

STANDARD TERMS

The client (“**Client**”) and Crelux GmbH (“**Provider**”) have prepared a quote or similar document that describes pricing and technical terms for a project (the “**Purchase Order**”). The Purchase Order and these Standard Terms constitute the agreement between Client and Provider for the project (the “**Agreement**”).

1. DEFINITIONS

1.1 “**Affiliate**” of a person means any other person that directly or indirectly Controls, is Controlled by, or is under common Control with, the person.

1.2 “**Confidential Information**” of a party (the “**Disclosing Party**”) means all information and materials disclosed by or on behalf of the party to the other party (the “**Receiving Party**”) or its Related Persons in connection with the Agreement that is reasonably considered to be confidential. The Confidential Information of both parties includes the existence, terms and objectives of the Agreement, and the nature of any dispute and the outcome of any arbitration proceedings arising out of or in connection with the Agreement.

1.3 “**Control**” over a person means (a) owning 50% or more of the voting securities or other ownership interests of the person or (b) having the power to direct the management or policies of the person.

1.4 “**Intellectual Property**” means patents and patent applications, trademarks, trade names, service marks, domain names, copyrights and copyright applications and registrations, schematics, industrial models, inventions, know-how, trade secrets, computer software programs and other intangible proprietary information.

2. SERVICES

2.1 **Purchase Order.** Provider shall provide certain services (the “**Services**”) to Client pursuant to the Purchase Order. If there is a contradiction between a provision of these Standard Terms and the Purchase Order, then the provision will take precedence unless the Purchase Order specifically states that it takes precedence over the provision.

2.2 **Affiliates.** Provider may delegate or subcontract the Services to an Affiliate. If the Services are provided by an Affiliate, then references to Provider in these Standard Terms will be deemed to be references to the Affiliate with the necessary modifications. Provider shall be liable for the performance of the Affiliate to the same extent as if the performance was that of Provider.

3. SERVICE FEE; PAYMENT

3.1 **Service Fee.** Client shall pay Provider a service fee in the amount and manner provided in the Purchase Order (the “**Service Fee**”).

3.2 **Expenses.** Client shall reimburse Provider for reasonable expenses that are (a) authorized by Client, (b) described in the Purchase Order, or (c) described in these Standard Terms, including Sections 5.1, 5.2, 5.3, 7.1(b), 9.3 and 12.

3.3 **Milestones.** If the Purchase Order includes a payment for completion of a project stage or other kind of milestone, then Provider shall notify Client promptly after the milestone is achieved. Client will be deemed to have agreed that the milestone was achieved unless it notifies Provider otherwise within ten business days. Each milestone payment is designed to reflect fair value of the corresponding Services, and is not dependent on any other milestone unless otherwise specified in the Purchase Order.

3.4 **Payment.** Client shall pay each of Provider’s invoices within 30 days of receipt by wire transfer to the account designated by Provider. Payment must be made without set-off or other deduction of any nature. The Service Fee is exclusive of, and Client shall pay, any applicable taxes (other than taxes on Provider’s income) and other fees of any nature imposed by or under the authority of any government authority.

3.5 **Payment Instructions.** Payment Instructions. Unless an invoice provides otherwise, Client shall pay the invoice in EURO by wire transfer to the account listed below:

Name	CRELUX GmbH
Address	Am Klopferspitz 19a 82152 Martinsried GERMANY
Account	34152207
Currency	EURO
Beneficiary Bank	Stadtsparkasse München
Beneficiary SWIFT	SSKM DE MM
Correspondent Bank	Stadtsparkasse München
Correspondent	SSKM DE MM

SWIFT BIC	
Correspondent	N/A
Fed wire ABA	

3.6 **No Claw backs.** Service Fee and other payments under this Section are non-cancelable and non-refundable.

3.7 **Payment Default.** In the event of an overdue payment (a “**Payment Default**”), (a) interest of 0.33% will be accrued daily (12% per annum) of the overdue payment as of the date of the Payment Default and (b) Provider may suspend the provision of the Services until the Payment Default is rectified by Client. If the Payment Default is not rectified within 30 days, then it will be deemed an incurable material breach of the Agreement, and Provider may terminate the Agreement pursuant to Section 11.1(b).

4. PROVISION OF SERVICES

4.1 **Specifications.** Provider shall provide the Services in accordance with the specifications of the Purchase Order.

4.2 **Qualifications.** Provider shall ensure that the persons that provide the Services (the “**Personnel**”) (a) have the appropriate skills, training and experience and (b) are bound by confidentiality obligations consistent with the terms of the Agreement.

4.3 **Compliance.** Provider shall provide the Services in compliance with applicable law and applicable GxP in all material respects.

4.4 **On-Site Monitoring.** Representatives of Client may, upon reasonable notice and at times reasonably acceptable to Provider, visit the facilities where the Services are provided and consult informally during such visits with appropriate Personnel in order to monitor the Services. The representatives will be bound by rules applicable to the facilities and may, at the reasonable discretion of Provider, be prohibited from entering or only given limited access to certain areas within the facilities. Provider may require that Client or the representatives execute an agreement that regulates the representatives’ conduct during their visit. Client shall be responsible for all expenses incurred in connection with such visits.

5. SOURCING OF MATERIAL

5.1 **Materials.** Provider shall, at Client’s expense or as otherwise specified in the Purchase Order, purchase all materials necessary for the Services (the “**Materials**”). If a Material is not commercially available, then Client may elect to (a) supply the Material to Provider or (b) amend the Purchase Order to permit the use of a commercially available substitute.

5.2 **Client Materials.** If a Material is to be supplied by Client (a “**Client Material**”), then Client shall provide the Client Material at its expense in a timely manner and provide such information as may be required by Provider or applicable law concerning the stability, storage and safety requirements. Provider shall ensure that the Client Material will be (a) used solely for the purpose of providing the Services, (b) only distributed to Personnel on a need-to-know basis for the provision of the Services and (c) preserved and protected in a manner consistent with the specifications of the Purchase Order and any relevant standard operating procedures or other instructions provided by Client.

5.3 **Unused Client Materials and Other Materials.** Provider shall, at Client’s option and expense, return, destroy or otherwise dispose of unused Client Materials promptly after the earlier of (a) completion of the Services for which the Client Materials were provided, (b) termination of the Agreement, or (b) receipt of written instructions from Client pertaining to their disposition. Provider may dispose of other unused Materials at its sole discretion.

6. RECORDS

6.1 **Storage.** All materials, data and documentation obtained or generated by Provider in the course of providing the Services, including all computerized records and files (“**Records**”), will be maintained in a secure area in accordance with industry standards. The Records are the sole and exclusive property of Client.

6.2 **Retention.** Upon termination of the Agreement, Provider shall, at Client’s option, (a) destroy the Records, (b) deliver the Records to Client, or (c) retain the Records for three years and then destroy them. If the Records

are to be destroyed, then Provider shall give 30-days' written notice to Client, and Client may elect during the 30-day period to have the Records transferred to it. Notwithstanding the foregoing, the Records may be retained as required by applicable law or as otherwise necessary for regulatory or insurance purposes.

7. INTELLECTUAL PROPERTY

7.1 Ownership. (a) Except as otherwise provided in the Standard Terms, (i) Provider has no rights in any Intellectual Property that is owned by or licensed to Client or any of its Affiliates ("**Client IP**") and (ii) Client has no rights in any Intellectual Property that is owned by or licensed to Provider or any of its Affiliates ("**Provider IP**"). (b) Provider shall ensure that each of the Personnel vests in Provider any and all rights that such person might otherwise have in the Intellectual Property created or developed in connection with the provision of the Services ("**Project IP**"). Provider hereby assigns and shall assign all right, title and interest in Project IP to Client. Client will, at its expense, have sole control of filing and prosecuting applications for, and maintenance and enforcement of, patents for Project IP. Provider shall, at Client's expense, use reasonable efforts to assist Client to obtain, maintain and enforce the patents. Client shall promptly notify Provider of any patents granted for Project IP. Provider is responsible for all payments to be made to Personnel in accordance with applicable law requiring remuneration for inventions. (c) Notwithstanding the foregoing, Intellectual Property created or developed in connection with the provision of the Services that is derivative of Provider IP or that relates to experimental methods is Provider IP and not Project IP. (d) Unless otherwise provided for in the Purchase Order, Project IP and Records may only be used for research purposes. Other uses such as in connection with regulatory filings are prohibited.

7.2 Licenses. (a) Client hereby grants, and shall ensure that each applicable Affiliate will promptly grant, to Provider and its Affiliates the limited right to use Client IP and Project IP for the purpose of providing the Services. (b) Provider hereby grants, and shall ensure that each applicable Affiliate will promptly grant, to Client and its Affiliates the limited right to use Provider IP for the purpose of using Project IP.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual. Each party represents and warrants that (a) it validly exists under the laws of the jurisdiction in which it was organized, (b) it has the full power, right and authority to execute and deliver the Agreement and to perform its obligations under the Agreement, (c) the Agreement once executed will constitute a legal, valid and binding agreement enforceable against it and (d) its performance of the Agreement will not conflict with any obligations it may have to any other person.

8.2 Infringement. Each party represents and warrants that, to the best of its knowledge, the Services will not infringe the Intellectual Property rights of any third party.

8.3 Debarment. Provider represents and warrants that neither it nor any of the Personnel has been debarred, or, to the best of its knowledge, is under consideration for debarment, by the United States Food and Drug Administration from working in or providing services to any pharmaceutical or biotechnology company pursuant to the Generic Drug Enforcement Act of 1992 or any other governmental authority pursuant to analogous laws.

8.4 Compliance with Law. Each party (a) represents and warrants that neither it nor any of its Affiliates violated any applicable law in connection with actions leading up to entry into the Agreement and (b) shall, and shall ensure that each applicable Affiliate will, comply with all applicable law in connection with performance of the Agreement. Each party shall immediately notify the other party upon becoming aware of a breach of this Section. Breach of this Section with respect to the U.S. Foreign Corrupt Practices Act or any other anti-bribery law will be deemed an incurable material breach for purposes of Section 11.1(b).

9. INDEMNIFICATION; LIMITATION ON LIABILITY; INSURANCE

9.1 Third Party Claims. Each party shall defend, indemnify and hold the other party and its Affiliates and its and their directors, officers, employees, agents and consultants and legal, financial, accounting and other advisors ("**Related Persons**") harmless from and against any and all liabilities and damages (including reasonable attorneys' fees) ("**Losses**") resulting from any third party claims, demands, suits or proceedings ("**Claims**") to the extent arising out of or relating to (a) in the case that Provider is the indemnifying party, its performance of the Services, (b) in the case that Client is the indemnifying party, its use of Project IP or deliverables produced under the Agreement, (c) a material breach of the Agreement by the indemnifying party, (d) a material violation of applicable law by the indemnifying party or any of

its Related Persons or (e) the negligence, recklessness or willful misconduct of the indemnifying party or any of its Related Persons during the course of activities carried out in connection with the Agreement. The indemnification obligations set forth in this Section 8.1 do not apply to the extent that the Loss arises in whole or in part from the negligence, recklessness or willful misconduct of the indemnified party or any of its Related Persons.

9.2 Intellectual Property Claims. Client shall defend, indemnify and hold Provider and its Related Persons harmless from and against Losses resulting from Claims arising out of or related to infringement of any Intellectual Property rights in connection with the Services other than Claims that are solely based on Provider IP independent of the Services. Provider shall defend, indemnify and hold Client and its Related Persons harmless from and against Losses resulting from Claims arising out of or related to infringement of any Intellectual Property rights in connection with the Services and that are solely based on Provider IP independent of the Services.

9.3 Defense. Each party shall notify the other party promptly upon learning of a Claim that is subject to indemnification pursuant to Section 9.1 or 9.2. The indemnifying party may control, at its own expense, the defense of the Claim in good faith with counsel of its choice as long as such counsel is reasonably acceptable to the indemnified party. The indemnified party shall use reasonable efforts to cooperate in the defense and may participate at its own expense using its own counsel. No compromise or settlement of any Claim may be made by the indemnifying party without the indemnified party's written consent unless (a) there is no finding or admission of any violation of law or any violation of the rights of any person and no effect on any other claims that may be made against the indemnified party, (b) the sole relief provided is monetary damages that are paid in full by the indemnifying party and (c) the indemnified party's rights under the Agreement are not adversely affected.

9.4 Limitations on Liability. Except for Losses resulting from Claims for which a party has indemnification obligations or damages arising from breach of confidentiality obligations or from a party's gross negligence or willful misconduct: (a) neither party will be liable to the other party for breach-of-contract damages that (i) the breaching party could not reasonably have foreseen on entry into the Agreement or (ii) result from special circumstances of the non-breaching party; and (b) Provider's maximum aggregate total liability in connection with the Agreement will not exceed the total payments received under the Agreement.

9.5 Insurance. Each party shall ensure that insurance coverage is carried and maintained with a financially sound and reputable insurer against loss from such risks and in such amounts as is sufficient to support its obligations under the Agreement. Each party shall provide a copy of the applicable insurance policy if requested by the other party.

10. CONFIDENTIALITY AND PUBLICITY

10.1 Confidentiality. Subject to Section 10.2, during the term of the Agreement and for five years thereafter, the Receiving Party shall, and shall ensure that its Related Persons will, (a) maintain the Confidential Information in confidence, (b) not use the Confidential Information other than in connection with the Agreement and (c) not disclose the Confidential Information to any third party other than (i) those of its Related Persons that have a need to know the Confidential Information in connection with the Services and are obligated to maintain the Confidential Information in confidence and (ii) to the extent required by applicable law or reasonably necessary to prosecute or defend litigation or arbitration, and, in either case, only after the Receiving Party gives the Disclosing Party reasonable advance notice of such disclosure and uses reasonable efforts to secure confidential treatment of the Confidential Information. Notwithstanding the foregoing, the existence of the Agreement and its non-technical terms may be disclosed confidentially in connection with a potential financing or acquisition.

10.2 Exceptions to Confidentiality. The obligations of Section 10.1 do not apply to Confidential Information if (a) the Confidential Information is public knowledge or becomes public knowledge after disclosure through no fault of the Receiving Party or any of its Related Persons, (b) the Confidential Information can be shown by the Receiving Party to have been in its or any of its Related Persons' possession prior to disclosure, (c) the Confidential Information was received from a third party that was not obligated to the Disclosing Party or any of its Related Persons to maintain the Confidential Information in confidence, or (d) the Receiving Party can show that equivalent information was developed independently by the Receiving Party or any of its Related Persons without recourse to the Confidential Information.

10.3 Return of Confidential Information. Upon termination of the Agreement, and if requested in writing by the Disclosing Party within 30 days thereafter, the Receiving Party shall cause all Confidential Information to be promptly destroyed or returned to the Disclosing Party; provided, however, that (a) the Receiving Party may retain a single secure copy of any Confidential Information for legal archival purposes and (b) electronic back-up files that have been created by routine archiving and back-up procedures need not be deleted.

10.4 Publicity. Each party shall not, and shall ensure that its Related Persons will not, use the name, symbols or marks of the other party or any of its Affiliates in any advertising or publicity material or make any form of representation or statement that would constitute an express or implied endorsement by the other party or any of its Affiliates of any commercial product or service without the other party's or Affiliate's prior written consent.

11. TERM AND TERMINATION

11.1 Agreement. The term of the Agreement commences on the Effective Date and will terminate upon completion of the Services. Notwithstanding the foregoing, either party may terminate the Agreement: (a) at any time with three months' advance notice to the other party; or (b) immediately upon notice to the other party if (i) a material breach of the Agreement by the other party remains uncured 30 days after notice of the material breach was received by the other party and (ii) the material breach was not caused by the party terminating the Agreement or any of its Affiliates.

11.2 Survival. Upon termination of the Agreement, all outstanding rights and obligations between the parties arising out of or in connection with the Agreement will immediately terminate, other than any obligations that (a) matured prior to the effective date of the termination or (b) by their nature are intended to survive.

11.3 Termination Fee. If the Agreement is terminated, then Client shall pay Provider for the Services rendered and all non-cancelable obligations in connection with the Services. If the Agreement is terminated by Provider pursuant to Section 11.1(b), then Provider may charge Client a termination fee equal to 25% of the remaining value of the Agreement as non-exclusive liquidated damages in connection with the redeployment of reserved personnel and production capacity.

12. SHIPPING

12.1 All materials to be provided by Provider to Client will be delivered FCA (carrier named by Client) (Incoterms 2010), including deliverables produced under the Agreement, returned Client Materials, returned Records and returned Confidential Information. For the avoidance of doubt, FCA (carrier named by Client) means Provider is responsible for handing over the materials, cleared for export, to a carrier named by Client. Client assumes risk at hand over and pays all costs.

12.2 All materials to be provided by Client to Provider will be delivered DDP (site designated by Provider) (Incoterms 2010), including Materials provided by Client and Client Materials. For the avoidance of doubt, DDP (site designated by Provider) means Client is responsible for delivery to and unloading at the site designated by Provider and pays all costs including import duties and taxes.

13. MISCELLANEOUS

13.1 Force majeure. Neither party shall be liable for non-fulfilment of its obligations under the Agreement if such non-fulfilment is due to an occurrence of force majeure. Each party shall use reasonable efforts to mitigate adverse consequences.

13.2 Assignment. The Agreement may not be assigned by a party without the prior written consent of the other party; provided, however, that a party may assign the Agreement to an Affiliate with a net worth or insurance commensurate with the obligations to be assumed. Any purported assignment in violation of this Section is void.

13.3 Notices. All notices, requests, demands and other communications required under the Agreement must be in writing and will be deemed to have been given or made and sufficient in all respects when delivered by reputable international courier to the following addresses: (a) if to Client, then to the address provided in the Purchase Order and (b) if to Provider, then to WuXi AppTec, Building 1, 288 Fute Zhong Road, Waigaoqiao Free Trade Zone, Shanghai, China 200131, attention: Commercial Contracts Office, telephone: +86 21 5046 1111, with a copy to CRELUX GmbH, Am Klopferspitz 19a, 82152 Martinsried, Germany.

13.4 Independent Contractor. The parties are independent contractors, and nothing contained in the Agreement may be deemed or construed to create a partnership, joint venture, employment, franchise, agency, fiduciary or other relationship between the parties.

13.5 Non-Solicitation. During the term of the Agreement and for one year thereafter, Client shall not induce or solicit (or authorize or assist in the taking of any such actions by any third party) any employee or consultant of Provider or any of its Affiliates to leave his or her employment or business association.

13.6 Governing Law. The laws of Germany, without giving effect to principles of conflict of laws, govern all matters relating to the Agreement.

13.7 Arbitration. The parties shall engage in good faith consultation to resolve any dispute arising out of or in connection with this agreement. Such consultation will begin immediately after one party has delivered to the other party a request for consultation. If the dispute cannot be resolved within 30 days following the date on which the request for consultation is delivered, then either party may submit the dispute to the Hong Kong International Arbitration Centre ("HKIAC") for arbitration to be conducted in accordance with the Arbitration Rules of HKIAC in effect at the time of submission. The place of arbitration will be Hong Kong. The official language of the arbitration will be English. The tribunal will consist of one arbitrator to be appointed by HKIAC. The arbitration proceedings will be confidential, and the arbitrator may issue appropriate protective orders to safeguard each party's Confidential Information. During the course of arbitration, the parties shall continue to implement the terms of this agreement. The arbitral award will be final and binding upon the parties, and the party to the award may apply to a court of competent jurisdiction for enforcement of the award. Notwithstanding the foregoing, each party has the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator.

13.8 Entire Agreement; Non-Reliance. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement. Prior agreements are hereby superseded. For the avoidance of doubt, prior confidentiality obligations are superseded to the extent that they cover Confidential Information. Each party disclaims that it is relying on any representations or warranties other than those set forth in the Agreement, and irrevocably waives any rights that it might otherwise have to extra-contractual remedies, including claims in tort relating to communications outside of the Agreement.

13.9 Amendment. No modification or waiver of any term of the Agreement or any other form of amendment to the Agreement will be binding unless made expressly in writing and signed by both parties.

13.10 No Third Party Beneficiaries. The provisions of the Agreement are for the sole benefit of the parties.

13.11 Waiver. The waiver by either party of any breach of any term of the Agreement will not constitute a waiver of any other breach of the same or any other term. Failure or delay on the part of either party to fully exercise any right under the Agreement will not constitute a waiver or otherwise affect in any way the same or any other right.

13.12 Severability. If any provision in the Agreement is held to be invalid, illegal or unenforceable in any respect, then (a) the provision will be replaced by a valid and enforceable provision that achieves as far as possible the intention of the parties and (b) all other provisions of the Agreement will remain in full force and effect as if the original Agreement had been executed without the invalidated, illegal or unenforceable provision