CLEANCUT™ CHO PLATFORM RESEARCH PRODUCT SALE AND USE AGREEMENT

PLEASE READ THESE RESEARCH USE TERMS BEFORE PURCHASING OR USING THE PRODUCT. BY PURCHASING, ACCESSING, OR USING THE CLEANCUT CHO KNOCKOUT CELL LINE, YOU ACKNOWLEDGE AND AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE OR USE THE PRODUCT.

1. Background

A. Demeetra AgBio, Inc. (“Demeetra”) owns or controls certain engineered cell lines and related know-how known as the CleanCut CHO Platform.

B. Buyer conducts research, development, and clinical activities in the life sciences industry.

C. Buyer desires to purchase the Product from Demeetra and to use the Product under the terms set forth herein.

2. Definitions

“Affiliate” means an entity that directly or indirectly controls, is controlled by, or is under common control with a party.

“Cell Bioprocessing” means the genetic modification, culture, and use of cells to produce biological material.

“Clinical Manufacturing” means Cell Bioprocessing conducted for Phase 1, Phase 2, or Phase 3 clinical or equivalent trials, including manufacturing performed under GMP or equivalent conditions, where the resulting material is not sold or commercially distributed.

“Commercial Manufacturing” means Cell Bioprocessing conducted to manufacture biological material for commercial sale or distribution following regulatory approval.

“Demeetra IP” means patents, know-how, trade secrets, biological materials, protocols, methods, and other intellectual property controlled by Demeetra relating to the Product, including any such intellectual property that is embodied in, inseparable from, or necessarily practiced through the use of the Product as supplied.

“Equivalent Use Agreement” means a written agreement between Demeetra and a third party governing use of **Developed Cell Line(s)** on terms no less protective of Demeetra and Demeetra IP than this Agreement.

“Product” means CleanCut CHO Platform cell line(s).

“Developed Cell Line(s)” means any genetically modified cell line, clone, or pool expressing one or more molecules that is derived from the Product, whether generated during Research Use, Clinical Manufacturing, or otherwise prior to Commercial Manufacturing.

“Product Transfer” means the transfer of the Product or Developed Cell Line(s) to a third party.

"Research Use" means Cell Bioprocessing conducted prior to GMP and Clinical Manufacturing, and excluding Commercial Manufacturing.

3. Product Sale and Permitted Use

3.1 **Sale of Product.** Subject to payment of applicable fees, Demeetra shall sell and supply the Product to Buyer.

3.2 **Permitted Use.** Buyer may use the Product and any Developed Cell Line(s) for Research Use for Buyer's internal programs. Such permitted use includes practicing any Demeetra IP that is embodied in, inseparable from, or necessarily practiced through use of the Product as supplied and the resulting Developed Cell Line(s).

3.3 **Excluded Uses.** The Product or any Developed Cell Line(s) may not be used for GMP manufacturing, Clinical Manufacturing, or Commercial Manufacturing, nor for direct administration to humans or animals as a cell or gene therapy.

TERMS OF USE FOR THE PRODUCT OR DEVELOPED CELL LINE(S) FOR CLINICAL MANUFACTURING AND COMMERCIAL MANUFACTURING CAN BE OBTAINED BY CONTACTING US AT: https://demeetra.com/contact-us/

4. Fees

4.1 **Annual Product Access Fee (Pre-GMP).** Buyer shall pay Demeetra an annual fee of USD $30,000 per contract year for access to and use of the Product for Research Use prior to initiation of Clinical Manufacturing. Each annual fee is payable within thirty (30) days of the invoice date. The initial contract year begins on the date of Product shipment and renews automatically on each anniversary thereof unless terminated.

4.2 **Transfer and Third-Party Fees.** Fees associated with Product Transfers or third-party use are addressed in Section 6.

5. Ownership

Demeetra retains all ownership rights in the Product and Demeetra IP. Buyer owns all Developed Cell Line(s) generated by Buyer, free and clear of any ownership claims or encumbrances by Demeetra, except that such ownership does not extend to the underlying Product or Demeetra IP.

For clarity, Demeetra makes no claim to Buyer's therapeutic products, regulatory filings, or biological materials produced using Developed Cell Line(s).

6. Authorized Use; Product Transfers and Third-Party Activities

6.1 **Authorized Use by Affiliates and Service Providers.** Buyer may permit its Affiliates and Third Parties performing activities solely on Buyer's behalf and for Buyer's benefit—including contract research organizations (CROs), contract development and manufacturing organizations (CDMOs), contract research laboratories, and other similar service providers—to use the Product or Developed Cell Line(s) without additional fees, provided that:

(a) such use is solely in furtherance of Buyer's Research Use, or other permitted activities under this Agreement;
(b) Buyer ensures that each such Affiliate or Third Party is bound by written confidentiality and non-use obligations at least as protective as those set forth in this Agreement; and
(c) Buyer remains fully responsible and liable for all acts and omissions of such Affiliates and Third Parties as if they were Buyer's own.

For clarity, such Affiliates and Third Parties receive no independent rights in the Product, Developed Cell Line(s), or Demeetra IP. They are authorized solely to perform services for Buyer or its Affiliates.

6.2 **Third-Party Product Transfers.** Buyer shall not transfer the unmodified Product to any third party except as expressly permitted under Section 6.1. Buyer shall not transfer Developed Cell Line(s) to a third party for such third party's independent research, development, or manufacturing use unless such third party has entered into an Equivalent Use Agreement directly with Demeetra.

6.3 **Records and Audit.** Buyer shall maintain accurate records of Product Transfers and authorized uses and, upon reasonable notice, permit Demeetra to audit such records no more than once per calendar year.

7. Confidentiality

Each party shall keep confidential all non-public information disclosed under this Agreement and shall use such information solely for purposes consistent with this Agreement. Confidentiality obligations survive termination for five (5) years.

8. Term and Termination

8.1 **Term.** This Agreement remains in effect until terminated.
8.2 **Termination for Convenience.** Buyer may terminate this Agreement upon written notice.
8.3 **Termination for Breach.** Demeetra may terminate this Agreement if Buyer materially breaches and fails to cure within thirty (30) days of notice.

8.4 **Effect of Termination.** Upon termination, Buyer shall discontinue use of the Product, except that existing Developed Cell Line(s) may continue to be used subject to this Agreement.

9. Disclaimer and Limitation of Liability

THE PRODUCT IS PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEMEETRA SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM USE OF THE PRODUCT.

10. Miscellaneous

This Agreement constitutes the entire agreement between the parties regarding the Product and supersedes prior discussions. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, without regard to its conflict of laws principles. Amendments must be in writing and signed by both parties.