



**KCPM SERVICES**

Version 25JN1

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# CUSTOM SERVICES

**CUSTOM PEPTIDE MACROARRAYS  
CUSTOMER INFORMATION PACKAGE**



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**KINEXUS**



# KINEXUS

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# Custom Peptide Macroarray Production (CKPM) Services

## 1. INTRODUCTION

As an important component of our unique integrated suite of proteomics services, Kinexus offers custom peptide macroarrays to assist our clients in their discovery programs. Peptide macroarrays are powerful tools for the investigation of protein-protein and drug-protein interactions. Screening peptides for potentially active compounds with peptide arrays is a very convenient method for basic and applied research such as drug development. In the following pages, we describe some of the principals and applications of peptide microarrays. A range of diverse peptide array-based services are available from Kinexus, and this service offers high flexibility in providing peptide macroarrays that can utilize peptides available from Kinexus or supplied by our clients. Due to the flexibility of this service, clients are advised to directly contact [peptides@kinexus.ca](mailto:peptides@kinexus.ca) to develop the best strategy and pricing to meet their specific needs. In this service, nitrocellulose membranes or glass slides are robotically spotted with pre-made peptides to produce replicate copies that can be probed with different antibodies and other proteins. In parallel, please note that Kinexus also offers SPOT peptide arrays in which designer peptides are directly synthesized at very high concentrations direct on cellulose membranes, and clients may wish to consider this alternative Custom Peptide Array Production (CPAP) service ([https://www.kinexus.ca/services/peptide\\_production/cpap\\_service](https://www.kinexus.ca/services/peptide_production/cpap_service)).

Peptide arrays are useful tools for a wide range of purposes, including detection of antibodies for viruses and bacteria in human serum samples, monoclonal antibody epitope mapping, elucidation of the specificity of kinases, phosphatases and proteases for their substrates, and identifying specific regions of protein-protein interactions.

Kinexus has a vast collection of over 1400 synthetic pre-made peptides in our inventory and the capability to produce custom peptides according to our clients' needs. Our stock peptides can be selected from our Kinexus Products website (<https://kinexus-ca.myshopify.com/collections/peptide>) and these peptides are also available as stand-alone products for sale. Clients can choose from our peptides or supply their own for printing on nitrocellulose or glass slide macroarrays.

We can also synthesize milligram quantities of synthetic peptides for our clients with our Custom Synthetic Peptide Production (CSPP) service ([https://www.kinexus.ca/services/peptide\\_production/cspp\\_service](https://www.kinexus.ca/services/peptide_production/cspp_service)) that are provided by clients on the same slides. Alternatively, we can produce soluble peptides that are produced with our CPAP service after their elution from large peptide spots on cellulose membranes. These

peptides can then be robotically spotted on multiple copies of nitrocellulose membranes or glass slides.

Clients can just order the printed peptide macroarrays and perform the experiments in their own laboratory. Alternatively, Kinexus can perform the experimental work at our facility, including incubations with the desired probing reagent such as an antibody, recombinant protein, active enzyme, peptide, lectin or another binding ligand. The intensity of each signal on the peptide macroarray can be quantified using our Bio-Rad FluroS Max scanner and images provided of the scanned array.

Our custom peptide macroarrays are ideal when the number of features desired ranges between 40 to 400. For higher density arrays, we can also provide custom microarray printing of peptides on coated glass slides. Contact us to learn how we can provide the most cost-effective array solutions for your research studies.

## 2. TURNAROUND TIME

The turnaround time for these services is estimated to be 3 to 4 weeks. However, this could vary slightly according to the size of the order and the demand of the service at the time when the order is placed. Each arrayed will be delivered with a comprehensive report.

## 3. PRICING INFORMATION

Due to the large range of potential strategies to produce custom peptide arrays, we do not have lists of pricing options for the CKPM services. Interested clients should contact Dr. Dirk Winkler at the Peptide Facility at Kinexus ([peptides@kinexus.ca](mailto:peptides@kinexus.ca)) to consult with him about the best options and pricing of peptides macroarrays optimal for their needs.

## 4. FORMS TO BE COMPLETED

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

- A. Service Order Form (CKPM-SOF). The Service Order Form (SOF) allows us to obtain client contact and billing information and establish the cost of the order (see Appendix 1).
- B. Service Identification Form (CKPM-SIF). The Service Identification Form (SIF) permits us to determine which specific Custom Peptide Macroarray Services are requested (see Appendix 2).

C. Kinexus Proteomics Services Agreement (see Appendix 3).

**A. Service Order Form (CKPM-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.

**B. Service Identification Forms (CKPM-SIF)**

*Note that:*

- Fillable MS-Word versions of all of these CKPM-SIF and the CKPM-SOF forms are available by contacting Kinexus directly. These MS-Word forms as well as for all enquiries related to peptide synthesis and array technical/research issues, work orders, and service fees, please contact Dr. Dirk Winkler by email at [peptides@kinexus.ca](mailto:peptides@kinexus.ca) or by phone at 604-323-2547 Ext.17.
- For the CKPM service, please assign a unique name (Client ID Name) to be entered on the Service Order Form (CPAP-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.

**C. 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 10 years. Note that this a general agreement that permits our clients to use any of our proteomics services, and certain provisions do not apply to synthesis of peptides and peptide arrays, which are considered fully confidential. If you require changes or modifications to be made to our standard Service Agreement,

please email us at [sales@kinexus.ca](mailto: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.





**KINEXUS**

Form: **KCPM-SIF**

**KINEXUS CUSTOM PEPTIDE MACROARRAY  
SERVICE INFORMATION FORM**

*Subject to terms of the Kinexus Proteomics Services Agreement*

**KINEXUS ORDER NUMBER**  
For Kinexus internal use only.

**NAME:** \_\_\_\_\_  
*(Authorized Representative or Principal Investigator)*

**COMPANY/INSTITUTE:** \_\_\_\_\_

**CUSTOM KINEXUS PEPTIDE MACROARRAY PRODUCTION SERVICES REQUESTED: (WITH CLIENT OR KINEXUS PEPTIDES)**

Use this form to order this custom service currently offered by Kinexus. Please check the appropriate tick boxes. If you need assistance, please contact a technical service representative by calling toll free in North America 1-866-KINEXUS (866-546-3987) or by email at [info@kinexus.ca](mailto:info@kinexus.ca). An electronic fillable MS-Word version of this form can be downloaded provided upon request.

|  |   |   |
|--|---|---|
| <input type="checkbox"/> KCPM PRODUCTION SERVICE REQUESTED<br><br><input type="checkbox"/> KCPM PROBING, SCANNING AND QUANTIFICATION SERVICE REQUESTED   | <b>KINEXUS ID NUMBER</b><br><i>(Bar Code Identification Number)</i><br>For Kinexus Internal Use Only. | <b>A. CLIENT ORDER ID NAME:</b><br><br>Customer ID:<br><i>Provide ID name of your choice for your reference and for use in the KCPM-SOF and other forms that describe the peptides to be used in this service for macroarray production.</i>                    |
| <b>B. SAMPLE IDENTIFICATION:</b><br><br><i>For each client supplied peptide sample, please provide a list of the peptides with their names and the preferred configuration or layout for printing that includes replicates if desired. There should be one (1) completed Peptide Sample Description list per Client Order ID Name.</i> |   | <b>D. PRICING:</b><br><br><input type="checkbox"/> This should be determined after consultation with Kinexus and based on a quoted price for the work.<br><br><b>Use this pricing information for completion and submission of Service Order Form KCPM-SOF.</b> |

\_\_\_\_\_  
*Name of person completing this form*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date (y/m/d)*



## PROTEOMICS SERVICES AGREEMENT

SERVICE AGREEMENT NO.

2025-

This Proteomics Services Agreement (the "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:

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### 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 biologically manufacture one or more proteins or 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 that is incorporated into this Agreement by reference, 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 those Proteomics Services stated in the Services Order Form 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 to 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, reasonably believes has 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 fourteen (14) 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 the same amount that was specified on the 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](http://www.kinexus.ca)). The category of pricing depends on the level of requested confidentiality for analysis:

- (a) Non-Confidential Proteomics 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 Proteomics 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 and after 1 year from completion of the contracted work, 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 and after 1 year from completion of the contracted work, 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, which would, absent a license from the Customer or its Affiliates, prevent Kinexus from using or permitting others to use the standard 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 of the Disclosing Party to its officers, directors, 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 in a manner 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 of the Disclosing Party that 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 365 days (12 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 ten (10) 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) business 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 Service Order Form for any Proteomics Services upon ten (10) business 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 Service Order Form 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 proteomics 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 or electronically as a portable document format (pdf) file or similar electronic file 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: \_\_\_\_\_