WeKwikGene Plasmid Deposit Agreement

This Plasmid Deposit Agreement is entered into by Westlake Laboratory of Life Sciences and Biomedicine ("Holder") and [please insert Provider's name] (the "Provider").

Part I. Plasmid Deposit and Distribution Terms and Conditions

Section 1: Deposit of Plasmid(s)

1.01 The undersigned institution ("Provider") hereby deposits and will deposit, from time to time after the execution of this Agreement, the plasmid(s) as described in detail and confirmed by the Parties (as defined below) in accordance with the form as set forth in Part II of this Agreement ("Original Material") with Holder. Provider and Holder hereafter are collectively referred to as the "Parties" or individually as a "Party." The Parties understand and agree that this Agreement shall be applicable to any Original Material deposited by Provider after the execution of this Agreement.

1.02 Provider avers that nothing has come to its attention that may impair its right to transfer the Original Material for the purposes contemplated herein.

1.03 Subject to the terms and conditions of, and solely for the purposes contemplated in this Agreement, Provider hereby grants Holder a non-exclusive right to store, produce, amplify, replicate and distribute the Original Material, which term shall for purposes of this Agreement be deemed to include plasmid(s) produced by Holder pursuant to the foregoing rights grant. Holder shall use commercially reasonable efforts to not modify the Original Material.

Section 2: Distribution for Research Purpose

2.01 Provider hereby grants to Holder a non-exclusive, worldwide right to distribute Original Material to any third party for non-commercial research and academic purposes only, as defined in the Material Transfer Agreement ("MTA"). For the purpose of this Agreement, MTA shall mean any agreements substantially in the form of the Industry Material Transfer Agreement and the Standard Material Transfer Agreement Between Non-profit Organizations attached hereto as Exhibit A and Exhibit B.

2.02 Holder's distribution of Original Material to a third party ("Recipient") and its scientists ("Recipient Scientists") is conditioned upon the following:
(a) Recipient Scientist acknowledges and Recipient agrees, in respect to the Original Material, to be bound by the terms of the MTA (substantially in the form of either of Exhibit A and Exhibit B attached hereto) between Provider and Recipient; and
(b) Recipient Scientist and Recipient acknowledge to Holder that the Original Material will be used solely for non-commercial research or academic purposes, as defined by the MTA.

2.03 For each distribution, Provider and Holder agree that the MTA constitutes a contract between Provider and Recipient.

2.04 For each distribution, Provider hereby agrees to be bound by the terms of the MTA.

2.05 Holder reserves the right, in its sole discretion, to withhold distribution of Original Material to Recipient(s) for any reason.

Section 3: Acknowledgements and Warranties

3.01 Provider acknowledges that Recipient may be assessed a distribution fee in connection with the Original Material's storage, replication and other distribution costs of providing such Original Material and that Holder shall not charge an additional fee for the Original Material itself.

3.02 Provider and Holder agree that any Original Material deposited and/or distributed pursuant to this Agreement is/are understood to be experimental in nature and may have hazardous properties. Provider agrees that it shall not deposit any Original Material with Holder requiring BL3 or BL4 safety regulations, and acknowledges that Holder is relying on Provider's representation to this effect.

3.03 Provider represents and warrants that the Original Material is not subject to any rights that would affect Holder's performance under this Agreement.

3.04 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS NOR EXTENDS ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. IN NO EVENT SHALL Holder, ITS AGENTS, AND ITS SUCCESSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR LOST PROFITS, REGARDLESS OF WHETHER THE PARTY WAS ADVISED, HAD REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF THE FOREGOING.

Section 4: Liability

4.01 To the extent permitted by law, Holder shall not be liable (as between Provider and Holder only) for any loss, damage, alteration, cost or expense arising under or relating to Holder's receipt, storage, replication or distribution of the Original Material. Holder shall not be liable for any third party claim of damage, injury, death or consequence related to the Original Material.

4.02 To the extent permitted by law, Provider agrees to be solely and exclusively responsible (as between Holder and Provider only) for (a) any loss, damage, cost or expense arising under or relating to Provider's storage, creation, replication, use or distribution of the Original Material; (b) any third party claim of damage, injury, death or consequence related to the Original Material as a result of the Provider's willful misconduct or gross negligence as determined by a court of competent jurisdiction; and (c) any third party claim that the Original Material or use of the Original Material infringes on such third party's intellectual property rights.

Section 5: Termination

5.01 This Agreement shall remain in effect unless terminated by either Party upon ninety (90) days prior written notice to the other Party. In the event that Holder is threatened with or becomes subject to any claim, demand, or lawsuit with respect to the Original Material, Holder shall have the right to terminate this Agreement immediately.

5.02 At the time of termination, Holder shall (a) return all Original Material to Provider or certify as to its proper disposal and (b) provide any outstanding reports, in electronic form, of the Original Material transferred under this Agreement.

5.03 The following sections shall survive termination: 3.04, 4.01, 4.02, 5.02, 5.03, 5.04, 6.02, 6.03, 6.04, 6.05, 6.06, 6.08, and 6.09.

5.04 Notwithstanding the above, Provider's obligations to Recipient shall survive termination as provided for in the MTA; and Recipient's obligations to Provider shall survive termination as provided for in the MTA.

Section 6: Miscellaneous

6.01 Holder shall provide Provider with reports, no less frequently than 6-month period, identifying the Recipient to which Original Material has been distributed. If there are no distributions of the Original Material during a 6-month period, no report will be provided.

6.02 Neither Party shall use the name of the other Party or of any staff member, officer, employee or student of the other party or any adaptation thereof in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds or financing without the prior written consent of the Party or individual whose name is to be used. Notwithstanding the above, both Holder and Provider shall have the right to make factual statements identifying the Provider Scientist and Provider as the depositors of the Original Material in Holder's catalogs, website and other materials that list or identify materials available from Holder.

6.03 This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the Parties are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated herein.

6.04 If any provision of this Agreement or its application to any Party or circumstance is held invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application of that provision to the other Party or to other circumstances is not affected and is to be enforced to the fullest extent permitted by applicable law.

6.05 This Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

6.06 Any notices given hereunder shall be in writing and shall be deemed effective upon the earlier of personal delivery, receipt of electronic mail, receipt from an internationally recognized overnight courier, with all fees prepaid, or the third day after mailing by certified or registered mail, postage prepaid, to the addresses set forth below or to such other address as a Party may have furnished in writing to the other Party in the manner provided above.

6.07 The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by a method described above is as effective as executing and delivering this Agreement in the presence of the other Party to this Agreement. In proving this Agreement, a Party must produce or account only for the executed counterpart of the Party to be charged.

6.08 The Parties may not amend, modify or waive this Agreement or any of its provisions except pursuant to a written instrument executed by both Parties. Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

6.09 No Party may assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner. Any purported assignment of rights is void.

6.10 Notwithstanding the place where this Agreement is executed, or where obligations under this Agreement are performed, the parties expressly agree that this Agreement and any claim or controversy arising out of or relating to rights and obligations of the parties under it will be governed by and construed in accordance with the substantive laws of the People's Republic of China without regard to its conflicts of laws principles.

6.11 The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity hereof promptly by negotiations between executives of the Parties who have authority

to settle the controversy or claim.

6.12 If the claim or controversy has not been resolved within sixty days of the disputing parties' notice, either Party may submit such claim or controversy to the competent courts of Hangzhou, PRC which shall have the exclusive jurisdiction over such claim or controversy.

*****The rest of this page is intentionally left blank. Signature page follows.*****

This Plasmid Deposit Agreement is between Westlake Laboratory of Life Sciences and Biomedicine ("Holder"), and [please insert Provider's name] and is effective as of the last date of execution hereof ("Effective Date"). This Agreement sets forth the terms and conditions under which Provider agrees to deposit the Original Material with Holder. Provider and Holder, intending to be legally bound, have caused this Agreement to be executed by their respective duly authorized representatives.

AGREED TO:

PROVIDER: [to be inserted]

By:_____

Name:_____

Title:_____

Date:_____

Westlake Laboratory of Life Sciences and Biomedicine:

By:_____

Name:_____

Title:_____

Date:_____

Part II. Deposit Form of Plasmid Information

Provider:
Provider Scientist:

Publication Title (if available):

Plasmid ID	Original Material	Insert	Patent/Licensing[1]	Gene[2]	HHMI

Notes:

1. Special Patent/Licensing - the following question is asked of the depositing scientist: *Are there any restrictions or other obligations (e.g., patents, licenses, sponsored research agreements, MTAs) related to this material that could affect [Holder]'s distribution of the materials?*

    * A "No" response to this question indicates that in the depositing scientist's understanding, such restrictions or other obligations do not exist, or they do not have access to the necessary information to answer the question.

2. Gene Origin - the following prompt was given to the depositing scientist: *If you did not originally clone this gene, please list from whom and where you received it.*

    * A blank response to this question indicates that in the depositing scientist's understanding, the gene did not originate from some other source, or they do not have access to the necessary information to answer the question.

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.

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

Provider Scientist	**Recipient Scientist**
Name: Kiryl D. Piatkevich Title: Assistant Professor	Name: Title:

Original Material and Original Depositor (description of the material being transferred and the Depositor Scientist)	**Shipping Address**
	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.

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:

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.

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

Provider Scientist	**Recipient Scientist**
Name: Kiryl D. Piatkevich Title: Assistant Professor	Name: Title:

Original Material and **Original Depositor** (description of the material being transferred and the Depositor Scientist)	**Shipping Address**
	Name: Address:

Provider Authorized Signatory

Signature

Print Name

Recipient Authorized Signatory

Signature

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.

II. TERMS AND CONDITIONS OF THIS AGREEMENT:

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: