

**Exhibit C**  
**Standard Material Transfer Agreement**  
**Between Non-profit Organizations**

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>Recipient</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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
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. For the purpose of this Agreement, the definition of Provider also refers to any provider of the Subsequently Transferred Material (as defined below).
2. **Provider Scientist:** The name and address of this party is specified on page 1 of this Agreement.
3. **Recipient:** Organization receiving the Original Material. 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 Recipient 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 Recipient 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 Recipient that contain or incorporate the Material, which are not Progeny or Unmodified Derivatives.
8. **Commercial Purposes:** The use, lease, license, or other transfer of the Material or Modifications to a for-profit organization, 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 Recipient, 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 a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the Material for Commercial Purposes per se, unless any of the above conditions of this definition are met.
9. **Nonprofit Organization(s):** A university or other institution of higher education or a not-for-profit organization officially recognized or qualified under the laws of the country in which it is organized or located, or any nonprofit scientific or educational organization qualified under a federal, state, or local jurisdiction's nonprofit organization statute. As used herein, the term also includes national, state, or local government agencies.

1. The Provider retains ownership of the Material and all the Modifications.
2. The Recipient and the Recipient Scientist agree that the Material and Modifications:
  - (a) is to be used solely for Nonprofit Organizations' research purposes to (hereinafter "Research Project") and will not be used in any other research or for any other purpose including Commercial Purposes.
  - (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 Recipient organization 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 to anyone else within the Recipient organization without the prior written consent of the Provider.
3. The Recipient 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 (at least those at Nonprofit Organization(s)) who wish to replicate the Recipient Scientist's research; provided that such other scientists reimburse the Provider for any costs relating to the preparation and distribution of the Original Material.
4. The Recipient and/or the Recipient Scientist shall have the right, without restriction, to distribute substances created by the Recipient through the use of the Material only if those substances are not Progeny, Unmodified Derivatives or Modifications.
5. The Recipient 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 Recipient under any patents, patent applications, trade secrets or other proprietary rights of the Provider. In particular, no express or implied licenses or other rights are provided to use or distribute the Material, or any related patents of the Provider for Commercial Purposes.
6. If the Research Project results in an invention involving the Material and Modifications (hereinafter "Project Invention"), whether patentable or not, RECIPIENT will promptly disclose such Project 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 Project Invention in writing to Westlake University, the Recipient is free to file a patent application(s) claiming Project Inventions made by the Recipient through the use of the Material and Modifications acknowledging contribution of the Provider. Ownership of any Project Inventions not subject to patent law shall be determined based on each party's contribution to the conception of such Project Invention.

7. If Recipient wishes to commercialize any Project Invention that Provider has a right to or that uses or incorporates Material or Modifications, the parties will discuss a commercial strategy and any agreements between the parties that may be necessary to implement such strategy. It is understood by the Recipient that the Provider shall have no obligation to grant such a license to the Recipient.
8. 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.
9. Except to the extent prohibited by law, the Recipient 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 Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Material by the Recipient.
10. Subject to prior written approval of Westlake University, which shall not unreasonably be withheld, the Recipient shall in principle be entitled to publish the research findings. The Recipient 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 Recipient 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 all publications.
11. The Recipient 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.
12. 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 12(b) above, the Recipient 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 12(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 Recipient, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date

of termination, Recipient will discontinue its use of the Material and will, upon direction of the Provider, return or destroy any remaining Material.

13. Paragraphs 5, 8, and 9 shall survive termination.

14. Upon completion of the Recipient's current research with specific Material, the Recipient will discontinue its use of such Material and will, upon direction of the Provider, return or destroy any remaining Material.

15. The Parties understand and agree that the terms and conditions of this Agreement shall be applicable to any Subsequently Transferred Materials.

16. 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 Recipient 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 Recipient to Provider, for preparation and distribution costs.
- The Recipient intends to use the Material for purposes including but not limited to those described below:
- To the extent permitted by law, Recipient 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 Recipient shall be identified as being Confidential Information by notice delivered to Recipient 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 Recipient;
  - b. was in the possession of or was readily available to the Recipient 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 Recipient;
  - d. Recipient 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: