**Service Agreement For Custom Polyclonal Production**

This Contract for Services is made effective as of Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Recipient"), and Boster Biological Technology, Inc. of 3942 Valley Ave, Ste B, Pleasanton, California 94566 (the "Provider").

1. **DESCRIPTION OF SERVICES.** Beginning on Date specified above, Boster Biological Technology, Inc. willprovide to The Recipient the services described in the attached Exhibit 1 (collectively, the "Services").
2. **PAYMENT.** See Exhibit 2, payment details
3. **TERM.** This Contract may be terminated by either party upon 2 days' prior written notice to the other party.
4. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents,products, or other information (collectively the "Work Product") developed in whole or in part by Provider in connection with the Services will be the exclusive property of the Provider unless otherwise specified in **Exhibit 2. Official Quote**. If Recipient choose to purchase any part or all of the Work Product, upon request, Provider will execute, within a reasonable period, all documents necessary to confirm or perfect the exclusive ownership of Recipient to the Work Product.
5. **CONFIDENTIALITY.** Provider, and its employees, agents, or representatives will not at any time or in anymanner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to Recipient. Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Recipient of these confidentiality obligations which allows Provider to disclose Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.
6. **WARRANTY.** Provider shall provide its services and meet its obligations under this Contract in a timely andworkmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Provider on similar projects. More details regarding warranties specific to the service See Exhibit 3.
7. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:
	1. The failure to make a required payment when due.
	2. The insolvency or bankruptcy of either party.
	3. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
	4. The failure to make available or deliver the Services in the time and manner provided for in this Contract.
8. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party

defaults by failing to substantially perform any provision, term or condition of this Contract (including without

limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

1. **FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented,restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
2. **DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this

Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

1. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no otherpromises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
2. **SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for anyreason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
3. **AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement between theparties, if the writing is signed by the party obligated under the amendment.
4. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of California.
5. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficientlygiven if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
6. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of thisContract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
7. **ATTORNEY'S FEES TO PREVAILING PARTY.** In any action arising hereunder or any separate actionpertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.
8. **CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation againstthe drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.
9. **ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent ofthe non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipient:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

Service Provider:

Boster Biological Technology, Inc.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

**EXHIBIT 1: DESCRIPTION OF SERVICES AND PRICING**

Summary: 2 rabbits, 3-5mg purified antibody test by indirect ELISA.

The Provider is to perform a custom production of antibody for the Recipient. The intellectual properties of the produced antibody, recombinant protein and hybridoma (if included) belongs to the Provider. The Recipient can license these intellectual properties from the Provider, details see Additional Services table below.

The details regarding this antibody and the antigen required for the production can be found in **Exhibit 1.1, antibody and antigen information**. The production timeline, deliverables and additional services can be found in **Exhibit 1.2 production estimated timeline, deliverables and additional services**. The Recipient agrees to understand that dates in the timeline are estimations and actual time may vary. The success of this custom production service is determined by indirect ELISA test of the purified antibody against the antigen, unless the Recipient purchases the specific application insurance.

**Exhibit 1.1 Antibody and antigen information**

All details of the project including antigen information, service package, additional services, special requirements, pricing and recommendations from the antibody design team from the Provider are all documented in the Official Quote document which is associated with this service agreement. This service agreement is given to the Recipient with the Quote and is agreed to when placing the order using the Quote.

There is a length limit to the antigen synthesis process included in this service package. If the Recipient wants to provide his/her own sequence, extra cost may incur if the length is beyond the included maximum (150AAs).

**Exhibit 1.2 production estimated timeline, deliverables and additional services**

**Timeline, deliverables and costs overview**

|  |  |  |  |
| --- | --- | --- | --- |
| **Milestone** | **Start Day** | **Description** | **Deliverables/Cost Incurred** |
| Pre-immune sera collection (optional) | Day 0 | (Optional) Pre-immune bleed 0.5ml per rabbit |  |
| Plasmid synthesis | Day 1 | Synthesizing your antigen expression plasmid |   |
| Recombinant antigen expression | Day 14 | Express your protein antigen recombinantly | (Optional) Pre-immune screening report |
| Immunization preparation | Day 35 | Preparing antigen with CFA or IFA, preparing rabbits |   |
| (Day 1 if you provide antigen) |
| Immunization first shot | Day 52 | 2 New Zealand White Rabbits, 8-10 subcutaneous immune boost injections, 0.5mg of antigen total per rabbit |   |
| Immunization 2nd shot | Day 73 | 6-8 subcutaneous immune boost injections, 0.25mg of antigen total per rabbit |   |
| Immunization 3rd shot | Day 87 | 6-8 subcutaneous immune boost injections, 0.25mg of antigen total per rabbit |   |
| Immunization 4th shot | Day 101 | 6-8 subcutaneous immune boost injections, 0.25mg of antigen total per rabbit |   |
| Sera collection, purification and ELISA test | Day 115 | Purify the anti-sera with antigen affinity chromatography, test the antibody via ELISA, decide to continue or terminate project based on the ELISA result and (optional) specific application test result | (Optional) a sample vial of antibody of custom amount for specific application validation.  |
| Prepare antibody for shipping | Day 122 | Prepare antibodies for shipping, which may take 10-15 days. Deliver the final report to customer online. Note the shipping cost is not included in the project pricing | ELISA test report, 3-5mg of the purified antibody.\*guaranteed to have at least 3mg, at most 5mg, additional antibody can be purchased |

**Go-no-go points: Cost of material and labor, and reports**

**\***cost of materials and labor will be charged when we perform the service. If the project fails, the incurred materials and labor cost is not refundable, unless the application guarantee is purchased.

Below table outlines the go-no-go points/milestones. Reports will be provided at these milestones.

|  |  |  |  |
| --- | --- | --- | --- |
| **Milestone** | **Expected result date** | **Cost of material and labor (total)** | **Project fail criteria** |
| Recombinant antigen expression | Day 35 | $250 | Project fails if protein fails to express. |
| Test bleed on ELISA  | Day 118 | $500 | Project fails if antibody affinity fails to meet the affinity guarantee, see exhibit 3. |
| Additional services  |  | If the additional services have been executed and there are cost incurred, 50% of the cost of the services will be charged as material and labor |  |

**Additional services**

|  |  |  |
| --- | --- | --- |
| **Service** | **Description** | **Pricing** |
| Pre-immune screening | you can order a vial of pre-immune serum for screening existing immunity against the target protein, and for control purposes\* | $100 per rabbit, 1ml of serum, not purified |
| Interim test bleeds | you can order a vial of test serum after each of the immune booster shots to verify immune response’s antigen specificity and Ig isotypes. | $50 per rabbit per bleed, 1ml of anti-serum, not purified |
| Additional rabbits | you can order additional rabbits to improve the yield and success rate of your project. If the rabbit is positive and passes QC, 2mg of antibody will be added to your final deliverable.  | $200 per rabbit.  |
| Additional antibodies | for the regular custom antibody service, you receive 3-5mg of purified antibodies, depending on the yield of the rabbits. If there are remaining antibodies from the batch, additional antibodies are available for purchase.  | $200 for additional 100ug $300 for additional 200ug $1000 for additional 1mg $3000 for additional 5mg (if available). |
| Blocking peptide | If you require a blocking peptide for your developed antibody, we can help you with that.  | $150 for 1mg of blocking peptide. |
| Recombinant protein | if you want the recombinant protein we generated for you, you can purchase it from us.  | $200 for 1mg of purified recombinant protein. Inquire for bulk pricing.  |
| Specific application insurance | you can purchase an insurance for your antibody to work for certain applications. The cost varies depending on the difficulty of the application and if the antibody fails to work, you will not be charged labor and material cost. You will be refunded any cost already associated with the project excluding shipping and handling. More details see the service detail contract. | custom, depending on the application and nature of the target protein.  |
| Intellectual property and exclusivity | The default service package is intended for research use only and the excess yield of antibodies will become catalog items available for purchase by the public. The Recipient will have the favorable pricing described above. If you intend to have exclusive rights to the produced antibodies, we can create a license that fits your needs.  | custom, depending on the intended use of the antibody.  |

\*Why do I want pre-immune sera? Sometimes antibody immunization fails because some hosts have existing immunity towards your target protein of interest. This is especially common if the protein originated from organisms related to common pathogens. By screening the hosts’ sera against your protein of interest can help mitigate this risk.

**EXHIBIT 2. Payment details**

The Recipient is expected to make a deposit equal to 100% of project total at the beginning of the service by default. If the Recipient request to pay 50% deposit at beginning and the rest at the successful completion of the project, the Provider can accommodate such request.

At the project’s successful completion, the Recipient will be invoiced for the cost of material transfer (aka shipping), which is not included in the project cost above, and varies depending on the location of the Recipient.

**Without the specific application insurance**

Without the specific application insurance (see additional services in Exhibit 1), the project could fail at the following checkpoints/milestones, and the Recipient will only be charged material and labor incurred and be refunded the rest of the payment. The exact costs of labor and materials are listed in Timeline, deliverables and costs overview in Exbibit 1.

Checkpoint 1: antigen expression

Checkpoint 2: ELISA test of purified antibody

If the project fails, and the Recipient wants to start a new project with the Provider for the same target antigen (maybe with different target sequence), the Provider will provide a discount for the subsequent attempt at producing custom antibody for this target antigen. Discount does not exceed the incurred cost of material and labor.

**With the specific application insurance**

The project can fail at the above two checkpoints and an additional one: Recipient’s target application validation. The Recipient can for any reason decide the antibody not working which will result in project failure. If the project fails the Recipient will be refunded the full amount paid to the Provider, excluding shipping and handling.

**Official Quote**

The quote to the project is attached as reference. The project total cost in the quote is the finalized project total cost.

**EXHIBIT 3. Warranty and guarantees**

Yield guarantee: The Recipient is guaranteed to receive at least 3mg of purified antibody from this custom production service. If the yield is less than 3mg the Recipient can request a partial refund up to the percentage equal to the percentage of shortage of the guaranteed yield.

Affinity guarantee: the purified antibody produced detects 100ng of antigen at 1:500 dilution, O.D. value≥ 1.0. If such affinity is not achieved, the project is treated as fail and the Recipient can request a refund in product credit or cash to the payment account. The amount of refund is described in **Exhibit 2. Payment details**

If the Recipient has the specific application insurance, and the antibody did not work for the specific application intended (after evaluation by the Recipient), the Recipient is entitled to a full refund of the project including shipping expenses.