Contact		
4. Client Contact Address	**Address Line 1**	
	Address Line 2	
	City/Town	**State/Province/Region**
	Country	**Zip/Postal Code**
5. Expert or Firm Name ("Expert")		
6. Expert Address	**Address Line 1**	
	Address Line 2	
	City/Town	**State/Province/Region**
	Country	**Zip/Postal Code**

7. Project Title	
8. Project Description	

9. Approach and Deliverables	

10.a. Start Date (Estimated)		**10.b. Completion Date (Estimated)**	
11. Fee Structure			
12. Total Professional Fee (Inclusive of Catalant Fee)		**13. Project-Related Expenses**	
14. Total Project Cost (Sum of Box 12 & Box 13)			
15. Expert Payment Schedule (if applicable)			

<center>**Project Agreement Terms & Conditions**</center>

This Project Agreement is entered into as of the later of the dates in the signature block below (the "Effective Date"), by and between Client and Expert (each a "Party" and together the "Parties").

In consideration of the mutual promises, covenants and agreements contained herein, the Parties agree as follows with respect to the engagement further described herein (the "Project"):

PROJECT DESCRIPTION/APPROACH & DELIVERABLES
Client hereby engages Expert to perform and Expert agrees to perform the Project as specified above.

FEES & EXPENSES
Client and Expert hereby acknowledge and agree that Client shall pay to Catalant Technologies, Inc. ("Catalant") all fees and expenses owed by Client pursuant to this Project Agreement within 15 days of the invoice date unless otherwise agreed in writing between Client and Catalant.

The Total Professional Fee (inclusive of the fee owed to Catalant) shall be the amount set forth above. Any amounts in excess of the Total Professional Fee stated above must be mutually agreed upon by Client and Expert in an amendment to this Project Agreement, with a copy of such amendment being provided to Catalant, prior to the payment of such excess fees. Project-Related Expenses incurred by Expert are not expected to exceed the amount set forth above. Unless otherwise agreed in writing, Project-Related Expenses shall not include costs incurred by Expert to subcontract any of its obligations under this Project Agreement.

Payments to Expert
Payments to Expert for fees owed to Expert or expense reimbursements in connection with the Project shall be made by Catalant only following Expert's request for payment (including submission of supporting documentation), and Client's subsequent approval via the Catalant platform. The dates in the Expert Payment Schedule above are considered estimates. EXPERT'S PAYMENT REQUESTS AND CLIENT'S APPROVALS SHALL ONLY BE PROVIDED VIA THE CATALANT PLATFORM.

Payments by Catalant to Expert shall be made in accordance with the terms set forth in the agreement between Expert and Catalant relating to Expert's access to the Catalant platform. All payments to Expert shall be made in USD and Expert shall be responsible for bearing the cost of any exchange rate fluctuations or transaction fees.

Invoicing of Client
In the case of fixed fee projects, Client shall be invoiced by Catalant in full on the later of (a) the Estimated Start Date above or (b) the Effective Date. In the case of a fixed fee project with a Total Professional Fee greater than $20,000 USD, Client shall be invoiced by Catalant in installments corresponding to the payments in the Expert Payment Schedule set forth above with the initial invoice to be invoiced on the Estimated Start Date above and each subsequent invoice to be invoiced immediately upon Client's approval of the previous installment payment to Expert via the Catalant platform. In the case of hourly rate projects, fees will be invoiced upon Client's approval via the Catalant platform of the Expert's hours worked on the Project. Regardless of project type, expenses owed by Client will be invoiced by Catalant at cost upon Client's approval of such expenses via the Catalant platform.

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.

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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, or Catalant's advisors or agents, will have the right, but not the obligation, to routinely, but no more frequently than annually, audit Expert's operations and records to confirm compliance.

OWNERSHIP RIGHTS

Client shall have full right and ownership to all work product developed by Expert in connection with the Project, and Expert shall not disclose, sell, or re-purpose said work product for any other Client.

CONFIDENTIALITY

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 either marked or designated as confidential or is identified in writing as confidential or proprietary within fifteen (15) days of disclosure to the Receiving Party or that a reasonable person would deem confidential or proprietary given the nature of the information and the circumstances under which it is disclosed. Confidential Information shall include, but not be limited to: (a) the identity of Client; (b) information about the Project; (c) information about any actual or potential business, investment or trading decisions, or transactions of Client; (d) the terms and conditions of this Project Agreement; and (e) any other nonpublic or proprietary information of Client. Confidential Information shall not include any information that a Receiving Party can show: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

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 the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information; provided 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 to protect such Confidential Information as required hereby, or to legal, financial or other professional advisors who are providing professional services to the Receiving Party subject to obligations of confidentiality. In addition, without the Disclosing Party's written permission, the Receiving Party shall not 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.

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 reasonable assistance, at Disclosing Party's expense, if the Disclosing Party wishes to contest the disclosure. The Receiving Party will cooperate reasonably with the Disclosing Party in any effort the Disclosing Party undertakes to obtain a protective order and, if disclosure is nonetheless required, 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.

SUBCONTRACTING
Absent a specific prohibition from Client, Expert shall have the discretion to assign or subcontract any aspect of this Project Agreement.

TERMINATION
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 termination.

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: _____