

EXHIBIT 1: STANDARD TERMS AND CONDITIONS

- A. **Expiration.** This Quotation is valid through the period indicated herein (if any) and becomes binding if signed and delivered by both parties during that period. Once signed, the effective date of this Quotation shall be the Quotation date ("Effective Date"). Notwithstanding anything to the contrary elsewhere contained in this Quotation, the parties expressly agree that OsoBio is authorized to produce the engineering batches detailed in the Quotation only and that any subsequent production of clinical batches by OsoBio shall be governed by a separate agreement between the parties.
- B. **Audits.** Client may conduct one quality assurance facility audit per year at no cost. Additional audits will be invoiced separately at the current rate for such services.
- C. **Regulatory Inspections.** OsoBio will promptly notify Client of any regulatory inspections directly relating to the Project. Client accepts reasonable and documented costs charged by a regulatory authority for such inspections.
- D. **Price Changes.** OsoBio may revise the prices provided in this Quotation (i) if any Client-provided information is inaccurate or incomplete; (ii) if Client revises OsoBio's responsibilities or the Project specifications, instructions, procedures, assumptions, processes, test protocols, test methods or analytical requirements; or (iii) for such other reasons set forth in this Quotation.
- E. **Payments.** OsoBio will invoice Client for product upon Delivery (as defined herein) and for other services as set forth in this Quotation. Client shall pay each invoice within forty-five (45) days of receipt. OsoBio charges a late payment fee of 1½% per month for payments not received within such forty-five (45) day period. Failure to timely bill for interest due shall not be a waiver of OsoBio's right to charge interest.
- F. **Taxes.** All sales, use, gross receipts, compensating, value-added or other taxes, duties, licenses or fees (excluding OsoBio's net income and franchise taxes) assessed by any tax jurisdiction arising from the Project are the responsibility of Client, whether paid by OsoBio or Client.
- G. **Hazardous Materials.** Client warrants to OsoBio that no specific safe handling instructions are applicable to any Client-supplied materials, except for the safe handling practices as is customary with oligonucleotide API materials generally, or except as otherwise disclosed to OsoBio in writing by the Client in sufficient time for review and training by OsoBio prior to delivery. Where appropriate or required by law, Client will provide a Material Safety Data Sheet for all Client-supplied materials and finished product.
- H. **Shipment & Storage.** Unless otherwise specified in this Quotation, all products and other materials shipped by OsoBio are delivered EXW (Incoterms 2000) OsoBio's facilities ("Delivery") and the title and risk to such product shall pass to Client upon Delivery. Evidence of Delivery shall be through the issuance of a completed batch record or a certificate of analysis to the Client. Client is responsible for transportation of the product to Client's final destination at the sole risk and expense of Client. For the avoidance of doubt, Client is responsible for arranging pick up by the carrier and all shipping costs and risks. Should Client request OsoBio's assistance with any arrangements with the carrier, such arrangements will be made by OsoBio on behalf of Client in accordance with Client's applicable instructions and at the sole risk and expense of Client. If Client does not pick up product upon Delivery by OsoBio, OsoBio shall store such product at OsoBio's facilities or a third-party storage location for 30 days at no cost and, thereafter, at a monthly storage charge to Client for the duration of storage, billed at OsoBio's (or third-party's as applicable) then current standard monthly storage fees and minimums, pro-rated for any partial month. For all product stored by OsoBio, Client agrees that: (i) Client has the title and risk of ownership; (ii) Client has made a fixed commitment to purchase such product; (iii) Client is responsible for any decrease in market value of such product that relates to factors and circumstances outside of OsoBio's control; (iv) Client is responsible for obtaining insurance for such product during the storage period, if desired; and (v) Client is responsible for transportation of the product to the Client's final destination, at the sole risk and expense of Client.
- I. **Limitations of Liability.** OSOBIO'S TOTAL LIABILITY UNDER THIS QUOTATION SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID UNDER THIS QUOTATION (BUT EXCLUDING FEES FOR PROCURING COMPARATOR DRUG). OSOBIO SHALL HAVE NO LIABILITY FOR ANY AND ALL CLAIMS FOR LOST, DAMAGED OR DESTROYED API OR CLIENT-SUPPLIED MATERIALS, WHETHER OR NOT INCORPORATED INTO FINISHED PRODUCT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF PERFORMANCE UNDER THIS QUOTATION, INCLUDING WITHOUT LIMITATION LOSS OF REVENUES, PROFITS OR DATA, WHETHER IN CONTRACT OR IN TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- J. **Confidentiality.** All information disclosed by either party to the other shall be confidential information, unless such information is (i) already known to the receiving party, as evidenced by written records; (ii) independently developed or discovered by the receiving party, without the use of or reference to the disclosing party's confidential information, as evidenced by written records, and without breach of the terms of this Quotation; (iii) in the public domain, other than through the fault of the receiving party; or (iv) disclosed to the receiving party by a third party not in breach of a duty of confidentiality owed to the disclosing party. Except as otherwise set forth herein, neither party shall, without the other party's prior written consent, use the confidential information of the other party or disclose such information to anyone other than employees of the receiving party or its affiliated entities who require such information to perform such party's obligations under this Quotation. This undertaking shall survive for 7 years following the date of this Quotation. Notwithstanding the foregoing, a receiving party may disclose the confidential information of the disclosing party if such disclosure is required by law or court order, provided, however, that (i) the receiving party gives the disclosing party prior written notice of such required disclosure and assists the disclosing party in its reasonable efforts to prevent or limit such disclosure; and (ii) the confidential information so disclosed otherwise remains the confidential information of the disclosing party. In addition, Client may disclose the confidential information of OsoBio to government or other regulatory authorities to the extent that such disclosure is reasonably necessary to obtain patents or authorizations to conduct clinical trials or to file and maintain regulatory approvals. In addition, Client may disclose the confidential information of OsoBio as reasonably necessary to exercise any rights or licenses to it as set forth under this Quotation.
- K. **Intellectual Property.** For purposes hereof, "Client IP" means all intellectual property and embodiments thereof owned by or licensed to Client as of the Effective Date or developed by Client other than in connection with the Project. "OsoBio IP" means all intellectual property and embodiments thereof owned by or licensed to OsoBio as of the Effective Date or developed by OsoBio other than in connection with the Project. "Invention" means any intellectual property developed by either party in connection with the Project. "API Inventions" means any Invention that relates exclusively to the Client IP or Client's API. "Process Inventions" means any Invention, other than an API Invention, that relates exclusively to the OsoBio IP or relates to developing, formulating, manufacturing, filling, processing, packaging, analyzing or testing pharmaceutical products generally, but not including Client IP or API Inventions. All Client IP and API Inventions shall be owned solely by Client, regardless of inventorship, and no right therein is granted to OsoBio under this Quotation except for use in performing the Project. OsoBio agrees to assign and hereby assigns to Client all right, title and interest in and to all API Inventions. All OsoBio IP and Process Inventions shall be owned solely by OsoBio, regardless of inventorship, and no right therein is granted to Client under this Quotation, except that OsoBio expressly grants a limited license to Client to use the same in connection with any Product or deliverable under the Project. Client agrees to assign and hereby assigns to OsoBio all right, title and interest in and to all Process Inventions. All Inventions other than API Inventions and Process Inventions, if any, shall be owned jointly by OsoBio and Client. The parties shall cooperate to achieve the allocation of rights to Inventions anticipated herein and each party shall be solely responsible for costs associated with the protection of its intellectual property.
- L. **Warranties.** OsoBio will perform the Project in accordance with the Quotation generally, any written specifications thereunder, any Project instructions expressly set forth or referenced in this Quotation, and United States current Good Manufacturing Practices or current Good Laboratory Practices, as applicable. THE WARRANTIES SET FORTH IN THIS ARTICLE ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY OSOBIO TO CLIENT, AND OSOBIO MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
- M. **Client Obligations.** Unless otherwise agreed to by the parties in writing, Client is solely responsible to (i) provide complete and accurate information pertaining to Client's Responsibilities as set forth in Section 2.2 of the Quotation; (ii) if applicable, review and approve all in-process and finished product test results to ensure conformity of such results with the product specifications, regardless of which party is responsible for finished product release; (iii) prepare all submissions to regulatory authorities; and (iv) perform such other obligations of Client set forth in this Quotation.
- N. **Indemnification.** Client will indemnify OsoBio, its affiliates and their respective directors, officers, employees and agents against any third-party claim arising directly or indirectly from (i) the manufacture, promotion, marketing, distribution or sale of, or use of or exposure to, the Product, API and Client-supplied materials that are the subject of the Project; (ii) the negligence or willful misconduct of Client; (iii) the material breach of this Quotation by Client; or (iv) the use of any Client IP provided by Client to OsoBio in connection with the Project; except in all cases to the extent arising from the negligence, willful misconduct or breach of this Quotation by OsoBio. OsoBio will indemnify Client its affiliates and their respective directors, officers, employees and agents against any third-party claim arising directly or indirectly from the negligence or willful misconduct of OsoBio or the breach of this Quotation by OsoBio.
- O. **Set-Off.** Without limiting OsoBio's rights under law or in equity, OsoBio and its affiliates, parent or related entities, collectively or individually, may exercise a right of set-off against all amounts due to OsoBio from Client. For purposes of this Article, OsoBio, its affiliates, parent or related entities, shall be deemed to be a single creditor.
- P. **Force Majeure.** Neither party will be liable for any failure to perform or for delay in performance resulting from any cause beyond its reasonable control, including without limitation acts of God, fires, floods or weather, strikes or lockouts, factory shutdowns, embargoes, wars, hostilities or riots, or shortages in transportation. If the cause continues unabated for 90 days, then both parties shall meet to discuss and negotiate in good faith what modifications to this Quotation should result from such cause.
- Q. **Use and Disposal.** Client represents and warrants to OsoBio that Client will hold, use and/or dispose of Products, and other materials provided by OsoBio in connection with the Project, in accordance with all applicable laws, rules and regulations. Client grants OsoBio full authority to use any Client-supplied materials solely for purposes of the Project.

EXHIBIT 1: STANDARD TERMS AND CONDITIONS

- R. Record Retention. Unless the parties otherwise agree in writing, OsoBio will retain batch, laboratory and other technical records for the minimum period required by applicable law and all such records shall be owned by Client.
- S. Independent Contractor. The relationship of the parties is that of independent contractors and not of joint venturers, co-partners, employer/employee or principal/agent.
- T. Publicity. Neither party will make any press release or other public disclosure regarding this Quotation or the transactions contemplated hereby without the other party's express prior written consent, except as required by applicable law, by any governmental agency or by the rules of any stock exchange on which the shares of the disclosing party are listed, in which case the party required to make the press release or public disclosure shall use commercially reasonable efforts to obtain the approval of the other party as to the form, nature and extent of the press release or public disclosure prior to issuing the press release or public disclosure.
- U. Amendment & Precedence. These Standard Terms and Conditions constitute a part of the Quotation to which they are attached (collectively, "this Quotation"); provided, that these Standard Terms and Conditions supersede any conflicting terms and conditions set forth in the Quotation to which they are attached or any Client purchase order. This Quotation constitutes the entire understanding between the parties, and supersedes any contracts, agreements or understandings (oral or written) of the parties, with respect to the Project. No term of this Quotation may be amended except upon written agreement of both parties.
- V. Dispute Resolution. Except for any breach that requires immediate relief or for which either party may desire injunctive relief, if a dispute arises between the parties in connection with this Quotation, the respective presidents or Senior Executives of OsoBio and Client shall first attempt to resolve the dispute, and if such parties cannot resolve the dispute, such dispute shall be resolved in the jurisdiction of the defendant party by binding arbitration in accordance with the then existing commercial arbitration rules of The CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017.
- W. Survival. Subject to execution, the rights and obligations of Client and OsoBio in Articles I, J, K, N, R, T, V and W of these Standard Terms and Conditions shall survive termination or expiration of this Quotation.

