Purchase Order

The Assay Depot, Inc
DBA: Scientist.com
505 Lomas Santa Fe Drive, Suite 110
Solana Beach, CA, 92075
United States

PO: SA34550
Amount: $34,797.84 USD
SOW: EE6FDE
Request: 98C016
Date: July 24, 2019
Status: Work in Progress
Payment Terms: NET 75

Bill To
The Assay Depot, Inc
DBA: Scientist.com
505 Lomas Santa Fe Drive, Suite 110
Solana Beach, CA, 92075
United States

Ship To
[redacted]
270 Albany Street
Cambridge, MA, 02139
United States

Ship From
Czech Academy of Sciences - The Institute of Parasitology
[redacted]
31 Branišovská, Branisovska 1160/31
České Budějovice, Jihočeský kraj, 370 05
Czech Republic

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
4.0	Testing of 4 groups (price + 2% for Scientist.com)	$8,699.46 USD	$34,797.84 USD
		SUBTOTAL	$34,797.84 USD
		TAX AMOUNT	$0.00 USD
		SHIPPING & HANDLING	$0.00 USD
		TOTAL DUE	$34,797.84 USD

Study Objective

Testing of biological compounds

Turnaround Time: 4 - 6 months

Next Steps

Invoicing: Please send your invoice to invoices@scientist.com
Amendments: To update this PO please contact support@scientist.com
Will this project involve a "Customer" as defined below?
No
Supplier confirms that the services detailed within the SOW will be performed at the suppliers site listed on the SOW
Yes
Please be aware that packages shipped internationally may require the Scientist.com Proforma Invoice to be downloaded, printed and included with your shipment for customs clearance. This Proforma Invoice is intended to act as a tool for reconciliation only and should not replace your standard documentation. The decision to utilize or not utilize this document is solely the responsibility of the supplier.

Suppliers: To download the Scientist.com Proforma Invoice, access your purchase order from your Scientist.com Backoffice account and click on the **Download Proforma Invoice** button.

Human Biological Samples – RSA Rider

These terms and conditions set out the additional terms and conditions applicable when a supplier of Services involving the use of HBS ("Supplier") is communicating and/or contracting with a customer of Assay Depot ("Client") through Assay Depot's online marketplaces or through the Assay Depot Concierge service (collectively the "Platform"). These terms and conditions apply in addition to the terms and conditions set forth in the Research Services Agreement (the "Agreement") entered into by and between Supplier and Assay Depot, and to which Client is a Third Party Beneficiary. To the extent Supplier and Client enter into an SOW for the supply of Services involving sourcing, use or handling of HBS (as defined below), the terms and conditions set forth herein form part of and is incorporated into such SOW.

• Definitions

Unless otherwise specifically provided in these terms and conditions, all defined terms used herein have the same meaning as in the Agreement.

1.1 "Applicable Laws" means all national, supranational, federal, state, foreign or provincial and local laws (including case law), legislation, European regulations, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies, including any rules, regulations, guidelines or other requirements of Regulatory Authorities, which have the force of law and any industry codes of practice in effect from time to time.

1.2 "Approved Third Party Supplier" means a supplier of Human Biological Samples on Client's list of approved suppliers for the relevant type of HBS from time to time.

1.3 "De-identified" when used in relation to any data or information shall mean data or information which has been stripped of all subject information that could make an individual identifiable and where the party that shares the information or data has no reasonable knowledge which makes it possible to use the remaining information to identify the individual on its own or in combination with other information that could be reasonably obtained. This includes but is not limited to the removal, masking or generalization of all 18 HIPAA (the U.S. Health Insurance Portability and Accountability Act) identifiers. This means that there are no data points left that could be reasonably used to link the data set to a particular individual, such as age older than 89 years old; geographic location smaller than a State (or equivalent); exact elements of dates directly related to an individual (i.e., date of birth, date of death, dates of hospital visits, etc.); any unique identifying number, characteristic or code directly linked to an individual (i.e., national ID number, social security number, bank account number); contact details of any type; biometric identifiers (e.g., finger and voice prints); photos and comparable images; etc. and the parties supplying and receiving the information or data have no knowledge which makes it possible to use the remaining information to identify the individual.

1.4 "Diagnostic Samples" means any Human Biological Samples collected for purposes of diagnostics.

1.5 "Donor" means the individual from whom the Human Biological Sample(s) are acquired.

1.6 "Donor Information" means the following information relating to a Donor of Human Biological Samples and any additional information stipulated in SOW:
(a) year of birth of Donor;
(b) state of health of Donor and if applicable his/her agonal state;
(c) the Donor's medical history;
(d) details of any restriction on the HBS in regard to Donor's informed consent;
(e) informed consent documentation template relating to the relevant HBS, along with true, complete, accurate and not misleading details of how the actual consent documentation signed by or on behalf of Donor varies from such template.

1.7 "Good Clinical Practice" or "GCP" means the ICH ethical and scientific quality standard for designing, conducting, recording and reporting trials that involve the participation of human subjects.

1.8 "Good Industry Practice" shall mean standards, practices, methods and procedures conforming to Applicable Laws, including as applicable, Good Clinical Practice and Good Laboratory Practice, and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in a similar undertaking under similar circumstances.

1.9 "Good Laboratory Practice" or "GLP" means the OECD ENV/MC/CHEM(98)17 quality system concerned with the organizational process and the conditions under which non-clinical health and environmental safety studies are planned, performed, monitored, recorded, archived and reported.

1.10 "Human Biological Samples" or "HBS" include, but are not limited to:
(a) solid specimens and certain materials processed directly from tissue, such as tissue sections on slides;
(b) all primary tissue including primary cells, whole explant/biopsy cells, whole blood, plasma, serum, certain body fluids (including bile, excreta and sputum);
(c) all samples and their derivatives, collected under informed consent on behalf of Client during clinical trials/studies; and
(d) DNA derived from HBS where traceable to individual donors.;

1.10.1. Subject to paragraph 1.10.2 below (Sweden) Human Biological Samples exclude:
(a) immortalised cell lines, as well as processed acellular materials derived from human tissue, fluids or cells; such as proteins and lipids, ; and
(b) biological samples of human origin (such as antibodies) that are not classified as HBS under the definition above shall be treated as laboratory reagents.

1.10.2. Where sourced within Sweden, HBS shall additionally include cell lines, processed acellular materials derived from human tissue, fluids or cells, genes and parts of genes, and other types of biological materials – if traceable to a person, living or dead or an embryo.

1.11 "Remnant Samples" means the remnant of Human Biological Samples collected for routine clinical care or analysis that would otherwise have been discarded.

1.12 "Traceable", with respect to Human Biological Samples, means materials where the individual identity of the Donor could be determined if the key to the code used to uniquely identify the sample and the Donor's personal information would be used. For purposes of clarification, Traceable means that HBS and Donor are still linked. Traceable is a synonym for key-coded, pseudonymized, reversibly anonymized.

• Requirements – Human Biological Samples

2.1 Prior to the performance of any Services in connection with the provision of Human Biological Samples that are Traceable, Supplier shall ensure a Data Privacy Agreement has been entered into by Client and/or certain of its affiliates and Supplier. The Client and Supplier shall be bound by the terms and conditions of such Data Privacy Agreement. Additionally, Supplier shall comply with the terms and conditions with respect to information security measures that will be included as part of the above-described Data Privacy Agreement.

2.2 The Parties shall agree on each Party's responsibility in respect of sourcing or providing Human Biological Samples to be used in the Services. To the extent this is not specifically set forth in this Agreement, such HBS shall be sourced or provided by Supplier, unless Client requires otherwise. The term Services as used in this Agreement shall be deemed to include Supplier's process of collecting or preparing HBS.

2.3 Each Party shall ensure that any HBS sourced or provided by such Party conform to the requirements set forth in this Agreement. Supplier acknowledges and agrees that, the custody and control of, and to the extent permitted by law, title to, Human Biological Samples provided by Client shall at all times remain with Client (or its designee).

2.4 Supplier warrants and represents that all Human Biological Materials will be sourced or provided (insofar as they are sourced or provided by Supplier), handled, retained, used, maintained, stored, transferred, transported and disposed of in accordance with the provisions set forth in this Agreement, all Applicable Laws, Good Industry Practice and any instructions or policies provided by or on behalf of Client. Unless otherwise agreed with Client in writing, Supplier furthermore warrants and represents that it shall not use the HBS for any purpose other than in Supplier's performance of Services and only in accordance with the provisions set forth in this Agreement.

2.5 Supplier shall ensure that any and all Human Biological Samples and any associated data or information sourced or provided by Supplier and used in the Services are of appropriate quality, are fit for purpose, suitable for the intended research purposes and in all respects, conform with the requirements specified in this Agreement.

2.6 Unless otherwise agreed to in writing by Client, Supplier shall source or provide Human Biological Samples in accordance with the following order of precedence: (a) firstly from Supplier's own internal biobank (if relevant to the nature of the relevant HBS), (b) secondly from an Client Approved Third Party Supplier, and (c) thirdly, solely with Client's written consent, a supplier approved in advance by Client. HBS may not be sourced from a third party without the prior written consent of Client.

2.7 Client may monitor Supplier's acquisition process for Human Biological Samples and any associated data or information and has the right but not the obligation to audit the process to ensure compliance with this Agreement.

2.8 Supplier acknowledges and agrees that the Human Biological Samples are experimental in nature. Under no circumstance shall Supplier use the HBS in humans.

2.9 Supplier acknowledges and agrees that, subject to Section 2.8, all Human Biological Samples provided by Client are provided "as is", and to the maximum extent permitted by applicable law Client hereby disclaims and excludes any and all representations, warranties, conditions or other terms, whether written or oral, expressed or implied, with respect to such HBS, including any representation or warranty of quality, performance, merchantability or fitness for a particular use or purpose.

2.10 A Party sourcing or providing Human Biological Samples under this Agreement shall ensure it has obtained or is in the possession of all necessary ethical approvals as well as the appropriate informed consent of either the Donor or the person entitled under Applicable Laws required for: (a) the sourcing or provision (including via a third party) of such HBS and any associated data or information, (b) the use of such HBS and any associated data or information in the Services, and (c) the assignment and transfer to and use by Client or its designee of the Client Property and (if relevant) the HBS and any associated data or information. Said Party furthermore represents and warrants that the informed consent process and pro-forma used for sourcing or providing such HBS and any associated data or information as well as the informed consent:
a) is in writing;
b) has the appropriate Ethical Approval for use and supply of HBS and any associated data and information to entities (including for-profit companies) other than the site at which the HBS was originally collected (including sites in other jurisdictions;
c) is specific (in contrary to a blanket consent);
d) is distinguishable from other matters;
e) is obtained before any collection/study-related procedure takes place in relation to the relevant Donor;
f) allows commercial use which could result in commercial gain, including the right to have any such work performed by third party designees and to transfer the HBS and any associated data and information to such third party designees for said purpose;
g) provides a lawful data transfer mechanism, if a transfer abroad is needed;
h) allows for withdrawal of Donor Consent by the Donor, Donor's next of kin, or other authorized person;
i) specifies whether genetic use is allowed;
j) includes data privacy wording where Donors are living;
k) includes no right to financial gain to the Donor;
l) includes whether the applicable HBS and any associated data and information can be retained for a finite or indefinite period.
m) includes whether the use of HBS and any associated data and information is limited to certain particular research methods, diseases, indications etc.

2.10.1 Supplier shall not supply any Human Biological Samples for which no Donor Consent has been obtained (including but not limited to Remnant Samples with no associated Donor Consent), or HBS that contain human embryonic stem cells (hESCs) or human fetal tissues (hFTs), or any cells derived from any of the aforesaid.

2.11 A Party sourcing or providing Human Biological Samples under this Agreement shall promptly notify the other Party in writing of any restrictions on the transfer, shipment, storage, use or disposal of the Human Biological Samples and any associated data or information, including the relevant Donor information, or if the Donor of any HBS withdraws the informed consent in whole or in part. If the informed consent to use a HBS in the Services is withdrawn, the Parties shall immediately discontinue using such HBS and shall handle it and ensure disposal is carried out in accordance with the process referred to in Section 2.15 and 2.16. Furthermore, Client shall have the right, at its own option, to: (a) allow for the sourcing or provision of new HBS in replacement of the HBS for which the informed consent has been withdrawn and for the Services to proceed using such replacement HBS, (b) terminate this Agreement, or (c) terminate those parts of the Services to which the HBS relate, in either case without liability to the Supplier, except that Client will pay for any part of the Services which have been successfully completed at the effect of such termination.

2.12 A Party sourcing or providing Human Biological Samples under this Agreement shall supply Donor information and other information or data stipulated in this Agreement to the other Party. The Donor information and any such other information or data shall be coded, De-identified or anonymised so that the receiving Party does not know the identity of the Donor.

2.13 To the extent the Services include the delivery of Human Biological Samples to Client, any such HBS and any associated information or data shall be in coded and De-identified or anonymized form so that Client does not know the identity of the Donor. Client acknowledges the importance of data privacy of individuals to whom shared data may relate

and it commits not to attempt to locate or re-identify individuals who are the subject of the data, not to combine the supplied data with other sources of data that could lead to the identification of any individual, and not to reverse engineer, reverse assemble or decompile the data.

2.14 Supplier shall, and shall ensure its suppliers and subcontractors have in place and maintain all the safety procedures and practices required by Applicable Law to adequately protect the quality of the Human Biological Samples and integrity of the Donor Information and any other associated data or information and shall ensure that its/their (as applicable) employees, agents, and other representatives comply with such safety procedures and practices.

2.15 Supplier shall, and shall ensure its suppliers and subcontractors have in place and maintain a tracking system and a chain-of-custody for all Human Biological Samples to allow traceability and enable the identification of the chronological history of the life cycle of the HBS.

2.16 Supplier shall, and shall ensure its suppliers and subcontractors have in place and maintain throughout the Term a documented and defined process in accordance with Applicable Laws and Good Industry Practice for the handling and disposal of excess, obsolete or rejected Human Biological Samples. To the extent any HBS are destroyed, Supplier shall keep records of destruction and shall provide copies thereof to Client on Client's request.

2.17 At the completion of the Services, the early termination of this Agreement SOW, or at Client's earlier request, Supplier shall handle and dispose of the Human Biological Samples in accordance with Client's instructions and Supplier shall not make any further use thereof. In the event Client requires destruction of any HBS, and in the absence of specific instructions from Client, Supplier shall destroy the HBS within a prompt timeframe and in accordance with the process set forth in this Section 2.17.

This SOW shall be governed by the terms and conditions set forth in a relevant pre-existing MSA between SANOFI and Czech Academy of Sciences - The Institute of Parasitology, if applicable, and to the extent not inconsistent with the terms and conditions of the MSA the terms and conditions of the Supplier Agreement between Scientist.com and Czech Academy of Sciences - The Institute of Parasitology. However, notwithstanding the above, and for the avoidance of doubt, the provisions of Section 12 of the Supplier Agreement ("Terms Governing Purchase of Service"), shall govern in the event of any conflict with MSA.

Terms and Conditions

By issuing this Purchase Order, agrees to pay the Total Cost after receiving payment from the Customer for the products or services described in the final Statement of Work (SOW). Details of the Final SOW are displayed in this PO. This PO is governed by terms set forth in the [illegible]. No additional signature is required.