

**MASS
SPECTROMETRY
SERVICES
MSPS**

Version 11FE10

MASS SPEC SERVICES

PROTEIN PHOSPHORYLATION SITE PROFILING CUSTOMER INFORMATION PACKAGE

For identification of phosphorylation sites in a target protein by a kinase of interest by mass spectrometry.

Toll free: 1-866-KINEXUS or 604-323-2547

Facsimile: 604-323-2548

E-mail: info@kinexus.ca

www.kinexus.ca



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KINEXUS MASS SPECTROMETRY PHOSPHOSITE PROFILING SERVICE

INTRODUCTION

Protein phosphorylation is the most ubiquitous and conserved form of post-translational modification in eukaryotic cells. It plays a critical role in communications and control within cells ranging from bacteria to humans, and most mammalian proteins are subject to phosphorylation at multiple sites within the same protein. Kinexus estimates that there may be around 650,000 phosphorylation sites in the human phosphoproteome, and we have annotated about 93,000 experimentally confirmed phosphorylation sites in over 14,000 human proteins in our PhosphoNET website (www.phosphonet.ca). Because protein phosphorylation is reversible and transient in nature, it allows rapid control of diverse cellular activities in a highly integrated and coordinated fashion. Phosphorylation can affect protein function by altering its stability, affinity for other proteins, cellular location, and catalytic activity. This in turn allows essential events such as cell growth, division and even death to respond to environmental conditions. Due to its nature of rapid appearance and disappearance, the study of protein phosphorylation is faced with difficult challenges in its analysis. The methodologies adopted by Kinexus addresses many of these issues, including the post-homogenization behavior of protein kinases versus phosphatases and the low stoichiometry of protein phosphorylation events.

1. GENERAL METHODOLOGY

Kinexus currently offers two mass spectrometry phosphoprotein profiling services: our Mass Spectrometry Phosphosite (MSPS) profiling service; and our Mass Spectrometry Proteome Phosphorylation (MSPP) profiling service. The distinction between the MSPS and MSPP services is that the MSPS service is limited to locating phosphorylation sites on a single protein of interest, whereas the MSPP service seeks to determine the phosphorylation state of up to thousands of proteins in a proteome-wide analysis.

Our phosphorylation site profiling studies can be carried out at two levels, either preliminary or advanced, depending upon the objectives of the researcher. A preliminary study uses one phosphorylated sample to obtain qualitative phosphorylation site information on a protein substrate. It involves carrying out a kinase reaction with an active kinase and a protein substrate, followed by trypsin cleavage, sample cleanup, mass spectrometry, and Mascot database searching to identify the phosphopeptides and probable phosphorylation sites on the protein substrate. This methodology is illustrated on the flow chart of Figure 1. The more advanced level of study conducts a comparison of two samples, an unphosphorylated or reduced phosphorylated control with a kinase-treated sample, to obtain semiquantitative information on specific phosphorylation of the protein substrate by the kinase. This methodology is illustrated in Figure 2.

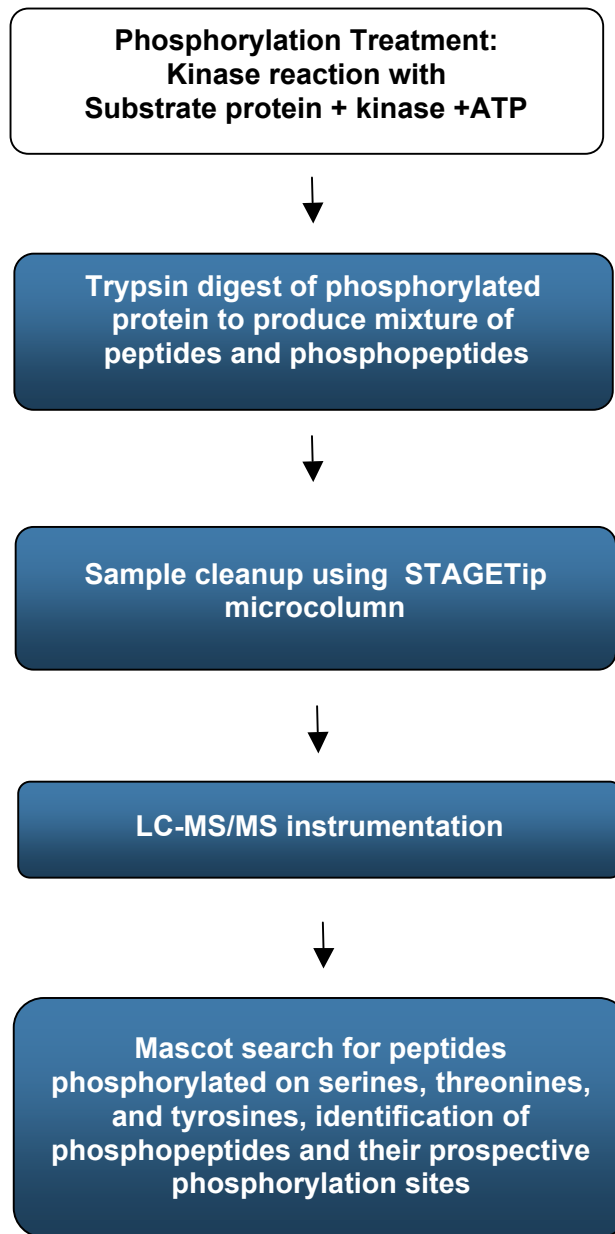


Figure 1. MSPS protein phosphorylation site profiling – Preliminary study analyzing a single protein for locations phosphosites targeted by a protein kinase of interest.

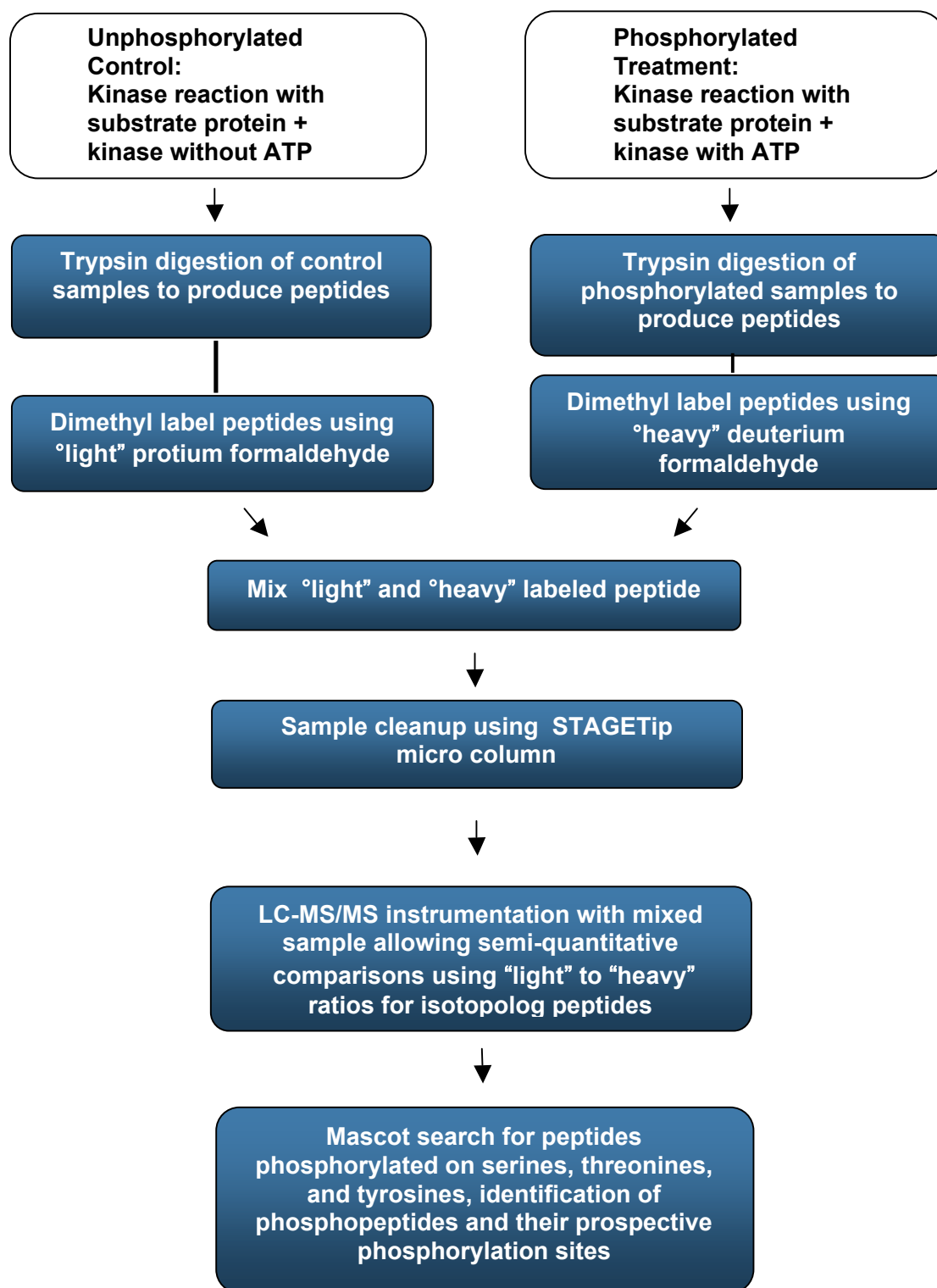


Figure 2. MSPS phosphorylation site profiling – Advanced study for semi-quantitative comparisons between two preparations of a substrate protein: one untreated and the other kinase-treated.

The advanced phosphorylation site study shown in Figure 2 also requires a trypsin digestion, but this is followed by an in vitro dimethyl labeling step carried out separately on the control and the treated protein substrate. The tryptic peptides from the control are labeled with dimethyl's having the natural protium ¹H isomer, whereas the tryptic peptides from the treated protein substrate are labeled with dimethyl's having the "deuterium" isotope. After labeling of the two experimental arms separately, the two samples can be mixed and subjected to LC-MS/MS analysis as a single mixed sample. In this manner, the masses of the same phosphopeptides from the control versus the treated can be measured by MS as a ratio, representing their relative degree of phosphorylation. Therefore, this methodology allows semiquantitative comparisons of the degree of phosphorylation between the two experimental arms.

2. EXAMPLE OF A PHOSPHORYLATION SITE PROFILING STUDY – The Phosphorylation of ERK1 by MEK1

An advanced study to identify the sites on ERK1 that are phosphorylated by MEK1 can be carried out following the methodology outlined in Figure 2. The control kinase reaction would contain the recombinant proteins MEK1 and ERK1(KDmut), without ATP. ERK1(KDmut) is a kinase-dead mutant with a K72R substitution that lacks the ability to autophosphorylate. It therefore can only act as a substrate for the MEK1 kinase. The phosphorylated treatment kinase reaction contains MEK1, ERK1(KDmut), plus ATP. The two kinase reaction samples are separately trypsinized and differentially dimethyl labeled, and then mixed together before being subjected to LC-MS/MS analysis. The subsequent Mascot database search should be able to identify both nonphosphorylated and phosphorylated tryptic peptides from their predicted mass shift due to phosphorylation, and further distinguish their source, either from the "light" ¹H dimethyl labeled control sample, or the "heavy" ²H dimethyl labeled phosphorylated sample. Calculating the ratios between "light" and "heavy" isotopology phosphopeptides will identify the prospective locations of residues phosphorylated by MEK1.

SAMPLE PREPARATION

3. SAMPLE TREATMENT AND PREPARATION

The simple design of these single phosphoprotein phosphorylation site profiling studies eliminate the need for cell culture and lysate preparation. Typically, the kinase reactions are done at the Kinexus location, but these can also be carried out by the client, and in this case, freezing and storage of the sample at -20°C or colder, and shipment of the sample on dry ice is all that is required for sample handling.

PRICING AND SHIPPING

4. PRICING INFORMATION

Pricing for these studies can be estimated from the Service Order Form MSPS-SOF, but a final price requires actual costing of the kinase and substrate proteins from commercial sources or custom recombinant protein expression. Kinexus offers a wide range of protein kinases that can be used for this service as shown in Appendix 1. The service can be conducted as a preliminary study or an advanced study, with choice of the kinase reaction being carried out by Kinexus or by the customer.

There is a choice of either the confidential or non-confidential pricing options for release of the final data. The non-confidential pricing option allows some of the results to become available in PhosphoNET after a 6 month hold, but without identification of the originator. For these rights, the standard pricing is discounted by approximately 33%.

For volume discounts or quotations for large orders, please contact the Director of Sales & Marketing at 1-866-KINEXUS (or 1-604-323-2547 (Extension 11 or Option 2 on the telephone directory) or e-mail sales@kinexus.ca.

5. SHIPPING INFORMATION

It is important that frozen samples be shipped with sufficient dry ice. Approximately 5% of the frozen shipments to Kinexus need to be sent again, because they are thawed at the time of arrival. This is usually due to insufficient dry ice and/or delays caused by incomplete shipping forms.

The above procedure has been designed to reduce the use of shipping materials and courier costs, and to ensure that your precious samples arrive in a safe and stable form at our laboratory facilities. Note that clients are responsible for payment of courier costs. The sample vials should be sent to the address listed below by any express courier that accepts dry ice shipments. We recommend FedEx for shipments originating in North America, and World Express for shipments outside of North America. Samples should be shipped to the following address::

Kinexus Bioinformatics Corporation
Suite 1, 8755 Ash Street
Vancouver, B.C. Canada V6P 6T3

Telephone: (604) 323-2547
Facsimile: (604) 323-2548
E-mail info@kinexus.ca

Please ensure 3 copies of the signed commercial invoice accompany your shipment and these specify that your samples are non-hazardous and non-infectious. Since the samples are not for resale, the value of your shipment should be priced at approximately \$1.00 per sample in order to avoid paying additional duties and taxes on entry into Canada. It is highly recommended that customers e-mail their courier airway bill number and the date of departure to info@kinexus.ca so we can track your shipment in transit and ensure it arrives in a timely manner. For shipping from outside of North America, we highly recommend that you ship your samples to us on a Monday or Tuesday. We will send a confirmatory e-mail once your shipment arrives at our facility.

FOLLOW UP SERVICES AND FORMS

6. FOLLOW UP SERVICES

After phosphorylation sites have been identified with the MSPS profiling services, the Kinexus PhosphoNet KnowledgeBase (<http://www.phosphonet.ca/>) is a valuable free online resource for the interpretation of these phosphorylation sites and the range of possible upstream kinases. If desired, Kinexus can also help produce phosphosite-specific antibodies against desired phosphorylation sites, to use as valuable research tools. Additionally, more advanced data mining of the phosphoprotein dataset is available, such as prediction of possible protein-protein interactions for selected phosphoproteins and kinases that target novel phosphorylation sites not found in PhosphoNET. Contact our Customer Services Representative to learn more about these custom proteomics services or visit our website at www.kinexus.ca.

7. INSTRUCTIONS FOR FORMS

All the necessary forms for these services are provided in the Appendices section at the end of this Customer Information Package. Electronic fillable MS-Word versions of these forms are available by e-mail or phone request and may be directly downloadable from the Kinexus website. Please contact our Technical Service Representatives by e-mail at info@kinexus.ca or by phone at 604-323-2547 Ext. 1 for all enquiries related to technical/research issues, work orders, service fees or request of fillable order forms.

List of Forms to be Completed - All customers are required to complete the following forms for each order placed:

- A. Service Order Form (MSPS-SOF) asks for the customer's basic contact and billing information, as well as providing a price estimate for the service.

- B. Service Identification Form (MSPS-SIF). The Service Identification Form permits us to determine which proteomics service is to be used.
- C. Sample Description Forms (NSDF-KI, NSDF-P). These forms provide descriptions of the kinases and protein to be used for the MSPS Service if these are provided by the client.
- D. Commercial Invoice (if client is sending samples to Kinexus from outside of Canada).
- E. FedEx Air waybill obtained from FedEx (if client is sending samples to Kinexus by courier).
- F. Kinexus Proteomics Services Agreement - Customers are required to complete and sign our standard Proteomics Services Agreement before their first order can be processed. Unless otherwise specified, this Agreement is valid for all future orders with a standard term of 15 years.

All orders should have as a minimum: of one SOF and one SIF form completed, along with a courier airway bill if the customer is sending cell culture and treatment compound materials and a commercial invoice if the customer is sending materials from outside of Canada. A new Kinexus Service Agreement is not necessary if the client has previously placed an order with Kinexus and submitted a signed Kinexus Service Agreement at that time.

Instructions for Specific Forms

A. Service Order Form (MSPS-SOF)

- Please ensure that shipping address and contact name and numbers are specified.
- Pricing information is for estimation purposes. Final pricing will require review of the study by Kinexus. Any promotional vouchers or quotations should be listed in this pricing section.
- Include a Purchase Order, Visa or MasterCard number for payment.
- Ensure form is signed and dated.

B. Service Identification Form (MSPS-SIF)

For each sample submitted, please ensure the following:

- In Section A, the customer must assign a unique Client Study Identification Name that provides a connotative label of the customer's choice.
- In Section B, the protein substrate for phosphorylation must be described for all studies. This protein and the phosphorylation sites on this protein will be identified by mass spectrometry.
- Section C. the kinase description can be withheld if it is a confidential study in which the kinase reaction is carried out by the client.
- Ensure form is certified correct and signed and dated

- Note that under the non-confidential pricing, the information provided on the SIF form will be made available to other researchers through PhosphoNET. In the spirit of collegiality, please be as accurate as possible in completing this form, in the event that other researcher's attempt to build upon this knowledge base.

C. Sample Description Forms (NSDF-KI and NSDF-P) if client is providing a protein kinase or substrate protein, respectively)

Client Supplied Kinase Description Form (NSDF-KI)

- The protein kinase that you are submitting to Kinexus for this study must be identified along with any special instructions on how the kinase should be used for phosphorylating the target protein
- Ensure the form is certified correct and signed and dated

If clients do not wish to disclose information that will identify the test protein kinases and do not wish any of their results to appear in any of Kinexus's online databases or knowledgebases after a six month hold, they should complete a CSDF-KI form instead. This may result in an increase in pricing for this service.

Client Supplied Protein Description Form (NSDF-P)

- The protein that you are submitting for phosphorylation by a desired kinase at Kinexus must be identified along with any special instructions
- Please identify any safety concerns related to the cell line and treatment
- Ensure the form is certified correct and signed and dated

D. Commercial Invoice (not required by Canadian customers)

Please complete the attached commercial invoice with the following information:

- Date of exportation
- Shipper/Exporter name, address, phone number
- Country of export/Country of origin
- Name of courier and the airway bill number
- Number, type and total weight of package(s)
- Total declared value of shipment (number of samples x \$1.00 per sample) and please specify currency
- Date, name, signature, and title of authorized person

Include three (3) copies of the commercial invoice with the airway bill

NOTE: Do not change the value of your shipment to more than \$1.00 per sample as this will prompt the custom brokers to charge Kinexus with a duty and GST fee on your package. Since the samples are processed internally and not returned to the customer or resold, there is no real commercial value.

The international air waybill is required for all international shipments between Canada and the rest of the world. It is also your Customs Declaration, which can possibly be used to clear your shipment through customs at the destination. The customs clearance process begins with the description of the air waybill. If the description is too vague or missing, customs authorities may select the shipment for further inspection. All customs paperwork, such as the commercial invoice, must have detailed commodity descriptions. A detailed description on the air waybill and other customs documentation will help speed up the clearance time and reduce your delivery time. In the event that Kinexus must go to a Canada Customs facility to claim the package of samples for client order due to inadequate completion of the commercial invoice, additional charges will apply.

E. Airway Bill for Federal Express or any courier that accepts dry ice shipments (not supplied with this package)

Complete an airway bill and specify:

- Priority overnight delivery
- Bill transportation charges to your institute
- Place sufficient dry ice to last several days into a Styrofoam shipping container
- Seal the edges of the Styrofoam container with tape to preserve dry ice longer
- Dry ice is a “*hazardous*” item, so ensure proper labels are attached to the outside of the box;
- **Do not specify Saturday delivery or hold at courier location**
- For Federal Express shipments telephone 1-800-GO-FEDEX or visit them on-line at www.fedex.com or www.fedex.ca to schedule a pick up or complete your forms
- For shipments coming from within Canada or the United States, please ship any day from Monday to Wednesday. **Do not ship on a Thursday or Friday.**
- For international shipments coming from outside of North America, the best day to ship is on a Monday to ensure arrival in Canada for delivery later the same week
- It is recommended that customers e-mail the date of your shipment and the courier airway bill number with number of samples to Kinexus at info@kinexus.ca to ensure we can track your package should it get held up in Canadian Customs
- For any customer located outside of Canada, 3 copies of a commercial invoice is required to accompany your shipment (see below)

F. Kinexus Proteomics Services Agreement

- A Kinexus Service Agreement is required to be signed before the first order can be processed
- This Agreement is required to be signed and dated by an authorized representative, typically a Senior Officer, Senior Scientist, or Principal Investigator, before the first order can be processed, but does not have to be signed again for repeat orders. The Kinexus Service Agreement is typically valid for 15

years. If you require changes or modifications to be made to our standard Service Agreement, please email us at sales@kinexus.ca to request a Microsoft Word version of the document so your requested changes can be made directly into the agreement and emailed to us for our final approval

Your careful review of this customer information package will ensure that we can offer the highest level of quality in providing our unique proteomics services to you. We do ask for considerable information from the client regarding the preparation of samples because this background information will help us in performing the services properly. You will find that the proper entry of information into the various forms is also useful for your own reference at a later date. Should you have any questions or concerns, we would be pleased to hear from you. Thank you in advance for letting Kinexus become one of your trusted research partners.

Appendix 1 - List of Active Protein Kinases

This list may change with respect to availability and pricing.

Protein Kinase Name	Code	U.S. Price	Protein Kinase Name	Code	U.S. Price
Abl1	AB01	\$200.00	BUBR1(BUB1B)	BU01	\$600.00
Abl1 [E255K]	AB02	\$400.00	CaMK1 δ (CAMK1D)	CA03	\$200.00
Abl1 [G250E]	AB03	\$400.00	CAMK1 γ	CA04	\$200.00
Abl1 [H369P]	AB04	\$600.00	CAMK2 α (CAMK2B)	CA05	\$200.00
Abl1 [T315I]	AB05	\$400.00	CaMK2 β (CAMK2B)	CA06	\$200.00
Abl1 [Y253F]	AB06	\$400.00	CaMK2 δ (CAMK2D)	CA07	\$400.00
Abl1 [M351T]	AB07	\$600.00	CaMK2 γ (CAMK2G)	CA08	\$600.00
Abl1 [Q252H]	AB08	\$600.00	CAMK3 γ	CA09	\$200.00
Abl2 (Arg)	AB09	\$200.00	CAMK4	CA10	\$200.00
ACK	AC01	\$200.00	CAMK4 (CaMKIV)	CA11	\$400.00
ACVR1 (ALK2)	AC02	\$400.00	CAMKK1 (CAMKKA)	CA12	\$200.00
ACVRL1	AC03	\$400.00	CAMKK2	CA13	\$200.00
ADRBK1 (GRK2)	AD01	\$200.00	CAMKK2 (CaMKK beta)	CA14	\$400.00
ADRBK2 (GRK3)	AD02	\$400.00	CDC42 BPA (MRCKA)	CD01	\$400.00
Akt1/PKB α	AK01	\$200.00	CDC42 BPB (MRCKB)	CD02	\$400.00
Akt1/PKB α [δ PH, S473D]	AK02	\$600.00	CDC7/ASK	CD03	\$600.00
Akt1/PKB α [δ PH]	AK03	\$600.00	CDK1/cyclin B1	CD04	\$400.00
Akt2/PKB β	AK04	\$200.00	CDK1/CyclinA2	CD05	\$200.00
Akt2/PKB β [δ PH, S474D]	AK05	\$600.00	CDK2/cyclin A	CD06	\$400.00
Akt3/PKB γ	AK06	\$200.00	CDK2/Cyclin E1	CD07	\$600.00
Akt3/PKB γ [S472D]	AK07	\$600.00	CDK2/CyclinA2	CD08	\$200.00
ALK1	AL01	\$200.00	CDK3/Cyclin E1	CD09	\$600.00
ALK4 (ACVR1B)	AL02	\$200.00	CDK4//Cyclin D3	CD10	\$600.00
AMPK α 1/ β 1/ γ 1 (PRKAA1/B1/G1)	AM01	\$200.00	CDK4/Cyclin D1	CD11	\$200.00
AMPK α 1/ β 1/ γ 2 (PRKAA1/B1/G2)	AM02	\$200.00	CDK5	CD12	\$600.00
AMPK α 1/ β 1/ γ 3 (PRKAA1/B1/G3)	AM03	\$200.00	CDK5/p25	CD13	\$200.00
AMPK α 1/ β 2/ γ 1 (PRKAA1/B2/G1)	AM04	\$200.00	CDK5/p35	CD14	\$400.00
AMPK α 2/ β 1/ γ 1 (PRKAA2/B1/G1)	AM05	\$200.00	CDK6//Cyclin D3	CD15	\$600.00
Ark5	AR01	\$600.00	CDK6/cyclin D1	CD16	\$400.00
Ask1 (MAP3K5)	AS01	\$200.00	CDK7/Cyclin H1/MAT1	CD17	\$200.00
Aurora A (AurA, AURKA)	AU01	\$200.00	CDK8/Cyclin C	CD18	\$400.00
Aurora B (AurB, AURKB, INCENP)	AU02	\$200.00	CDK9/Cyclin K	CD19	\$200.00
Aurora C (AurC, AURKC)	AU03	\$200.00	CDK9/Cyclin T1	CD20	\$400.00
Axl	AX01	\$200.00	CGK2 (PRKG2)	CG01	\$600.00
BARK1 (ADRBK1)	BA01	\$600.00	CHK1 (CHEK1)	CH01	\$200.00
BARK2 (ADRBK2)	BA02	\$600.00	CHK2 (CHEK2)	CH02	\$200.00
Blk	BL01	\$200.00	CK1 α (CSNK1A1)	CK01	\$400.00
BMPR1A (ALK3)	BM01	\$600.00	CK1 δ (CSNK1D)	CK02	\$400.00
BMPR1B (ALK6)	BM02	\$600.00	CK1 δ (CSNK1D) [1-294]	CK03	\$600.00
Bmx	BM03	\$200.00	CK1 ϵ (CSNK1E)	CK04	\$400.00
B-Raf	BR01	\$200.00	CK1 γ 1 (CSNK1G1)	CK05	\$400.00
B-Raf [δ 1-415]	BR02	\$600.00	CK1 γ 2 (CSNK1G2)	CK06	\$400.00
B-Raf [V599E]	BR03	\$200.00	CK1 γ 3 (CSNK1G3)	CK07	\$400.00
Brk (PTK6)	BR04	\$200.00	CK1 γ 3 (CSNK1G3)	CK08	\$400.00
BrSK1 (SAD1)	BR05	\$400.00	CK2 α 1 (CSNK2A1)	CK09	\$200.00
BrSK2	BR06	\$600.00	CK2 α 2 (CSNK2A2)	CK10	\$400.00
Btk	BT01	\$200.00	CLK1	CL01	\$200.00
Btk [E41K]	BT01	\$600.00	CLK2	CL02	\$200.00
Btk [R28H]	BT02	\$600.00	CLK3	CL03	\$400.00

Appendix 1 - List of Active Protein Kinases (Cont'd) - 2

Protein Kinase Name	Code	U.S. Price	Protein Kinase Name	Code	U.S. Price
CLK4	CL04	\$400.00	FGFR4	FG08	\$200.00
COT (MAP3K8)	CO01	\$200.00	Fgr	FG09	\$600.00
CRIK	CR01	\$600.00	Flt1 (VEGFR1)	FL01	\$400.00
Csk	CS02	\$200.00	Flt3	FL02	\$200.00
C-TAK1	CT01	\$600.00	Flt3 [D835Y]	FL03	\$400.00
CTK	CT02	\$600.00	Flt4 (VEGFR3)	FL04	\$200.00
DAPK1	DA01	\$200.00	Fms (CSF1R)	FM01	\$400.00
DAPK2	DA02	\$400.00	FRAP1 (mTOR)	FR01	\$600.00
DAPK3 (ZIPK)	DA03	\$200.00	FRK (PTK5)	FR02	\$400.00
DCAMKL1	DC01	\$600.00	Fyn	FY01	\$200.00
DCAMKL2 (DCK2)	DC02	\$400.00	GRK4	GR01	\$400.00
DDR1	DD01	\$600.00	GRK5	GR02	\$200.00
DDR2	DD02	\$200.00	GRK6	GR03	\$400.00
DLK (MAP3K12)	DL01	\$600.00	GRK7	GR04	\$600.00
DMPK1 (DMPK)	DM01	\$400.00	GSK3 α	GS01	\$200.00
DRAK1 (STK17A)	DR01	\$600.00	GSK3 β	GS02	\$400.00
DYRK1A	DY01	\$400.00	Haspin (GSG2)	HA01	\$200.00
DYRK1B	DY02	\$400.00	Hck	HC01	\$200.00
DYRK2	DY03	\$600.00	Hgk (MAP4K4)	HG01	\$400.00
DYRK3	DY04	\$400.00	HIPK1 (Myak)	HI01	\$200.00
DYRK4	DY05	\$400.00	HIPK2	HI02	\$200.00
eEF2K	EE01	\$400.00	HIPK3	HI03	\$200.00
EGFR (ErbB1)	EG01	\$400.00	HIPK3 (YAK1)	HI04	\$200.00
EGFR (ErbB1) [L858R]	EG02	\$400.00	HIPK4	HI05	\$600.00
EGFR (ErbB1) [L861Q]	EG03	\$400.00	IGF1R	IG01	\$400.00
EGFR (ErbB1) [T790M, L858R]	EG04	\$400.00	IGF1R [δ 1-958]	IG02	\$600.00
EGFR (ErbB1) [T790M]	EG05	\$400.00	IKK α (CHUK)	IK01	\$200.00
EIF2AK3 (PERK)	EI06	\$400.00	IKK β (IKBKB)	IK02	\$200.00
EphA1	EP01	\$200.00	IKK ϵ (IKBKE)	IK03	\$400.00
EphA2	EP02	\$400.00	INSRR (IRR)	IN01	\$200.00
EphA3	EP03	\$400.00	Insulin Rec. (INSR)	IN02	\$400.00
EphA4	EP04	\$400.00	IRAK1	IR01	\$600.00
EphA5	EP05	\$400.00	IRAK2	IR02	\$200.00
EphA6	EP06	\$600.00	IRAK4	IR03	\$400.00
EphA7	EP07	\$600.00	Itk	IT01	\$200.00
EphA8	EP08	\$600.00	JAK1	JA01	\$600.00
EphA8	EP09	\$400.00	JAK2	JA02	\$200.00
EphB1	EP10	\$600.00	JAK2 [JH1, JH2, V617F]	JA03	\$600.00
EphB2	EP11	\$400.00	JAK2 [JH1, JH2]	JA04	\$400.00
EphB3	EP12	\$200.00	JAK3	JA05	\$400.00
EphB4	EP13	\$200.00	JNK1a1 (MAPK8)	JN01	\$400.00
ErbB2 (HER2, Neu)	ER01	\$200.00	JNK2 α 2 (MAPK9)	JN02	\$600.00
ErbB4 (HER4)	ER02	\$400.00	JNK3 (MAPK10)	JN03	\$600.00
Erk1 (MAPK3)	ER03	\$600.00	KDR (VEGFR2)	KD01	\$400.00
Erk2 (MAPK1)	ER04	\$600.00	KHS1(MAP4K5)	KH01	\$400.00
Erk5 (MAPK7)	ER05	\$200.00	Kit	KI01	\$200.00
FAK (PTK2)	FA01	\$400.00	Kit [D816H]	KI02	\$600.00
Fer	FE01	\$200.00	Kit [D816V]	KI03	\$600.00
Fes (Fps)	FE02	\$200.00	Kit [T670I]	KI04	\$400.00
FGFR1 (FLT2)	FG01	\$200.00	Kit [V560G]	KI05	\$200.00
FGFR1 (FLT2) [V561M]	FG02	\$200.00	Kit [V654A]	KI06	\$200.00
FGFR2	FG03	\$400.00	Lck	LC01	\$200.00
FGFR2 [N549H]	FG04	\$600.00	LIMK1	LI01	\$200.00
FGFR3	FG05	\$200.00	LIMK2	LI02	\$400.00
FGFR3 [K650E]	FG06	\$400.00	LKB1 (MO25 α , STRAD α , STK11)	LK01	\$600.00
FGFR3 [K650M]	FG07	\$600.00	LOK (STK10)	LO01	\$600.00

Appendix 1 - List of Active Protein Kinases (Cont'd) - 3

Protein Kinase Name	Code	U.S. Price	Protein Kinase Name	Code	U.S. Price
LRRK2	LR01	\$600.00	MST4	MS07	\$200.00
LRRK2 [G2019S]	LR02	\$400.00	MUSK	MU01	\$200.00
LTK (TYK1)	LT01	\$400.00	MYLK2 (skMLCK)	MY01	\$400.00
Lyn A	LY01	\$200.00	MYO3 β	MY02	\$400.00
Lyn B	LY02	\$200.00	MYT1 (PKMYT1)	MY03	\$200.00
MKK5 (MEK5, MAP2K5)	MK01	\$600.00	NDR1 (STK38)	ND01	\$200.00
MAP3K14 (NIK)	MA01	\$600.00	NEK1	NE01	\$200.00
MEKK3 (MAP3K3)	ME01	\$200.00	NEK11 (FLJ23495)	NE02	\$200.00
MAP3K4	MA02	\$600.00	NEK2	NE03	\$200.00
MAP3K7-MAP3K7IP1 (TAK1-TAB1)	MA03	\$400.00	NEK3	NE04	\$200.00
GCK (MAP4K2)	GC01	\$400.00	NEK4	NE05	\$400.00
MAP4K4 (HGK)	MA04	\$600.00	NEK6	NE06	\$200.00
MAPKAPK2	MA05	\$400.00	NEK7	NE07	\$600.00
MAPKAPK3	MA06	\$400.00	NEK9	NE08	\$600.00
MAPKAPK5 (PRAK)	MA07	\$400.00	NLK	NL01	\$400.00
MARK1 (MARK)	MA08	\$400.00	NUAK1 (ARK5)	NU01	\$400.00
MARK2	MA09	\$400.00	p38 α (MAPK14)	MA13	\$200.00
MARK3	MA10	\$400.00	p38 α (MAPK14) [T106M]	MA14	\$400.00
MARK4	MA11	\$400.00	p38 β (MAPK11)	MA15	\$400.00
MATK (HYL)	MA12	\$400.00	p38 δ (MAPK13)	MA16	\$200.00
MEK1 (MKK1, MAP2K1)	ME01	\$200.00	p38 γ (MAPK12)	MA17	\$200.00
MEK1 (MKK1, MAP2K1) [S218E, S222E]	ME02	\$200.00	p70S6K (RPS6KB1)	RS01	\$400.00
MEK2 (MKK2, MAP2K2)	ME03	\$200.00	p70S6K (RPS6KB1) [T412E]	RS02	\$400.00
MEKK2 (MAP3K2)	ME04	\$200.00	p70S6K β (RPS6KB2)	RS03	\$400.00
MEKK3 (MAP3K2)	ME05	\$200.00	PAK1/CDC42	PA01	\$200.00
MELK	ME06	\$400.00	PAK2 (PAK65)	PA02	\$600.00
MERTK (Mer)	ME07	\$200.00	PAK3	PA03	\$200.00
Met	ME08	\$400.00	PAK4	PA04	\$200.00
Met [M1250T]	ME09	\$200.00	PAK6	PA05	\$200.00
Met [Y1235D]	ME10	\$400.00	PAK7 (KIAA1264, PAK5)	PA06	\$600.00
MGC42105	MG01	\$200.00	PAR-1Ba/MARK2	PA07	\$200.00
MINK1 (MINK)	MI01	\$200.00	PASK	PA08	\$400.00
MKK3 (MEK3, MAP2K3)	MK01	\$200.00	PBK (TOPK)	PB01	\$200.00
MKK4 (MEK4, MAP2K4)	MK02	\$400.00	PCTAIRE1 (PCTK1)	PC01	\$400.00
MKK6 (MEK6, MAP2K6)	MK03	\$200.00	PDGFR α	PD01	\$200.00
MKK6 (MEK6, MAP2K6) [S599D, T603D]	MK04	\$600.00	PDGFR α [550-end, D842V]	PD02	\$200.00
MKK7 α 1 (MEK7 α 1, MAP2K7A1)	MK05	\$400.00	PDGFR α [550-end, V561D]	PD03	\$400.00
MKK7 β 1 (MKK7 β 1, MAP2K7B1)	MK06	\$600.00	PDGFR α [D842V]	PD04	\$200.00
MLCK (MLCK2, MYLK)	ML01	\$200.00	PDGFR α [T674I]	PD05	\$600.00
MLK1 (MAP3K9)	ML02	\$200.00	PDGFR α [V561D]	PD06	\$400.00
MLK2 (MAP3K10)	ML03	\$200.00	PDGFR β	PD07	\$400.00
MLK3 (MAP3K11)	ML04	\$200.00	PDHK2 (PDK2)	PD08	\$600.00
MNK1 (MKNK1)	MN01	\$600.00	PDHK3 (PDK3)	PD09	\$200.00
MNK2 (MKNK2)	MN02	\$600.00	PDHK4 (PDK4)	PD10	\$600.00
MOS	MO01	\$600.00	PDK1	PD11	\$600.00
MRCK α (CDC42BPA)	MR01	\$600.00	PEK (EIF2AK3)	PE01	\$400.00
MRCK β (CDC42BPB)	MR02	\$200.00	PhK γ 1 (PHKG1)	PH01	\$400.00
MSK1 (RPS6KA5)	MS01	\$600.00	PhK γ 2 (PHKG2)	PH02	\$400.00
MSK2 (RPS6KA4)	MS02	\$600.00	Pim1	PI01	\$200.00
MSSK1 (STK23)	MS03	\$200.00	Pim2	PI02	\$600.00
MST1 (STK4)	MS04	\$600.00	Pim3	PI03	\$600.00
MST2 (STK3)	MS05	\$200.00	PKA α (PRKACA)	PK01	\$600.00
MST3 (STK24)	MS06	\$600.00	PKA β (PRKACB)	PK02	\$200.00

Appendix 1 - List of Active Protein Kinases (Cont'd) - 4

Protein Kinase Name	Code	U.S. Price	Protein Kinase Name	Code	U.S. Price
PKA γ (PRKACG)	PK03	\$600.00	SGK2	SG03	\$400.00
PKC μ (PRKD1)	PK04	\$400.00	SGK3 (SGKL)	SG04	\$600.00
PKC α (PRKCA)	PK05	\$400.00	SGT220	SG05	\$200.00
PKC β 1 (PRKCB1)	PK06	\$200.00	SGT222-25UG	SG06	\$200.00
PKC β 2 (PRKCB2)	PK07	\$200.00	SIK	SI01	\$200.00
PKC δ (PRKCD)	PK08	\$600.00	skMLCK (MYLK2)	SK01	\$400.00
PKC ϵ (PRKCE)	PK09	\$200.00	SLK (STK2)	SL01	\$200.00
PKC γ (PRKCG)	PK10	\$200.00	smMLCK (MYLK)	SM01	\$600.00
PKC η (PRKCH)	PK11	\$200.00	SNF1LK2 (QIK)	SN01	\$200.00
PKC ι (PRKCI)	PK12	\$200.00	SOK	SO01	\$200.00
PKC λ (PRKCL)	PK13	\$200.00	Src	SR01	\$200.00
PKC θ (PRKCQ)	PK14	\$200.00	Src [T341M]	SR02	\$600.00
PKC ζ (PRKCZ)	PK15	\$200.00	SRMS (Srm)	SR03	\$600.00
PKD1 (PRKD1)	PK16	\$200.00	SRPK1	SR04	\$600.00
PKD2 (PRKD2)	PK17	\$200.00	SRPK2	SR05	\$600.00
PKD3 (PRKD3, PRKCN)	PK18	\$200.00	STK16 (PKL12)	ST01	\$400.00
PKG1 α (PRKG1A)	PK19	\$200.00	STK25 (YSK1)	ST02	\$400.00
PKG1 β (PRKG1B)	PK20	\$200.00	STK33	ST03	\$200.00
PKG2 (PRKG2)	PK21	\$600.00	Syk	SY01	\$600.00
PKN1 (PRK1)	PK22	\$600.00	TAO2	TA01	\$400.00
PKN2 (PRK2)	PK23	\$200.00	TAO3	TA02	\$200.00
PKR (EIF2AK2)	PK24	\$200.00	TAOK1	TA03	\$400.00
PLK1	PL01	\$200.00	TAOK2 (TAO1)	TA04	\$400.00
PLK2	PL02	\$600.00	TAOK3 (JIK)	TA05	\$200.00
PLK3	PL03	\$200.00	TBK1	TB01	\$200.00
PLK4	PL04	\$400.00	TEC	TE01	\$400.00
PRKX	PR01	\$600.00	TESK1	TE02	\$200.00
PTK2B (FAK2)	PT01	\$600.00	TGF β R1 (TGFB1, ALK5)	TG01	\$600.00
PTK5	PT02	\$400.00	TGF β R2	TG02	\$600.00
Pyk2	PY01	\$400.00	Tie2 (Tek)	TI01	\$200.00
Raf1 [Y340E, Y341E]	RA01	\$400.00	Tie2 (Tek) [R849W]	TI02	\$200.00
Raf1 (truncated)	RA02	\$600.00	Tie2 (Tek) [Y1108F]	TI03	\$400.00
Raf1 [Y340D, Y341D]	RA03	\$200.00	Tie2 (Tek) [Y897S]	TI04	\$400.00
Ret	RE01	\$600.00	TLK2	TL01	\$400.00
Ret [V804L]	RE02	\$400.00	TNK1	TN01	\$600.00
Ret [V804M]	RE03	\$400.00	TNK2 (ACK)	TN02	\$600.00
Ret [Y791F]	RE04	\$600.00	TrkA (NTRK1)	TR01	\$200.00
RIPK2	RI01	\$200.00	TrkB (NTRK2)	TR02	\$200.00
RIPK5	RI02	\$400.00	TrkC (NTRK3)	TR03	\$600.00
ROCK1 (ROK β)	RO01	\$600.00	TSSK1 (STK22D)	TS01	\$200.00
ROCK2 (ROK α)	RO02	\$200.00	TSSK2 (STK22B)	TS02	\$200.00
RON (MST1R)	RO03	\$200.00	TTBK1	TT01	\$600.00
ROR1	RO04	\$600.00	TTK	TT02	\$600.00
ROR2	RO05	\$400.00	TXK	TX01	\$400.00
Ros	RO06	\$400.00	TYK2	TY01	\$200.00
Rse	RO07	\$200.00	TYRO3 (RSE)	TY02	\$200.00
RSK1 (RPS6KA1)	RS04	\$400.00	VRK1	VR01	\$600.00
RSK2 (RPS6KA3)	RS05	\$200.00	Wee1	WE01	\$600.00
RSK3 (RPS6KA2)	RS06	\$200.00	WNK1	WN01	\$200.00
RSK4 (RPS6KA6)	RS07	\$200.00	WNK2	WN02	\$600.00
SGK1	SG01	\$600.00	WNK3	WN03	\$600.00
SGK1 [δ 1-59, S422D]	SG02	\$200.00	WNK4	WN04	\$200.00

Appendix 1 - List of Active Protein Kinases (Cont'd) - 5

Protein Kinase Name	Code	U.S. Price
YES1	YE01	\$600.00
ZAK	ZA01	\$200.00
ZAP70	ZA02	\$600.00
ZIPK	ZI01	\$600.00

Form: **MSPS-SOF****MS PHOSPHORYLATION
SITE PROFILING****SERVICE ORDER FORM***Subject to terms of the Kinexus Proteomics Services Agreement***KINEXUS ORDER NUMBER**

For Kinexus internal use only.

CUSTOMER INFORMATION ☐ REPEAT CUSTOMER **OR** ☐ NEW CUSTOMER☐ Dr. ☐ Mr. ☐ Ms.

Name of Authorized Representative or Principal Investigator

Title/Position

Company Name or Institute

Department

Street Address

City

State or Province

Country

Zip or Postal Code

Email Address

(Area Code) Telephone Number

(Area Code) Facsimile Number

Contact Person (if different from Authorized Representative)

Email Address

(Area Code) Telephone Number

STUDY REPORTS**RESULTS SENT BY EMAIL TO:** ☐ AUTHORIZED REPRESENTATIVE/INVESTIGATOR **AND/OR** ☐ CONTACT PERSON**PRICING INFORMATION**

Services offered for phosphorylation site profiling of a protein substrate by mass spectrometry

PRICING*All prices in U.S Funds***THE MS PHOSPHORYLATION SITE PROFILING CAN BE CONDUCTED AS A PRELIMINARY STUDY OR AN ADVANCED STUDY.**

Preliminary non-confidential study with single kinase reaction carried out by Kinexus: \$1000 each x _____ = \$ _____

Preliminary non-confidential study with single kinase reaction carried out by Client: \$750 each x _____ = \$ _____

Preliminary confidential study with single kinase reaction carried out by Client: \$1125 each x _____ = \$ _____

Advanced non-confidential study with two kinase reactions carried out by Kinexus: \$1400 per set x _____ = \$ _____

Advanced non-confidential study with two kinase reactions carried out by Client: \$900 per set x _____ = \$ _____

Advanced confidential study with two kinase reactions carried out by Client: \$1350 per set x _____ = \$ _____

Estimated cost of this order (final cost will depend upon the costs of kinases and substrates) **Subtotal** = \$ _____

PROMOTIONAL DISCOUNT IF APPLICABLE (PROVIDE QUOTATION OR REFERENCE NUMBER) _____ - \$ _____

Subtotal = \$ _____

FOR CANADIAN CUSTOMERS ONLY: Add an additional 12% to the above total for HST (No. 893907329 RT0001): + \$ _____

TOTAL COST FOR THIS ORDER**TOTAL** = \$ _____

TOTAL AMOUNT PAYABLE IN U.S FUNDS

PAYMENT METHOD☐ PURCHASE ORDER ACCEPTED FROM COMPANIES AND INSTITUTES WITH APPROVED CREDIT. P.O. NUMBER: _____☐ VISA **OR** ☐ MASTERCARD

Print Cardholder Name

Visa Number

Expires (M/Y)

Cardholder Signature

BILLING INFORMATION☐ SEND INVOICE TO CUSTOMER AT ABOVE ADDRESS **OR** ☐ SEND INVOICE TO ACCOUNTS PAYABLE CONTACT:☐ Dr. ☐ Mr. ☐ Ms.

Accounts Payable Contact Name

Company Name or Institute

Street Address

City

State or Province

Country

Zip or Postal Code

(Area Code) Telephone Number

AUTHORIZATION

CUSTOMER HAS READ THE KINEXUS PROTEOMICS SERVICES AGREEMENT AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS:

Print Name of Authorized Representative or Principal Investigator

Authorized Signature

Date (Y/M/D)

How did you originally hear about the MSPS services? ☐ Direct Mail ☐ Email ☐ Web Site ☐ Advertisement ☐ Referral ☐ Conference or Trade Show ☐ Other

Form: **MSPS-SIF****MASS SPECTROMETRY PHOSPHOSITE PROFILING
SERVICE IDENTIFICATION FORM***Subject to terms of the Kinexus Service Agreement***KINEXUS ORDER NUMBER****NAME:** _____ **COMPANY/INSTITUTE:** _____
(Authorized Representative or Principal Investigator)

Clients have the choice of a preliminary study or an advanced study. This choice will depend upon the available knowledge level regarding the kinases and substrates, plus the specific objectives of the client.

Assistance with this decision can be obtained from our Technical Service Representatives by e-mail at info@kinexus.ca or by phone at 604-323-2547 Ext. 1. Background information on the phosphorylation sites and upstream kinases for the substrate protein is available free of charge from the Kinexus website PhosphoNET (www.phosphonet.ca).

SERVICE REQUESTED: <input type="checkbox"/> Preliminary Study, Non-confidential <input type="checkbox"/> Preliminary Study, Confidential <input type="checkbox"/> Advanced Study, Non-confidential <input type="checkbox"/> Advanced Study, Confidential Kinase reaction carried out by: <input type="checkbox"/> Kinexus <input type="checkbox"/> Client	A. CLIENT STUDY ID NAME: _____ <i>Provide Study ID name of your choice for your reference</i> KINEXUS ID NUMBER Bar Code Number. For Kinexus Internal Use Only.						
B. PROTEIN SUBSTRATE INFORMATION: <i>The following information is required for both non-confidential and confidential pricing.</i> Protein name: _____ UniProt ID number: _____ <i>Please also attach a completed NSDF-PI form with a more complete description of the protein to be used in this study. If you desired Kinexus to carry out an in vitro phosphorylation of this protein, please complete Section C below.</i>							
C. PROTEIN KINASE INFORMATION: <i>Please attach a completed NSDF-KI (non-confidential) or CSDF-KI (confidential) form with a description of the protein kinase to be used in the study if it is to be supplied by the client.</i> <i>For a protein kinase sourced from Kinexus, please provide from the list in Appendix 1, the name, code and price shown for the protein kinase to be tested.</i> <table><thead><tr><th>Protein Kinase Name</th><th>Code</th><th>U.S. Price</th></tr></thead><tbody><tr><td>1. _____</td><td>_____</td><td>_____</td></tr></tbody></table>		Protein Kinase Name	Code	U.S. Price	1. _____	_____	_____
Protein Kinase Name	Code	U.S. Price					
1. _____	_____	_____					
D. ADDITIONAL INFORMATION: For special instructions or situations requiring immunocapture. Attach additional pages if necessary. _____ _____							

Print Name of Person Completing this Form

Signature

Date (Y/M/D)



KINEXUS

CLIENT-SUPPLIED NON-CONFIDENTIAL KINASE DESCRIPTION FORM

Subject to terms of the Kinexus Service Agreement

Form: **NSDF-KI**

KINEXUS ORDER NUMBER

NAME: _____ **COMPANY/INSTITUTE:** _____
(Authorized Representative or Principal Investigator)

CUSTOM KINASE SUBSTRATE PROFILING SERVICE REQUESTED: (WITH CLIENT SUPPLIED KINASE)

Clients have the option of using their own purified protein kinases for our custom Kinase Substrate Profiling services with non-confidential pricing if they fully describe the name, purity and source of the kinase (including full name, UniProt ID number, the animal species for which the amino acid sequence of the kinases is from, the species that the kinase was expressed in if it is recombinant, and the vendor's name and catalogue number if it is commercially sourced). Please note that in the event that clients do not wish to disclose the source or nature of the antibodies that they are providing, then Confidential Pricing may apply and they must complete a NSDF-KI form instead. Please check the appropriate tick boxes.

A. CLIENT SCREEN ID NAME: Client ID: _____ <i>Use the Client Screen ID Name that you entered on the Service Identification Form (SIF)</i> <i>Clients should provide at least enough active kinase for making at least 1 ml of assay solution at the desired final concentration</i>	B. KINASE IDENTIFICATION: Client Name for Kinase: _____ Concentration: _____ Volume: _____ Recommended dilution for enzyme assay: _____
C. KINASE DESCRIPTION: Kinase name: _____ UniProt ID number: _____ Species of origin: (based on amino acid sequence): <input type="checkbox"/> Human <input type="checkbox"/> Cow <input type="checkbox"/> Rat <input type="checkbox"/> Mouse <input type="checkbox"/> Rabbit <input type="checkbox"/> Other – Provide name: _____ Purity Description: _____	KINEXUS ID NUMBER (FOR INTERNAL USE ONLY) <i>(Bar Code Identification Number)</i> D. COMMERCIAL SOURCE OF KINASE: (if applicable) Supplier Name: _____ Supplier Catalog Number: _____ Supplier Lot Number: _____
E. RECOMBINANT KINASE INFORMATION: (if applicable) Species for expression: _____ Mutation or tagging: _____	F. SPECIAL INSTRUCTIONS – Handling and assay of kinase: _____ _____ _____

I hereby certify that all of the information about the protein kinases that I provided in this order is correct and accurate to the best of my knowledge.

Name of person completing this form

Signature

Date (m/d/y)



KINEXUS

CLIENT-SUPPLIED CONFIDENTIAL KINASE DESCRIPTION FORM

Subject to terms of the Kinexus Service Agreement

Form: **CSDF-KI**

KINEXUS ORDER NUMBER

NAME: _____ **COMPANY/INSTITUTE:** _____
(Authorized Representative or Principal Investigator)

CUSTOM KINASE SUBSTRATE PROFILING SERVICE REQUESTED: (WITH CLIENT SUPPLIED KINASE)

Clients have the option of using their own purified protein kinases for the Custom Kinase Substrate Profiling analysis at a substantial discount if they fully describe the name, purity and source of the kinase (including full name, Swiss-Prot ID number, the animal species for which the kinase is from, the species that the kinase was expressed in if it is recombinant, and the vender's name and catalogue number if it is commercially sourced). In this event, clients should instead complete a CKSP-NKDF-1 form. This form applies in the event that clients do not wish to disclose the source or nature of the kinases that they are providing, and Confidential Pricing must apply. Please check the appropriate tick boxes.

A. CLIENT SCREEN ID NAME: CLIENT ID: _____ <i>Use the Client Screen ID Name that you entered in Box C on the "Custom Kinase Substrate Profiling Identification Form" (CKSP-SIF-01)</i>	B. KINASE IDENTIFICATION: Client Name for Kinase: _____ Concentration: _____ Volume: _____ Recommended dilution for enzyme assay: _____ <i>Clients should provide at least enough active kinase for making at least 800 µl of assay solution at the desired final concentration.</i>
C. SPECIES OF KINASE ORIGIN: (based on amino acid sequence) <input type="checkbox"/> Human <input type="checkbox"/> Cow <input type="checkbox"/> Mouse <input type="checkbox"/> Rabbit <input type="checkbox"/> Rat <input type="checkbox"/> Other – Provide common name: _____ Purity Description: _____	KINEXUS ID NUMBER (FOR INTERNAL USE ONLY) (Bar Code Identification Number) D. SPECIAL INSTRUCTIONS FOR HANDLING AND ASSAY OF KINASE: _____ _____

A. CLIENT SCREEN ID NAME: CLIENT ID: _____ <i>Use the Client Screen ID Name that you entered in Box C on the "Custom Kinase Substrate Profiling Identification Form" (CKSP-SIF-01)</i>	B. KINASE IDENTIFICATION: Client Name for Kinase: _____ Concentration: _____ Volume: _____ Recommended dilution for enzyme assay: _____ <i>Clients should provide at least enough active kinase for making at least 800 µl of assay solution at the desired final concentration.</i>
C. SPECIES OF KINASE ORIGIN: (based on amino acid sequence) <input type="checkbox"/> Human <input type="checkbox"/> Cow <input type="checkbox"/> Mouse <input type="checkbox"/> Rabbit <input type="checkbox"/> Rat <input type="checkbox"/> Other – Provide common name: _____ Purity Description: _____	KINEXUS ID NUMBER (FOR INTERNAL USE ONLY) (Bar Code Identification Number) D. SPECIAL INSTRUCTIONS FOR HANDLING AND ASSAY OF KINASE: _____ _____

I hereby certify that all of the information about cell/tissue samples and kinases that I provided in this order is correct and accurate to the best of my knowledge.

Name of person completing this form

Signature

Date (m/d/y)



KINEXUS

Form: **NSDF-P**

**FOR PROTEINS
AND PEPTIDES**

CLIENT-SUPPLIED NON-CONFIDENTIAL SAMPLE DESCRIPTION FORM

Subject to terms of the Kinexus Proteomics Services Agreement

KINEXUS ORDER NUMBER

NAME: _____ **COMPANY/INSTITUTE:** _____
(Authorized Representative or Principal Investigator)

Non-Confidential Service Requested and Protein or Peptide Sample Details:

Clients have the option of using their own purified proteins and peptides for Kinexus' Proteomics Services with Non-Confidential Pricing if they fully describe the name, purity and source of these proteins (including full name, UniProt ID number, the species that the proteins were expressed in if it is recombinant, the vendor's name and catalogue number if it is commercially sourced) or peptides (with full amino acid sequence). Please note that in the event that clients do not wish to disclose the source or nature of the proteins or peptides they are providing, then Confidential Pricing must apply and they must complete a CSDF-P form instead.

A. CLIENT SCREEN ID NAME + KINEXUS SERVICES NAME: CLIENT ID: _____ KINEXUS PROTEOMICS SERVICES NAME: _____ <i>Use the Client ID Name that you entered in Box B on the Service Identification Form (SIF). The Kinexus Proteomics Services abbreviated name should be used from the SIF.</i>	B. PROTEIN OR PEPTIDE IDENTIFICATION: Client Name for Protein or Peptide: _____ Concentration (mg/ml): _____ Volume (µl): _____ Recommended final dilution for assay: _____
C. PROTEIN DESCRIPTION: Protein name: _____ UniProt ID number: _____ Species of origin: (based on amino acid sequence): <input type="checkbox"/> Human <input type="checkbox"/> Cow <input type="checkbox"/> Rat <input type="checkbox"/> Mouse <input type="checkbox"/> Rabbit <input type="checkbox"/> Other – Provide name: _____ Purity Description: _____	<div style="background-color: #f2f2f2; padding: 5px;"> KINEXUS ID NUMBER (FOR INTERNAL USE ONLY) (Bar Code Identification Number) </div> D. COMMERCIAL SOURCE: (if applicable) Supplier Name: _____ Supplier Catalogue Number: _____ Supplier Lot Number: _____
E. RECOMBINANT KINASE INFORMATION: (if applicable) Species for expression: _____ Mutation or tagging: _____	F. PEPTIDE INFORMATION: (if applicable) Amino acid sequence of peptide (use single letter): _____
G. SPECIAL INSTRUCTIONS – Handling and assay:	

A. CLIENT SCREEN ID NAME + KINEXUS SERVICES NAME: CLIENT ID: _____ KINEXUS PROTEOMICS SERVICES NAME: _____ <i>Use the Client ID Name that you entered in Box B on the Service Identification Form (SIF). The Kinexus Proteomics Services abbreviated name should be used from the SIF.</i>	B. PROTEIN OR PEPTIDE IDENTIFICATION: Client Name for Protein or Peptide: _____ Concentration (mg/ml): _____ Volume (µl): _____ Recommended final dilution for assay: _____
C. PROTEIN DESCRIPTION: Protein name: _____ UniProt ID number: _____ Species of origin: (based on amino acid sequence): <input type="checkbox"/> Human <input type="checkbox"/> Cow <input type="checkbox"/> Rat <input type="checkbox"/> Mouse <input type="checkbox"/> Rabbit <input type="checkbox"/> Other – Provide name: _____ Purity Description: _____	<div style="background-color: #f2f2f2; padding: 5px;"> KINEXUS ID NUMBER (FOR INTERNAL USE ONLY) (Bar Code Identification Number) </div> D. COMMERCIAL SOURCE: (if applicable) Supplier Name: _____ Supplier Catalogue Number: _____ Supplier Lot Number: _____
E. RECOMBINANT KINASE INFORMATION: (if applicable) Species for expression: _____ Mutation or tagging: _____	F. PEPTIDE INFORMATION: (if applicable) Amino acid sequence of peptide (use single letter): _____
G. SPECIAL INSTRUCTIONS – Handling and assay:	

I hereby certify that all of the information about proteins or peptides that I provided with this order is correct and accurate to the best of my knowledge.

Name of person completing this form

Signature

Date (y/m/d)

COMMERCIAL INVOICE

DATE OF EXPORTATION		EXPORT REFERENCES		
SHIPPER/EXPORTER		CONSIGNEE Kinexus Bioinformatics Corporation Suite 1 8755 Ash Street Vancouver, B.C. Canada V6P 6T3 Telephone: (604) 323-2547 Facsimile: (604) 232-2548 Email: info@kinexus.ca		
COUNTRY OF EXPORT		TERMS OF SALE Not for resale, sample for analysis		
COUNTRY OF ORIGIN		PURPOSE Research and development		
COUNTRY OF ULTIMATE DESTINATION Canada		EXPORTING CARRIER		
INTERNATIONAL AIR WAYBILL NUMBER				
Courier Name:		Number:		
NO. OF PKGS	TYPE OF PACKAGING	QUANTITY OF SAMPLES	COMPLETE AND ACCURATE COMMODITY DESCRIPTION	UNIT VALUE
	<input type="checkbox"/> FedEx Letter <input type="checkbox"/> FedEx Pak <input type="checkbox"/> Box <input type="checkbox"/> Other	<i>Total number of 1.5 ml Eppendorf tubes:</i>	Non hazardous, non infectious protein for research and development diagnostic purposes. Samples are not for resale and there is no commercial value. Samples are packaged on Dry Ice, Class 9, UN 1845, Group 3 (____ X ____ kgs).	\$1.00 <i>per sample</i>
TOTAL NO. OF PACKAGES		TOTAL WEIGHT OF PACKAGES		TOTAL DECLARED VALUE \$

These commodities were exported from the Country indicated above in accordance with the Export Administration Regulations and are licensed for the ultimate designation shown. It is hereby certified that this commercial invoice shows the actual price of the goods described, that no other invoice has been or will be issued for these goods, and that all particulars are true and correct.

SIGNATURE AND STATUS OF AUTHORIZED PERSON

Print Name

Authorized Signature

Title

Date (month/day/year)

INCLUDE THREE (3) COPIES OF THIS INVOICE WITH YOUR SHIPMENT



PROTEOMICS SERVICES AGREEMENT

SERVICE AGREEMENT NO.

This Agreement is entered into effective as of the Effective Date by and between Kinexus Bioinformatics Corporation (“**Kinexus**”), a Canadian corporation with a principal place of business at Suite 1, 8755 Ash Street, Vancouver, British Columbia, Canada, V6P 6T3 **AND** the corporation or other entity (“**Customer**”) having the following name and business or institution address: _____

RECITALS

WHEREAS Kinexus is a bioinformatics company employing proprietary proteomics and bioinformatics services to create and interpret data to map protein signalling networks and compile databases with this knowledge to enable disease biomarker and therapeutics discovery.

WHEREAS the Customer desires to have Kinexus perform standard and/or customized proteomics services with materials and/or information provided by the Customer.

WHEREAS Kinexus is willing to provide these proteomics services under the terms and conditions set forth herein.

THEREFORE, in consideration of the premises and covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Kinexus and the Customer agree as follows:

1. DEFINITIONS

1.1 “Academic Collaborator” means a principal investigator, employed at a university or other not-for-profit academic research institution.

1.2 “Affiliate” means any corporation or other entity that directly or indirectly controls, is controlled by or is under common control with a party to this Agreement. A corporation or other entity shall be regarded as in control of another corporation or entity if it owns or directly or indirectly controls more than fifty percent (50%) of the outstanding voting stock or other ownership interest of the other corporation or entity.

1.3 “Corporate Partner” means any Third Party which enters into an agreement with the Customer or its Affiliates involving the grant to such Third Party of rights for the development or commercialization of a product that was discovered, identified, selected, characterized or determined to have therapeutic or diagnostic use through use of the Proteomics Analyses provided to the Customer pursuant to this Agreement.

1.4 “Confidential Information” means any information or data received by a party (the “Receiving Party”) from the other party (the “Disclosing Party”) in connection with the performance of this Agreement that, if

disclosed in writing, is marked or otherwise identified by the Disclosing Party as confidential or, if disclosed orally is identified in writing by the Disclosing Party as confidential within ten (10) days following the disclosure. Confidential Information shall not include any information or data that the Receiving Party can demonstrate:

- (a) was generally available to the public before its disclosure to the Receiving Party or became generally available to the public after its disclosure to the Receiving Party, provided that such information or data did not become generally available to the public by means of an unauthorized act or omission of the Receiving Party;
- (b) was already in the possession of the Receiving Party before its disclosure under this Agreement, as demonstrated by Receiving Party's written records, provided that such information or data was not obtained directly or indirectly from the Disclosing Party under an obligation of confidentiality;
- (c) was disclosed to the Receiving Party, whether before or after its disclosure under this Agreement, by a Third Party, provided that such information or data was not obtained directly or indirectly from the Disclosing Party under an obligation of confidentiality; or
- (d) was independently developed or discovered by employees or agents of the Receiving Party without any use of Confidential Information of the Disclosing Party as demonstrated by Receiving Party's written records.

All of the Proteomics Services technologies provided by Kinexus will be deemed to have been identified as proprietary and considered the Confidential Information of Kinexus.

1.5 "Contact" means the contact person of the Customer that is designated on the Service Order Forms, who is deemed to have the authority to deliver Samples, Service Order Forms, Service Information Forms, and Sample Description Forms to Kinexus, on behalf of the Customer, under this Agreement.

1.6 "Proteomics Analyses" means one or more of the Custom and Standard Proteomics Services offered by Kinexus that may permit the identification and/or quantification of proteins, their phosphorylation states, their interactions with proteins, peptides, and other compounds, and the regulation of their functional activities by these agents.

1.7 "Proteomics Products" means the products of the Custom Proteomics Services offered by Kinexus to manufacture one or more proteins using recombinant DNA technology, and designer peptides by chemical synthesis.

1.8 "Sample" means a lysate or semi-purified fraction from cells and tissues, a protein, and/or a compound provided to Kinexus by the Customer, which the Customer has prepared and shipped in a manner that it can be properly used by Kinexus for the Proteomics Analyses. Samples for Proteomics Analyses may also be provided by Kinexus at the request of the Customer.

1.9 "Sample Description Form" means the Kinexus form to be completed by the Customer to provide information on the nature of each Sample submitted for the Proteomics Analyses. It is included in the Proteomics Services Customer Information Package with this Agreement, and may be amended from time to time as updated on the Kinexus website.

1.10 "Antibody" means the immunoglobulin reagent that permits detection of a target protein or phosphorylation site.

1.11 "Antibody Description Form" means the Kinexus form to be completed by the Customer to provide information on the nature of each Antibody submitted by the Customer for the Proteomics Analyses. It is included

in the Proteomics Services Customer Information Package with this Agreement, and may be amended from time to time as updated on the Kinexus website.

1.12 "Service Order Form" means the Kinexus form to be completed by the Customer to provide Kinexus with the Customer's contact and billing information for the Proteomics Analyses or Proteomics Products. This form indicates the level of confidentiality requested by the Customer. It is included in the Proteomics Services Customer Information Package with this Agreement, and may be amended from time to time as updated on the Kinexus website.

1.13 "Service Information Form" means the Kinexus form to be completed by the Customer to provide Kinexus with a specific listing of the Samples to be tested for the Proteomics Analysis or a specific description of the Proteomics Products that are requested. It is included in the Proteomics Services Customer Information Package with this Agreement, and may be amended from time to time as updated on the Kinexus website.

1.14 "Report" means the underlying raw data and the report provided to The Customer hereunder consisting of the Proteomic Analyses of Samples, including, but not limited to tables of the experimental results. For Proteomics Products, the Report may include raw data confirming the composition and purity of the Proteomics Products.

1.15 "Field of Use" means use by Kinexus and its Affiliates and Academic Collaborators of data from the Report for research and commercial purposes relating to the creation and interpretation of knowledge about the composition, architecture and operation of cell signalling networks, improving its Proteomics Services, and the compilation of databases that may become accessible to Third Parties on-line over the Internet.

1.16 "Third Party" means any entity other than Kinexus', Kinexus' Affiliates, the Customer and the Customer's Affiliates.

1.17 "Effective Date" means the date of the last signature on this Agreement.

2. REQUEST FOR AND DELIVERY OF PROTEOMICS SERVICES

2.1 Request for Proteomics Services. From time to time, over the Term of this Agreement (as defined in Section 6.1 herein), the Customer can engage Kinexus to provide its Proteomics Analyses or Proteomics Products. After submission of a quotation from Kinexus to the Customer, by delivery to Kinexus of a Service Order Form, a Service Information Form and a Sample Description Form with Samples as appropriate, the Customer hereby requests and authorizes Kinexus to perform Proteomics Services and deliver the results of these services to the Customer, pursuant to the terms and conditions in this Agreement. In the case of Customer requested Proteomics Analyses, this would include the delivery of a Report. In the case of Customer requested Proteomics Products, this would include the delivery of the Proteomics Products and a Report.

2.2 Representation and Warranty. The Customer represents and warrants that: (a) it has all right and authority to provide the Sample to Kinexus for analysis under the terms and conditions of this Agreement, (b) it collected the Sample lawfully and with all necessary consents and approvals, and (c) that the collection, use and disclosure of the Sample by Kinexus pursuant to this Agreement will not violate the rights of any Third Party.

2.3 Delivery Conditions for Customer Sample. The Customer shall be responsible for making shipping arrangements to deliver Samples to Kinexus. The Customer shall also be responsible for complying with all applicable laws and regulations (including but not limited to customs requirements and relevant handling procedures and protocols) and obtaining any and all permits, forms or permissions that may be required by all regulatory authorities to ship and deliver the Sample; to Kinexus and for Kinexus to accept delivery of the Sample.

2.4 Processing and Delivery of Report and Proteomics Products. Subject to the terms of this Agreement, Kinexus shall analyze Samples with the Customer-specified Proteomics Services or produce Customer-specified Proteomics Products, and deliver a Report to the Customer as requested on the Service Order Form and Service Information Form.

2.5 Quality of Samples for Proteomics Analyses. Kinexus shall not deliver a Report on any Sample that Kinexus, in its sole discretion, believes has not been prepared and delivered in a manner that would compromise its ability to provide a reliable result. Under such a circumstance, the Sample will be destroyed by Kinexus after ten (10) days notification by e-mail to the Customer or at the request of the Customer prior to the scheduled destruction of the Sample, it will be returned to the Customer provided that the Customer agrees to reimburse Kinexus for the courier costs for its delivery.

3. PAYMENTS

3.1 Payments for Proteomics Services. For each Proteomics Analyses and Proteomics Product requested under this Agreement, the Customer shall pay to Kinexus a fee in accordance with the amount specified on the Service Order Form and the Service Identification Form for the requested service, which may be amended from time to time as updated on Kinexus' website. This amount will be based on a formal quotation issued by Kinexus to the Customer. In the absence of a formal quotation, the pricing will be based on the pricing specified in the latest versions of the Customer Information Packages for Proteomics Services that are downloadable from the Kinexus website (www.kinexus.ca). The category of pricing depends on the level of requested confidentiality for analysis:

- (a) Non-Confidential Analyses. If the Samples are provided by the Customer, then all of the Sample information on the Client Supplied **Non-Confidential** Sample Description Form is completed and **is not** designated as Confidential Information on the Service Identification Form. If Antibodies are supplied by the Customer, then all of the Antibody information on the Client Supplied Antibody Description Form (see example in Appendix) must be completed and **is not** designated as Confidential Information on the Service Identification Form.
- (b) Confidential Analyses. If the Samples are provided by the Customer, then all of the Sample information on the Client Supplied **Confidential** Sample Description Form must be completed and **is** designated as Confidential Information on the Service Identification Form.

3.2 The Customer shall issue a purchase order or provide a charge account at the time the Customer sample arrives at Kinexus' offices at Suite 1, 8755 Ash Street, Vancouver, British Columbia, Canada, V6P 6T3. Kinexus will invoice Customer when the Proteomics Analyses or Proteomics Products are complete and delivered to Customer. Payment terms are net 30 days from date of invoice.

3.3 Interest on Late Payments. Any overdue payments by the Customer to Kinexus under this Agreement shall bear interest, to the extent permitted by applicable law at 18% per annum, calculated on the total number of days payment is delinquent; provided, however, that interest shall not accrue pursuant to this Section 3.3 on any amounts payable under this Agreement with respect to which payment is disputed in good faith; provided, further that interest shall accrue pursuant to this Section 3.3 once such dispute has been resolved if payment is not made promptly thereafter.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Ownership of Sample Information. The Customer owns all rights to the Sample information provided to Kinexus. For Non-Confidential Proteomics Analyses, the Customer grants Kinexus a non-exclusive, royalty-free fully paid up worldwide perpetual license to use, copy, publish, compile, display, communicate, modify, translate and otherwise exploit (and authorize Third Parties to do any of the foregoing) to use the information on the Client Supplied **Non-Confidential** Sample Description Form in the Field of Use, provided that the Customer's identity is not linked to, or otherwise disclosed with respect to, such data.

4.2 Ownership of Report. The Customer shall own the data in the Report. For Non-Confidential Proteomics Analyses, the Customer grants Kinexus a non-exclusive, royalty-free fully paid up worldwide perpetual license to use, copy, publish, compile, display, communicate, modify, translate and otherwise exploit (and authorize Third Parties to do any of the foregoing) data from the Report in the Field of Use.

4.3 Confidentiality of Sample Information. Kinexus will have no rights with respect to the Confidential Sample information until the Sample information is published or otherwise enters the public domain. Thereafter, Kinexus can use the results of the Proteomics Analyses of the Customer Samples for its internal research and development programs.

4.4 Ownership of Proteomics Products. The Customer owns the Proteomics Products that have been delivered to the Customer in the amounts specified in the Service Order Form and the Service Information Form. Kinexus owns any excess Proteomics Products and may dispose of these in its best interests.

4.5 Ownership of New Intellectual Property.

- (a) The Customer shall own and have rights to all inventions, discoveries, improvements, know-how, technical information, data or other technology discovered, conceived, made, developed and/or reduced to practice through the use of the data in the Report and Proteomics Products solely by employees of the Customer or jointly with its Affiliates;
- (b) Kinexus shall own and have rights to all inventions, discoveries, improvements, know-how, technical information, data or other technology discovered, conceived, made, developed and/or reduced to practice through the use of the data in the Report and Proteomics Products solely by employees of Kinexus or jointly with its Affiliates.

4.6 Non-Exclusive License to Preserve Kinexus Proteomics Services Freedom of Operation. In the event one or more claims of an issued patent arising from the use of a Report by the Customer, its Affiliates, Academic Collaborators or Corporate Partners would, absent a license from the Customer or its Affiliates, prevent Kinexus from using or permitting others to use the Kinexus Proteomics Services or any data therein, then the Customer and/or its Affiliates (as applicable) shall grant to Kinexus a non-exclusive, royalty-free fully-paid up perpetual license, including the right to grant sublicenses, under any such patent claim to use and permit others to use the Proteomics Services.

5. CONFIDENTIALITY

5.1 Confidentiality. Each Receiving Party shall treat the Confidential Information of the Disclosing Party as strictly confidential and (a) take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions such as the Receiving Party employs with respect to its own confidential information), (b) not disclose or make available to any Third Party such Confidential Information without the express prior written consent of the Disclosing Party and (c) use such Confidential Information only for purposes specifically authorized under this Agreement. Each Receiving Party may disclose Confidential

Information to its employees, consultants, Affiliates and agents, and to licensees or prospective licensees of its rights to any invention, on a need-to-know basis and on the condition that such employees, Affiliates, agents, licensees and prospective licensees are obligated to maintain the confidentiality of the Confidential Information under written agreements that contain terms and conditions no less restrictive than the terms and conditions of this Section 5. Each Receiving Party may disclose Confidential Information of the Disclosing Party pursuant to a demand issued by a court or governmental agency or as otherwise required by law, provided, however, that the Receiving Party notifies the Disclosing Party promptly upon receipt thereof, giving the Disclosing Party sufficient advance notice to permit it to seek a protective order or other similar order with respect to such Confidential Information, and provided, further, that the Receiving Party furnishes only that portion of the Confidential Information which it is advised by counsel is legally required whether or not a protective order or other similar order is obtained by the Disclosing Party.

5.2 Publication. The Customer may publish and/or present the Report, abstracts or manuscripts generated utilizing the Report, and any data and/or results generated by the Customer utilizing the Report. The Customer is encouraged to disclose in scientific publications any Proteomics Analyses that were performed by Kinexus and any Proteomics Products were produced by Kinexus that meaningfully contributed to the described work. Please refer to “Kinexus Bioinformatics Corporation (Vancouver, Canada).” For all Samples submitted for analysis and identified as Non-Confidential by the Customer, Kinexus will not use, copy, publish, compile, display, communicate, modify, or translate the Sample Information or the data from the Report for a period of 180 days (6 months) following the return of the Report to the Customer. At any time, the Customer may opt to pay the difference in price between the Non-Confidential pricing level to the Confidential pricing level for each applicable Sample, to ensure the confidentiality status of such sample is changed.

5.3 Confidential Sample Information. All parties agree that the term of confidentiality pertaining to that Sample information will expire when the Sample information is published or otherwise enters public domain through no fault of Kinexus.

5.4 Use of Customer Name. Except as expressly provided in Section 9.5, no right or license is granted hereunder by Customer for Kinexus to use the Customer’s name in relation to data from a Report to a third party.

6. TERM AND TERMINATION

6.1 Term. The term of this Agreement (“**Term**”) shall commence on the Effective Date and shall remain in effect for fifteen (15) years or until the termination of this Agreement pursuant to the terms hereof.

6.2 Early Termination. Each party shall have the right to terminate this Agreement at any time prior to Kinexus' delivery of a Report or Proteomics Product to the Customer hereunder, upon ten (10) days written notice to the other party, if such party reasonably determines that the production, or use of such Sample infringes intellectual property rights of any Third Party, and the Customer elects not to obtain a license under the necessary Third Party intellectual property rights at its sole expense. If this Agreement is terminated by either party pursuant to this Section 6.2, neither party shall have any obligation to the other with respect to payments under this Agreement regarding the Sample or Proteomics Product at issue.

Kinexus shall have the right to terminate any work order for any Proteomics Services upon ten (10) days written notice to the Customer, upon the identification of a technical difficulty related to the Sample or Proteomics Product which would prevent it from delivering the Report or Proteomics Product using reasonable efforts. If Kinexus terminates a work order as a result of a technical difficulty related to a Customer Sample that is the fault of Kinexus, Kinexus shall provide for the reanalysis of the same number of problematic Customer Samples for the Proteomics Analyses at the original agreed upon price without any additional expenses incurred by the Customer, or Kinexus shall repay any prepayment fee paid by the Customer for such a Customer Sample and neither party shall have any further obligation to the other with respect to that Customer Sample.

If Kinexus terminates a work order for Proteomics Analyses as a result of a technical difficulty related to the Customer Sample (including insufficient material or other problems associated with the quality of the Sample) that is the fault of the Customer, then Kinexus shall provide for the reanalysis of the problematic Customer Samples at the original agreed upon price without any additional expenses incurred by the Customer, provided Kinexus completes the full Proteomics Analyses for all Samples. For any subsequent resubmission of Customer Samples for Proteomics Analyses due to technical difficulty that is again the fault of the Customer, Kinexus shall provide for the reanalysis of the problematic Customer Samples at an additional charge per sample at a price mutually agreed by the Customer and Kinexus. If the Customer elects not to resubmit Samples for Proteomics Analyses, then the Customer will pay Kinexus an amount equivalent to 50% of the quoted price for the work performed by Kinexus to this point.

6.3 Events of Default. An event of default (an “Event of Default”) shall be deemed to occur upon a material breach of this Agreement by a party (including, without limitation, any breach of the provisions of Section 5) if the breaching party fails to remedy such breach within thirty (30) days after written notice thereof by the non-breaching party.

6.4 Effect of an Event of Default.

- (a) Remedies Available to Kinexus. If an Event of Default occurs relating to a material breach by the Customer, then Kinexus shall have the right, at its option exercisable in its sole discretion, in addition to any other rights or remedies available to it at law or in equity, to immediately terminate this Agreement upon notice thereof to the Customer, in which case the Customer shall return to Kinexus, or, upon Kinexus' written instruction, destroy any Report, Proteomics Products, and all information, other materials or documentation provided or made available by Kinexus pursuant to this Agreement, and any copies thereof (including electronic copies).
- (b) Remedies Available to the Customer. If an Event of Default occurs relating to a material breach by Kinexus, then the Customer shall have the right, at its option exercisable in its sole discretion, in addition to any other rights or remedies available to it at law or in equity and subject to the limitations set forth in Section 7, to terminate this Agreement upon notice thereof to Kinexus.

6.5 Effect of Expiration or Termination of Agreement. The expiration or termination of this Agreement shall not relieve the parties of any obligation accruing prior to such expiration or termination. Kinexus will not be required to continue Custom Immunohistochemistry Analyses on a Sample after termination, and the Customer will be required to pay for work done prior to termination. The provisions of Sections 4, 5, 6, 7, 8, and 9 hereof shall survive any expiration or termination of this Agreement.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

7.1 Disclaimer of Warranties. THE PROTEOMICS SERVICES ARE BEING SUPPLIED TO CUSTOMER WITH NO EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND DURABILITY. WITHOUT LIMITING THE FOREGOING, KINEXUS MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE REPORT, ANY PROTEOMICS PRODUCTS OR THE DATA THEREIN OR THE PERFORMANCE OF THIS AGREEMENT WILL NOT INFRINGE ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY THIRD PARTY.

7.2 Limitation of Liability. Kinexus shall not be liable for any use by the Customer, its Affiliates, Corporate Partners, or Academic Collaborators of the Report and any Proteomics Products or any loss, claim,

damage or liability, of whatever kind or nature, which may arise from or in connection with the use of the Report or the data therein, and any Proteomics Products. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE TO THE CONTRARY, NEITHER KINEXUS NOR CUSTOMER WILL BE LIABLE TO EACH OTHER WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. WITHOUT IN ANY WAY LIMITING THE FOREGOING, KINEXUS SHALL NOT, IN ANY EVENT, HAVE ANY LIABILITY WHATSOEVER IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF AN AMOUNT EQUAL TO THE FEES PAID TO KINEXUS BY CUSTOMER HEREUNDER IN RESPECT OF THE PROTEOMICS SERVICES AT ISSUE.

8. INDEMNIFICATION

Except to the extent prohibited by law, the Customer shall assume all liability for, and shall defend, indemnify and hold Kinexus, its Affiliates and their respective directors, officers, employees and agents harmless from, all claims, losses, damages or expenses (including reasonable attorneys' fees) arising directly or indirectly as a result of: (a) the use of the Report or the data therein and any Proteomics Products by the Customer or its Affiliates, Corporate Partners or Academic Collaborators, or (b) the breach, untruthfulness or inaccuracy of any of the Customer's representations and warranties in this Agreement.

9. MISCELLANEOUS

9.1 Entire Agreement. The Appendices to this Agreement, together with all terms and conditions contained within this Agreement constitute the entire understanding between the parties with respect to the subject matter hereof and, with respect to any conflicting terms from prior agreements between the parties, supersedes and cancels such conflicting sections from all previous registrations, agreements, commitments and writings in respect thereof. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by both parties hereto.

9.2 Assignment and Waiver. This Agreement may not be assigned or otherwise transferred by either party without the written consent of the other party, such consent will not be unreasonably withheld. Notwithstanding the foregoing, Kinexus may, without such consent, assign its rights and obligations under this Agreement (a) to any Affiliate or (b) to a Third Party in connection with a merger, consolidation or sale of such portion of its assets that includes rights under this Agreement provided, however, that Kinexus' rights and obligations under this Agreement shall be assumed by its successor in interest in any such transaction. In the event of such a transaction with Third Party, notwithstanding the other provisions of this Agreement, the intellectual property rights of such Third Party shall not be subject to the licenses granted by Kinexus under this Agreement. Any purported assignment in violation of the provisions of this Section 9.2 shall be void. Any permitted assignee shall assume all obligations of its assignor under this Agreement. The waiver by either party hereto of any right hereunder or the failure to perform or of a breach by the other party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other party whether of a similar nature or otherwise.

9.3 Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor or supply disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and

shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

9.4 Notices. Any consent, notice, or report required or permitted to be given or made under this Agreement by one of the notification parties hereto to the other shall be in writing, delivered personally, by email or by facsimile (and promptly confirmed by telephone, personal delivery or courier) or courier, postage prepaid (where applicable), addressed to such other party at its address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor and shall be effective upon receipt by the addressee.

If to Kinexus:

Kinexus Bioinformatics Corporation
Suite 1, 8755 Ash Street
Vancouver, British Columbia, Canada V6P 6T3
Attention: Dr. Steven Pelech
President & C.S.O.
Telephone: (604) 323-2547 extension 10
Facsimile: (604) 323-2548

If to the Customer:

To the Customer at the address designated at the front of this Agreement and to the attention of the duly authorized representative signing this Agreement.

9.5 Publicity. Except as required by law, the terms of this Agreement shall be treated as Confidential Information and shall not be disclosed to anyone (except for the parties' respective directors, officers, employees, consultants, agents and attorneys assisting in the review and negotiation of this Agreement and/or who have a need to know the terms of this Agreement) without the written consent of the other party, such consent which will not be unreasonably withheld. Notwithstanding the foregoing, (a) Kinexus may, without such consent, publicly announce the execution of this Agreement with the Customer and may reference the Customer as a Kinexus client.

9.6 No Partnership. It is expressly agreed that the relationship between Kinexus and the Customer shall not constitute a partnership, joint venture or agency. Neither Kinexus nor the Customer shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other, without the prior consent of the other party to do so.

9.7 Applicable Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with, the laws of the province of British Columbia and the laws of Canada, without reference to conflict of laws principles.

9.8 Dispute Resolution.

- (a) The parties hereby agree that they will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiations. If a controversy or claim should arise hereunder, the matter shall be referred to an individual designated by the Chief Executive Officer or President of Kinexus and an individual designated by the Chief Executive Officer (or the equivalent position) of the Customer (the "Representatives"). If the matter has not been resolved within twenty-one (21) days of the first meeting of the Representatives of the parties (which period may be extended by mutual agreement) concerning such matter, subject to rights to injunctive relief and specific performance, and unless otherwise specifically provided for herein, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled as set forth in Section 9.8(b).

- (b) All disputes arising in connection with this Agreement that are not resolved pursuant to Section 9.8(a) above shall be finally settled in Vancouver, British Columbia, by a single arbitrator appointed pursuant to the provisions of the *Commercial Arbitration Act* (British Columbia). Notwithstanding the above, either party has the right to bring an action in a court of competent jurisdiction against the other party for (i) any breach of such other party's duties of confidentiality pursuant to Section 5 of this Agreement; (ii) any infringement of its proprietary rights by the other party; and (iii) for interim protection such as, by way of example, an interim injunction. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction. The award of the arbitrator may include compensatory damages against either party, but under no circumstances will the arbitrator be authorized to, nor shall he/she, award punitive, consequential or incidental damages against either party. The parties agree not to institute any litigation or proceedings against each other in connection with this Agreement except as provided in this Section 9.8.

9.9 Severability. Each party hereby agrees that it does not intend to violate any public policy, statutory or common laws, rules, regulations, treaty or decision of any government agency or executive body thereof of any country or community or association of countries. Should one or more provisions of this Agreement be or become invalid, the parties hereto shall substitute, by mutual consent, valid provisions for such invalid provisions which valid provisions in their economic effect are sufficiently similar to the invalid provisions that it can be reasonably assumed that the parties would have entered into this Agreement with such valid provisions. In case such valid provisions cannot be agreed upon, the invalidity of one or several provisions of this Agreement shall not affect the validity of this Agreement as a whole, unless the invalid provisions are of such essential importance to this Agreement that it is to be reasonably assumed that the parties would not have entered into this Agreement without the invalid provisions.

9.10 Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered is an original, but both of which together shall constitute one and the same instrument.

9.11 Fax Delivery. This Agreement may be executed by the parties and transmitted by facsimile and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized officer to execute and deliver this Agreement as of the Effective Date.

Printed Name of Institute or Company

Per: _____
Signature of Authorized Representative

Name: _____
Printed Name of Authorized Representative

Title: _____
Printed Title of Authorized Representative

Date signed: _____

KINEXUS BIOINFORMATICS CORPORATION

Per: _____
Signature of Dr. Steven Pelech

Dr. Steven Pelech

President and Chief Scientific Officer

Date signed: _____