

Consortium agreement for transferring material and research data

THIS AGREEMENT is made as of January, 27, 2025 by and BETWEEN

GenomeAsia 100K (GA100K), located at 8 Eu Tong Sen Street #14-94, Singapore 059818 and

Faculty of Science, Chiang Mai University, located at 239 Huay Kaew Rd., Suthep sub-district, Mueang district, Chiang Mai, 50200, Thailand.

(hereinafter referred to individually as a 'Party', collectively or in groups as 'Parties')

Introduction:-

- A. The Parties to this Agreement wish to undertake a project entitled 'GenomeAsia 100K'.
- B. The Parties intend to carry out a program of work which is described in Annex 1 (hereinafter referred to as the 'Project').
- C. Faculty of Science, Chiang Mai University provides DNA samples (hereinafter referred to as the 'Material') to GA100K to carry on the Project.
- D. GA100K generate a set of whole-genome sequencing data using the Material (hereinafter referred to as 'Data') and transfer the Data to Faculty of Science, Chiang Mai University for academic research purposes.

This Agreement sets out the details of the relationship between the Parties.

It is hereby agreed as follows:-

1. Purpose of the Consortium

The purpose of the Consortium is to carry out the Project and to produce the Data as described in Annex 1.

2. Commencement and duration

The Consortium was formed and the Project commenced with an effective date of January, 27, 2025 and the Project will terminate after 3 years of the data production, unless otherwise agreed in writing by the Parties.

3. Project management

The Parties agree on the policies of the GA100K consortium and their responsibilities described in Annex 1 to conduct and manage the Project.

Faculty of Science, Chiang Mai University agrees to participate to carry on the Project as a 'Sample Provider' (described in Annex 1).

4. Material Use and Transfer

GA100K desires to obtain the Material from Faculty of Science, Chiang Mai University to carry out the Project.

Faculty of Science, Chiang Mai University agrees to provide the Material and related information about the Material to GA100K under the following terms and conditions:

- A. Faculty of Science, Chiang Mai University retains ownership of the Material.
- B. The Material is to be used solely for the Project.
- C. The Material is to be used only at GA100K approved organizations.
- D. The Material will not be transferred to third parties without the prior written consent of Faculty of Science, Chiang Mai University.
- E. Faculty of Science, Chiang Mai University certifies that the Material is IRB approved for the research purpose and release of the Data.
- F. The Material is provided at no cost.

5. Data Generation, Use and Transfer

GA100K generates the Data using the Material provided by Faculty of Science, Chiang Mai University and agrees to transfer the Data to Faculty of Science, Chiang Mai University under the following terms and conditions:

- A. The Data will be generated in the GA100K approved Data Generation Center.
- B. GA100K is responsible for the cost of data generation. Faculty of Science, Chiang Mai University is responsible for the costs related to data transfer to Faculty of Science, Chiang Mai University.
- C. The Data will be stored and analyzed by GA100K's scientists at the GA100K's Data Host Center.
- D. The Data is to be used solely for academic research purposes.
- E. The Data access and release are decided by GA100K under following the Data Policies in Annex 1.
- F. The Data will not be transferred or give rights in the Data in any way to any other parties.
- G. The use of the Data will not be subject to the terms of any agreement or contract in which any other party gains rights to the Data.

6. Confidentiality

Each Party and its employees, agents and students shall:

- A. protect the confidentiality of the Data and all information regarding the Material and the Data (the 'Information') from the date of the last signature on this agreement to the time of disclosure of the Data to the public domain.
- B. keep confidential any information or data as outcomes generated by each Party in the performance of research (the 'Results') until the time of publication of research reports in academic journals.
- C. use the Information solely in connection with the implementation of the research and not otherwise for its own benefit or the benefit of any third party.

- D. provide a copy of the Results to each other before the publication and have the right to utilize Results in further internal research and academic efforts and appropriate acknowledgment of the source of the Data in all publications and presentations based on use of the Data.
- E. provide a copy of the manuscript or abstract disclosing the Material, the Data, or the Results within (14) days prior to submission thereof to publisher and upon each Party's written request, delay such publication for an additional maximum of (30) days to allow each Party an opportunity to protect proprietary or intellectual property rights relating to the Results or the Data that might be contained in such disclosure.

7. Intellectual property

7.1 Ownership

With regard to the ownership of intellectual property, the Parties agree as follows:

- A. Faculty of Science, Chiang Mai University shall own all Materials not incorporated into all Data.
- B. All Data shall be owned by GA100K.
- C. Ownership of any new invention, development, or discovery developed through the use of the Data in the Project ("Intellectual Property") shall reflect inventorship and will be decided which Party shall own an Intellectual Property on a case-by-case basis by both Parties.

Each Party shall obtain the necessary assignments of intellectual property rights (this term includes, but is not limited to, copyright, database right, patents and trademarks) from all staff, students or agents involved in the development and production of the Data on its behalf. Each Party warrants to the other Parties that it is the owner of the copyright and/or database rights in the Data or that it is duly licensed to use the Data and that the content of the Data used as contemplated in this Agreement does not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person.

Each Party shall indemnify and hold the other Parties harmless from and against any loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any actual or alleged infringement of such rights.

This indemnity shall survive the termination of this Agreement for any reason.

7.2 Marking

The Parties agree that all Data shall be clearly marked identifying that the copyright is owned by GA100K. The Parties agree that the GA100K will produce a suitable form of words acknowledging the involvement of the Parties and the ownership of the copyright, which shall appear on all copies of the Data.

7.3 User rights

Each Party hereby grants to the other Parties a non-exclusive indefinite free license to use the Data for the purposes of carrying out the Project and for teaching and research purposes during the Project and after the end of the Project. The Parties hereby agree to grant to each other and to third parties such non-exclusive licenses as are necessary to enable the exploitation of the Data, Information, and Results in accordance with the provisions of this Agreement.

8. Publication and press releases

Procedures for publications and press releases relating to the Project shall be agreed between the Parties through GA100K.

Every publication using the Data before the release to a public domain is necessary to assign both parties "The GenomeAsia 100K consortium" and participants of Faculty of Science, Chiang Mai University as a co-author.

9. Liability

The work associated with the Project will be carried out by each Party in accordance with the highest academic standards, and reasonable endeavors will be made to achieve the degree of reliability and accuracy appropriate to work of this kind. However, no Party has control over the use to which other Parties may put the results of the work, and each Party will, therefore, be deemed to have satisfied itself in every respect as to the suitability and fitness of the work for any particular purpose or application. To the extent permitted by law, no Party, its servants or agents accept any liability, however caused, arising from any error or inaccuracy in any opinion, advice, report or deliverable arising from this work nor for any resulting damage, loss expenses or claim, except to the extent that such can be shown to be caused by the willful negligence of the Party.

10. Miscellaneous

Assignment: No party will be entitled to assign this Agreement nor all or any of their rights and obligations hereunder without the prior written consent of the others.

Disputes/arbitration: All disputes or differences which will at any time hereafter arise between the Parties in respect of the construction or effect of this Agreement or the rights, duties and liabilities of the parties hereunder, or any matter or event connected with or arising out of the Project, will be referred in the first instance to GA100K. If the GA100K is unable to resolve the dispute, the Executive Chairman of GA100K shall select an independent third party to act as arbitrator.

Relationship: Nothing in this Agreement will create or be deemed to create a partnership or the relationship of employer and employee between the Parties.

Law and jurisdiction: This Agreement will be governed by the laws of Singapore and Thailand. This Agreement is subject to the exclusive jurisdiction of the courts to which the parties hereto submit. This clause does not prevent a party from seeking interim relief in any court of competent jurisdiction.

Indemnity: Each Party represents and warrants to the other Parties that publication or distribution of those parts of the Data that it has contributed will not contravene any laws, including but not limited to the laws of defamation and contempt of court (or concepts approximating thereto). Each Party shall indemnify and hold the other Parties harmless from and against any loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any illegality. Any Party shall promptly inform the others of any illegality or alleged illegality upon the party becoming aware of the same. This indemnity shall survive the termination of this Agreement for any reason.

Annex 1. GenomeAsia 100K Sample and Analysis Provider Agreement

AGREED BY THE PARTIES through their authorized signatories

For and on behalf of GENOMEASIA 100K:

Name Mahesh Pratapneni


Title GENOMEASIA 100K Executive Chairman

Signature  Date 14/02/2025

For and on behalf of Faculty of Science, Chiang Mai University:

Name Prof. Dr. Torranin Chairuang Sri

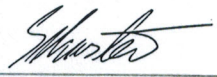
Title Dean of the Faculty of Science, Chiang Mai University

Signature  Date _____

READ AND UNDERSTOOD BY:

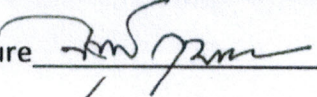
Name Dr. Stephan C. Schuster

Title GENOMEASIA 100K Scientific Director

Signature  Date 13/02/2025

Name Dr. Jatupol Kampuansai

Title Principal investigator from Faculty of Science, Chiang Mai University

Signature  Date _____