



## APTAGEN, LLC.

### SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (this "Agreement") is made as of [REDACTED] (Month) [REDACTED] (Day), 20 [REDACTED] by and between [REDACTED], a [REDACTED] (State) corporation (the "Company"), and **Aptagen, LLC** ("Provider").

1. **Statements of Work and Change Orders.** During the term of this Agreement, Provider will perform the services, including, without limitation providing deliverables (collectively, "Services") in accordance with separate statements of work entered into from time-to-time by the parties under this Agreement, each of which will include, among other items, the scope of Services to be provided by Provider, the schedule for the delivery of Services, the applicable fees and allowable expenses related to the Services, and such additional information as the parties agree upon (each a "Statement of Work" and collectively the "Statements of Work"). Each Statement of Work shall be incorporated into and form a part of this Agreement and shall be deemed Confidential Information of Company. The general form of a Statement of Work is attached hereto as **Exhibit A**. Company may request additions, reductions, or other changes to the scope of any or all Services to be provided under a particular Statement of Work ("Change Request"). Within five (5) days of Provider's receipt of a Change Request, Provider will provide Company with a written response (a "Change Order") detailing the tasks to be performed to accomplish the proposed changes in scope to the Services, as well as any increased or reduced fees or expenses that may arise therefrom. No Change Order shall bind either party unless and until it is signed by both parties, in which event the terms and conditions of such Change Order shall be deemed an amendment to the applicable Statement of Work. Provider shall use Provider's reasonable efforts to perform the Services such that the results are satisfactory to the Company.

2. **Representations and Warranties.** Provider represents and warrants that Provider is duly licensed (as applicable) and has the qualifications, the experience and the ability to properly perform the Services, and that the Services (including deliverables) shall be free from defects and shall conform to any specifications or other requirements for such Services as agreed upon by the Parties or as set forth or referenced in any applicable Statement of Work.

3. **Fees, Invoices and Payments.** As consideration for the Services to be provided by Provider under a Statement of Work and other obligations, the Company shall pay to Provider the amounts specified in the applicable Statement of Work. Unless otherwise expressly set forth in a Statement of Work, (a) for any fixed fee Services, Provider shall invoice Company for such fees upon Company's written acceptance of the applicable Services and (b) for Services provided on a time and materials basis, and for expenses (as set forth in Section 4), Provider shall invoice Company monthly in arrears. All invoices submitted for payment will be accompanied by substantiating documentation, or copies thereof, including, for Services performed on a time and materials basis, time sheets and other documentation indicating hours worked and work performed, identification of all activities supported and completed for the billing period, and other records to allow Company to determine the accuracy of invoices. Unless otherwise expressly set forth in a Statement of Work, all invoices, excluding amounts that are disputed in good faith by Company, shall be payable within thirty (30) days after Company's receipt thereof.



4. **Expenses.** Provider shall not be authorized to incur on behalf of the Company any expenses and will be responsible for all expenses incurred while performing the Services except as expressly specified in the applicable Statement of Work or otherwise agreed to in writing by the Company. As a condition to receipt of reimbursement, Provider shall be required to submit to the Company reasonable and documented evidence that the amount involved was both reasonable and necessary to the Services provided under this Agreement.

5. **Term and Termination.**

(a) Provider shall serve as a Provider to the Company for a period commencing on [ ] and terminating on the earlier of (a) the expiration of the last to expire Statement of Work or (b) the termination of this Agreement pursuant to its terms.

(b) Company may terminate this Agreement for convenience upon written notice to Provider, and such termination shall be effective as of the date of such notice. Provider may terminate this Agreement for convenience at any time upon thirty (30) calendar days' written notice. In the event of termination by Company or Provider under this Section 5(b), Provider shall be (i) paid for any portion of the Services that have been performed or delivered prior to the termination and (ii) reimbursed for any expenses that are reimbursable pursuant to Section 4 that were (x) actually incurred by Provider prior to the termination under this Section 5(b) and (y) not yet incurred by Provider but for which Provider has entered into a binding obligation with a third party to incur, provided, however, Provider will make its best efforts to work with such third parties to minimize such expenses.

(c) Should either party default in the performance of this Agreement or materially breach any of its obligations under this Agreement, including but not limited to Provider's obligations under the Provider Assignment and Confidentiality Agreement referenced below, the non-breaching party may terminate this Agreement immediately if the breaching party fails to cure the breach within thirty (30) calendar days after having received written notice by the non-breaching party of the breach or default.

6. **Independent Contractor.** Provider's relationship with the Company will be that of an independent contractor and not that of an employee.

7. **Method of Provision of Services and Permitted Subcontractors.** Provider shall be solely responsible for determining the method, details and means of performing the Services. Provider shall not subcontract or otherwise delegate the performance of the Services or its other obligations hereunder, except for commodities such as oligo synthesis and microarray fabrication, without the Company's prior written consent, provided, that, in the event the Company so consents to Provider engaging a subcontractor (when consent provided, a "Permitted Contractor"), Provider shall remain directly responsible and liable to the Company for the work and activities of each such Permitted Contractor and for each such Permitted Contractor's compliance with this Agreement, as well as for any payments required to be made to such Permitted Contractor. Provider shall expressly advise the Permitted Contractor of the terms of this Agreement, and shall require each Permitted Contractor to execute and deliver to the Company a Provider Assignment and Confidentiality Agreement referred to below.



8. **No Authority to Bind Company.** Provider acknowledges and agrees that Provider and its Permitted Contractors have no authority to enter into contracts that bind the Company or create obligations on the part of the Company.

9. **No Benefits.** Provider acknowledges and agrees that Provider and its Permitted Contractors shall not be eligible for any Company employee benefits and, to the extent Provider otherwise would be eligible for any Company employee benefits but for the express terms of this Agreement, Provider (on behalf of itself and its employees) hereby expressly declines to participate in such Company employee benefits.

10. **Taxes; Indemnification.** Provider shall have full responsibility for all applicable taxes for all compensation paid to Provider or its Permitted Contractor under this Agreement, including any withholding requirements that apply to any such taxes, and for compliance with all applicable labor and employment requirements with respect to Provider's self-employment, sole proprietorship or other form of business organization, and with respect to the Permitted Contractors, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements. Provider agrees to indemnify, defend and hold the Company harmless from any liability for, or assessment of, any claims or penalties or interest with respect to such taxes, labor or employment requirements, including any liability for, or assessment of, taxes imposed on the Company by the relevant taxing authorities with respect to any compensation paid to Provider or its Permitted Contractors or any liability related to the withholding of such taxes.

11. **Supervision of Provider's Services.** Provider will be required to report to [REDACTED] ("Contact") concerning the Services performed under this Agreement. The nature and frequency of these reports will be left to the discretion of the Contact.

12. **Performance of Services.** The Customer hereby engages Aptagen to provide the Services and produce the Deliverables, and Aptagen hereby agrees to provide the Services and produce the Deliverables subject to the terms and conditions set forth in this Agreement. The parties acknowledge that Aptagen's provision of Services hereunder is non-exclusive in nature and that nothing in this Agreement precludes Aptagen from providing research or consulting services in the same subject area or manner to other persons, companies, and/or entities not party to this Agreement, subject to Aptagen's compliance with **Section 13** (Confidential Information and Invention Assignment Agreement) of this Agreement and **Exhibit B** (Confidentiality Agreement).

13. **Confidential Information and Invention Assignment Agreement.**

(a) Aptagen shall promptly disclose to Customer in writing all Work Product arising under this Agreement. Aptagen agrees to assign and hereby does assign all rights, title and interest to Work Product, including all Patent Rights and related Intellectual Property (collectively, "Customer IP") to Customer, and Aptagen shall cooperate with Customer, at Customer's expense at the rate of \$500 per hour, in aiding Customer in perfecting assignment, filing, maintaining, prosecuting and enforcing Customer IP.

(b) All rights to Aptagen Process Improvements, including all Intellectual Property and patents and patent applications pertaining to such Aptagen Process Improvements, shall be owned exclusively by Aptagen.



14. **Conflicts with this Agreement.** Provider is not under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement, and Provider's performance of all the terms of this Agreement does not and will not breach any agreement Provider has entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by Provider in confidence or in trust prior to or during the Relationship. Provider has listed on **Exhibit C** all agreements (e.g., non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.), if any, with a current or former client, employer, or any other person or entity, that may restrict Provider's ability to perform Services for the Company. Provider will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party, and Provider will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party. Provider will not knowingly infringe upon any copyright, patent, trade secret or other property right of any former client, employer or third party in the performance of the Services.

15. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to principles of conflicts of law, and, the parties hereto irrevocably submit to the exclusive jurisdiction and venue of the state courts and federal courts located in Harrisburg, Pennsylvania to resolve any disputes arising hereunder or related hereto.

(b) **Entire Agreement.** This Agreement, together with all exhibits attached hereto which are hereby incorporated by reference, and the Provider Assignment and Confidentiality Agreement which is incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any and all other understandings and agreements, either oral or written, between the Parties hereto with respect to such subject matter.

(c) **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(d) **Successors and Assigns.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

(e) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at



such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(f) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(g) Construction. This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile or scanned copy will have the same force and effect as execution of an original, and a facsimile or scanned signature will be deemed an original and valid signature.

(i) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to this Agreement or any notices required by applicable law or the Company's Certificate of Incorporation or Bylaws by email or any other electronic means. Provider hereby consents to (i) conduct business electronically (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agrees to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

**[REMAINDER OF PAGE INTENTIONALLY LEFT  
BLANK. SIGNATURE PAGE FOLLOWS.]**



IN WITNESS WHEREOF, the Company and Provider have executed this Agreement as of the date first written above.

**APTAGEN, LLC. ("PROVIDER")**

\_\_\_\_\_ ("**Company**")

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

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

Name: \_\_\_\_\_  
Print/Type

Name \_\_\_\_\_  
Print/Type

Title \_\_\_\_\_  
Print/Type

Title \_\_\_\_\_  
Print/Type

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**

**GENERAL FORM OF STATEMENT OF WORK**

**STATEMENT OF WORK NUMBER \_\_\_\_\_**

This Statement Of Work Number \_\_\_\_ (the "SOW #\_\_") is effective as of [\_\_\_\_\_] ("SOW #[\_] Effective Date") and is entered into pursuant to the terms and conditions of the Service Provider Agreement (this "Agreement") made as of [\_\_\_\_\_] by and between **Protos Biologics Inc.**, a Delaware corporation (the "Company"), and [\_\_\_\_\_] ("Provider").

**Section A. Scope of Services** [*Describe Services to be performed, including deliverables to be provided. If applicable, describe amount of time (e.g. per week) that Provider will devote to providing Services*]

**Section B. Schedule of Delivery of Services** [*Describe schedule of Services to be performed, including schedule of deliverables to be provided, with timing for completion for each. See Exhibit A, Section A*]

**Section C. Fees for Services and Allowable Expense** [*Describe amounts to be paid for Services and manner of payment (below is an example). Also, describe what expenses are allowable*]

[For Services rendered by Provider under this SOW # [\_\_\_\_], the Company shall pay Provider either (a) at the rate of \$\_\_\_\_ per hour, payable \_\_\_\_\_. Unless otherwise agreed upon in writing by Company, Company's maximum liability for all Services performed during the term of this SOW # [\_\_\_\_] shall not exceed \$\_\_\_\_\_, or, (b) at a fixed rate of \$ \_\_\_\_\_.]

[Provider shall be paid \$\_\_\_\_\_ upon the execution of this SOW # [\_\_\_\_] and \$\_\_\_\_\_ upon completion of the Services specified on Exhibit A to this Agreement.]

IN WITNESS WHEREOF, the Company and Provider have executed this SOW # [\_\_\_\_] as of the SOW # [\_\_\_\_] Effective Date.

<b>APTAGEN, LLC. ("PROVIDER")</b>	_____ (" <b>Company</b> ")
By: _____ Signature	By: _____ Signature
Name: _____ Print/Type	Name _____ Print/Type
Title _____ Print/Type	Title _____ Print/Type
Date: _____	Date: _____



**EXHIBIT B**

**SERVICE PROVIDER ASSIGNMENT AND CONFIDENTIALITY AGREEMENT**



**EXHIBIT C**

**CONFLICTING AGREEMENTS**

The following is a list of all conflicting agreements under Section 14 (if there are none, then indicate by inserting "None"):

None

Signature of Provider: \_\_\_\_\_

Print Name of Provider: \_\_\_\_\_

Date: \_\_\_\_\_