

# Oxford Nanopore Services

## Exhibit to Order

This exhibit is attached to and incorporated by reference in that certain order between [ ] (“Customer”) and the University of Wisconsin. This exhibit sets forth the additional terms with respect to your purchase of sequencing services from the University of Wisconsin that include its use of products made available by Oxford Nanopore Technologies Inc. (the “Services”).

### 1. Definitions.

1.1. “**Biological Data**” shall mean any data that provides a characterization of the biological, genetic, biochemical and/or physiological properties, compositions, or activities of the materials to be analysed using the Goods. Biological Data shall include processed nucleotide sequence data but shall exclude Instrument Data.

1.2. “**Commercial**” shall mean primarily intended for or directed towards commercial advantages or monetary compensation.

1.3. “**Instrument Data**” shall mean any data generated by or through use of a Device, including, without limitation, instrument run reports, run parameters, run operating conditions, and any data generated by or available through use of Software that is not Biological Data.

1.4. “**Oxford Confidential Information**” shall mean any information disclosed by University of Wisconsin or any member of the Oxford Group that is disclosed in a manner such that Customer should reasonably understand such information to be confidential. Oxford Confidential Information shall, regardless of marking, include but shall not be limited to, the Consumables including composition, formulations, specifications, and the identity, design and structure of constituent reagents, Order interface specifications, equipment, Software, Instrument Data, Oxford Group research, development, trade secrets, software design, data collection, inventions, source code, APIs, software specifications, software routines, screen displays, data entry formats, data base structures, data base formats, flow charts, printouts and prompting sequences embodied in any software; provided, however, Oxford Confidential Information shall not include (a) any information already in the public domain (other than as a result of a violation of any duty of confidentiality) at the time of disclosure by Oxford Group; (b) Biological Data; (c) information already known to Customer at the time of disclosure (other than as a result of a violation of any duty of confidentiality); or (d) information disclosed to Customer in good faith by a third party who has an independent right to such information (other than as a result of a violation of any duty of confidentiality).

1.5. “**Oxford Group**” shall mean Oxford Nanopore Technologies, Ltd., and any of its Affiliates.

1.6. “**Pseudomized Data**” shall mean data in which personal data is replaced with one or more artificial identifiers, or pseudonyms. For example a name is replaced with a unique number and the unique number is not made available in connection with the other data.

2. Compliance. Customer represents and warrants that Customer will at any and all times ensure that the way in which and the purposes for which it uses the Services comply with all applicable laws, regulations and

government policies and all use restrictions and obligations set forth in this Agreement. Customer is responsible for obtaining any necessary approvals, licenses and permissions that may be required for such use, operation and marketing.

(a) Use Restrictions. The Services shall not be used (i) by any person or entity that is, or is affiliated with, a current or potential competitor of the Oxford Group; (ii) on behalf of or for the benefit of any such competitor; (iii) for the development of any other product or service that competes or could compete with the products or Services of the Oxford Group (except to the extent applicable laws specifically prohibit such restriction) or (iv) for monitoring, benchmarking or other competitive purposes such as actively redesigning products intended for commercial use to better compete with the goods commercialized by the Oxford Group. Without limiting the generality of the foregoing, competitor shall (A) be deemed to include an entity or person that develops, sells or distributes any third party tool, software process or system for genomic sequencing, analysis of nucleic acids or molecule sensing and (B) not be deemed to include customers of competitors solely because they are customers of competitors or government agencies by virtue of their funding of research by competitors of any member of the Oxford Group.

(b) Research Use Only. The Services and resulting data shall be used solely for Customer's Research Use. "Research Use" means use for internal research, which shall include internal product development, development of intellectual property related to such products and product manufacturing, but excluding use of the Services or resulting data for clinical, diagnostic or therapeutic procedures where validation or registration with regulatory authorities is required.

### 3. Instrument Data.

3.1. Use. Customer shall not, and shall not permit any third party or any third party Commercial software to, disclose, transmit, use or process Instrument Data, or attempt to do any of the foregoing, except in accordance with the terms of this Agreement. Customer further agrees not to make available to any third party Biological Data or Instrument Data or use any third party Commercial software (unless authorized by Oxford via notice on its website) to process Biological or Instrument Data, whether or not for processing on Customer's behalf, within the first forty-eight (48) hours after such Data is first written to a disk at Customer's direction.

3.2. Pseudomized Health Data. Customer shall not upload, transmit, store or modify data that contains the information of any person, including without limitation, data consisting of genomic information, whether or not Instrument Data, unless Customer has pseudomized such data and does not make available to Oxford information that permits such Pseudomized Data to be re-identified and, except with respect to contact information of Customer and its relevant personnel, does not make available personal data or personal information as defined by applicable law (e.g., HIPAA, EU Data Protection Directive (Directive 96/46/EC on the Protection of Individuals With Regard to the Processing of Personal Data and on the Free Movement of Such Data), Personal Data Protection Act 2012 (No. 26 of 2012), Privacy Act 1988 (Cth)). For example, Customer shall not provide the name, date of birth, address, social security number, government-issued identification number or any other information that could directly or indirectly identify the person from whom any genomic or other information was derived.

3.3. Export. Customer represents and warrants that Customer is not a citizen, national, or resident of, and is not under control of, the government of Cuba, Iran, Sudan, Libya, North Korea, Syria, nor any country to which the U.S. or the EU has prohibited export and that Customer and relevant Customer personnel are not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor is

Customer listed on the United States Department of Commerce Table of Denial Orders. The Instrument Data may be subject to local export control laws and regulations and Customer must not, directly or indirectly, sell, export, re-export, transfer, divert or otherwise send the Instrument Data to any destination or person prohibited under U.S., EU or other local laws or regulations and the Customer will not use the Instrument Data for, and will not allow the Instrument Data to be used for, any purposes prohibited by Law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.

### 3.4. Confidential and Proprietary Information.

3.4.1. Disclosure. Customer agrees not to disclose to third parties and to use Customer's best efforts to keep confidential at all times all Oxford Confidential Information Customer receives from any member of the Oxford Group. Customer agrees not to use Oxford Confidential Information other than for the purposes contemplated by this Agreement. Customer acknowledges and agrees that, unless otherwise specifically provided herein or agreed by Oxford in writing, the Goods, including the specific design and structure of individual components, provided to Customer by any member of the Oxford Group constitute confidential proprietary information and trade secrets of Oxford. Customer agrees not to transfer, copy, disclose, provide or otherwise make available Oxford Confidential Information to any third party.

3.4.2. Safeguarding. Customer agrees to use best efforts to maintain the security of the Oxford Confidential Information provided to Customer by any member of the Oxford Group. Customer will use its best efforts to cooperate with and assist Oxford in identifying and preventing any unauthorized use, copying, or disclosure of the Goods. Customer shall secure and protect all printed materials, manuals, software programs, disks, copies and other media, if any, that embody, contain or describe any Oxford Confidential Information in a manner consistent with the protection of Oxford's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. Customer further agrees that it shall be strictly liable for all damages to the Oxford Group that result from any disclosure of any Oxford Confidential Information to any third party. If Customer is a government entity subject to legal requirements regarding public disclosure, Customer will not be in breach of this Agreement as a result of its compliance with such laws; provided, to the extent permitted by applicable law, that: (a) Customer promptly informs Oxford of a request to disclose any Oxford Confidential Information or making a determination that disclosure of any of the same is required under applicable law; and (b) to the extent Customer is in possession of such information, Customer identifies, and discloses to Oxford, the requesting party, the information to be disclosed and the specific binding legal authority requiring such disclosure with sufficient time for Oxford to interpose an objection to such disclosure or take such other action as Oxford deems necessary to protect the Oxford Confidential Information. The software made available by the Oxford Group, specifications of Oxford Group products and the Instrument Data are treated by Oxford as trade secrets.

3.4.3. Grant of License in Feedback. Customer hereby grants the Oxford Group a worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up right and license to use, copy, modify, sell, publish, distribute, sub-license and create derivative works using suggestions, comments, feedback regarding modifications or improvements to, enhancements or derivative works of any Oxford Confidential Information and any content Customer may add to Oxford's Resources and Support website, when Customer signs up to such website (collectively, "Feedback") in any manner and for any purpose. Customer will register with Oxford Group prior to use of any data provided by Oxford Group or the University of Wisconsin per instructions provided on [www.nanoporetech.com](http://www.nanoporetech.com). Any of the members of the Oxford Group may, in its sole discretion, and without compensation to or attribution of Customer or any third party, use Feedback Customer provides in any way. Customer represents that Customer's Feedback is not subject to any license terms that would purport to require any of the members of the

Oxford Group to comply with any additional obligations with respect to any products that incorporate any Feedback. With respect to any Customer that is a U.S. government entity, the foregoing right and license shall be construed as a non-exclusive permission and shall apply only to the extent permitted under applicable U.S. federal law. Customer is encouraged to disclose to Oxford any and all inventions, discoveries, intellectual property rights related to or inherent in any modifications, enhancements, derivative works, or improvements Customer makes with respect to Oxford Confidential Information. Customer is not required to disclose to Oxford Group any inventions with respect to Biological Data.

3.4.4. Restricted Rights Notice. If Customer is a government entity and/or Customer's use is funded by the government, Customer is hereby on notice that any data provided by Oxford Group, or data other than Biological Data provided by the University of Wisconsin pursuant to this Agreement is developed exclusively at private expense and are trade secrets, confidential and privileged, or are commercial or financial data and are confidential or privileged. To the extent required under applicable law, this data may be reproduced and used by the government with the express limitation that it will not, without written permission of Oxford Group, be used for purposes of manufacture nor disclosed outside the government and that the applicable rights legends shall be marked on any reproduction of any technical data, whether reproduction is in whole or in part. Oxford Group and the University of Wisconsin reserves all rights and licenses not expressly granted under this Agreement, including, without limitation, all rights in trademarks and associated goodwill.

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Signature

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Date