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CUSTOM SERVICES

SYNTHETIC PEPTIDE PRODUCTION CUSTOMER INFORMATION PACKAGE



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Custom Peptide Array Production (CPAP) Services

1. INTRODUCTION

As an important component of our unique integrated suite of proteomics services, Kinexus is pleased to offer custom peptide synthesis to assist our clients in their discovery programs. Peptides are useful tools for the development of antibodies, substrates and probing protein-protein and drug-protein interactions. This package contains all of the information and forms required for our clients to utilize our peptide synthesis services. For convenience, the various forms are available in fillable MS-Word versions that can be downloaded directly from the Kinexus website at <http://www.kinexus.ca/ourServices/proteinAndPeptide/index.html> or requested by e-mail from peptides@kinexus.ca.

We strive to provide our customers high quality, custom peptides in a cost-efficient manner. In contrast to biological systems, the chemical synthesis of peptides facilitates the introduction of D-amino acids, non-natural amino acids and other organic building blocks. Additionally, several modifications of the peptides and their amino acids are possible. Phosphorylations, cyclizations, acetylations and labeling with biotin or fluorophores are standard techniques in our facility. All synthesized peptides undergo a thorough quality control by HPLC and mass spectrometry.

We synthesis of peptides for clients in wide quantity range starting from 2 mg amounts. Our customers can choose between several purity grades:

- Crude - recommended for first screening tests
- 80% - for screening tests or immunization/antibody production tests
- 90% - for average binding tests
- 95% - for crystallization or sophisticated tests

Peptide synthesis is performed as solid-phase synthesis. Although it is possible to synthesize peptides with more than 80 amino acids, the highest success rates for this synthesis method are achieved with peptides with a length of maximum 35 amino acids. The success of the synthesis also depends on the precise sequence of the desired peptide. Even some 8mers are difficult, but not impossible to synthesize. Our success rate for peptide synthesis in 2009 was 97%.

2. TURNAROUND TIME

The Turnaround time is approximately 3 weeks for easy preparations. Difficult peptide synthesis cases and preparation of highly purified peptides may take up to 6 weeks. Every effort is made to provide the fastest turnaround possible.

3. PRICING INFORMATION

Our Custom Synthetic Peptide Production (CSPP) Services offers the production of peptides in different amounts and purities. The price of peptides depends on their length and their desired purity. The displayed prices are valid for peptides with up to 20 amino acids only. Since for peptides longer than 20 amino acids a higher amount of material is necessary in order to achieve a certain amount of purified peptide we will charge a higher price for long peptides.

Peptide synthesis (price per amino acid; in USD)

	Crude	80%	90%	95%
2 mg	3.20	11.50	13.50	17.00
5 mg	6.00	15.50	18.00	21.50
10 mg	9.50	20.50	24.50	29.00
20 mg	13.50	27.50	32.50	37.50
50 mg	21.50	37.50	44.00	50.50
100 mg	30.00	47.00	63.00	72.00

We also offer a great variety of peptide modifications. Here is a selection of those:

- Acetylation
- Biotinylation
- D-amino acids
- Non-natural amino acids
- Fluorescence labeling (e.g. FITC, FAM, TAMRA, Dabcyl)
- Phosphorylation (on distinct amino acids)
- C-C cyclization
- Amide cyclization
- Ion Exchange (TFA → Acetic Acid)
- Protein conjugation (KLH, BSA)

The displayed prices show only a selection of possible modification. For prices for other amounts, modifications or the insertion of non-standard amino acids/organic building blocks please contact contact Dr. Dirk Winkler at peptides@kinexus.ca for pricing.

We will aliquot the peptide for an additional charge of USD 2.00 per aliquot.

Every peptide will be delivered with the corresponding analytical data sheet. If additionally requested, the HPLC and mass spectrometry data sheets of the QC of the peptides are available USD 20.00 per peptide.

3. FORMS TO BE COMPLETED

The order forms to be completed to utilize our peptide synthesis services are provided in the Appendices Section of this Customer Information Package. Fillable MS-Word versions of these forms are directly downloadable from the Kinexus website at <http://www.kinexus.ca/ourServices/proteinAndPeptide/index.html> and by request by e-mail or by phone. Please contact Dr. Dirk Winkler by email at peptides@kinexus.ca or by phone at 604-323-2547 Ext.17 for all enquiries related to peptide synthesis technical/research issues, work orders, service fees or request of fillable order forms.

All customers are required to complete the following forms for each order placed:

- A. Kinexus Proteomics Services Agreement. Customers are required to complete and sign our standard Kinexus 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.
- B. Service Order Form (CSPP-SOF). The Service Order Form (SOF) allows us to obtain client contact and billing information and establish the cost of the order.
- C. Service Identification Form (CSPP-SIF). The Service Identification Form (SIF) permits us to determine which specific Custom Peptide Array Production Services are requested.

A. Kinexus Proteomics Services Agreement

- A signed Kinexus Proteomics Services Agreement is required before your first order with Kinexus 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.

B. Service Order Form (CSPP-SOF)

Please ensure:

- Shipping address and contact name and numbers are specified.
- Billing information is completed.
- Any promotional vouchers or quotations are listed in the billing sections.
- Include a Purchase Order, Visa or MasterCard number for payment.
- The form is signed and dated.

C. Service Identification Forms (CSPP_-SIF)

Note that:

- The service identification forms (SIF) allows us to track all of the various services to be used within an order. For each of the different array types there is a separate order form:
 - i. CSPP1-SIF Form – Custom Synthetic Peptide Production (for 10 or less peptides)
 - ii. CSPP2-SIF Form – Custom Synthetic Peptide Mass Production (for 11 or more peptides)
- For each CSPP1 service used, please assign a unique name (Client ID Name) to be entered on the Service Order Form (CSPP-SOF).

When Kinexus received the all information complete and correct, you will receive a confirmation of the specifics for your order, including pricing. We will not proceed with your order until we have received verification of your approval to go ahead and process your order.

4. RELATED AND FOLLOW UP SERVICES

Kinexus offers also customized synthesis of peptide arrays for our clients. These peptide array-based services include the following:

- CPAP1 - Epitope Mapping
- CPAP2 - Substitution Analysis
- CPAP3 - Truncation Analysis
- CPAP4 - Random Peptide Library
- CPAP5 - Combinatorial Library
- CPAP6 - Cluster Peptide Library
- CPAP7 - Loop Scan
- CPAP8 - Customized Peptide Library

- CPAPA - CelluSpots Custom Peptide Array
- CPAPB - CelluSpots Kinase Substrate Array

Customers interested in these peptide array-based services should download our Custom Peptide Array Production (CPAP) Customer Information Package from the homepage of the Kinexus website at www.kinexus.ca.

Synthetic peptides that are produced as kinase substrates or pseudo-substrate inhibitors with our services can be tested for their ability to bind to a wide range of protein kinases with our Kinex™ Protein Kinase Microarray (KPKM) Services.



Form: CSPP-SOF

CUSTOM SYNTHETIC PEPTIDE PRODUCTION

SERVICE ORDER FORM

Subject to terms of the Kinexus Proteomics Services Agreement

KINEXUS ORDER NUMBER

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

CUSTOM RECOMBINANT PROTEIN PRODUCTION SERVICES

REQUESTED PRODUCTS SHIPPED TO: AUTHORIZED REPRESENTATIVE/INVESTIGATOR OR CONTACT PERSON

REQUESTED WORK AND PRICING INFORMATION (For price per service, refer to CRPP Customer Information Package or quotation.)

Table with 3 columns: Description, CSPP-SIF ID Name(s), Cost (U.S. Currency). Includes rows for CSPP1, CSPP2, SUBTOTAL, Shipping and handling, TOTAL COST FOR THIS ORDER, and 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 CSPP Services? Direct Mail Email Web Site Advertisement Referral Conference or Trade Show Other



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Form: CSPP1-SIF

CUSTOM SYNTHETIC PEPTIDE PRODUCTION

PRELIMINARY SERVICE IDENTIFICATION FORM

Subject to terms of the Kinexus Proteomics Services Agreement

KINEXUS ORDER NUMBER For Kinexus internal use only.

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

Particulars of Service Requested:

Please refer to the CSPP Services Customer Information Package for further details about these services. Complete the sections and check the boxes as appropriate. Areas indicated in light blue are for Kinexus use only and should not be filled.

A. CUSTOM SERVICE REQUESTED: Synthetic Peptide Production (CSPP1) For production of 10 or less peptides with identical modifications. KINEXUS ID NUMBER (Bar Code Identification Number) For Kinexus internal use only. B. CSPP1-SIF IDENTIFICATION NAME: Client ID: Use this ID name of your choice for your internal reference and completion of the CSPP-SOF form.

Table with 5 columns: C. DESCRIPTION, Amino Acid Sequence, Peptide Name (Not required), Product Code Kinexus use only, Cost US \$ Kinexus use only. Rows 1-10.

D. PEPTIDE TYPE: Linear, C-C-cyclic, Amide cyclic. E. PEPTIDE N-TERMINUS: Free amino group, Acetylated, Other modification. F. PEPTIDE C-TERMINUS: Free carboxy group, Amide, Other modification. G. PEPTIDE AMOUNT: State the quantity of each peptide required in mg.

H. PEPTIDE PURITY: Crude, ≥ 90%, ≥ 80%, ≥ 95%, Other. I. REMARKS:



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Form: CSPP2-SIF

CUSTOM SYNTHETIC PEPTIDE PRODUCTION

PRELIMINARY SERVICE IDENTIFICATION FORM

Subject to terms of the Kinexus Proteomics Services Agreement

KINEXUS ORDER NUMBER For Kinexus internal use only.

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

Particulars of Service Requested:

Please refer to the CSPP Services Customer Information Package for further details about these services. Complete the sections and check the boxes as appropriate. Areas indicated in light blue are for Kinexus use only and should not be filled. An electronic fillable copy of this form is available from the Kinexus website and by e-mail. If you need assistance completing this form, contact Dr. Dirk Winkler by calling toll free in North America 1-866-KINEXUS (866-546-3987) or by email at peptides@kinexus.ca.

A. CUSTOM SERVICE REQUESTED: Synthetic Peptide Mass Production (CSPP2) For production of 11 or more peptides. B. CSPP2-SIF IDENTIFICATION NAME: Client ID: Use this ID name of your choice for your internal reference and completion of the CSPP-SOF form.

C. AMINO ACID SEQUENCES: Provide a list with the desired amino acid sequences of the requested peptides as an attachment. Product Code Cost U.S. \$ Kinexus use only. Kinexus use only. 1. File name for attachment with peptides sequences:

D. PEPTIDE TYPE: Linear, C-C-cyclic, Amide cyclic. E. PEPTIDE N-TERMINUS: Free amino group, Acetylated, Other modification. F. PEPTIDE C-TERMINUS: Free carboxy group, Amide, Other modification. G. PEPTIDE AMOUNT: State the quantity of each peptide required in mg.

H. PEPTIDE PURITY: Crude, >= 80%, Other, >= 90%, >= 95%. I. REMARKS:

Name of person completing this form Email Address/Facsimile Number/ Phone Number Date (y/m/d)



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: _____