

STORAGE & HANDLING AGREEMENT

This Storage & Handling Agreement ("**Agreement**") is made this 10th day of May, 2023 between FRONTIER SCIENTIFIC SOLUTIONS, LLC, a North Carolina limited liability company ("**Frontier**"), and FUSION PHARMACEUTICALS, INC., a Canadian corporation ("**Depositor**"). Frontier and Depositor may be referred to individually as a "**Party**" or collectively as the "**Parties**."

WHEREAS, Frontier is in the business of warehousing and storing chemical, pharmaceutical and biological goods; and

WHEREAS, Depositor desires to engage Frontier to provide warehousing and related services, and Frontier desires to provide such services to Depositor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Provision of Storage and Related Services.

1.1 Storage Order. Frontier and Depositor will enter into a storage order that will set forth the materials to be stored ("**Materials**"), the reserved storage space allocated to Depositor ("**Storage Space**"), the location of the warehouse the storage space is located in ("**Warehouse**"), any additional services required by the Depositor ("**Additional Services**"), Storage Fees and Service Fees. The first Storage Order is attached as Exhibit A.

1.2 Services. Frontier shall provide the warehousing, storage, handling, delivery services as set forth in this Agreement and any Storage Order (the "**Services**"), for Materials which are tendered for storage by Depositor from time to time under this Agreement. As part of these Services, Frontier will provide:

(a) Material Intake and Release. Frontier will provide Material intake and release Services into and from the Storage Space as set forth in this Agreement.

(b) Environmental Conditions of the Storage Space. Frontier shall appropriately regulate temperature and humidity controls in the Storage Space as set forth in the Storage Order.

(c) Utilities. Frontier shall be responsible for maintaining and paying the cost of all utilities used at the Storage Space including, but not limited to, gas, electric, sewer and water.

(d) Backup Power. Frontier shall maintain adequate backup power via a generator or other means to service the Storage Space in the event of standard electric or gas interruption.

(e) Security. Frontier shall ensure that any areas of the Warehouse housing the Storage Space is served by a security system of sufficient sophistication to reasonably secure the Storage Space and Materials stored at the Storage Space, and Frontier shall be solely responsible for the cost of installing and maintaining said security system. Access to the areas in the Warehouse housing the Storage Space shall be safeguarded through certain keys, access cards, passcodes, and the like.

(f) Cleaning or Warehouse and Storage Space. Frontier shall at its expense clean, or hire a commercial janitorial service, to clean the Storage Space and Warehouse on a regular basis.

(g) Pest Control. Frontier shall be responsible for insect, pest and rodent control programs and shall employ competent insect, pest and rodent control professionals and measures at the Warehouse including the Storage Space all in accordance with the commercial industry standards.

(h) Repairs and Maintenance. Frontier shall be solely responsible at Frontier's cost for making any and all structural, non-structural, mechanical and other maintenance, repairs and/or replacements to the Storage Space and Warehouse including, but not limited to, all mechanical, electrical, heating, cooling, and plumbing systems serving the Storage Space and Warehouse.

1.3 Entire Agreement. The terms and conditions of this Agreement, together with the Storage Order, quotations, terms and conditions contained in any warehouse receipts issued by Frontier for the Materials stored under this Agreement, constitute the sole and entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any receipt issued to Depositor in connection with the Materials, the terms and conditions of this Agreement shall supersede and control.

1.4 Title. Depositor's Materials stored pursuant to this Agreement shall at all times remain the sole and exclusive property of Depositor subject to the provisions of **Section 6 and 7** hereof.

2. Compliance with Laws.

2.1 The Depositor's Materials and Depositor's shipment thereof shall comply with all applicable laws and regulations.

2.2 Frontier shall use commercially reasonable efforts to maintain the Storage Space and Warehouse in a sanitary and mechanically sound condition and in accordance with all applicable laws, rules and regulations, including the Code of Federal Regulations Title 21 Part 210 (Current Good Manufacturing Practice in the Manufacturing, Processing, Packing or Holding of Drugs; General); Code of Federal Regulations Title 21 Part 211 (Current Good Manufacturing Practice for Finished Pharmaceutical); and ISPE Good Practice Guide – Science and Risk-Based Approach for the Delivery of Facility Systems and Equipment.

3. Tender of Materials for Storage.

3.1 Obligations of Depositor. Depositor represents and warrants that it is the owner or has lawful possession of the Materials and all right and authority to store them at the Storage Space and to have Frontier direct the storage and thereafter direct the release and/or delivery of the Materials. Depositor shall (i) tender any Materials for storage only during Frontier's posted business hours for the Storage Space; (ii) tender all Materials to the Storage Space properly marked and packed for storage and handling; (iii) provide Frontier with information concerning the Materials that is accurate, complete, and sufficient to allow Frontier to comply with all laws and regulations concerning the storage, handling, processing, and transportation of the Materials; and (iv) furnish at or prior to tender of the Materials for storage a manifest in a form approved by Frontier listing any categories of Materials, brands or sizes to be separately kept and accounted for, and the types of storage and other services requested.

3.2 Special Handling Requirements. Frontier may refuse to accept any goods for storage on the Storage Space if the goods tendered for storage do not conform to the description contained the Storage Order. Before tendering Materials that require specialized handling or which are dangerous or hazardous, Depositor shall identify such goods and special handling requirements to Frontier in writing and Frontier may decline to store such goods on the Storage Space in its sole discretion. Depositor is solely responsible for providing complete and accurate handling and storage instructions for any nonconforming Materials, including any applicable safety procedures. If Frontier accepts any such nonconforming goods for storage on the Storage Space, Depositor agrees to rates and charges as may be assigned and invoiced by Frontier as well as all terms and conditions of this Agreement.

3.3 Materials shipped to Frontier. For all Materials shipped to the Frontier for storage, Depositor shall ensure that the bill of lading or other contract of carriage ("**Transportation Contract**") as well as all declarations to government regulatory agencies (i) identify Depositor as the named consignee, in care of Frontier, and (ii) do not identify Frontier as the consignee. If any Materials are shipped to the Warehouse naming Frontier as named consignee on the Transportation Contract, Depositor shall promptly notify the carrier in writing that Frontier is

(i) the "in care of party" only and (ii) does not have any beneficial title or interest in the Materials. Frontier may refuse to accept any Materials tendered for storage in violation of this provision, and shall not be liable for any loss or damage to, or misconsignment of, such Materials. Whether Frontier accepts or refuses goods shipped in violation of this Section, Depositor agrees to indemnify and hold Frontier harmless from all claims for transportation, storage, handling, and other charges relating to such goods, including surcharges, undercharges, and other charges of any nature whatsoever. Depositor further agrees to indemnify, defend, and hold Frontier harmless from any costs, liabilities, actions, penalties, or expenses of any kind associated with the improper declaration of Frontier as consignee.

4. **Access and Release of Materials.**

4.1 **Release Order.** Depositor shall provide Frontier twenty four (24) hours' advance written instructions during Frontier's normal operating hours (8:00AM-5:00PM EST Mon-Fri, excluding holidays), (each, a "**Release Order**"), if it desires to order any Materials released from the Storage Space. Subject to receipt of such Release Order and payment of all outstanding storage and other fees, Frontier shall release the requested Materials to Depositor or its designee upon return of the receipt issued for the applicable Materials, together with the applicable Release Order, signed by Depositor.

4.2 **Release of Materials.** Frontier may without liability rely on any information contained in any Release Order or other written communication from Depositor. Depositor shall be responsible for all shipping, handling, and other charges assessed by carriers and/or third parties in connection with the delivery and/or other shipment of the Materials. A Release Order providing instructions to transfer Materials will not be effective until such Release Order is delivered to and accepted by Frontier. The Depositor shall be responsible for all charges up to the time the actual transfer of the applicable Materials is made.

5. **Transfer of Materials.**

5.1 Frontier may move, upon thirty (30) days' written notice to Depositor any Materials in storage from the Warehouse to any of the other storage facilities owned or leased by Frontier, as long as Depositor is provided the same Storage Space under the same storage conditions as set forth in the Storage Order.

5.2 Frontier may, without notice, move any or all of the Materials from one location within the Warehouse or other warehouse in which the Materials are stored to another location within the same facility as long as Depositor is provided the same Storage Space under the same storage conditions as in the Storage Order.

6. **Warehouse Lien.** Frontier shall have a lien on the Materials to secure Depositor's payment of all fees, charges and expenses hereunder in connection with the storage, transportation, preservation, and handling of the Materials. Frontier may enforce this lien at any time, including by selling all or any part of the Materials in accordance with applicable law and **Section 7**.

7. **Term and Termination.**

7.1 This Agreement shall have an initial term of 36 months ("**Initial Term**"), commencing on May 10, 2023 ("**Commencement Date**") and expiring on May 9, 2026 ("**Expiration Date**"). Provided Depositor is not then in default under this Agreement, Depositor shall have the option to extend the Initial Term for 24 months (such period being the "**Extension Term**") (the Initial Term and the Extension Term, together, the "**Term**") by notifying Frontier in writing of same at least ninety (90) days before the end of the Initial Term (such notice being the "**Extension Notice**"). Prior to commencement of the Extension Term, Frontier shall notify Depositor in writing of the Storage Fees and Service Fees due during the Extension Term ("**Fee Notice**"). Notwithstanding Depositor issuing the Extension Notice, Depositor shall have fifteen (15) days upon receipt of the Fee Notice to elect to terminate the Extension Term in the event it does not agree with the rates set forth in the Fee Notice such that the Agreement shall expire at the end of the Initial Term (unless sooner terminated as may be permitted herein).

Depositor shall arrange for removal of Depositor's Materials from the Storage Space on or prior to expiration of the Term at Depositor's sole cost.

7.2 In the event of Depositor's failure to timely pay Fees, Frontier reserves the right to require payment in full of all amounts due and owing in advance of Frontier's release of the Depositor's Materials from the Storage Space.

7.3 In addition to any remedies that may be provided under this Agreement, Frontier may terminate this Agreement with immediate effect upon written notice to Depositor, if: (i) Depositor fails to pay any amount when due under this Agreement and such failure continues for 15 after Depositor's receipt of written notice of nonpayment; (ii) Depositor has not otherwise performed or complied with its obligations under any of the provisions contained in this Agreement, in whole or in part; or (iii) Depositor becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

7.4 If this Agreement is terminated for any reason, Depositor shall promptly arrange the removal of all Materials from the Warehouse, subject to payment of all outstanding fees and charges due hereunder. If Depositor does not remove such Materials within 90 from termination, Frontier may transfer the Depositor's Materials to a third party drug facility of its choosing, which such facility shall store the Depositor's Materials for an additional period of up to 90 days from the date of receipt at the sole expense of Depositor, following which such period said facility may dispose of the Depositor's Materials at Depositor's expense and with no liability of Frontier.

7.5 In the event of a termination of this Agreement due to a breach of the obligations by Depositor, Frontier shall retain all remedies available at law and in equity.

8. Fees.

8.1 Storage Fees.

(a) Storage Fees. Depositor shall pay Frontier "**Storage Fees**" as set forth in a Storage Order during the Initial Term. Storage Fees during the Extension Term shall be determined in accordance with **Section 7.1** hereof.

(b) Timing of Payments. Storage Fees shall be payable in monthly installments beginning on the Commencement Date and continuing thereafter on or before the first day of each subsequent calendar month during the Term; provided, however, Storage Fees and Service Fees for the first two (2) months of the Term shall be due and owing on the Commencement Date. If the portion of the Term to which a monthly installment of Storage Fees applies is less than a full calendar month, the Storage Fees due and owing for that month shall be prorated based on the number of days in the Term in that month divided by the total number of days in the month. The Storage Fees shall be payable at the address of Frontier set forth in **Section 15.4** or at such other place or to such other person as Frontier may designate in writing from time to time.

8.2 Service Fees

(a) Depositor shall pay the service fees ("**Service Fees**") as set forth in a Storage Order. Unless otherwise set forth in a Storage Order, Service Fees will be payable in monthly installments beginning on the Commencement Date and continuing thereafter on or before the first day of each subsequent calendar month during the Term. If indicated in a Storage Order that certain Service Fees will be billed when services are performed, Frontier will invoice such Service Fees to Depositor, and payment on such invoices are due along with the Storage Fees in the subsequent calendar month from when the invoice was sent to Depositor.

(b) If after the first of a calendar month, Depositor adds services or storage conditions of the Storage Space that result in a change of Service Fees or Storage Fees, these fees will be prorated for the calendar month, will be invoiced by Frontier, and due the first of the next calendar month.

(c) Any modification of the Fees due to the addition of services or changes to storage conditions requested by Depositor must be agreed upon in writing by the Parties to be effective.

(d) All freight costs for shipments in and out of the Storage Space will be Depositor's responsibility.

(e) All Service Fee charges are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Depositor. Depositor shall be responsible for all such charges, costs, and taxes; provided, that Depositor shall not be responsible for any taxes imposed on, or with respect to, Frontier's income, revenues, gross receipts, personnel, or real or personal property.

8.3 Fees. The Storage Fees and Service Fees are collectively referred to as "**Fees**" under this Agreement.

8.4 Interest. Any amount due from Depositor to Frontier hereunder which is not paid when due shall bear interest at the lesser of the rate of one and one-half percent (1.5%) percent per month or the highest rate permissible under applicable law per month calculated and compounded daily from the date due until paid, but the payment of such interest shall not excuse or cure any default by Depositor under this Agreement.

8.5 No Setoffs. The Parties hereto agree that the Fees payable under the terms of this Agreement shall be an absolute net return to Frontier for the Term free from any expense, charge, deduction, offset or counterclaim by reason of any obligation of Frontier or any other reason, and all of the provisions of this Agreement shall be construed and interpreted to such end. Depositor's obligation to pay Fees hereunder shall be an independent covenant of Depositor.

8.6 Financial Condition of Depositor. In the reasonable discretion of Frontier, if Frontier determines that Depositor's financial condition or creditworthiness is inadequate or unsatisfactory, Frontier may (i) accelerate all amounts of Fees due during the Term; and (ii) modify the payment terms of this Agreement, including requiring Depositor to make advance payment of all Service Fees prior to the release to Depositor of Depositor's Materials.

9. Limited Warranty.

9.1 Frontier shall exercise the level of care of a reasonably careful person under similar circumstances ("**Standard of Care**") in handling and storage of Depositor's Materials and preserving proper environmental conditions for the Storage Space.

9.2 Frontier shall not be responsible for or liable to Depositor for any loss or damage to the Depositor's Materials tendered, stored, or handled at the Storage Space, however caused, unless such loss is proximately caused by Frontier's breach of the Standard of Care through its act or omissions. In case of such loss or damage, Depositor shall notify Frontier in writing of the Depositor's Materials so lost or damaged within three (3) calendar days following Depositor's discovery thereof, which such notice shall describe the alleged cause of the loss or damage and the market value of such loss or damage ("**Depositor's Notice**"). Frontier shall promptly investigate the alleged cause of loss or damage and upon Frontier's finding of a breach of the Standard of Care by Frontier, if any, Frontier shall equitably compensate Depositor, either through an abatement of Storage Fees or other form of compensation as may reasonably be determined by Frontier. Notwithstanding the foregoing, in no event shall Frontier be liable for any loss or damage to Depositor's Materials that could not have been avoided despite Frontiers' exercise of the Standard of Care.

9.3 IN NO EVENT SHALL FRONTIER'S LIABILITY UNDER THIS SECTION 9 EXCEED THE ACTUAL COST TO REPAIR, RESTORE AND/OR REPLACE ANY DAMAGED MATERIALS. THE REMEDIES SET FORTH IN THIS SECTION 9 SHALL BE TENANT'S SOLE AND EXCLUSIVE REMEDY AND FRONTIER'S ENTIRE LIABILITY FOR ANY BREACH OF FRONTIER'S OBLIGATIONS SET FORTH IN THIS SECTION 9.

10. **Limitation of Liability.** IN NO EVENT SHALL FRONTIER BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE WHATSOEVER AND HOWEVER ARISING, INCLUDING, WITHOUT LIMITATION, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY DEPOSITOR OR COULD HAVE BEEN REASONABLY FORESEEN BY PERSON OR ENTITY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL FRONTIER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, FRONTIER'S LIABILITY UNDER SECTION 9 OF THIS AGREEMENT, EXCEED THE TOTAL OF THE AMOUNTS PAID TO FRONTIER FOR UNDER THIS AGREEMENT OR \$1,000,000.00, WHICHEVER IS LESS.

In the case of loss or damage to Materials for which Frontier is not liable, Depositor shall be responsible for all charges incurred in removing and disposing of such Materials, including any environmental clean-up and remediation costs related to such Materials and their removal and disposal.

11. **Indemnity.** Depositor shall indemnify, defend, and hold harmless Frontier and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party relating to (i) any act or omission of Depositor, or (ii) Depositor's breach of this Agreement.

12. **Insurance.**

12.1 Frontier does not represent or warrant that the Warehouse or the contents of the Warehouse cannot be destroyed by fire, acts of god, or any other cause. Except as otherwise provided, Materials are not insured by Frontier for the benefit of Depositor against fire, acts of god, or other casualty.

12.2 During the term of this Agreement, Frontier shall, at its own expense maintain and carry: (i) general liability insurance in an amount of not less than \$1,000,000.00 per occurrence for the loss of or damage to the warehoused Materials, with loss payable to Depositor; (ii) commercial general liability insurance in an amount of not less than \$1,000,000.00 per occurrence for third-party bodily injury or property damage; and (iii) worker's compensation insurance as required by applicable laws with statutory limits.

13. **Survival.** The provisions of Sections **1.3** (Entire Agreement), **1.4** (Title), **6** (Warehouse Lien), **7.4 and 7.5** (Rights after termination), **10** (Limitation of Liability), **11** (Indemnity), **13** (Survival) and **15** (Miscellaneous) shall survive the expiration or termination of this Agreement.

14. **Force Majeure.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Depositor to make payments to Frontier hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, hurricanes, tornados, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 10 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The

Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 60 consecutive days following written notice given by it under this **Section 14**, the other Party may thereafter terminate this Agreement upon 60 days' written notice. If Frontier has been unable to remove/deliver the Materials due to any reason specified in this **Section 14**, such Materials shall be subject to storage charges until such Materials are actually removed/delivered.

15. **Miscellaneous.**

15.1 **No Partnership.** By entering into this Agreement, Frontier and Depositor do not in any way become partners, joint venturers, or members of a joint enterprise.

15.2 **Waiver.** Any decision by Frontier or Depositor not to fully enforce the terms and conditions of this Agreement, or to take any measures allowed hereunder to remedy of any breach of any term, covenant, or condition hereof by the other Party, shall not be deemed a waiver of the term, covenant or condition. No covenant, term or condition of this Agreement shall be waived by Frontier or Depositor unless the waiver is in writing.

15.3 **Costs and Attorney Fees.** Depositor shall pay all costs, expenses and reasonable attorney fees that may be incurred or paid by Frontier in enforcing the covenants and agreements of this Agreement, whether or not litigation is commenced.

15.4 **Notices.** Any notices given or required to be given to Frontier or Depositor shall be in writing and sent or personally delivered to the following addresses, respectively:

If to Frontier:

805 N. 23rd St.

Wilmington, NC 28405

ATTN: Matthew Adams

If to Depositor:

270 Longwood Rd. South

Hamilton, ON L8P 0A6

Attention: General Counsel

Notices shall be deemed given when deposited in the U.S. Mail postage prepaid and correctly addressed, certified mail, to the respective Parties or when personally delivered.

15.5 **Third-Party Beneficiaries.** Except as specified in the next sentence, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these terms. Notwithstanding the foregoing, all limitations upon, and exceptions and defenses to, liability granted to Frontier shall be automatically extended to all parent, subsidiary, and affiliated entities and all subcontractors of Frontier and the owners, directors, officers,

employees, and agents of each of the foregoing. Depositor agrees that Frontier's officers, directors, employees, agents, affiliates, successors, and permitted assigns are third-party beneficiaries of the indemnification provision, **Section 11** of this Agreement.

15.6 Assignment. Depositor shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Frontier. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Depositor of any of its obligations hereunder. Frontier may at any time assign, transfer, or subcontract any or all of its rights or obligations under this Agreement without Depositor's prior written consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

15.7 Recitals and Exhibits. The Recitals and provisions, if any, included at the end of this Agreement, and any riders and exhibits appended to this Agreement, are hereby made a part of this Agreement as though set forth in full at this point.

15.8 Partial Invalidity. If any provision of this Agreement or any specific application shall be invalid or unenforceable, the remainder of this Agreement, or the application of the provision in other circumstances, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15.9 Remedies Cumulative. Except as otherwise provided, all remedies conferred on Frontier or Depositor shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law.

15.10 Binding Effect. The covenants and agreements contained in this Agreement shall bind the Parties and their respective successors assigns, and legal representatives.

15.11 Applicable Law and Venue; Interpretation. This Agreement shall be governed by the internal laws and decisions of the State of North Carolina without regard to any choice of law rules that might suggest otherwise. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of North Carolina in each case located in the City of Wilmington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Agreement nor in any way affect this Agreement.


15.12 Execution. This document becomes effective and binding only upon the execution and delivery hereof by both Frontier and Depositor. Depositor confirms that Frontier has made no representations or promises with respect to the Storage Space or the making or entry into of this Agreement except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Depositor against Frontier for, and Frontier shall not be liable by reason of, breach of any representations, or promises not expressly stated in this Agreement. This Agreement can be modified or altered only by agreement in writing between Frontier and Depositor or as otherwise permitted by the terms of this Agreement. Depositor shall not record this Agreement without the prior written consent of Frontier. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single agreement. This Agreement may be executed by telephone facsimile, or electronic mail transmission, and each such counterpart so executed shall have the same force and effect as an original counterpart.

15.13 Drafting. The Parties have participated jointly in the drafting of this Agreement and have had the opportunity to review the same with legal counsel.

15.14 Corporate Authority. Each individual executing this Agreement on behalf of said entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with a duly adopted resolution of the board of directors of the corporation, and that this Agreement is binding upon said entity in accordance with its terms.

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

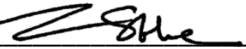
FRONTIER SCIENTIFIC SOLUTIONS, LLC,

By  _____

Name: Matthew Adams

Title: CFO

FUSION PHARMACEUTICALS INC.

By  _____

Name: Maria Stahl

Title: Chief Legal Officer

Exhibit A
Storage Order

Warehouse

Address: 805 N. 23rd St., Wilmington, NC 28405

Storage Space Area Conditions

“Ultra Cold Storage Areas” will be at temperature conditions of -80C.

Stored Materials

12L Celsius Bags (containing 5L)

Fees

Set Up	Rates (USD)
All start up fees	\$750.00
Storage	
Ultra-Cold (-80°C)	\$1,950.00/freezer (month)
Ultra-Cold (-80°C)	\$350.00/shelf (month)
Inbound	
Per Inbound SKU (20 Cartons)	\$75.00
20 - 100 SKUs	\$5.00/carton
Temperature Monitor Receipt & Download	\$35.00/monitor
Outbound	
Per Inbound SKU (20 Cartons)	\$75.00
20 - 100 SKUs	\$5.00/carton
Vendor Shipping Services	Cost +15%
Order Processing	
Bill of Lading	\$35.00/shipment
Labeling (outbound)	\$2.50/shipment
Slip Sheet (outbound)	\$2.00/shipment
Materials	
Packaging Materials within Scope	Cost + 15%
Materials Outside of Scope	Cost + 15%
Accessorials (as requested)	
Monthly Inventory	Included
Work Outside of Scope	\$50.00/hr
Special Reporting Outside of Scope	\$50.00/hr
Tempails Setup & Install	\$35.00/per monitor