



PLASMID TERMS AND CONDITIONS OF SALES

July 2021

1. ACCEPTANCE AND SCOPE OF TERMS AND CONDITIONS

- 1.1 Certain Products and Services (as defined below) purchased from WuXi ATU Co., Ltd. ("ATU") are subject to this Terms and Conditions of Sales ("Terms and Conditions"), and the Client ("Client") agrees to be bound by the Terms and Conditions when purchasing such Products and Services, unless otherwise expressly provided.
- 1.2 "Products and Services" or "Products" means plasmid-related products ordered by Client, including without limitation to Client materials, stock inventory and other materials amplified and processed by ATU.
- 1.3 "Intellectual Property Rights" means patents and patent applications, trademarks, trade names, service marks, domain names, copyrights and copyright applications and registrations, schematics, industrial models, inventions, know-how, trade secrets, computer software programs and other intangible proprietary information.

2. EFFECTIVENESS, AMENDMENT OR CANCELLATION OF CONTRACT

- 2.1 When any sales contract for Products and Services becomes binding, one of the following requirements must be met: (i) an offer made by ATU which is clearly marked as binding has been accepted by Client in writing; or (ii) an order placed by Client in oral or any other way has been confirmed by ATU in writing or by fulfilling the placed order.
- 2.2 Client shall not cancel or alter any binding contract without the prior express written consent of ATU.
- 2.3 In addition to all other remedies available hereunder or at law, ATU reserves the right to suspend or cancel, in whole or in part, any order following breach of the Terms and Conditions by Client or following bankruptcy, insolvency, dissolution, receivership proceedings, or any event that results in ATU's reasonably questioning Client's willingness or ability of performance.

3. DELIVERY; RETURN

- 3.1 Unless otherwise expressly agreed in the order, ATU has the right to freely choose the carrier, freight forwarder, transportation method and packaging method. Risk and title are transferred to Client as soon as Product is dispatched. ATU is not obliged to insure the ordered Products



or have them insured to prevent damage during transportation. Loss of or damage to Products does not relieve Client from its obligation to pay the full purchase price once the risk of such loss or damage have been transferred to Client.

- 3.2 The delivery date as agreed by ATU in the offer and order confirmation letter is non-binding, and the delivery time shall not be the core issue. Partial delivery or delivery in batches is permitted by Client and any delay in partial delivery does not relieve Client of its obligation to accept the remaining deliveries.
- 3.3 Client's requests for return must be made within ten (10) days of receipt of Products and Services. Without its prior approval of the return, ATU will not accept such returned Products. For return instructions, please contact your client relations representative.

4. PAYMENT; TAX; PAYMENT DEFAULT

- 4.1 Unless otherwise provided, all prices are calculated in RMB, and Client must pay the purchase price by wire transfer to the designated bank account of ATU within thirty (30) days of receipt of the invoice issued by ATU, which contains the account and payment details. Payments shall not be subject to any set-off or deduction of any nature. The purchase price does not include any taxes, levies, duties or other charges of any nature imposed by any governmental or quasi-governmental department, all of which shall be the responsibility of Client.
- 4.2 Overdue payments shall be charged with interest, at (i) the rate of 0.33% per day (12% per annum), or (ii) the maximum rate permitted by law, whichever is lower. If Client is in default, including without limitation to failure in payment of any amount due, then, without prejudice to any other legal remedies available to it, ATU may, at its option, terminate the order or suspend any further delivery to Client, or sell on behalf of Client, any undelivered Products at hand, and use such amounts, without set-off or deduction, to offset the agreed purchase price, and Client agrees to pay ATU the remainder due upon its request. Client must pay all collection costs incurred in connection with unpaid amounts, including without limitation to attorney's fees and any other expenses related thereto.
- 4.3 In order to ensure that Client fulfills the obligation to pay for the purchase of Products, the delivered Products shall remain the property of ATU until the purchase price is fully paid.

5. AUTHORIZED USE

- 5.1 Client will comply with any and all instructions, specifications, directions for use or conditions of use provided to it by ATU in writing, including without limitation to Product data, Product information, restricted use information, restricted use permits. Client will promptly test, use, manufacture and market all Products purchased from and/or materials produced with Products

purchased from ATU in accordance with the rational-man practice of industry experts and in strict compliance with all applicable laws and regulations that are in effect now and after the execution of the Terms and Conditions. Client agrees to immediately inform ATU of any risks resulted from Products upon its awareness thereof.

- 5.2 Unless otherwise expressly stated in the Certificate of Analysis, labeling or other documents accompanying the Products, the Products are intended for research use only and, in no event shall such sale be considered to grant, express or implied, permission to manufacture, reproduce, or to copy or reproduce the Products in any other way. If ATU becomes aware that Client is in breach of the foregoing, it may, at its option, (i) terminate the provision of Products and Services to Client and ask Client to destroy unauthorized Products and Services; or (ii) ask Client to indemnify ATU for all losses. Client's use of the Products must comply with the Limited Use Label License as attached to the Terms and Conditions in Appendix I.
- 5.3 Client is solely responsible for determining whether any additional or third party intellectual property or any other license rights are required for any use or resale of the Products in any particular application or field of use. Client acknowledges that no safety or efficacy testing has been performed on Products by ATU unless otherwise specifically stated in the labeling or other documentation accompanying the Products. Notwithstanding the foregoing, Client warrants to ATU that if Client uses the Products for any purpose other than research, it shall conduct all necessary tests, comply with all applicable regulatory requirements, issue all appropriate warnings and information to subsequent purchasers and/or users, and shall be responsible for obtaining any necessary intellectual property rights. Client represents and warrants to ATU that any Products and final Products purchased from ATU shall be managed in accordance with and in compliance with all applicable regulations, rules, ordinances and orders.

6. UNAUTHORIZED USE AND ETHICAL COMPLIANCE

By accepting the Products and Services from ATU, Client (“You”) agrees to abide by the following restrictions regarding ethical use:

- a. You may only use the Products and Services for somatic cell line editing and not for any germ cell line editing.
- b. You may not use the Products and Services for any research or clinical application that creates or uses human embryos, embryonic stem cells or any material derived from human embryos either created by you or provided by a third party.
- c. You may not use the Products and Services for any research that destroys any existing human embryo or uses cells or other materials created by destroying human embryos.
- d. You may not use the Products and Services for any manipulation of human embryos, including without limitation to gene editing, or for any storage or maintenance of human

- embryos.
- e. You may not use the Products and Services for any testing, selection, or other characterization of human embryos outside of a naturally occurring human pregnancy.
 - f. You may not use the Products and Services for any aspect of human in vitro fertilization (IVF), whether direct or indirect.
 - g. You may not use the Products and Services for any aspect of human cloning, for either reproductive or therapeutic purposes, which includes any aspect of somatic cell nuclear transfer that creates a viable embryo from a human body cell and a human egg cell.

7. ACCEPTANCE; LIMITED WARRANTY

- 7.1 Client shall accept the delivered Products immediately upon receipt and shall notify ATU without delay of any apparent defects or missing goods, but no later than ten (10) days after receipt of such Products. Clients must notify ATU in writing or via electronic format immediately upon discovery of defect on Products that only becomes apparent thereafter, but not later than thirty (30) days after receipt of such Products. If Client asserts that any Product is nonconforming, the parties may seek confirmation of conformance by means of analysis by third party laboratory acceptable to both parties within a reasonable time. If the analysis results confirm that the Product is nonconforming, the corresponding costs shall be borne by ATU; if the analysis fails to confirm that the product is nonconforming, the analysis costs shall be borne by Client.
- 7.2 To the best of ATU's knowledge, its Products and Services are produced in accordance with all applicable regulations, rules, ordinances and orders.
- 7.3 ATU warrants that the Products and Services shall be performed in good and workmanlike manner in accordance with its standard operating procedures and written quotation terms. ATU further warrants that, if provided to Client, such Certificate of Analysis or technical reports shall be accurate and correct in all material respects.
- 7.4 Client acknowledges that ATU cannot guarantee all materials supplied by Client will produce desired results or that the research and/or manufacturing agreed upon in the written quotation will produce desired results. ATU will use reasonable methods to obtain desired results.
- 7.5 ATU's limited warranty is contingent upon the information submitted by Client that is complete and accurate and the material submitted by Client that is not damaged, defective, or otherwise flawed.

8. REMEDY

In the event that ATU breaches the warranty set forth in Section 7 above, Client shall notify ATU



within ten (10) days of receipt of such Products and Services. As Client's exclusive remedy for any breach of the foregoing warranty, ATU shall, at its option, within a reasonable time, (i) use commercially reasonable efforts to cure such breach at no additional cost to Client, or (ii) allow Client to return the Products provided by it at a refund equal to the amount paid in connection with the returned Products.

9. DISCLAIMER OF WARRANTY AND LIMITATION ON LIABILITY

9.1 EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, PRODUCTS AND SERVICES BY ATU ARE PROVIDED WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED AND WITHOUT ANY REPRESENTATION OR WARRANTY THAT THE USE OF THE PRODUCTS AND SERVICES WILL NOT INFRINGE ANY PATENT, OR OTHER PROPRIETARY RIGHT.

9.2 ATU, AT ITS OPTION, WILL PROVIDE TECHNICAL ASSISTANCE AND INFORMATION ABOUT THE PRODUCTS AT THE REQUEST OF CLIENT. NO WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE ON OR AGAINST TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY ATU OR ITS PERSONNEL. ANY RECOMMENDATION BY ATU REGARDING THE USE, SELECTION, APPLICATION, OR SUITABILITY OF PRODUCTS SHALL NOT BE CONSTRUED AS EXPRESS OR IMPLIED WARRANTY.

9.3 TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ATU BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE USE OR FAILURE OF PRODUCTS AND SERVICES. THE TOTAL LIABILITY OF ATU UNDER THE TERMS AND CONDITIONS HEREOF SHALL NOT EXCEED THE TOTAL PURCHASE PRICE OF PRODUCTS AND SERVICES INVOLVED.

10. INDEMNIFICATION

10.1 Client shall not send samples or materials to ATU that present direct or indirect hazards or that may cause direct or indirect harm to ATU's personnel, interests or property.

10.2 Client agrees to defend, indemnify and hold ATU, its officers, directors, employees, affiliates and agents harmless from and against any claims, damages or liabilities of any kind, including without limitation to any reasonable attorneys' fees, legal fees and expenses, arising out of (i)

infringement on any intellectual property rights of any third party relating to materials or other samples provided by Client to ATU; (ii) breach by Client hereunder; or (iii) any other claim relating to any use, handling or storage of Client's materials, except to the extent caused by the gross negligence or willful misconduct of ATU.

11. CONFIDENTIALITY

11.1 The Party receiving the information (the "Receiving Party") shall not disclose any confidential information, including without limitation to documents, drawings, schematics, plans, designs, specifications, know-how, discoveries, manufacturing methods or product and pricing information, provided to the Receiving Party by or on behalf of the Party disclosing the information (the "Disclosing Party") without the written consent of the Disclosing Party. The Receiving Party shall take reasonable precautions to prevent any confidential information from being obtained by unauthorized person, and shall not use any confidential information for its own purpose, including filing any patent application reliance upon the confidential information of the Disclosing Party, or publishing the confidential information of the Disclosing Party in any manner. The Disclosing Party retains the ownership to all such confidential information and the Receiving Party shall return to the Disclosing Party all such tangible confidential information upon the Disclosing Party's request. The term "confidential information" used herein shall not include information that is public knowledge, legally provided to The Receiving Party by other source of information, or otherwise known to the Receiving Party prior to disclosure.

11.2 The sequences and protocols relating to Products and Services that are provided to Client by ATU, especially the plasmid ratios, are intellectual property owned by Oxford Genetics for use by ATU and ATU's Clients. The above information is confidential information hereunder. For the sole purpose of performing work on behalf of Client, Client may transfer certain information provided by ATU to vendors who have entered into a confidentiality agreement with Client, provided that Client must inform ATU of vendor's name who will receive the information in advance and identify to the vendor that such information is confidential and subject to a confidentiality agreement. Any other transfer of the information is prohibited.

12. SHIPPING

12.1 ATU will deliver Products using its standard packaging and shipping methods. Client acknowledges that final shipping costs may vary from the estimate and additional shipping charges may apply. All Products and other materials to be delivered to Client by ATU are Ex Works (Incoterms 2010) at ATU's facilities, and title and risk will pass to Client upon delivery. If storage service is provided by ATU, title and risk will pass to Client upon transfer to the storage place.



12.2 All materials to be delivered by Client to ATU are DDP (Incoterms 2010), site designated by ATU, including those supplied by Client. For the avoidance of doubt, DDP means Client is responsible for delivery to and unloading at the site designated by ATU and pays all costs including import duties and taxes.

13. SUBCONTRACTING

ATU retains the right to subcontract any Products and Services to appropriate affiliates/subcontractors of its choice. ATU provides only the necessary information to affiliates/subcontractors and strives to protect the confidential information of Client.

14. PUBLICITY AND PROPRIETARY RIGHTS

14.1 Client shall not, and shall ensure that its personnel will not, use the name, symbols or marks of ATU or any of its affiliates in any advertising or publicity material or make any form of representation or statement that would constitute an express or implied endorsement by ATU or any of its affiliates of any commercial product or service without the prior written consent of ATU or its affiliates.

14.2 ATU or its affiliates is the owner of certain proprietary brand names, trademarks, trade names, logos and other intellectual property rights. Unless otherwise expressly permitted by ATU, Client shall not use the brand name, trademark, trade name, logo or other intellectual property of ATU or any of its affiliates, nor shall it use or register any word, phrase or mark that is similar to or will cause confusion or uncertainty to, or in any way to damage or infringe upon the brand name, trademark, trade name, logo or other intellectual property of ATU or any of its affiliates, or that will imply ATU to endorse the products and services of another entity.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 All matters relating to the Terms and Conditions shall be governed by the laws of the People's Republic of China, without giving effect to principles of conflict of laws.

15.2 All disputes arising out of or in connection with the Terms and Conditions shall be settled through good faith negotiations between ATU and Client. Such consultation will begin immediately after one party has delivered to the other party a request for consultation. If the dispute cannot be resolved within thirty (30) days following the date on which the request for consultation is delivered, then either party may submit the dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration to be conducted in accordance with the arbitration rules of CIETAC in effect at the time of submission. The place of arbitration will be Shanghai, China. The official language of the arbitration will be Chinese. The tribunal will consist of one arbitrator to be appointed by the Chairman of CIETAC. The



arbitral award will be final and binding upon the parties, and the party to the award may apply to a court of competent jurisdiction for enforcement of the award.

16. MISCELLANEOUS

The Terms and Conditions constitutes the final, complete and exclusive representation between the parties relating to the sale of Products and Services, and supersedes all previous and current understandings or agreements for the subject matter. Unless otherwise provided, no modification or waiver of any term of the Terms and Conditions or any other form of amendment to the Terms and Conditions will be binding unless made expressly in writing and signed by both parties. ATU SHALL NOT BE LIABLE FOR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THE TERMS AND CONDITIONS TO THE EXTENT CAUSED BY CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF ATU. The exercise of any option of, or failure to exercise any right of, ATU hereunder will not constitute a waiver of any right of ATU to damages for breach of contract, nor a waiver of any subsequent failure, delay or breach by Client. If any term or part of the Terms and Conditions is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other terms of the Terms and Conditions. Headings are for convenience only and will not be used in the interpretation of these terms

ATU reserves the right to change the Terms and Conditions at any time.

Appendix I

Limited Use Label License

IMPORTANT INSTRUCTIONS - READ CAREFULLY: This Limited Use Label License specifically refers to the OXGENE™ proprietary plasmids listed in Schedule A. The purchase of any these **Plasmids** from WUXI ATU CO., LTD (“WUXI”), provides a non-exclusive license and conveys to the buyer limited, non-transferable rights to use the Plasmids for **GMP Production and Research Purposes** in the **Territory** only but not for any **Competitive Purpose**, as such expressions are defined below, subject to the conditions set out in this Limited Use Label License Agreement. The use of any Plasmid for a Competitive Purpose is strictly forbidden.

Your right to use the Plasmids is subject to the following conditions and restrictions:

1. **“Plasmids”** means any and all of the OXGENE™ proprietary plasmids listed in Schedule A, and (without limitation) any constructs, replications, portions, components, modifications, improvements or derivatives thereof.
2. **“Research Purpose”** means the use of the Plasmids for production of viral vector for research purposes,
3. **“GMP Production Purpose”** means the use of Plasmids for the manufacture of viral vector for therapeutic, diagnostic, prophylactic or other medicinal products intended for use in humans or non-human animals. If plasmids listed in Schedule A are used in the development of a molecule or any derivative of such molecule that is used in or administered to humans, then the production of such molecule shall be deemed to be GMP production.
4. **“Competitive Purpose”** means use of the Plasmids in (a) any use, directly or indirectly, in manufacturing and/or production of the Plasmids, or quality control; (b) any use to provide a service, information, or data for consideration; or (c) any use of the Plasmids or supply or offer to supply the Plasmids, whether on their own or as constituent parts of any other product or offering.
5. **“Territory”** means worldwide.
6. You may not use or transfer the Plasmids or any component part of the Plasmids to any third party, for any Competitive Purpose, or use the Plasmids or any component part of the Plasmids outside of the Territory.
7. The Plasmids, or materials made through use of the Plasmids, may be transferred by you to your legal affiliates or bona fide third-party contractors performing paid work on your behalf for your benefit, provided the use by such third-party contractors is limited to performance of work for you for a Research Purpose or GMP Production Purpose under the terms of this agreement.

8. **Transgene Plasmid – Right to Modify but not Produce** – plasmids **Q6794** (pSF-AAV-ITR-CMV-EGFP-ITR-KanR) and **Q6974** (pSF-Genome-SFFV-EGFP-KanR) may be modified through genetic DNA manipulation to yield new plasmid derivatives. Plasmids Q6794, Q6974 and derivatives may be transformed, amplified and grown using standard molecular approaches solely as required to establish the new construct. Further transformation, amplification, and growth must be undertaken by WUXI.
9. **Packaging Plasmids – No Right to Modify or Produce** – plasmids **Q1364** (pSF-Nano-Helper), **Q6801** (pSF-CMV-Cap2-EMCV-Rep), **Q5220** (pSF-CMV-Cap5-EMCV-Rep), **Q6961** (pSF-CMV-Cap6-EMCV-Rep), **Q6972** (pSF-Rev-KanR), **Q6973** (pSF -VSV-G-KanR) and **Q6975** (pSF-GagPol-KanR) may not be modified, re-transformed, grown, or expanded in any way. Further transformation, amplification, and growth must be undertaken by WUXI.
10. Your right to use the Plasmids will terminate immediately if you fail to comply with these terms and conditions. You shall, upon such termination of your rights, destroy the Plasmids, and components and derivatives thereof in your control, and notify WUXI and/or OXGENE of such in writing.
11. You may use derivatives of the plasmids **Q6794** (pSF-AAV-ITR-CMV-EGFP-ITR-KanR) and **Q6974** (pSF-Genome-SFFV-EGFP-KanR) to support the filing of a patent application in any country in the world that contains claims directed to derivatives of **Q6794** (pSF-AAV-ITR-CMV-EGFP-ITR-KanR) and **Q6974** (pSF-Genome-SFFV-EGFP-KanR).
12. You may not use the **Packaging Plasmids Q1364** (pSF-Nano-Helper), **Q6801** (pSF-CMV-Cap2-EMCV-Rep), **Q5220** (pSF-CMV-Cap5-EMCV-Rep), **Q6961** (pSF-CMV-Cap6-EMCV-Rep), **Q6972** (pSF-Rev-KanR), **Q6973** (pSF -VSV-G-KanR) and **Q6975** (pSF-GagPol-KanR) to support the filing of a patent application in any country in the world that contains claims directed to the **Packaging Plasmids Q1364** (pSF-Nano-Helper), **Q6801** (pSF-CMV-Cap2-EMCV-Rep), **Q5220** (pSF-CMV-Cap5-EMCV-Rep), **Q6961** (pSF-CMV-Cap6-EMCV-Rep), **Q6972** (pSF-Rev-KanR), **Q6973** (pSF -VSV-G-KanR) and **Q6975** (pSF-GagPol-KanR).
13. You may not deposit the Plasmids, or any derivatives thereof, in any publicly accessible, institutional, or centralized repository, be it profit or non-profit based, without the prior written approval of OXGENE™ (a trading name of Oxford Genetics Ltd).
14. For further information, and to discuss a commercial license, please contact legal@oxgene.com.

SCHEDULE A

AAV plasmids

- Q6794 - pSF-AAV-ITR-CMV-EGFP-ITR-KanR
- Q1364 - pSF-Nano-Helper
- Q6801 - pSF-CMV-Cap2-EMCV-Rep
- Q5220 - pSF-CMV-Cap5-EMCV-Rep
- Q6961 - pSF-CMV-Cap6-EMCV-Rep

Lentiviral plasmids

- Q6972 - pSF-Rev-KanR
- Q6973 - pSF -VSV-G-KanR
- Q6974 - pSF-Genome-SFFV-EGFP-KanR
- Q6975 - pSF-GagPol-KanR