

**Exhibit A**  
**Industry Material Transfer Agreement (Long-Term)**

The Provider and Recipient identified below hereby agree to be bound by the terms set forth in the attached Schedule A, and Schedule B if applicable, to govern the transfer of the Material described herein.

If checked, this Agreement is also subject to additional terms and conditions set forth on the attached Schedule B. In the event of a conflict between any specific terms or conditions in Schedule A and Schedule B, Schedule B shall govern.

<b>Provider</b> (the organization providing the Material)	<b>Company</b> (the organization receiving the Material)
Name: Westlake Laboratory of Life Sciences and Biomedicine	Name:
Address: No.18 Shilongshan Road Cloud Town, Xihu District, Hangzhou, Zhejiang PR China	Address:

<b>Provider Scientist</b>	<b>Recipient Scientist</b>
Name: Kiryl D. Piatkevich	Name:
Title: Assistant Professor	Title:

<b>Original Material and Original Depositor</b> (description of the material being transferred and the Depositor Scientist)	<b>Shipping Address</b>
	Name: Address:

**Provider Authorized Signatory**

**Recipient Authorized Signatory**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Schedule A Standard Terms

### I. DEFINITIONS:

1. **Provider:** Organization providing the Original Material. The name and address of this party is specified on page 1 of this Agreement.
2. **Provider Scientist:** The name and address of this party is specified on page 1 of this Agreement.
3. **Company:** Organization receiving the Original Material, is a for-profit business entity, which may be a corporation, a partnership, association, limited liability company, or individual proprietorship. Any organization that does not satisfy the definition of Non-profit Organization shall be deemed a for-profit business entity. The name and address of this party is specified on page 1 of this Agreement.
4. **Recipient Scientist:** The name and address of this party is specified on page 1 of this Agreement.
5. **Material:** Original Material, any Progeny and Unmodified Derivatives directly resulting from Original Material shall be covered by this MTA and be referred to hereinafter as "Material". Progeny means the unmodified descendent from the Original Material, such as virus from virus, cell from cell, or organism from organism. Unmodified Derivatives means substances created by the Company which constitute an unmodified functional subunit or an expression product of the Original Material or Progeny, e.g., subclones of the unmodified cell lines, purified or fractionated subsets of the Original Material, sub-sets of the Original Material such as novel plasmids or vectors, proteins expressed by DNA/RNA supplied by Provider, (or monoclonal antibodies secreted by a hybridoma cell line). For the purpose of this Agreement, the Material shall include any materials as specified on page 1 of this Agreement and any other materials transferred, from time to time, to Company as confirmed by the Parties in writing or by email after the execution of this Agreement (the "Subsequently Transferred Materials").
6. **Original Depositor:** The name of this party is specified on page 1 of this Agreement or the name of original depositors of Subsequently Transferred Materials.
7. **Modification(s):** New substances created by Company that contain or incorporate the Material, which are not Progeny or Unmodified Derivatives.
8. **Commercial Purposes:** The use, sale, lease, license, or other transfer of the Material or Modifications to any other for-profit organizations, which may include research and manufacturing activities that are performed for the intention of product development and commercial sale. Commercial Purposes shall also include uses of the Material or Modifications by any organization, including Company, to perform contract research, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the Material or Modifications to any for-profit organization.

### II. TERMS AND CONDITIONS OF THIS AGREEMENT:

1. The Provider retains ownership of the Material and all the Modifications.
2. The Company and the Recipient Scientist agree that the Material and Modifications:
  - (a) is to be used solely for internal research;
  - (b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the Provider;

(c) is to be used only at the Company and only in the Recipient Scientist's laboratory under the direction of the Recipient Scientist or others working under his/her direct supervision; and

(d) will not be transferred or assigned to a third party or anyone else within the Company without the prior written consent of the Provider.

3. The Company and the Recipient Scientist agree to refer to the Provider any request for the Material and Modifications from anyone other than those persons working under the Recipient Scientist's direct supervision. To the extent supplies are available, the Provider or the Provider Scientist agrees to make the Original Material available, under an agreement having terms consistent with the terms of this Agreement, to other scientists provided that such other scientists reimburse the Provider for any costs relating to the preparation and distribution of the Original Material.
4. The Company and/or the Recipient Scientist may distribute substances created by the Recipient Scientist through the use of the Material only if those substances are not Progeny, Unmodified Derivatives or Modifications.
5. Company may distribute the Modifications to Non-profit Organizations solely for research purposes upon prior written consent from the Provider and under a separate implementing letter. Company can provide the Modifications without a fee or subject only to a reasonable fee for shipping and handling cost.
6. The Company acknowledges that the Material and Modifications are or may be the subject of a patent or patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the Company under any patents, patent applications, trade secrets or other proprietary rights of the Provider, including any altered forms of the Material made by the Provider.
7. If the Company desires to use the Material and/or Modifications for Commercial Purposes, Company shall be required, in advance of such use, to enter into a commercial license with Provider. It is understood by the Company that the Provider shall have no obligation to grant such a license to the Company and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the Material to any third party(ies), subject to any pre-existing rights held by others.
8. If an invention (hereinafter "Invention") is made by Company through the use of the Material and Modifications, whether patentable or not, the Company will promptly disclose such Invention to Westlake University in writing and specify Westlake University's role as the supplier of the Material used, as well as the role, if any, of any Westlake University employee in creating the Project Invention. Westlake University will hold such written disclosure in confidence. Only after disclosing the details of Invention in writing to Westlake University, the Company is free to file a patent application(s) claiming Inventions made by the Company through the use of the Material and Modifications acknowledging contribution of the Provider. Ownership of any Inventions not subject to patent law shall be determined based on each party's contribution to the conception of such Invention.
9. Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
10. Except to the extent prohibited by law, the Company assumes all liability for damages which may arise from its use, storage or disposal of the Material. Westlake University will not be liable to the Company for any loss, claim or demand made by Company, or made against Company by any other party, due to or arising from the use of the Material by Company.

11. Provider and Company agree that each party will not use the name, trademark, service mark, logo or other identifying characteristic of the other party or any of its affiliates, or any of its or their respective directors, trustees, officers, appointees, employees, staff, representatives or agents, in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds or financing without the prior written approval of the other party.
12. Subject to prior written approval of Westlake University, which shall not unreasonably be withheld, the Company shall in principle be entitled to publish the research findings. The Company shall, however, provide to Westlake University the opportunity to review any proposed abstracts, manuscripts or presentations in full length at least sixty (60) days prior to their intended submission for publication or their presentation. The Company further agrees, upon written request from Westlake University, to remove any information and not to submit such abstract or manuscript for publication or to make such presentation for an additional ninety (90) days in order to allow for actions to be taken, which are necessary to preserve rights to patents. The Recipient Scientist agrees to provide appropriate acknowledgement of the source of the Material in any scientific publications, oral or written communications.
13. The Company agrees to use the Material in compliance with all applicable statutes and governmental regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA and export control.
14. This Agreement will terminate on the earliest of the following dates: (a) on thirty (30) days written notice by either party to the other, or (b) on the date specified in Schedule B, provided that:
  - (i) if termination should occur under 14 (b) above, the Company will discontinue its use of the Material and will, upon direction of the Provider, return or destroy any remaining Material;
  - and
  - (ii) in the event the Provider terminates this Agreement under 14(a) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the Provider will defer the effective date of termination for a period of up to one year, upon request from the Company, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, Company will discontinue its use of the Material and will, upon direction of the Provider, return or destroy any remaining Material.
15. Upon completion of the Company's current research with specific Material, the Company will discontinue its use of such Material and will, upon direction of the Provider, return or destroy any remaining Material.
16. Paragraphs 6, 9, and 10 shall survive termination.
17. The Parties understand and agree that the terms and conditions of this Agreement shall be applicable to any Subsequently Transferred Materials.
18. This Agreement shall be governed in all respects by the laws of the People's Republic of China, without giving effect to any choice of laws principles. The competent courts of Hangzhou, PRC shall have the exclusive jurisdiction.

## Schedule B Optional Terms

If checked, the following terms apply to this Agreement:

- This Agreement shall terminate on \_\_\_\_\_. Upon termination, the Company will either destroy any remaining Material or return it to the Provider, as directed by the Provider.
- A transmittal fee of \_\_\_\_\_ shall be paid by Company to Provider, for preparation and distribution costs.
- To the extent permitted by law, Company agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any of Provider's written information about the Material that is stamped "Confidential" ("Confidential Information"). Any oral disclosures from Provider to Company shall be identified as being Confidential Information by notice delivered to Company within ten (10) days after the date of the oral disclosure. Confidential Information does not include information that:
  - a. has been published or is otherwise publicly available at the time of disclosure to the Company;
  - b. was in the possession of or was readily available to the Company without being subject to a confidentiality obligation from another source prior to the disclosure;
  - c. has become publicly known, by publication or otherwise, not due to any unauthorized act of the Company;
  - d. Company can demonstrate it developed independently, or acquired without reference to or reliance upon Confidential Information; or
  - e. is required to be disclosed by law, regulation, or court order.
- Additional binding terms: