

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into as of the last date signed below (the “Effective Date”) by and between WuXi Biologics (Hong Kong) Limited, a Hong Kong corporation with an office at Flat/RM826, 8/F Ocean Centre Harbour City, 5 Canton Road TST, Hong Kong (“WuXi Biologics”) and Frontier Scientific Solutions, LLC, a North Carolina (US) limited liability company with an office at 805 N. 23rd Street, Wilmington, NC 28405 United States (“FRONTIER”) (each a “Party” and together the “Parties”).

WHEREAS, WuXi Biologics is engaged in the development of pharmaceutical products and desires to engage FRONTIER to perform Services (as defined below) in connection with certain products under development by or under control of WuXi Biologics; and

WHEREAS, FRONTIER is engaged in providing certain services for pharmaceutical development programs on behalf of its customers; and

WHEREAS, the Parties desire to enter into this Agreement to govern their business relationship in connection with any Services to be performed.

NOW THEREFORE, in consideration of the mutual promises and undertakings herein, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound do hereby agree as follows:

1. Services.

1.1. FRONTIER shall supply services to WuXi Biologics in accordance with this Agreement and any Work Order agreed upon by the Parties in writing (the “Services”). A template Work Order is set forth in Appendix A - Work Order Template. For the avoidance of doubt, any Services provided by FRONTIER to WuXi Biologics shall be subject to the terms of this Agreement. WUXI BIOLOGICS agrees to comply with the obligations on its part set out in each relevant Work Order.

2. Compensation.

2.1. WuXi Biologics shall pay FRONTIER for Services in accordance with the rates specified in the Work Order or as otherwise agreed through provision of a rate card. FRONTIER’s rates are not fixed and may be adjusted with reasonable notice.

3. Invoicing.

3.1. WuXi Biologics shall pay all undisputed invoices within thirty (30) days of the date of invoice receipt. WuXi Biologics shall make payment by wire transfer or automated clearing house (ACH) transfer to an account designated by FRONTIER to WuXi Biologics. In the event of a dispute as to an amount owed under an invoice,

WuXi Biologics must provide a written notice of dispute to FRONTIER within twenty (20) days of receipt for any disputed amount detailing the reason for the dispute, which the Parties shall attempt to resolve in good faith. WuXi Biologics must timely pay any undisputed portion.

- 3.2. FRONTIER will submit all invoices to the WuXi Biologics Primary Contact at the address set forth in the Work Order, or at such other address as is mutually agreed. WuXi Biologics may specify a different invoice address by giving FRONTIER reasonable advance notice. WuXi Biologics agrees to inform FRONTIER of any issue that may delay payment of any invoice within ten (10) days of receipt of such invoice in order that the issue can be promptly resolved and target invoice payment dates can be maintained.
- 3.3. All amounts referred to in this Agreement or any Work Order are exclusive of any tax, fee or charge imposed from time to time by any government or other authority (e.g. Value Added Tax) and all such amounts are subject to the addition of such tax, fee or charge. WuXi Biologics is not responsible for payment of any taxes based on FRONTIER's income.

4. Representations and Warranties.

4.1. Mutual Warranties. Each Party represents and warrants that:

- 4.1.1. The execution, delivery and performance of this Agreement does not conflict with any agreement, instrument or understanding, oral or written, to which it may be bound, and does not violate any law or regulation of any court, governmental body or administrative or other agency having authority over it.
- 4.1.2. It shall comply and shall use all reasonable endeavors to procure that its personnel comply, with all applicable international, supranational, national, state, provincial, regional and local laws, ordinances, codes, rules and regulations. Each Party shall have all professional licenses, permits, certificates and registrations required for its business operation (as applicable); specifically, WuXi Biologics shall have all necessary authorizations required for FRONTIER to provide compliant Services; and
- 4.1.3. It is validly existing and in good standing under the laws of the jurisdiction of its organization and has the power and authority to enter into this Agreement. This Agreement has been duly executed and delivered and constitutes a valid and binding obligation, enforceable against it in accordance with its terms. The execution, delivery and performance of this Agreement has been duly authorized by all necessary actions on the part of its officers and directors.

4.2. WuXi Biologics Warranties.

- 4.2.1. WuXi Biologics represents and warrants it will provide to FRONTIER, in good time and at its cost, all complete and accurate information, permits,

authorizations, and other documentation relating to goods and/or materials tendered for shipment or storage under this Agreement which is necessary and/or appropriate for FRONTIER to properly perform Services and comply with applicable laws. This may include, without limitation, the weight, description, particulars, values, special handling instructions and regulatory declarations of all such goods and/or materials;

4.2.2. WuXi Biologics represents and warrants (and represents and warrants on behalf of the shipper):

4.2.2.1. It is either the owner or authorized agent of the owner(s) of any goods and/or materials tendered for shipment or storage with FRONTIER and that it is accepting the terms and conditions of this Agreement not only for itself but also as agent for and on behalf of any such owner(s);

4.2.2.2. all goods tendered to FRONTIER have been properly and sufficiently prepared, packed, stowed, labeled, marked and/or documented (including in compliance with all applicable laws and regulations) and that the preparation, packing, stowage, labeling, marking and documentation are appropriate to any operations or transactions affecting the goods and characteristics of the goods;

4.2.2.3. the goods tendered to FRONTIER do not comprise or contain any explosive, incendiary or other device, substance or weapon which may endanger life or the safety of any aircraft, ship, vehicle or other transport conveyance or which may cause or is likely to cause loss, damage, injury to or death of any person or property;

4.2.2.4. it will not tender to FRONTIER any dangerous or hazardous materials within the meaning of the IATA Dangerous Goods Regulations, the International Maritime Organization Dangerous Goods Code or the Accord Dangereaux Routier Regulations from time to time in force without obtaining FRONTIER's prior written consent. Where such consent is granted, WuXi Biologics warrants that all such materials are packed, labeled and specified and otherwise meet all the requirements and provisions of such regulations; and

4.2.2.5. it has complied at all times and will continue to comply with all statutes, rules and regulations of any and all governments and governmental agencies governing its activities and in particular but without prejudice to the generality of the foregoing those relating to aviation, maritime or general transportation, import/export, and security requirements and that it has complied at all times and will continue to comply with all rules and regulations of any concerned body whether public or private having jurisdiction over its activities and which has or may impose such security requirements.

4.3. FRONTIER Warranties.

4.3.1. FRONTIER represents and warrants that FRONTIER shall perform, and shall use all reasonable endeavors to procure that FRONTIER's personnel perform, the Services and all its obligations under this Agreement in accordance with this Agreement; and in a professional, commercially diligent manner, in accordance with the generally accepted industry and professional standards, procedures and practices.

5. Term.

5.1. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect for a period of three (3) years (the "Initial Term") unless terminated earlier in accordance with this Agreement, provided that this Agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term" and together with the "Initial Term", the "Term").

6. Termination.

6.1. Either Party has the right to terminate this Agreement or any Work Order at any time upon ninety (90) day written notice to the other Party. Where Services are provided by FRONTIER after the date of termination or expiry of this Agreement pursuant to any agreed Work Order or discrete project entered into before the date of termination or expiry of this Agreement, the Parties agree that with respect to those Services the terms and conditions of this Agreement continue to apply.

6.2. Each Party has the right to terminate this Agreement immediately upon notice to the other Party if such other Party (i) becomes insolvent or unable to pay its debts in the normal course of business, (ii) if a liquidator, receiver or trustee in bankruptcy is appointed for such Party or its assets, or (iii) if any petition, proceeding or action is instituted against such Party under any insolvency law, and such action is not dismissed within forty-five (45) days.

6.3. If either Party commits a material breach under this Agreement which is not remedied (or where such breach is not capable of remedy, the Party in breach does not take all reasonable steps to prevent its recurrence) within thirty (30) days of receipt of written notice from the other Party specifying the breach, then that other Party may terminate this Agreement by written notice.

6.4. In the event of termination of this Agreement or an individual Work Order, WuXi Biologics shall compensate FRONTIER for all fees for Services properly performed through and including the date of termination and all properly incurred and non-cancellable costs.

6.5. The termination or expiration of this Agreement shall not affect the survival and continuing validity of sections 2 (Compensation), 6 (Termination), 7 (Confidentiality), 8 (Indemnity), 9 (Limitation of Liability), 12 (Dispute Resolution), 19 (Governing Law).

6.6. Termination of this Agreement shall not affect the continuing responsibilities and obligations of the Parties pursuant to Section 7 (Confidentiality) hereunder.

7. Confidentiality.

- 7.1. "Confidential Information" means, in respect of each party, all information shared directly or indirectly by a party (whether oral or recorded in any medium). Such information may include, but is not limited to, information regarding its or its corporate affiliates' business, finances, current and prospective financial or trading situations, promotional and marketing activities, products, processes, standard operating procedures, customers, business plans, strategies, forecasts, valuations, quotations, pricing information, proposals, responses and discussions related to requests for information or requests for proposal, trade secrets, know-how, and information technology, which is either marked as confidential, or would reasonably be considered to be confidential information by a reasonable person. A party disclosing Confidential Information is referred to as a "Disclosing Party" and a party receiving Confidential Information is referred to as a "Receiving Party".
- 7.2. Information shall not be considered "Confidential Information" if such information: (i) was lawfully in possession of Receiving Party at the time of disclosure; (ii) is already public when Disclosing Party discloses it to Receiving Party or becomes public (other than as a result of breach of this Agreement by the Receiving Party) after Disclosing Party discloses it to Receiving Party; or (iii) is independently discovered or developed by Receiving Party without the use of Disclosing Party's Confidential Information, as can be documented by reasonable evidence.
- 7.3. Each party represents that it is legally authorized to share the Confidential Information it discloses to Receiving Party under this Agreement. Each party may only share Confidential Information of the other party with its, and its corporate affiliates', directors, officers, employees, professional advisors, lenders and subcontractors ("Representatives") to the extent each (i) needs to know Confidential Information for performance of this Agreement, (ii) is informed of the confidential nature of the Confidential Information; and (iii) has signed confidentiality agreements containing, or is otherwise bound by, confidentiality obligations at least as restrictive as those contained herein. Each Receiving Party shall be liable for any breach by its Representatives of the terms in this Agreement.
- 7.4. If Receiving Party or its Representatives are required by applicable law to disclose Confidential Information, Receiving Party will (unless prohibited from doing so by applicable law) give Disclosing Party prior written notice and reasonably cooperate with Disclosing Party, at Disclosing Party's expense, in seeking protective treatment of such Confidential Information.
- 7.5. Each party shall ensure Confidential Information will be kept in a secure place and protected against theft, loss, and unauthorized access. Each party agrees not to share Confidential Information of the other with any other party or otherwise use

Confidential Information of the other for any reason other than the Services, and then only as allowed by this Agreement.

7.6. Receiving Party will at any time upon the written request of Disclosing Party promptly either return to Disclosing Party or destroy all Confidential Information in Receiving Party and/or its Representatives' control and any record (in whatever medium) of such Confidential Information. Provided, however, nothing in this Agreement requires either party to return or destroy any information retained by routine automated back-up procedures, or any information which it or its Representatives are legally required to retain, provided that, in each case, all such information shall remain subject to the terms of this Agreement.

7.7. The obligations of confidentiality herein shall apply during the period of all applicable Work Orders, this Agreement, and for a period of five (5) years thereafter.

8. Indemnity.

8.1. WuXi Biologics shall indemnify, defend, and hold harmless FRONTIER and its respective Affiliates, agents, representatives, officers, directors, employees, and contractors ("FRONTIER Indemnitees") from and against any and all costs, expenses (including reasonable legal fees and expenses, together with any applicable VAT), damages, penalties, fines, claims, suits, demands, judgments and liabilities FRONTIER Indemnitees may suffer as a result of any action brought by a third party which are the result of or may arise out of any breach of this Agreement by WuXi Biologics or the gross negligence or willful misconduct of WuXi Biologics.

8.2. FRONTIER shall indemnify, defend, and hold harmless WuXi Biologics and its respective Affiliates, agents, representatives, officers, directors and employees ("WuXi Biologics Indemnitees") from and against any and all costs, expenses (including reasonable legal fees and expenses, together with any applicable VAT), damages, penalties, fines, claims, suits, demands, judgments and liabilities WuXi Biologics Indemnitees may suffer as a result of any action brought by a third party which are the result of or may arise out of any breach of this Agreement by FRONTIER or the gross negligence or willful misconduct of FRONTIER.

9. Limitation of Liability.

9.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OR LOSS OF BUSINESS, LOST GOODWILL, LOST REVENUE AND LOST OPPORTUNITY) ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER. The foregoing limitation of liability and exclusion of damages

applies even if a Party had or should have had knowledge, actual or constructive, of the possibility of such damages. The foregoing limitation of liability and exclusion of damages shall apply whether a claim is based on breach of contract, breach of warranty, tort (including negligence), product liability, strict liability or otherwise, and notwithstanding any failure of essential purpose of any limited remedy herein. Any stated delivery time is only an estimate. Time is not of the essence in relation to delivery dates.

- 9.2. The parties acknowledge that certain mandatory legislation may apply to the Services. Such Mandatory Legislation provides for claim filing procedures related to shipment of goods and mandatory liability limits for loss or damage to goods. This legislation may include, but is not limited to, the Montreal Convention, the Warsaw Convention, the Convention on the Contract for the International Carriage of Goods by Road, and the Carmack Amendment (49 U.S.C. §14706) (collectively, "Mandatory Legislation").
- 9.3. To the extent Mandatory Legislation applies to a claim, FRONTIER's sole liability for loss of, or damage to, a shipment for any reason is exclusively determined and limited in accordance with Mandatory Legislation, and to the extent any minimum claim filing time limits or liability amounts are set forth, the minimum limits apply.
- 9.4. In the absence of Mandatory Legislation and notwithstanding anything else in this Agreement:
- 9.4.1. FRONTIER's liability for goods in permanent storage ("permanent storage" meaning storage other than "temporary storage in the course of transit" which is the temporary storage by FRONTIER or on FRONTIER's behalf that is an element of the conveyance from the collection point to the delivery address including, but not limited to, overnight storage pending onward next day movement and temporary storage pending confirmation of customs clearance or receipt of required shipment documentation) shall not exceed the lesser of (i) the stated value of the goods or (ii) \$100,000.
- 9.4.2. In the event WuXi Biologics desires to increase the liability limit for any individual shipment, WuXi Biologics must separately so designate in the Work Order.
- 9.4.3. In the absence of Mandatory Legislation, FRONTIER shall have no liability for any claim related to loss or damage to goods except to the extent it arises from FRONTIER's gross negligence, intentional wrongful act or omission, or breach of this Agreement.

10. Insurance.

- 10.1. FRONTIER shall maintain appropriate insurance necessary to cover its potential liabilities in respect of the Services.

11. Notice.

11.1. All notices given pursuant to this Agreement shall be in English, in writing and signed by or on behalf of the person giving such notice.

11.2. Service of a notice must be effected by one of the following methods:

11.2.1. personal delivery by hand to the address below; or

11.2.2. pre-paid certified mail or pre-paid overnight mail to the address below.

11.2.3. All notices shall be addressed as follows AND must be accompanied by email notification:

For WuXi Biologics:	For FRONTIER
Building #22, Hedan Road, Pudong District, Shanghai, China, 200131 Attn: Jason Xiao; Email: xiaochaowen@wuxibiologics.com	805 N. 23 rd Street Wilmington, NC 28405 Attn: Michael Daily Email: mdaily@cilcap.com

12. Dispute resolution.

With respect to any controversy, claim, counterclaim, dispute, difference or misunderstanding arising out of or relating to the interpretation or application of any term or provision of this Agreement or any related documents, a Party shall promptly provide written notice to the other Party of the existence of such dispute. The Parties shall for a period of thirty (30) days following receipt of such notice enter into good faith discussions and negotiations in an attempt to resolve such dispute. If, by the end of such thirty (30) day period, unless such period is extended by mutual agreement of the Parties in writing, the Parties have been unable to resolve such dispute, either Party may initiate litigation proceedings. The procedures specified in this section are a precondition to the initiation of litigation by a Party, in connection with disputes between the Parties arising out of or relating to this Agreement; provided, however, that a Party may seek a preliminary injunction or other preliminary judicial relief, without attempting to resolve such dispute as provided in this section if in its judgment such action is necessary to avoid irreparable harm. Further, the requirement to attempt to resolve a dispute in accordance with this section does not affect a party's right to terminate this Agreement.

13. Force Majeure.

Either Party shall be excused from performing its obligations under this Agreement if their performance is delayed or prevented by any cause beyond such Party's control, including, but not limited to, acts of God, fire, explosion, epidemic, war, insurrection, civil strife, riots, terrorism, government action, general power failure or unavailability of personnel or equipment. Performance shall be excused only to the extent of, and during the reasonable continuance of, such disability. Any deadline or time for performance specified in a Work

Order that falls due during or subsequent to the occurrence of any of the disabilities referred to in this section shall be automatically extended for a period of time equal to the period of such disability. In the event a Party is excused from performing its obligations pursuant to this Section 16, the other Party shall be similarly excused from its reciprocal obligations.

14. Relationship.

The relationship between FRONTIER and WuXi Biologics shall be that of independent contractors, and this Agreement creates no relationship of joint venture, partnership, employment or principal and agent between the Parties and nothing in this Agreement shall be construed to designate any of FRONTIER's employees, subcontractors or agents, as employees, subcontractors, agents, joint venturers or partners of WuXi Biologics. FRONTIER has no right or authority to create any obligation, expressed or implied, on behalf of WuXi Biologics, or to bind WuXi Biologics in any manner except as provided in this Agreement. WuXi Biologics shall not exercise any control over FRONTIER and the employees, subcontractors, methods and equipment used by FRONTIER shall at all times be under FRONTIER's exclusive direction and control. FRONTIER is wholly responsible for withholding and payment of all national, federal, state and local income and other payroll taxes (as applicable) with respect to its employees, including contributions from them as required by applicable law. FRONTIER may provide coordination of customs clearance for shipments as part of the Services; however, FRONTIER will not undertake any responsibilities of a customs broker unless otherwise agreed in writing. If a customs broker is required, FRONTIER may coordinate with a customs broker as agreed by WuXi Biologics, however FRONTIER shall have no liability for the acts or omissions of a broker.

15. Assignment.

Neither Party hereto may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, save that either Party may assign its rights or obligations hereunder to its Affiliate, or to the purchaser of all or substantially all its assets, or to its successor entity or acquirer in the event of a merger, consolidation or change in control, without the prior written approval of the other Party. Any attempted assignment in violation of this section shall be null and void. Subject to the foregoing, the covenants of this Agreement shall apply and inure to the benefit of and be binding upon the Parties hereto, and upon their respective heirs, executors, administrators, assigns, trustees and successors in interest.

16. Severability.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, this Agreement shall be effected, interpreted and construed so as to give validity, legality and enforceability to all remaining provisions of this Agreement and so as best to effect the overall intent of this Agreement.

17. Waiver and Amendment

No waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach and no waiver will be effective unless made in

writing. No amendment, variation or modification of any of the terms or conditions of this Agreement shall be deemed valid unless made in writing and duly executed by authorized representatives of both Parties.

18. Entire Agreement

This Agreement, its appendices and any Work Orders are intended by the Parties to be the final, total and exclusive expressions of their mutual relationship with respect to the Services contemplated hereunder. The Parties shall not be bound by any representations, promises, inducements or agreements, verbal or written, prior or contemporaneous, not expressly set forth or referenced in this Agreement. In the event of any conflict between the provisions of this Agreement and any other agreement, contract, or form, the following order of precedence shall apply: a) this Agreement, b) the attached service specific schedules, c) a Work Order, d) a mutually agreed rate card, e) any other mutually executed document f) shipping documents. Any reference to "days" or "months" shall be to calendar days or months respectively, unless otherwise stated.

19. Governing Law

This Agreement shall be interpreted, construed, governed and enforced in accordance with the laws of New York. The Parties irrevocably submit to the exclusive jurisdiction of the state or federal courts of New York City in respect of any claim, dispute or difference arising out of or in connection with this Agreement. Any legal proceedings that arise under this Agreement shall be brought in the state or federal courts located in New York City.

20. No Publicity.

Neither Party shall (i) make any public disclosure regarding the relationship contemplated by this Agreement, or (ii) use the name, likeness, logo, or other Intellectual Property of the other Party, without the express written permission of such other Party.

21. Compliance with Laws.

The Parties agree to comply with all laws and regulations applicable to the performance of their respective obligations under this Agreement, including but not limited to those related to export control, FCPA, or anti-kickback regulations, and neither Party shall export nor re-export any tangible goods, service or information related to this Agreement without first obtaining any required export licenses or other governmental approvals, if required by law. Each Party is responsible for its own compliance with this provision.

The Parties shall comply with their respective obligations under any applicable law, regulation, or other legal requirement relating to the privacy and security of Personal Information of an identifiable natural person, processed under this Agreement or any Work Order. "Personal Information" shall mean information relating to an identified or identifiable person, which may be further defined by local, regional, or international laws.

22. Non-solicitation.

To the extent not prohibited by law, during the Term and for a period of one (1) year thereafter, neither Party shall, without the other Party's prior written consent, directly or indirectly solicit any officer, employee or subcontractor for employment, offer employment to, employ, or engage as a consultant or advisor to the other Party, nor any Affiliate of the other Party except that nothing shall prevent either Party from soliciting employment through general advertisement that is not specifically directed at any individual employee or from employing any such person who responds to such solicitation.

23. Execution.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A signed pdf delivered by email or an email confirming consent from a recognized email address shall be deemed to have the same effect as if the original signature had been delivered to each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the respective dates set out below. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

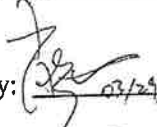


WuXi Biologics (Hong Kong) Limited	Frontier Scientific Solutions, LLC
By:  <u>03/29/2024</u>  <u>2024-03-29</u>	By: 
Name: <u>Jason Xiao / Bruce Jin</u>	Name: <u>Michael Daily</u>
Title: <u>Head of CSS / Sr. Director</u>	Title: <u>Manager</u>
Date: <u>2024-03-29</u>	Date: <u>3-29-2024</u>

Exhibit A

Storage Order

Warehouse

Address: 805 Depot, Wilmington NC

Reserved Storage Space

By Pallet

	Pallet Locations	Price/Pallet Location/Month	Temperature Conditions
Ambient			
CRT			
Cold Storage	1	\$325	2-8c
Ultra Cold			

By Upright

	[Specify Freezer/Shelf/CuF]	Price/Pallet Location/Month	Temperature Conditions
Ultra Cold			

Stored Materials

Vials of clinical trial materials. We will receive one pallet with 28 boxes. Each box has 36 vials in it (1,000 total vials). The pallet must be stored at 2-8c. We will distribute boxes to various clinical sites in the USA as needed.

Additional Services

If freight forwarding services are required Frontier will charge cost plus 15%. Distribution to clinical sites will be charged at cost plus 15%. Temperature data loggers are \$55/each. Packaging materials will be charged at cost plus 15%. If any labeling, sampling, or packaging/repackaging is required, this will be outsourced to our partner and charged at cost plus 15%. Hourly rate for pick and pack work involved is \$150/hr. Importer of Record services will be charged at cost plus 15%. Preparation of documentation is \$25 per shipment.

Service Fees

Service Fees: One-time client set up in our system is \$1,000.