

LICENSE AGREEMENT

dated as of April 18th, 2025

by and between

JUNO THERAPEUTICS, INC.

and

JW (CAYMAN) THERAPEUTICS CO. LTD

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LICENSE AGREEMENT

This License Agreement (this “**Agreement**”) is dated as of April 18th, 2025 (the “**Execution Date**”) by and between **JUNO THERAPEUTICS, INC.**, a Delaware corporation with an office at Route 206 and Province Line Road, Princeton, NJ 08543 USA (“**Juno**”), and **JW (CAYMAN) THERAPEUTICS CO. LTD**, a Cayman Islands company limited by shares, with its registered office at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands (“**JW**”). Juno and JW are referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Juno is a biotechnology company focused on discovering and developing novel immunotherapy products, including cellular therapy products.

B. JW is a company limited by shares that carries on the business of an investment holding company.

C. JW Therapeutics (Shanghai) Co., Ltd. (上海药明巨诺生物科技有限公司), unified social credit code 91310000MA1K381YXM, “**JW China**”) is a foreign-invested limited liability company wholly owned by JW (Hong Kong) Therapeutics Limited (“**JW HK**”) (which is wholly owned by JW). JW China is focused on the research, development, manufacture and commercialization in China of novel products designed to use a patient’s own immune system to eradicate cancer cells.

D. Juno and JW now desire to enter into this Agreement under which JW grants to Juno licenses under certain technology and intellectual property rights Controlled (as defined below) by JW to Exploit Products (as defined below), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and promises contained in this Agreement, and intending to be legally bound, the Parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement (other than the headings of the Sections or Articles) have the following meanings set forth in this **Article 1**, or, if not listed in this **Article 1**, the meanings as designated in the text of this Agreement.

1.1 “**Cell Line**” means the [REDACTED], derived from the [REDACTED] cell line, adapted to suspension and chemically defined cell culture medium, and banked.

1.2 “**Affiliate**” means, with respect to a Party, a Person that controls, is controlled by or is under common control with such Party (for as long as such control exists). As used in this **Section 1.1**, the word “**control**” (including, with correlative meaning, the terms “**controlled by**” or “**under the common control with**”) means the actual power, either directly or indirectly through one (1) or more intermediaries, to direct or cause the direction of the management and policies of such

entity, whether by the ownership of at least fifty percent (50%) of the voting stock of such entity, by contract or otherwise. The Parties acknowledge that in the case of certain entities organized under the laws of certain countries outside of the United States, the maximum percentage ownership permitted by Applicable Law for a foreign investor may be less than fifty percent (50%), and that in such case such lower percentage shall be substituted in the preceding sentence, *provided* that such foreign investor has the power to direct the management or policies of such entity. For clarity, neither WuXi AppTec (Shanghai) Co., Ltd. nor Juno will be deemed to be an Affiliate of JW or JW China, and neither JW nor JW China will be deemed to be an Affiliate of WuXi AppTec (Shanghai) Co., Ltd. or Juno.

1.3 “**Agreement**” has the meaning set forth in the preamble.

1.4 “**Applicable Law**” means all laws, rules, and regulations applicable to the performance of a Party’s obligations, or the exercise of a Party’s rights, under this Agreement, including: (a) any rules, regulations, guidelines, or other requirements of Regulatory Authorities (including Data Protection Laws); (b) GLPs, GCPs and GMPs and (c) the OECD Convention Against Bribery of Foreign Public Officials in International Business Transactions, legislation implementing such Convention, and any other international anti-bribery convention, or any other local anti-corruption and bribery law, in each case that may be in effect from time to time in any relevant legal jurisdiction.

1.5 “**Assigning Party**” has the meaning set forth in **Section 10.7(b)**.

1.6 “**Assistance Completion Notice**” has the meaning set forth in **Section 4.1**.

1.7 “**Bankrupt Party**” has the meaning set forth in **Section 7.2(d)**.

1.8 “**Business Day**” means a day other than any: (a) Saturday or Sunday; (b) day that is a recognized national holiday in the U.S. or the Territory; or (c) day that commercial banks are authorized to close under the Applicable Laws of, or are in fact closed in, New York, New York, U.S., Hong Kong or Shanghai, China.

1.9 “**Calendar Quarter**” means: (a) for the first Calendar Quarter of the Term, the period beginning on the Effective Date and ending on the first of the following dates thereafter: March 31, June 30, September 30, and December 31; (b) for each Calendar Quarter of the Term thereafter, each successive period of three (3) consecutive calendar months ending on March 31, June 30, September 30, and December 31; and (c) for the last Calendar Quarter of the Term, the period beginning on January 1, April 1, July 1 or October 1 of the Calendar Quarter in which this Agreement expires or terminates and ending on the effective date of expiration or termination of this Agreement.

1.10 “**Calendar Year**” means: (a) for the first Calendar Year of the Term, the period beginning on the Effective Date and ending on December 31, 2025; (b) for each Calendar Year of the Term thereafter, each successive period beginning on January 1 and ending twelve (12) consecutive calendar months later on December 31; and (c) for the last Calendar Year of the Term, the period beginning on January 1 of the Calendar Year in which this Agreement expires or terminates and ending on the effective date of expiration or termination of this Agreement.

1.11 “CAR” means a chimeric antigen receptor (including any protein, polypeptide, receptor, ligand or other molecule) that is designed to bind to any molecule(s) on or in a pathogenic agent, a cell surface, within a cell, or directly associated with a cell (for example, any antigens(s) or ligand(s) displayed on a cell surface, within a cell or directly associated with a cell)).

1.12 “Change of Control” means, with respect to a Party, the occurrence of any of the following events: (a) the acquisition of beneficial ownership, directly or indirectly, by any Third Party person or group (within the meaning of the U.S. Securities Exchange Act of 1934 and the rules of the U.S. Securities and Exchange Commission thereunder as in effect on the Execution Date), of common shares or other equity interest representing more than fifty percent (50%) of the aggregate ordinary voting power represented by the issued and outstanding common shares or other equity interests of such Party or the ultimate parent entity of such Party; (b) a merger, reorganization or consolidation involving such Party or the ultimate parent entity of such Party and a Third Party in which the stockholders of such Party or the ultimate parent entity of such Party, immediately prior to the merger, reorganization or consolidation, would not, immediately after the merger, reorganization or consolidation, beneficially own, directly or indirectly, shares representing in the aggregate more than fifty percent (50%) of the combined ordinary voting power of the resulting surviving entity, or (c) any Third Party acquiring the power (whether through ownership interest, contractual right, or otherwise, including the result of any government action) to direct or cause the direction of the management and policies of such Party or the ultimate parent entity of such Party.

1.13 “China” or “PRC” means the People’s Republic of China, which, for purpose of this Agreement, excludes Hong Kong, Macau and Taiwan.

1.14 “Clinical Trial” means a human clinical study of a pharmaceutical product.

1.15 “Commercialization” means any and all activities directed to the marketing, detailing, promotion and securing of pricing and reimbursement of a biological or pharmaceutical product, whether before or after Regulatory Approval has been obtained (including making, having made, using, importing, selling and offering for sale such product), and will include post-launch marketing, promoting, detailing, marketing, research, distributing, customer service, administering and commercially selling such product, importing, exporting or transporting such product for commercial sale, and all regulatory compliance with respect to the foregoing, and **“Commercialize”** means the performance of any of the foregoing activities. For clarity, **“Commercialization”** and **“Commercialize”** do not include any Clinical Trial commenced after Regulatory Approval.

1.16 “Commercially Reasonable Efforts” means the carrying out of obligations in a sustained manner that is consistent with the efforts a biotechnology or pharmaceutical company devotes to an internally discovered and developed product at a similar research or development stage and having similar commercial potential. With respect to a Party’s obligations, Commercially Reasonable Efforts requires that the Party: (a) promptly assign responsibility for such obligations to specific employee(s) who are held accountable for progress and monitor such progress on an on-going basis; (b) set and consistently seek to achieve specific and meaningful objectives for carrying out such obligations; and (c) consistently make and implement decisions and allocate resources designed to advance progress with respect to such objectives.

1.17 “Confidential Information” means, with respect to a Party, all non-public, confidential and proprietary information and materials, including Know-How, intellectual property, technical data and information, marketing plans, strategies and customer lists, in each case, that are disclosed by such Party or its Affiliates to the other Party or its Affiliates pursuant to this Agreement, regardless of whether any of the foregoing is marked “confidential” or “proprietary” or communicated to the other Party by the disclosing Party in oral, written, visual, graphic or electronic form. For clarity, (a) the terms of this Agreement will be the Confidential Information of both Parties, (b) the Juno Arising IP will be the Confidential information of Juno, (c) the JW Arising IP will be the Confidential Information of JW and (d) the Joint Inventions will be Confidential information of both Parties.

1.18 “Control”, “Controls” or “Controlled” means, with respect to any intellectual property (including Patents), Know-How or Confidential Information, the ability of a Party, itself or through an Affiliate (whether through ownership or license (other than a license granted in this Agreement)), to grant to the other Party or its Affiliates, as applicable, the licenses or sublicenses as provided herein or to otherwise disclose such intellectual property, Know-How or Confidential Information to the other Party, in each case, without violating the terms of any then-existing agreement with any Third Party or misappropriating such Know-How or Confidential Information.

1.19 “Cover” means: (a) with respect to Know-How: (i) that the making, using, selling or offering for sale of a given molecule, product, or item would require the use of such Know-How; or (ii) that a given molecule, product or item incorporates or is made, identified, discovered, developed, optimized, characterized, selected, derived from or determined to have utility, in whole or in part, by the use of such Know-How; and (b) with respect to a Patent, that the making, using, selling, or offering for sale of a given molecule, product, or item would infringe a claim of such Patent (assuming, with respect to a patent application, as if such application was then issued) in the absence of ownership of, or a license under, such Patent.

1.20 “Data Protection Laws” has the meaning set forth in **Section 8.8**.

1.21 “Development” means any research, preclinical and clinical drug or biologic product development activities with respect to a product, including: conduct of Clinical Trials (including Clinical Trials commenced after Regulatory Approval), statistical analysis and report writing, the preparation and submission of Regulatory Approval Applications, regulatory affairs with respect to the foregoing and all other activities necessary or useful or otherwise requested or required by a Regulatory Authority or as a condition or in support of obtaining or maintaining a Regulatory Approval. **“Develop”** means the performance of any of the foregoing activities.

1.22 “Disputed Matter” has the meaning set forth in **Section 10.1(a)**.

1.23 “Dollars” or “\$” means the legal tender of the United States.

1.24 “Effective Date” has the meaning set forth in **Section 7.1**.

1.25 “Excluded Product” means a specified T-Cell therapy product specifically directed to [REDACTED] (the **“Excluded Target”**), solely to the extent JW does not have the right to grant rights hereunder to Juno or its Affiliate with respect to the Excluded Product and the Excluded Target due to the terms of the [REDACTED], dated as of

██████████ (as amended, the “██████████ Agreement”). For the avoidance of doubt, if at any time during the Term, the ██████████ Agreement expires, terminates or is otherwise amended or modified such that the ██████████ Agreement does not preclude JW from granting Juno or its Affiliates rights hereunder with respect to the Excluded Product and the Excluded Target, JW shall inform Juno and such product shall cease to be Excluded Products hereunder.

1.26 “Execution Date” has the meaning set forth in the preamble.

1.27 “Executive Officers” means: (a) in the case of Juno, the President, Cell Therapy Organization, or that officer’s designee; and (b) in the case of JW, the CEO, or that officer’s designee.

1.28 “Existing Cell Line Agreements” means those three (3) ██████████ License Agreements, each dated as of ██████████, between JW and ██████████ regarding the ██████████ Cell Line.

1.29 “Exploit” means to Develop, Commercialize, Manufacture, or have Manufactured. **“Exploitation”** means the performance of any of the foregoing activities.

1.30 “FDA” means the U.S. Food and Drug Administration, and any successor thereto.

1.31 “Field” means the prevention, treatment or control of any disease, disorder or condition in humans.

1.32 “Force Majeure” has the meaning set forth in **Section 10.4**.

1.33 “FTE” means a full-time employee who performs at least ██████████ hours per year. No individual may be charged at greater than one (1) FTE in a given Calendar Year.

1.34 “FTE Cost” means, for a given period, the FTE Rate multiplied by the number of aggregate FTE Hours worked by FTEs utilized by JW in such period solely in the performance of Know-How transition and transfer services pursuant to **Section 4.2** (Know-How Assistance) under this Agreement.

1.35 “FTE Hour” means each hour devoted by one FTE to the performance of the Know-How transition and transfer services pursuant to **Section 4.2** (Know-How Assistance) under this Agreement.

1.36 “FTE Rate” means ██████████ per FTE Hour, which represents the fully burdened cost for each FTE and includes related salary, benefits, and other similar expenses associated with such FTE performing Know-How transition and transfer services pursuant to **Section 4.2** (Know-How Assistance) under this Agreement).

1.37 “GAAP” means the generally accepted accounting principles in the United States, as in effect on the Execution Date.

1.38 “GDPR” has the meaning set forth in **Section 8.8**.

1.39 “Good Clinical Practices” or “GCP” means all applicable then-current good clinical practice standards promulgated or endorsed by the FDA, as defined in U.S. 21 C.F.R. Parts 312, 50, 54, and 56 (or such other comparable regulatory standards in other countries, as they may be updated from time to time).

1.40 “Good Laboratory Practices” or “GLP” means all applicable then-current good laboratory practice standards promulgated or endorsed by the FDA, as defined in U.S. 21 C.F.R. Part 58 (or such other comparable regulatory standards in other countries, as they may be updated from time to time).

1.41 “Good Manufacturing Practices” or “GMP” means all applicable standards relating to manufacturing practices for fine chemicals, intermediates, bulk products or finished biological or pharmaceutical products, including: (a) all applicable requirements detailed in the FDA’s current Good Manufacturing Practices regulations, U.S. 21 C.F.R. Parts 210 and 211 and “The Rules Governing Medicinal Products in the European Community, Volume IV, Good Manufacturing Practice for Medicinal Products”, as each may be amended from time to time (or such other comparable regulatory requirements in other countries, as they may be updated from time to time); and (b) all Applicable Laws promulgated by any Governmental Authority having jurisdiction over the manufacture of the Products.

1.42 “Governmental Authority” means any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, self-regulatory organization, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or entity and any court or other tribunal); (d) multinational governmental or quasi-governmental authority organization or body; or (e) individual, entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

1.43 “IFRS” means the International Financial Reporting Standards as adopted by the International Accounting Standards Board.

1.44 “Independent Shareholder(s) of JW” means any shareholder(s) of JW who do(es) not have a material interest in the transactions contemplated under this Agreement, which for the avoidance of doubt shall exclude Juno.

1.45 “HIPAA” has the meaning set forth in **Section 8.8**.

1.46 “Hong Kong Listing Rules” means the Rules Governing the Listing of Securities of The Stock Exchange of Hong Kong Limited, as may be amended from time to time.

1.47 “Hong Kong Stock Exchange” means The Stock Exchange of Hong Kong Limited.

1.48 “In-License Agreement” means any agreement between JW (or any of its Affiliates) and any Third Party, in existence or effect as of the Execution Date or at any time during the Term (a) under which JW (or any of its Affiliates) licenses or otherwise obtains rights to JW Licensed Patents, JW Licensed Know-How or the JW sLVV Manufacturing Process; and (b) which is

necessary or useful to Exploit the JW sLVV Manufacturing Process in the Territory. In-License Agreements shall exclude the Existing Cell Line Agreements.

1.49 “IND” means an investigational new drug application submitted to the FDA in the United States in conformance with Applicable Law, or the equivalent of any such application in any other country.

1.50 “Indemnitee” has the meaning set forth in **Section 9.3**.

1.51 “Indirect Taxes” has the meaning set forth in **Section 3.4(c)**.

1.52 “Information Completion Notice” has the meaning set forth in **Section 4.1**.

1.53 “Invention” means any and all inventions (whether patentable or not) or improvements (whether patentable or not) that are invented, conceived, made or derived during the Term by, or on behalf of, either Party or its Affiliates, or both Parties or their respective Affiliates, whether solely or jointly with any Third Party, in the course of the Exploitation of the Products in the Field in the Territory under this Agreement. For clarity, **“Inventions”** excludes Juno Background IP or JW Background IP.

1.54 “Joint Inventions” has the meaning set forth in **Section 5.1(b)**.

1.55 “Joint Patents” has the meaning set forth in **Section 5.2**.

1.56 “Juno” has the meaning set forth in the preamble.

1.57 “Juno Cell Therapy Product” means any product that involves the use of genetically engineered cells for treatment of any diseases or conditions, of which (i) the intellectual property rights are owned by Juno or any of its Affiliates and/or (ii) Juno or any of its Affiliates has obtained licenses or rights from a Third Party for the research, Development, Manufacture and/or Commercialization. Notwithstanding the foregoing, the Juno Cell Therapy Product shall in no event include any Excluded Product, subject to the terms of such definition.

1.58 “Juno Indemnitees” has the meaning set forth in **Section 9.1**.

1.59 “JW” has the meaning set forth in the preamble.

1.60 “JW Background IP” means Patents and Know-How Controlled by JW or its Affiliates that arises from activities conducted prior to or outside of this Agreement.

1.61 “JW China” has the meaning set forth in the recitals.

1.62 “JW HK” has the meaning set forth in the recitals.

1.63 “JW Indemnitees” has the meaning set forth in **Section 9.2**.

1.64 “JW Licensed Know-How” means all Know-How Controlled by JW or its Affiliates as of the Effective Date or the Execution Date, as applicable, or at any time during the Term that is: (a) primarily or directly related to, or reasonably necessary or useful for, the Exploitation of the

JW sLVV Manufacturing Process (but solely for use with the Products) in the Field; or (b) other Know-How (including data) that JW determines, in its reasonable discretion, to disclose and provide to Juno for use in the Exploitation of the JW sLVV Manufacturing Process hereunder, including, in each case ((a) and (b)), any such Know-How that is within JW Background IP, JW Arising IP and JW's and its Affiliates' rights in the Joint Inventions.

1.65 “JW Licensed Patents” means any and all Patents in the Territory Controlled by JW or its Affiliates as of the Effective Date or the Execution Date, as applicable, or at any time during the Term that Cover inventions that are primarily or directly related to, or reasonably necessary or useful for, the Exploitation of the JW sLVV Manufacturing Process, including any such Patents that are within JW Background IP, JW Arising IP and JW's and its Affiliates' rights in Joint Patents.

1.66 “JW sLVV Manufacturing Process” means JW's proprietary Manufacturing process for the Manufacture of Suspension Vector, as further described in **Exhibit 4.1**, attached hereto.

1.67 “Know-How” means all tangible and intangible: (a) information, techniques, technology, practices, trade secrets, inventions (whether patentable or not), methods, knowledge, skill, experience, data, results (including pharmacological, toxicological and clinical test data and results, chemical structures, sequences, processes, formulae, techniques, research data, reports, standard operating procedures and batch records), analytical and quality control data, analytical methods (including applicable reference standards), full batch documentation, packaging records, release, stability, storage and shelf-life data, and manufacturing process information, results or descriptions, software and algorithms; and (b) compositions of matter, cells, cell lines, assays, animal models and any other physical, biological or chemical material, including physical embodiments of the Products, as applicable. As used in this definition, “clinical test data” includes all information related to clinical or non-clinical testing, including patient report forms, investigators' reports, biostatistical, pharmaco-economic and other related analyses, regulatory filings and communications, and the like. For clarity, “**Know-How**” excludes Patents.

1.68 “Knowledge” of a Party means the actual knowledge of senior management of such Party, based on such individuals' good faith understanding of the facts and information in their possession or control after due inquiry of their direct reports with respect to such facts and information, which shall include a reasonable inquiry of such Party's outside legal counsel with respect to applicable facts and information.

1.69 “Losses” has the meaning set forth in **Section 9.1**.

1.70 “Manufacture” means all activities related to the manufacturing of a product or any component or ingredient thereof, including test method development and stability testing, formulation, process development, qualification and validation, manufacturing scale-up whether before or after Regulatory Approval, manufacturing any product in bulk or finished form for Development or Commercialization (as applicable), including filling and finishing, packaging, labeling, shipping and holding, in-process and finished product testing, release of a product or any component or ingredient thereof, quality assurance and quality control activities related to manufacturing and release of a product, and all activities that are related to any of the foregoing and are also directed to obtaining Regulatory Approval. “**Manufacturing**” has a corresponding meaning.

1.71 “**MTA**” has the meaning set forth in **Section 3.2**.

1.72 “**NMPA**” means the China National Medical Products Administration and any successor thereto, or any authorized local counterparts, agencies or quasi-government entities thereof.

1.73 “**Non-Bankrupt Party**” has the meaning set forth in **Section 7.2(d)**.

1.74 “**Party**” or “**Parties**” has the meaning set forth in the preamble.

1.75 “**Patent**” means all: (a) U.S. unexpired patents (including inventor’s certificates and utility models), including any substitution, amendment, extension, registration, reissue, re-examination, restoration, supplementary protection certificates, confirmation patents, patent of additions, renewal, or any like filing thereof; (b) pending U.S. patent applications, including any continuation, division or continuation-in-part thereof, and any provisional, nonprovisional, or other priority applications; and (c) any international counterparts, and counterparts in any country outside the U.S., to clauses (a) and (b) above.

1.76 “**Payee Party**” has the meaning set forth in **Section 3.4(a)**.

1.77 “**Payments**” has the meaning set forth in **Section 3.4(a)**.

1.78 “**Payor Party**” has the meaning set forth in **Section 3.4(a)**.

1.79 “**Person**” means any corporation, limited or general partnership, company, limited liability company, joint venture, trust, unincorporated association, governmental body, authority, bureau or agency, any other entity or body, or an individual.

1.80 “**Personal Data**” has the meaning set forth in **Section 8.7**.

1.81 “**PIPL**” has the meaning set forth in **Section 8.8**.

1.82 “**Purchase Orders**” means, collectively, purchase order numbers (1) 4510001060 dated [REDACTED] applicable to [REDACTED] vials of Vector, and (2) 4510001424 dated [REDACTED] applicable to [REDACTED] vials of Vector.

1.83 “**Product**” means any Juno Cell Therapy Product.

1.84 “**Regulatory Approval**” means the approval, license or authorization of the applicable Regulatory Authority necessary for the marketing and sale of a product for a particular indication (including any required pricing/reimbursement approvals, as applicable), and including the approval by the applicable Regulatory Authority of any expansion or modification of the label for such indication.

1.85 “**Regulatory Approval Application**” means an application that is for Regulatory Approval of a product and that is required before commercial sale of such product (or with respect to a subsequent indication of such product) in such country.

1.86 “Regulatory Authority” means any national, supranational, regional, state, provincial or local Governmental Authority, including the FDA in the U.S., the NMPA in China, or any other health regulatory authority, that has the administrative authority to regulate the development and commercialization of, including granting of Regulatory Approval for, any Product in such country.

1.87 “Restricted Person” means any individual or entity identified on, or owned or controlled by or acting on behalf of any individuals or entities identified on U.S. or other applicable government restricted party lists, such as the Specially Designated Nationals (“**SDN**”) List maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control.

1.88 “SIAC” has the meaning set forth in **Section 10.1(b)**.

1.89 “SIAC Rules” has the meaning set forth in **Section 10.1(b)**.

1.90 “Side Letter” has the meaning set forth in **Section 3.2**.

1.91 “Suspension Vector” means a cell-culture derived Lentivirus recombinant viral agent to deliver a protein produced through mixed, suspended vector biomanufacturing process conditions for incorporation into Products.

1.92 “T-Cell” means a cell that expresses, or has ever expressed, one or more T-cell receptors.

1.93 “Term” has the meaning set forth in **Section 7.1**.

1.94 “Territory” means worldwide.

1.95 “Third Party” means any Person other than: (a) Juno; (b) JW; or (c) an Affiliate of either Party.

1.96 “Transferee” has the meaning set forth in **Section 10.7(b)**.

1.97 “United States” or “**U.S.**” means the United States of America and its territories, districts and possessions.

1.98 “Vector” means a cell-culture derived Lentivirus recombinant anti-CD-19 viral agent intended to deliver a nucleotide sequence for the JWCAR029 Product under the License Agreement (as defined in the Vector Supply Agreement).

1.99 “Vector Supply Agreement” means the Vector Supply Agreement, dated as of May 19, 2023, by and between Juno Therapeutics, Inc. and JW (Cayman) Therapeutics Co. Ltd, as it may be amended, including all schedules, appendices, addenda, project plans and purchase orders issued thereunder.

2. LICENSE TERMS

2.1 License to Juno.

(a) Subject to the terms and conditions of this Agreement (including **Section 2.3**), upon the Effective Date JW hereby grants to Juno a sublicensable (pursuant to **Section 2.2**), transferable (only in connection with assignment under **Section 10.7**), non-exclusive license, during the Term under the JW sLVV Manufacturing Process, the JW Licensed Patents and the JW Licensed Know-How solely for the purpose of Exploiting the Juno Cell Therapy Products in the Field in the Territory, in accordance with this Agreement (the “**License**”). Notwithstanding anything to the contrary, other than Exploitation of the Juno Cell Therapy Products in the Field in the Territory, JW does not grant to Juno any rights under the JW sLVV Manufacturing Process, the JW Licensed Patents or JW Licensed Know-How for any other purposes, including without limitation, (i) the Development, Manufacture, Commercialization or Exploitation by any means of any Excluded Product or any product that is not a Juno Cell Therapy Product, and (ii) providing any Development and/or Manufacturing services to any Third Parties, in each case, by utilizing the JW sLVV Manufacturing Process. Upon the request of Juno, JW shall engage in good faith discussions with Juno regarding the potential use by Juno of the License in the Field in the Territory for products other than the Juno Cell Therapy Products.

(b) JW shall have, as of the Execution Date, in good faith listed in **Exhibit 1.65** all Patents that, to the Knowledge of JW as of the Execution Date, constitute JW Licensed Patents that exist as of the Execution Date and that are the subject of the license grant in this **Section 2.1**, which list may be updated by JW either from time to time or after JW’s receipt of written request from Juno (which request shall be provided no more frequently than once per Calendar Year); *provided, however* that: (i) such list shall not be deemed or construed to limit the scope of the license grant in this **Section 2.1** to only the Patents identified in such list; (ii) the determination of whether or not any Patent included or proposed to be included on such list is in fact subject to the license grant in this **Section 2.1** will be determined by the claims in such Patent; (iii) any failure to accurately include any Patent on such list shall not be deemed a breach of this Agreement; and (iv) in the event that JW discovers after the Execution Date any additional Patent that should have been, but was not, listed in **Exhibit 1.65** as of the Execution Date (the “**Additional Patent**”), JW shall notify Juno as soon as reasonably practicable (and in any event no later than forty-five (45) days) and such Additional Patent shall be deemed to be included on **Exhibit 1.65**.

(c) JW shall have, as of the Execution Date, confirmed in good faith that the Know-How listed in **Exhibit 4.1** identifies all Know-How that, to the Knowledge of JW as of the Execution Date, constitutes JW Licensed Know-How that exists as of the Execution Date and that is the subject of the license grant in this **Section 2.1**, which list may be updated by JW either from time to time or after JW’s receipt of written request from Juno (which request shall be provided no more frequently than once per Calendar Year); *provided, however*, that: (i) such list shall not be deemed or construed to limit the scope of the license grant in this **Section 2.1** to only the Know-How identified in such list; (ii) any failure to accurately include any Know-How on such list shall not be deemed a breach of this Agreement; and (iii) in the event that JW discovers after the Execution Date any additional Know-How that should have been, but was not, listed in **Exhibit 4.1** as of the Execution Date (the “**Additional Know-How**”), JW shall notify Juno as soon as reasonably practicable (and in no event later than forty-five (45) days) and such Additional Know-

How shall be deemed to be included on **Exhibit 4.1**; *provided, further*, that Juno shall reimburse JW for any FTE Costs incurred by JW to perform such subsequent Know-How transfer in respect of such Additional Know-How. For the avoidance of doubt, Juno shall not be responsible for the payment of any FTE Costs or other translation-related out-of-pocket expenses relating to the transfer to Juno of the Know-How set forth on **Exhibit 4.1** as in effect on the Execution Date.

2.2 Sublicensing. The license granted to Juno in **Section 2.1(a)** is sublicensable by Juno through multiple tiers. Each sublicense granted by Juno is conditioned upon the following: (i) each sublicense granted by Juno shall be consistent with the terms of this Agreement and require each sublicensee to comply with the terms of this Agreement that are applicable to such sublicensee, (ii) JW's obligations hereunder will not be enlarged or altered by the grant of such a sublicense, and (iii) Juno remains responsible and liable to Licensor for the performance of all its obligations under this Agreement, and will be liable for any act or omission of any such sublicensee that is a breach of any of Juno's obligations under this Agreement as though the same were a breach by Juno.

2.3 License Restrictions.

(a) **Retained Rights.** Subject to the terms and conditions of this Agreement, as between JW and Juno, JW retains all rights to use the JW sLVV Manufacturing Process, JW Licensed Know-How and JW Licensed Patents.

(b) **In-Licenses.** Except for the [REDACTED], there are no agreements between JW and any Third Party as of the Execution Date which are necessary or useful to Exploit the JW sLVV Manufacturing Process, JW Licensed Patents or the JW Licensed Know-How in connection with the Products the Territory. During the Term, JW shall provide Juno with notice in a timely manner of any entry into a new In-License Agreement, and any actual termination of any In-License Agreements, or any amendment or modification of any In-License Agreements, to the extent that the termination or material amendment or modification thereof, in each case, would adversely impact the rights granted to Juno or the ability of Juno to Exploit Products hereunder. If an In-License Agreement is amended, modified or terminated in a manner that results in a loss by Juno of its license rights under **Section 2.1**, then to the extent practicable, JW shall use Commercially Reasonable Efforts to secure Control of rights to replacement technology in respect of such lost license rights and make such rights to replacement technology available to Juno on terms and conditions no less favorable to Juno than the terms and conditions hereof.

(c) **No Additional Licenses.** Except as expressly provided in this Agreement, nothing in this Agreement grants either Party any right, title or interest in and to the Know-How, Patents, or other intellectual property rights of the other Party (expressly, by implication or by estoppel).

3. FINANCIAL TERMS

3.1 Upfront Payment. In accordance with the terms and conditions of this Agreement, and in partial consideration for the Licenses granted to Juno in **Article 2**, Juno shall pay to JW or its Affiliate (as designated by JW in writing) an aggregate non-refundable, non-creditable, one-

time upfront payment of [REDACTED] (the “**Upfront Payment**”) within forty-five (45) days after the Effective Date.

3.2 Vector Credit and Supply. In accordance with the terms and conditions of this Agreement, and in partial consideration for the License granted to Juno in **Article 2**, Juno and JW each acknowledges and agrees that prior to the Effective Date, Juno has already transferred to JW (a) [REDACTED] vials of Vector [REDACTED] pursuant to the terms and conditions of the Material Transfer Agreement, dated as of March 19, 2025 (the “**MTA**”), and (b) another [REDACTED] vials of Vector (such shipment, the “**Second Shipment**”) under the terms of a [REDACTED], effective April 8, 2025, for the Purchase Orders under the Vector Supply Agreement (the “[REDACTED]”), for an aggregate of [REDACTED] vials of Vector; *provided, that*, notwithstanding anything to the contrary in the Side Letter and the delivery of the Second Shipment to JW, (i) upon the failure of the Independent Shareholders of JW to approve this Agreement in accordance with the Hong Kong Listing Rules and Applicable Law by September 30, 2025, to the extent such approval by the Independent Shareholders of JW is still required JW shall pay the applicable charges, fees and expenses with respect to the Second Shipment in accordance with the terms of the Vector Supply Agreement; (ii) if JW fails to perform its obligations pursuant to **Section 4.1** below within fifteen (15) days after the Effective Date, JW shall pay the applicable charges, fees and expenses with respect to [REDACTED] vials of Vector in accordance with the Purchase Orders; (iii) upon delivery by Juno of the Information Completion Notice following the Effective Date in accordance with **Section 4.1**, Juno will waive all applicable charges, fees and expenses with respect to [REDACTED] vials of Vector and pay to JW or its Affiliate (as designated by JW in writing) an aggregate non-refundable, non-creditable, one-time payment of [REDACTED] within forty-five (45) days after the delivery of the Information Completion Notice; and (iv) upon delivery by Juno of the Assistance Completion Notice following the Effective Date in accordance with **Section 4.1**, Juno will waive all applicable charges, fees and expenses with respect to [REDACTED] vials of Vector (*provided, however*, that in the event of excessive delay or inability to provide know-how assistance as contemplated by **Section 4.2** due to circumstances out of both Parties’ control, the Parties shall use Commercially Reasonable Efforts to reach a mutually acceptance alternative plan).

3.3 Payment Method. All payments due under this Agreement to a Party will be made by electronic funds transfer in immediately available funds to an account designated in writing by such Party. All payments will be made in Dollars.

3.4 Taxes.

(a) The payments hereunder by a Party (the “**Payor Party**”) to the other Party (the “**Payee Party**”) pursuant to this Agreement (“**Payments**”) shall not be reduced on account of Taxes unless required by Applicable Law. If Applicable Law requires that taxes be withheld, the Payor Party may: (i) deduct those taxes from the remittable payment; (ii) pay the taxes to the proper taxing authority, and (iii) promptly submit to the Payee Party an official tax certificate or other evidence of such withholding sufficient to enable the Payee Party to claim such payment of taxes from any applicable Government Authority. Notwithstanding the foregoing, if the Payee Party is entitled (whether under any applicable tax treaty or otherwise under Applicable Laws) to a reduction in the rate of, or the elimination of, withholding tax, it may deliver to the Payor Party or

the appropriate taxing authority (with the assistance of the commercially reasonable efforts of Payor Party and is expressly requested in writing) the prescribed forms necessary to reduce the applicable rate of withholding or to relieve the Payor Party of its obligation to withhold tax, and the Payor Party shall apply the reduced rate of withholding, or dispense with withholding, as the case may be. The Payor Party shall cooperate with the Payee Party in claiming refunds of, reductions in or exemptions from such deductions or withholdings under any relevant agreement or treaty which is in effect to ensure that any amounts required to be withheld pursuant to this **Section 3.4(a)** are reduced in amount to the fullest extent permitted by Applicable Laws. If the Payor Party intends to withhold tax from any Payment, the Payor Party shall inform the Payee Party reasonably in advance of making such Payment to permit the Payee Party an opportunity to provide any forms or information or obtain any taxing authority approval as may be available to reduce or eliminate such withholding.

(b) Notwithstanding the foregoing, if: (i) the Payor Party takes any action, including redomiciling, or assigning, licensing or sublicensing its rights or obligations under this Agreement, or there is a Change of Control of the Payor Party (each a “**Payor Tax Action**”), (ii) as a result of such Payor Tax Action, the Payor Party (or its assignee, licensee or sublicensee or Affiliate) is required by Applicable Law to withhold taxes, or such Payor Tax Action results in the imposition of Indirect Taxes in each case that were not otherwise applicable, from or in respect of any amount payable under this Agreement, and (iii) such withholding taxes or Indirect Taxes exceed the amount of withholding taxes or Indirect Taxes that would have been applicable but for such Payor Tax Action with a resulting harm to the Payee Party (e.g., the Payee Party or its Affiliate is not entitled to seek any offsetting credit), then any such amount payable under this Agreement shall be increased to take into account such withholding taxes or Indirect Taxes as may be necessary so that, after making all required withholdings (including withholdings on the additional amounts payable) or paying such Indirect Taxes, as the case may be, the Payee Party receives an amount equal to the sum it would have received had no such Payor Tax Action occurred. The obligation to pay additional amounts pursuant to the preceding sentence shall not apply to the extent such increased withholding tax or Indirect Taxes would not have been imposed but for the action of the Payee Party, including assignment, license or sublicense by the Payee Party of its rights or obligations under this Agreement or the redomiciliation of the Payee Party or a Change of Control of the Payee Party (each a “**Payee Tax Action**”), to the extent such Payee Tax Action occurs after the Payor Tax Action described in the first sentence of this **Section 3.4(b)**. Solely for purposes of this **Section 3.4(b)**, a Party’s “domicile” shall include its jurisdiction of incorporation or tax residence and a “redomiciliation” shall include a reincorporation or other action resulting in a change in tax residence.

(c) **Indirect Taxes.** All Payments are exclusive of indirect taxes (such as value added tax, transfer tax, sales tax, goods and services tax, consumption tax and other similar taxes (“**Indirect Taxes**”)). If any Indirect Taxes are chargeable in respect of any Payments, the Payor Party shall pay such Indirect Taxes at the applicable rate in respect of any such Payments following the receipt, where applicable, of an Indirect Taxes invoice issued by the Payee Party in respect of those Payments, such Indirect Taxes to be payable on the due date of the Payments to which such Indirect Taxes relate. The Parties shall issue invoices for all goods and services supplied under this Agreement consistent with Indirect Tax requirements, and to the extent any invoice is not initially issued in an appropriate form, the Parties shall cooperate to provide such information or

assistance as may be necessary to enable the issuance of such invoice consistent with Indirect Tax requirements.

(d) **Tax Documentation.** JW and any JW affiliate Payee shall provide a properly completed and duly executed applicable Internal Revenue Service Form W-8 to Juno or any other withholding tax form required in the Payor Party or Payee Party jurisdiction. Each Party and any other recipient of payments under this Agreement shall provide to the other Party, at the time or times reasonably requested by such other Parties or as required by Applicable Law, such properly completed and duly executed documentation (for example, IRS Forms W-8 or W-9) as will permit payments made under this Agreement to be made without, or at a reduced rate of, withholding for taxes.

(e) **Cooperation.** JW and Juno shall use commercially reasonable efforts to reasonably cooperate with each other to minimize any adverse tax consequences that may arise with regard to the transactions contemplated by this Agreement and related agreements.

3.5 Blocked Currency. In each country where the local currency is blocked and cannot be removed from the country, payments accrued in that country will be paid to the Payee Party in the equivalent amount of Dollars based on the exchange rate for such blocked currency and as calculated pursuant to **Section 3.6**.

3.6 Foreign Exchange. Conversion of sales or expenses recorded in local currencies to U.S. Dollars will be performed in a manner consistent with the recording Party's normal practices used to prepare its audited financial statements for internal and external reporting purposes and shall be consistent with GAAP or IFRS, as applicable.

3.7 Interest. Any undisputed payments or portions thereof due hereunder that are not paid on the date such payments are due under this Agreement will bear interest at a rate equal to the lesser of: (a) [REDACTED] the Prime Rate as published by Citibank, N.A., New York, New York, or any successor thereto, at 12:01 a.m. Eastern Time on the first day of each Calendar Quarter in which such payments are overdue; or (b) the [REDACTED] permitted by Applicable Law, in each case calculated on the number of days such payment is delinquent, compounded monthly.

4. KNOW-HOW TRANSFER; KNOW-HOW ASSISTANCE

4.1 Know-How Transfer. Promptly following the Effective Date (and no later than fifteen (15) days following the Effective Date), JW shall provide to Juno the specific JW Licensed Know-How set forth on **Exhibit 4.1**, attached hereto. Upon confirmation by Juno that all such specific JW Licensed Know-How set forth on **Exhibit 4.1** has been provided to Juno in the form and manner specified on **Exhibit 4.1**, Juno will promptly deliver a written notice of completion to JW (such notice, the "**Information Completion Notice**"). Upon confirmation by Juno that the Know-How assistance contemplated under **Section 4.2** has been substantially completed, Juno will promptly deliver a written notice of completion to JW (such notice, the "**Assistance Completion Notice**"); *provided, that*, notwithstanding delivery of the Assistance Completion Notice, following such delivery Juno may request additional support at no additional cost or expense up to any unused balance of the maximum one hundred (100) FTE Hours contemplated under **Section 4.2**.

After the Execution Date and prior to the Effective Date, except to the extent prohibited by Applicable Law, upon Juno's reasonable request, JW shall provide to Juno certain preliminary information (the scope of which shall be determined by JW in its sole discretion) as is reasonably necessary solely for Juno's transition planning in order for Juno to be able to use JW Licensed Know-How at its facilities from and after the Effective Date, *provided, that*, any reasonable and documented out-of-pocket non-translation related costs incurred by JW in providing any such preliminary information shall be reimbursed by Juno, and JW shall have the right to deduct such cost in any payment payable by JW to Juno hereunder.

4.2 Know-How Assistance. During the Term, JW shall reasonably cooperate with Juno to assist Juno with understanding and using the JW Licensed Know-How and the JW sLVV Manufacturing Process. Juno may consult with applicable JW employees or independent contractors having experience with the JW Licensed Know-How and/or JW sLVV Manufacturing Process on a reasonable basis, to advise Juno regarding specific issues and assist Juno in its use, understanding or practical application of the JW Licensed Know-How and the JW sLVV Manufacturing Process licensed to Juno pursuant to this Agreement for the purpose of Exploitation of the Products in the Field in the Territory in accordance with this Agreement; *provided that*: (i) all such consultations will occur at mutually agreeable times and places, and in a manner not to unreasonably interfere with JW's ordinary business; and (ii) JW will provide Juno with a cumulative maximum of [REDACTED] of support at no additional cost or expense to Juno, subject to the final sentence of this paragraph, and after such [REDACTED] have been used, Juno will pay JW for the FTE Costs for any additional support services requested by Juno at the FTE Rate. Notwithstanding anything to the contrary herein, any reasonable and documented non-translation related out-of-pocket costs incurred by JW in providing any materials and/or for any Third Party's testing services or otherwise in connection with the Know-How assistance provided pursuant to this **Section 4.2**, shall be fully reimbursed by Juno, and JW shall have the right to deduct such cost in any payment that is payable by JW to Juno under this Agreement (if any). The FTE Costs and reimbursement of any such eligible out-of-pocket costs under this **Article 4** shall be made quarterly, within forty-five (45) days following Juno's receipt of an invoice from JW therefor detailing the amount payable and enclosing supporting documentation.

5. OWNERSHIP OF KNOW-HOW AND PATENTS; PATENT MAINTENANCE

5.1 Ownership.

(a) **Background Technology.** As between the Parties, and except with respect to any Arising IP, which is addressed in **Section 5.1(b)**, (i) JW will retain all right, title and interest in and to any Patent, Know-How, and other intellectual property rights owned or Controlled by JW or any of its Affiliates as of the Effective Date or generated or obtained by or on behalf of JW or any of its Affiliates during the Term outside of the scope of this Agreement (the "**JW Background IP**"), and (ii) Juno will retain all right, title and interest in and to any Patents, Know-How, and other intellectual property rights owned or Controlled by Juno or any of its Affiliates as of the Effective Date or generated or obtained by or on behalf of Juno or any of its Affiliates during the Term outside of the scope of this Agreement (the "**Juno Background IP**", together with JW Background IP, respectively referred to as the "**Background IP**"). Each Party will be responsible,

at its sole expense, for preparing, filing, prosecuting, maintaining, defending and enforcing such Background IP Controlled by such Party.

(b) (i) As between the Parties, ownership will follow inventorship for (x) any Inventions that are discovered, generated, created or conceived in the performance of any activity under or in connection with this Agreement and (y) any Patent claiming any such Inventions described in clause (x) (collectively ((x)-(y)), “**Arising IP**”); (ii) Arising IP that are discovered, generated, created or conceived in the performance of any activity under or in connection with this Agreement solely by or on behalf of JW or any of its Affiliates will be solely owned by JW or any of its Affiliates (“**JW Arising IP**”); (iii) Arising IP that are discovered, generated, created or conceived in the performance of any activity under or in connection with this Agreement solely by or on behalf of Juno or any of its Affiliates will be solely owned by Juno or any of its Affiliates (“**Juno Arising IP**”); and (iv) Inventions that are discovered, generated, created or conceived in the performance of any activity under or in connection with this Agreement jointly by both Parties and/or any of their respective employees, agents, consultants and/or contractors (“**Joint Inventions**”) shall be jointly owned by such Parties, and each such Party may use and disclose such Joint Inventions or grant a sublicense under its interest in such Joint Inventions to any Third Party without the need for any additional consent for any purpose and without any accounting to any other Party. For clarity, each Party retains all right, title and interest in and to any Arising IP owned by such Party as determined in accordance with this **Section 5.1(b)(ii)** and **Section 5.1(b)(iii)** (with respect to JW, the JW Arising IP, and with respect to Juno, the Juno Arising IP) and each Party is entitled to freely use, exploit and dispose by any means any Arising IP owned by such Party, including without limitation, granting a sublicense under such Arising IP to any Third Party at its sole discretion.

5.2 Inventorship Determination. The inventorship of all Inventions will be determined in accordance with the principles under U.S. patent law. If such inventions are Joint Inventions, such inventions shall be jointly owned by such Parties, and if one or more claims included in any Patent claim such Joint Invention, such Patents shall be jointly owned by both Parties (“**Joint Patent**”, together with the Joint Inventions, the “**Joint Arising IP**”).

5.3 Prosecution and Maintenance.

(a) Each Party shall have the sole responsibility for the preparation, prosecution (including any interferences, reissue proceedings and reexaminations) and maintenance of the Patents that solely claim the Inventions solely owned by such Party.

(b) The decision to file a Joint Patent shall require the written consent of both Parties. If both Parties agree in writing to file a Joint Patent, the Parties will decide in writing which Party has the right but not the obligation to control and lead the preparation of, filing for, prosecution (including any oppositions, interferences, reissue proceedings and reexaminations and other post-grant proceedings originating in a patent office) and maintenance (collectively, the “**Prosecution and Maintenance**”) of the intellectual property rights pertaining to the Joint Arising IP on a jurisdiction-by-jurisdiction basis; such Party shall be the “**First Leading Party**” in a given jurisdiction. . If the First Leading Party intends to let the Joint Arising IP lapse or become abandoned without having filed a continuing substitute, the other Party shall have the right, but not the obligation, to become the leading party (“**Second Leading Party**”) and have sole control

for Prosecution and Maintenance, including whether to let the Joint Arising IP in a given jurisdiction lapse or become abandoned with no further right of the First Leading Party to become the leading party again. Each Party will be responsible for [REDACTED] incurred by or on behalf of the First Leading Party in the process of Prosecution and Maintenance, and the other Party will reimburse the First Leading Party for any related costs that it incurs within a reasonable timeframe after receiving an invoice with reasonable supporting documentation for such costs; *provided, however*, a Party that surrenders its First Leading Party role shall not be responsible for any out-of-pocket costs incurred by or on behalf of the other Party that assumes the Second Leading Party role in the process of Prosecution and Maintenance; and (iii) the First Leading Party will inform the other Party if it intends to surrender its First Leading Party role in writing and within a reasonable time frame before any permanent lapse or abandonment of Joint Arising IP (for the avoidance of doubt, such notice shall not unreasonably delay or impede the other Party's ability to proceed with, the Prosecution and Maintenance).

6. CONFIDENTIALITY

6.1 Nondisclosure of Confidential Information. Subject to **Section 6.2** and **Section 6.3**, the Parties agree that during the period from the Effective Date through the end of the Term, and for a period of five (5) years thereafter, *provided* that, with respect to any Know-How that is a trade secret and is identified as such by the disclosing Party at the time of disclosure, the obligations of this **Section 6.1** will continue for so long as such Know-How remains a trade secret. Each Party receiving Confidential Information of the other Party shall: (a) maintain in confidence such Confidential Information (using at least the same level of efforts as such Party uses to maintain in confidence its own proprietary industrial information of similar kind and value, but in no event less than a reasonable degree of care) and not to disclose such Confidential Information to any Third Party without prior written consent of the other Party (such consent not to be unreasonably withheld, delayed, or conditioned), except for disclosures made in confidence to any Affiliates, directors, officers, employees and professional advisors (including without limitation, legal, financial, and accounting advisors) of such Party and its Affiliates under terms substantially consistent with this Agreement; and (b) not use such other Party's Confidential Information for any purpose except performing its obligations or exercising its rights under this Agreement or as otherwise permitted under **Section 6.4** (it being understood that this **Section 6.1** will not create or imply any rights or licenses not expressly granted under **Article 2**, and it is also understood that, upon expiration or termination of this Agreement, a Party's right to use the Confidential Information of the other Party will cease, except to the extent that such Confidential Information is subject to a right or license granted to such Party that survives expiration or termination). Each Party will promptly notify the other Party of any misuse or unauthorized disclosure of the other Party's Confidential Information.

6.2 Exceptions. The obligations in **Section 6.1** will not apply with respect to any portion of the Confidential Information that the receiving Party can demonstrate through competent evidence that such information:

(a) is publicly disclosed by the disclosing Party, either before or after it is disclosed to the receiving Party hereunder;

(b) was lawfully known to the receiving Party or any of its Affiliates, without obligation to keep it confidential, prior to disclosure by the disclosing Party, as shown by receiving Party's files and records prior to the date of disclosure;

(c) is subsequently disclosed to the receiving Party or any of its Affiliates by a Third Party lawfully in possession thereof and without obligation to keep it confidential;

(d) is generally available to the public or otherwise becomes publicly available or enters the public domain, either before or after it is disclosed to the receiving Party, and is not through any act or omission by the receiving Party or any of its Affiliates in violation of this Agreement; or

(e) has been independently developed by the receiving Party or any of its Affiliates without the aid, application, use of or reference to any disclosing Party's Confidential Information.

6.3 Authorized Disclosure. A Party may disclose the Confidential Information disclosed by the other Party to the extent such disclosure is reasonably necessary in the following instances:

(a) during the Term and subject to **Article 5**, when filing or prosecuting Patents Covering Juno Arising IP and JW Arising IP, Joint Inventions or Products, in each case pursuant to activities under this Agreement;

(b) during the Term, when making regulatory filings for Products;

(c) when prosecuting or defending litigation;

(d) when complying with Applicable Law (including the requirements of the U.S. Securities and Exchange Commission, the Hong Kong Stock Exchange and any other securities exchange on which securities of such Party are listed and in accordance with **Sections 3.4(a), 6.4 and 6.5**) or otherwise required by judicial or administrative process, *provided* that in each such event, as promptly as reasonably practicable and to the extent not prohibited by Applicable Law or judicial or administrative process, such Party will notify the other Party of such required disclosure. Confidential Information that is disclosed in order to comply with Applicable Law or by judicial or administrative process pursuant to this **Section 6.3**, in each case, will remain otherwise subject to the confidentiality and non-use provisions of this **Article 6** with respect to the Party disclosing such Confidential Information, and such Party will take all steps reasonably necessary, including seeking of confidential treatment;

(e) when disclosing to a receiving Party's Affiliates, potential *bona fide* or actual collaborators, partners, and licensees (including potential marketing and promotion contractors, manufacturers or distributors) for Products, potential *bona fide* or actual investment bankers, acquirers, lenders or investors, receiving Party's employees, consultants, and agents, solely for the purpose of evaluating or carrying out an actual or potential investment, acquisition, (sub)license, debt transaction or collaboration; *provided* that, in each such case, (i) prior to disclosure, each of whom must be bound by similar obligations of confidentiality and non-use, or subject to professional ethical obligations of confidentiality at least as stringent as those set forth

in this **Article 6**; and (ii) the scope of any such disclosure is limited to the minimum extent practicable for the particular context in which it is being disclosed. The receiving Party will remain responsible for any failure by its Affiliates, potential *bona fide* or actual collaborators, partners, and licensees (including potential marketing and promotion contractors, manufacturers or distributors) for Products, potential *bona fide* or actual investment bankers, acquirers, lenders or investors, receiving Party's employees, consultants, and agents, in each case, to treat such Confidential Information as required under **Section 6.1** (as if such persons were Parties directly bound to the requirements of **Section 6.1**; and

(f) If and whenever any Confidential Information is disclosed in accordance with this **Section 6.3** or **Section 6.5**, such disclosure alone will not cause any such information to cease to be Confidential Information except to the extent that such disclosure results in a public disclosure of such information (other than by breach of this Agreement).

6.4 Publicity. The Parties shall consult with each other reasonably and in good faith with respect to the text and timing of any press release or other public announcement relating to the transactions contemplated hereunder prior to the issuance thereof, except that either Party may issue such press releases or announcements as it determines, based on advice of counsel, are reasonably necessary to comply with Applicable Law (including the requirements of the U.S. Securities and Exchange Commission, the Hong Kong Stock Exchange and any other securities exchange on which securities of such Party are listed), subject to **Section 6.5**.

6.5 Securities Filings. If a Party is required by Applicable Law to make a securities filing relating to the execution or performance of this Agreement with the appropriate Governmental Authorities (including the U.S. Securities and Exchange Commission, the Hong Kong Stock Exchange and any other securities exchange on which securities of such Party are listed), then the Party under such requirement shall prepare a draft of such securities filing for review and comment by the other Party (to the extent such filing involves public disclosure of this Agreement). If such securities filing includes the disclosure of this Agreement or its terms to the public, the Party under such disclosure obligation shall include a proposed redacted version of this Agreement as part of such draft. Such draft securities filing will, where practicable, be provided to the other Party reasonably in advance of the deadline for such securities filing, and the other Party agrees to promptly (and in any event, no less than seven (7) days (or such shorter time to meet any filing deadline where it was not practical to provide the other Party with seven (7) days' notice) after receipt of such proposed redactions) give its input in a reasonable manner in order to allow the Party seeking disclosure to file its request (incorporating the reviewing Party's reasonable input to the extent consistent with the relevant guidance of the applicable Governmental Authority or securities exchange) within the timelines prescribed by the regulations of applicable Governmental Authorities or securities exchange. The Party seeking such disclosure shall use commercially reasonable efforts to obtain confidential treatment of this Agreement from the applicable Governmental Authority or securities exchange as represented by the redacted version reviewed by the other Party and incorporating such Party's reasonable input as described above.

6.6 Publications. Both Parties understand and agree that a reasonable commercial strategy may require delay of filing of patent applications. Subject to **Section 6.4** (with respect to announcements reasonably necessary to comply with Applicable Law) and **Section 6.5** (with respect to securities filings), each Party shall permit the other Party to review any proposed

disclosure that contains Confidential Information of the other Party and that would or may constitute an oral, written or electronic public disclosure if made (including the full content of proposed abstracts, manuscripts or presentations) relating to Products, at least sixty (60) days prior to its intended submission for publication and agrees, upon request, not to submit any such abstract or manuscript for publication until the other Party is given an additional ninety (90) day period to secure patent protection for any material in such publication which it believes to be patentable. The Parties will review such requests and recommend subsequent action. Notwithstanding any provision to the contrary herein, the publishing Party shall delete any Confidential Information of the other Party that the other Party reasonably identifies for deletion in such Party's written comments. Nothing contained in this **Section 6.6** will prohibit the inclusion of Confidential Information of the non-filing Party necessary for a patent application as set forth in **Section 6.3(a)**, *provided* the non-filing Party is given a reasonable opportunity to review the extent and necessity for its Confidential Information to be included prior to submission of such patent application related to this Agreement.

7. TERM AND TERMINATION

7.1 Term. Other than the representations and warranties or covenants made as of the Execution Date in **Articles 8 and 10**, each of which shall become effective and are made as of the Execution Date, this Agreement will become effective only on the date (such date, the "**Effective Date**") when to the extent still required, JW obtains the requisite approval from Independent Shareholders of JW in respect of the transactions contemplated hereunder pursuant to the Hong Kong Listing Rules and will continue unless earlier terminated in accordance with **Section 7.2** or by mutual written agreement of the Parties (the "**Term**").

7.2 Termination Provisions.

(a) **Uncured Material Breach.** If either Party believes that the other is in material breach of this Agreement (including any material breach of a representation or warranty made in this Agreement), then the non-breaching Party may deliver notice of such breach to the other Party. The allegedly breaching Party shall have [REDACTED] to cure such breach; *provided, however*, if the allegedly breaching Party disputes in good faith the existence of a material breach, the [REDACTED] cure period will be tolled until such time as the dispute is resolved by the Parties pursuant to **Section 10.1(a)**. If the Party receiving notice of breach fails to cure such breach within the [REDACTED] period (as may be tolled by the foregoing sentence), then the Party originally delivering the notice may terminate this Agreement in its entirety.

(b) **Mutual Agreement.** This Agreement may be terminated by the mutual written agreement of the Parties.

(c) **Termination for Insolvency.** In the event that either Party (i) files for protection under bankruptcy or insolvency laws, (ii) makes an assignment for the benefit of creditors, (iii) appoints or suffers appointment of a receiver or trustee over substantially all of its property that is not discharged within [REDACTED] after such filing, (iv) proposes a written agreement of composition or extension of its debts, (v) proposes or is a party to any dissolution or liquidation, (vi) files a petition under any bankruptcy or insolvency act or has any such petition filed against that is not discharged within [REDACTED] of the filing thereof, or (vii) admits in

writing its inability generally to meet its obligations as they fall due in the general course, then the other Party may terminate this Agreement in its entirety effective immediately upon written notice to such Party.

(d) **Rights in Bankruptcy.** All rights and licenses granted under or pursuant to this Agreement by Juno or JW are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction, licenses of right to “intellectual property” as defined under Section 101 of the U.S. Bankruptcy Code. The Parties agree that Juno, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction. The Parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against a Party (the “**Bankrupt Party**”) under the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction, the other Party hereto (the “**Non-Bankrupt Party**”) shall be entitled to, to the extent permitted by the Applicable Laws, a complete duplicate of (or complete access to, as appropriate) any intellectual property owned or Controlled by the Bankrupt Party in relation to the performance of this Agreement and all embodiments of such intellectual property, which, if not already in the Non-Bankrupt Party’s possession, shall be promptly delivered to it (i) upon any such commencement of a bankruptcy proceeding upon the Non-Bankrupt Party’s written request therefor, unless the Bankrupt Party elects to continue to perform all of its obligations under this Agreement, or (ii) if not delivered under clause (i) above, following the rejection of this Agreement by or on behalf of the Bankrupt Party upon written request therefor by the Non-Bankrupt Party. The Parties acknowledge and agree that payments made under **Article 3** shall (A) constitute royalties within the meaning of Section 365(n) of the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction or (B) relate to licenses of intellectual property hereunder. The Bankrupt Party (in any capacity, including as debtor-in-possession) and its successors and assigns (including any trustee) agrees not to interfere with the exercise by the Non-Bankrupt Party of its rights and licenses to such intellectual property and such embodiments of intellectual property in accordance with this Agreement, and agrees to assist the Non-Bankrupt Party in obtaining such intellectual property and such embodiments of intellectual property in the possession or control of Third Parties as reasonably necessary or desirable for the Non-Bankrupt Party to exercise such rights and licenses in accordance with this Agreement. The foregoing provisions are without prejudice to any rights the Non-Bankrupt Party may have arising under the U.S. Bankruptcy Code or other Applicable Laws.

(e) **Termination for Convenience.** Juno may terminate this Agreement upon thirty (30) days’ written notice to JW (a) if the Independent Shareholders of JW have not approved, or have rejected, this Agreement in accordance with the Hong Kong Listing Rules and Applicable Law by September 30, 2025, to the extent such approval by the Independent Shareholders of JW is still required or (b) anytime following the Effective Date.

(f) **Termination for Compliance.** In the event that (i) either Party or any of its Affiliates is designated as a Restricted Person by any Governmental Authority or later becomes an Affiliate of a Restricted Party, or (ii) any new Applicable Law is promulgated after the Effective Date (including any rules, guidelines or other requirements of any Governmental Authority which are enacted after the Effective Date under any law promulgated prior to the Effective Date), which designation or new Applicable Law renders the continued exercise of rights and/or carrying out of

a Party's obligations under this Agreement illegal (the "**Affected Party**"), in each case as reasonably determined by the Affected Party, the Affected Party shall have the right to suspend the exercise of its rights or performance of its obligations under this Agreement and shall immediately notify the other Party in writing of the suspension, and the Parties shall promptly meet to discuss possible changes to this Agreement so that the Affected Party is in compliance with the Applicable Law. In the event the Parties failed to reach agreement on such changes to this Agreement within [REDACTED] after the notification by the Affected Party, this Agreement shall automatically terminate.

7.3 Survival; Effect of Expiration or Termination.

(a) In the event of expiration or termination of this Agreement, the following provisions of this Agreement will survive: **Articles 1** (Definitions), **3** (Financial Terms) (solely with respect to payments accrued or triggered, but not paid as of the effective date of termination), **5** (Ownership of Know-How and Patents; Patent Maintenance), **6** (Confidentiality), **9** (Indemnification and Limitation of Liability) and **10** (Miscellaneous), and **Sections 2.2** (Sublicensing), **8.4** (Compliance with Applicable Law), **8.10** (Best Efforts) and this **Section 7.3** (Survival; Effect of Expiration or Termination).

(b) Upon expiration or termination of this Agreement, except as set forth in this **Section 7.3** (including the provisions of this Agreement that survive expiration or termination as set forth in **Section 7.3(a)**), (i) the rights, licenses and obligations of the Parties hereunder will terminate, and Juno shall cease as quickly as reasonably practicable, and shall cause (if applicable) its Affiliates, sublicensees, contractors to cease as quickly as reasonably practicable, exercising the License granted under **Section 2.1** of this Agreement; and (ii) within [REDACTED] after expiration or termination of this Agreement, each Party shall return to the other Party (or destroy and provide certification of destruction) all Confidential Information of the other, except to the extent that such Party needs to retain such Confidential Information to perform its obligations or exercise its rights hereunder that survive expiration or termination. Notwithstanding the foregoing, (A) each Party may keep one copy of Confidential Information of the other Party in its confidential files for record or compliance purposes, and (B) each Party shall be permitted to retain Confidential Information of the other Party included in any computer records or files containing such Confidential Information that have been created solely by such Party's automatic archiving and back-up procedures, to the extent created and retained in a manner consistent with such Party's standard archiving and back-up procedures.

(c) In any event, expiration or termination of this Agreement will not: (i) relieve the Parties of any liability which accrued or was triggered hereunder prior to the effective date of such expiration or termination; (ii) preclude either Party from pursuing all rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement; or (iii) prejudice either Party's right to obtain performance of any obligation accrued hereunder prior to the effective date of such expiration or termination or that survive expiration or termination.

8. REPRESENTATIONS AND WARRANTIES; COVENANTS

8.1 Mutual Authority. Juno and JW each represents and warrants to the other Party as of the Execution Date and as of the Effective Date that:

(a) it is duly organized and validly existing under the laws of its jurisdiction of incorporation or formation, and has full corporate or other organizational power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the person or persons executing this Agreement on its behalf has been duly authorized to do so by all requisite corporate or other organizational action; and

(c) this Agreement is legally binding upon it, enforceable in accordance with its terms, and does not conflict in a material respect with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

8.2 Representations and Warranties by JW. JW represents and warrants to Juno as of the Execution Date and as of the Effective Date that, except as otherwise set forth on **Exhibit 8.2**:

(a) JW has the full right, power and authority to grant the licenses granted under **Section 2.1** hereof. As of the Execution Date, [REDACTED].

(b) To the Knowledge of JW, the use of the JW Licensed Patents and JW Licensed Know-How in connection with the Exploitation of the Products by JW, its Affiliates or sublicensees in compliance with the terms and conditions of this Agreement does not or will not infringe any intellectual property rights Controlled by a Third Party. JW has all required rights and permissions from Third Parties needed to grant the rights and permissions to the JW Licensed Know-How, the JW Licensed Patents and the JW sLVV Manufacturing Process which it has granted to Juno under this Agreement and to use and authorize the use of its related Confidential Information by Juno.

(c) Except for the [REDACTED] there are no In-License Agreements existing as of the Execution Date or the Effective Date, as applicable, that are necessary or useful to be sublicensed to Juno to use JW Licensed Patents and JW Licensed Know-How in connection with the Exploitation of Products in the Territory in the Field.

(d) JW has provided to Juno true and complete copies of all portions of all In-License Agreements (including exhibits, annexes and schedules), if any, that are related to the rights granted by JW to Juno prior to the Effective Date; and no terms within such In-License Agreements that have been redacted from the copies of the In-License Agreements provided by JW to Juno contain any obligations (payment or otherwise) or restrictions applicable to Juno or for which Juno would have to comply with as a sublicensee of JW. JW has the full right, power and authority to grant all such necessary sublicenses to Juno pursuant to the terms of the In-License Agreements, if any.

(e) If applicable, all In-License Agreements are valid, binding, in full force and effect and have not been materially breached in a manner that would give rise to the right for any licensor thereunder to terminate such In-License Agreements and there are no restrictions under

the In-License Agreements on JW's rights to Exploit the Licensed Patents in the Territory in the Field as contemplated in this Agreement.

(f) To the Knowledge of JW, neither JW nor its Affiliates has received any written notice, (i) from any Third Party claiming that the practice in the Field in the Territory of the JW Licensed Patents and the JW Licensed Know-How to Exploit the Products infringes or misappropriates any Patent or other intellectual property rights of any Third Party, or (ii) involving any claim or proceeding or any investigation by any Governmental Authority that is reasonably likely to have an impact on JW's ability to perform its obligations under this Agreement.

(g) The plasmids used in the JW sLVV Manufacturing Process are the plasmids
[REDACTED].

(h) None of JW or any of its Affiliates has been subject to any pending, and to the Knowledge of JW threatened, investigations, inspections, inquiries, warnings or penalties or data privacy complaints from Governmental Authorities, customers and end users relating to Personal Data.

8.3 No Debarment. Each Party represents and warrants as of the Execution Date and the Effective Date to the other Party that such Party, and the employees, officers, independent contractors, consultants, or agents of such Party who will render services relating to the Products hereunder: (a) have not been debarred, or are not subject to debarment or convicted of a crime for which an entity or person could be debarred under 21 U.S.C. Section 335a (or its equivalent under Applicable Law); and (b) have never been under indictment for a crime for which a person or entity could be debarred under said Section 335a (or its equivalent under Applicable Law). If during the Term, each Party becomes aware that it or any of its employees, officers, independent contractors, consultants, or agents rendering services relating to the Products hereunder: (i) is or will be debarred or convicted of a crime under 21 U.S.C. Section 335a (or its equivalent under Applicable Law); or (ii) is or will be under indictment under said Section 335a (or its equivalent under Applicable Law), then such Party shall (i) promptly remove such Person from performing any activities, function or capacity related to any such activities and (ii) provide written notice of this to the other Party within five (5) Business Days of its becoming aware of this fact.

8.4 Compliance with Applicable Law. Each Party shall exercise its rights and carry out all of its obligations under this Agreement in compliance with all Applicable Laws and the compliance standards set forth on **Exhibit 8.4**.

8.5 Additional Covenants.

(a) Each Party hereby covenants to the other Party that following the Execution Date and prior to the earlier of the Effective Date or termination of this Agreement in accordance with **Section 7.2**, it shall not, and shall cause its Affiliates and applicable sublicensees not to, enter into any agreement, whether written or oral, with respect to, or otherwise assign, transfer, (sub)license, convey or otherwise encumber (including by granting any covenant not to sue with respect to) the [REDACTED] in a manner which would conflict with this Agreement and will not take any actions, or fail to take actions, that will delay or prevent the occurrence of the Effective Date.

(b) Each Party covenants to the other Party that following the Execution Date, such Party will not enter into any agreement that conflicts with this Agreement and will not take any actions, or fail to take actions, that will delay or prevent the occurrence of the Effective Date.

8.6 Warranty Disclaimer. EXCEPT AS PROVIDED IN SECTIONS 8.1, 8.2 AND 8.3, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES WITH RESPECT TO ANY KNOW-HOW OR PATENT RIGHTS LICENSED TO THE OTHER PARTY BY SUCH PARTY PURSUANT TO THE TERMS OF THIS AGREEMENT.

8.7 Performance by Affiliates. The Parties recognize that each Party may perform some or all of its obligations under this Agreement through Affiliates on the condition that each Party shall remain responsible and guarantee performance by its Affiliates and shall cause its Affiliates to comply with the provisions of this Agreement in connection with such performance. In particular, if any Affiliate of a Party participates under this Agreement with respect to the Products: (a) the restrictions of this Agreement which apply to the activities of a Party with respect to the Products shall apply equally to the activities of such Affiliate; and (b) the Party affiliated with such Affiliate hereby guarantees that any Patents, Know-How or intellectual property developed by such Affiliate will be governed by the provisions of this Agreement (and subject to the licenses set forth in **Article 2**) as if such Patents, Know-How or intellectual property had been developed by such Party.

8.8 Data Privacy. Each Party shall (a) comply with all Data Protection Laws with respect to the collection, use, transfer, storage, destruction, aggregation or other use of Personal Data (as defined in the applicable Data Protection Laws, collectively, “**Personal Data**”) in connection with its activities under or in connection with this Agreement, including the Development, Manufacture and Commercialization of the Product hereunder, (b) implement appropriate and reasonable security processes and controls in connection with its activities under or in connection with this Agreement so as to protect the security and privacy of Personal Data in accordance with Data Protection Laws, and (c) take such steps as necessary to comply with Data Protection Laws, including entering into relevant supplemental documentation as may be required under applicable Data Protection Laws, to permit such Party to disclose, transfer, use or process Personal Data to the other Party and to permit the other Party to use, process and disclose such Personal Data in accordance with this Agreement. As used herein, “**Data Protection Laws**” means any applicable law, rule, regulation, ordinance, directive, interpretation, judgment, or decision of any governmental authority in relation to data protection, privacy, restrictions on, or requirements in respect of, the processing of Personal Data of any kind, including the U.S. Health Insurance Portability and Accountability Act of 1996 (as amended by the U.S. Health Information Technology for Economic and Clinical Health Act) (“**HIPAA**”), the General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”), and the Personal Information Protection Law of the PRC (“**PIPL**”) and any equivalent Applicable Laws in any other jurisdiction, as any of the foregoing may be amended from time to time.

8.9 Registration of Agreement in China. In accordance with Applicable Law of the PRC, including the Regulations on the Measures for the Administration of the Registration of

Technology Import and Export Contracts (《技术进出口合同登记管理办法》), JW agrees to submit the following items to the relevant PRC registration authority within sixty (60) days following the Effective Date: (a) a written application to register this Agreement; (b) a duplicate copy of this Agreement duly signed by the authorized representatives of the Parties (which copy shall be appropriately redacted as agreed to by the Parties); and (c) copies of the business license and other supporting documents that may be requested by the relevant PRC registration authority. JW will keep Juno apprised as to the status of the registration, and will promptly obtain from the PRC registration authority the “Technology Export Contract Registration Certificate” with respect to this Agreement following issuance thereof and promptly deliver a copy of same to Juno.

8.10 Best Efforts. Following the Execution Date, JW will use best efforts to submit the circular relating to the transactions contemplated by this Agreement to the Hong Kong Stock Exchange within [REDACTED] of the Execution Date, to seek approval by the Independent Shareholders of JW, to make all other filings with and provide notices to Governmental Authorities as necessitated by the transactions contemplated by this Agreement, to obtain all approvals and consents and take, and to cause its Affiliates to take, such other actions as are required in order to consummate the transactions contemplated by this Agreement, each in compliance with the Hong Kong Listing Rules and Applicable Law.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 Indemnification by JW. JW shall indemnify, defend and hold harmless Juno, its Affiliates, and their respective directors, officers, employees, and agents (collectively, “**Juno Indemnitees**”) from and against any and all Third Party suits, claims, actions, demands, liabilities, damages, expenses, or losses, including reasonable and documented expenses and reasonable and documented out-of-pocket attorneys’ fees, (collectively, “**Losses**”) to the extent such Losses arise or result from the negligence, gross negligence or willful misconduct under, or breach of, this Agreement (including of any representation or warranty) by any JW Indemnitee, except to the extent such Losses arise or result from the negligence, gross negligence or willful misconduct under, or breach of, this Agreement by any Juno Indemnitee.

9.2 Indemnification by Juno. Juno shall indemnify, defend and hold harmless JW, its Affiliates, and their respective directors, officers, employees, and agents (collectively, “**JW Indemnitees**”) from and against any and all Losses to the extent such Losses arise or result from (a) the Development, Manufacture, or Commercialization of the Products by Juno or its Affiliates, agents or (sub)licensees (other than by JW or its Affiliates, or their respective contractors, agents or sublicensees); or (b) the negligence, gross negligence or willful misconduct under, or breach of, this Agreement (including of any representation or warranty) by any Juno Indemnitee, except to the extent such Losses arise or result from the negligence, gross negligence or willful misconduct under, or breach of, this Agreement by any JW Indemnitee.

9.3 Procedures for Indemnification. As used herein, “**Indemnitee**” will mean a Party entitled to rights under the terms of **Sections 9.1 or 9.2**. In the event that an Indemnitee is seeking indemnification, holding harmless or defense under such **Sections 9.1 or 9.2**, such Indemnitee shall:

(a) inform the indemnifying Party under such applicable **Section 9.1** or **Section 9.2** of a Loss as soon as reasonably practicable after it receives written notice of the suit or claim giving rise to the Loss (*provided, however*, any delay or failure to provide such notice will not constitute a waiver or release of, or otherwise limit, the Indemnitee's rights to indemnification under **Section 9.1** or **Section 9.2**, as applicable, except to the extent that such delay or failure materially prejudices the indemnifying Party's ability to defend against the relevant claims);

(b) if the indemnifying Party acknowledges that such Loss falls within the scope of its obligations hereunder, permit the indemnifying Party to assume direction and control of the defense, litigation, settlement, appeal, or other disposition of the Loss (including the right to settle the claim solely for monetary consideration); on the condition that the indemnifying Party will seek the prior written consent (such consent not to be unreasonably withheld, delayed, or conditioned) of any such Indemnitee as to any settlement which would: (i) diminish or adversely affect the scope, exclusivity or duration of any Patents licensed under this Agreement; (ii) require any payment by such Indemnitee; (iii) require an admission of legal wrongdoing, or involve any criminal claims, in any way on the part of an Indemnitee; (iv) effect an amendment of this Agreement; (v) reasonably be expected to have an adverse impact on the Indemnitee's reputation or result in operational restrictions; or (vi) arise from claims brought by or on behalf of any Governmental Authority (including any Tax authority); and

(c) reasonably cooperate (including providing access to and copies of pertinent records and making available for testimony relevant individuals subject to its control) as reasonably requested by, and at the expense of, the indemnifying Party in the defense of the Loss.

The indemnifying Party shall supply attorneys reasonably acceptable to the Indemnitee to defend against any such Loss. Subject to the foregoing, an Indemnitee may participate in any proceedings involving such Loss using attorneys of the Indemnitee's choice and at the Indemnitee's expense. In no event may an Indemnitee settle or compromise any Loss for which the Indemnitee intends to seek indemnification from the indemnifying Party hereunder without the prior written consent of the indemnifying Party (such consent not to be unreasonably withheld, delayed, or conditioned), or the indemnification under such **Section 9.1** or **Section 9.2** as to such Loss will be null and void.

9.4 Limitation of Liability. EXCEPT FOR A PARTY'S OBLIGATIONS UNDER **SECTIONS 9.1** AND **9.2**, AND EXCEPT FOR BREACH OF **ARTICLE 6**, IN NO EVENT WILL EITHER PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUE, WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING OUT OF THIS AGREEMENT, UNLESS SUCH DAMAGES ARE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LIABLE PARTY.

10. MISCELLANEOUS

10.1 Dispute Resolution.

(a) In the event of any dispute, controversy or claim arising out of, relating to or in connection with this Agreement (each, a “**Disputed Matter**”), the Parties shall try to settle the Disputed Matter using informal dispute resolution by referring the Disputed Matter to the Party’s respective Executive Officers. Either Party may initiate such informal dispute resolution by sending written notice of the dispute to the other Party, and, within twenty (20) days after such notice, such Executive Officers shall meet for attempted resolution by good faith negotiations. If such Executive Officers are unable to resolve such Disputed Matter within thirty (30) days after their first meeting for such negotiations, the Parties shall resolve their dispute using binding arbitration under **Section 10.1(b)**. Notwithstanding anything to the contrary in this Agreement, any dispute, controversy or claim arising from or directly relating to any vials of Vector transferred under **Section 3.2** shall be governed by, and subject to, the dispute resolution provisions of Section 15.7 of the Vector Supply Agreement.

(b) If the Parties are unable to resolve a Disputed Matter using the process described in **Section 10.1(a)**, then the Party seeking further resolution of the Disputed Matter shall submit the Disputed Matter to the Singapore International Arbitration Center (“**SIAC**”) for final resolution by binding arbitration administered by the SIAC under the then-current Arbitration Rules of the Singapore International Arbitration Center (“**SIAC Rules**”) in accordance with this **Section 10.1(b)** by submitting a written notice of such request to the other Party. Any disputes concerning the propriety of commencing the arbitration or the scope or applicability of this agreement to arbitrate shall also be finally settled by the arbitrators.

(i) In any proceeding under this **Section 10.1(b)**, there shall be a panel of three (two arbitrators to be agreed to by the Parties, with each Party nominating one arbitrator in accordance with the SIAC Rules, and with the two arbitrators so nominated nominating a third arbitrator to serve as chair of the arbitration tribunal, with such nomination of the third arbitrator to be made within twenty (20) days after the selection of the first two arbitrators. If any of the three arbitrators are not nominated within the time prescribed above, then the SIAC shall appoint the arbitrator(s). The arbitrator(s) shall be neutral and independent of both Parties and all of their respective Affiliates, shall have significant experience and expertise in licensing and partnering agreements in the pharmaceutical and biotechnology industries, shall have appropriate experience with respect to the matter(s) to be arbitrated, and shall have some experience in mediating or arbitrating issues relating to such agreements. In the case of any dispute involving an alleged failure to use Commercially Reasonable Efforts, the arbitrator(s) shall in addition be an individual with experience and expertise in the worldwide development and commercialization of pharmaceuticals and the business, legal and scientific considerations related thereto. An arbitrator shall be deemed to meet these qualifications unless a party objects within ten (10) days after the arbitrator is nominated. The governing law in **Section 10.2** shall govern such proceedings. No individual will be appointed to arbitrate a dispute pursuant to this Agreement unless he or she agrees in writing to be bound by the provisions of this **Section 10.1(b)**. Unless otherwise agreed to by the Parties, the seat, or legal place of arbitration will be Singapore, unless otherwise agreed to by the Parties, and the arbitration shall be conducted in English.

(ii) The arbitrator(s) shall set a date for a hearing that shall be held with a reasonable period of time following the appointment of the last arbitrator. The Parties shall have the right to be represented by counsel. Except as provided herein, the arbitration shall be conducted under the SIAC Rules applicable at the time of the notice of arbitration pursuant to **Section 10.1(b)**, including the right of each Party to undertake document requests and up to five (5) depositions.

(iii) The arbitrator(s) shall use their best efforts to render a reasoned award within thirty (30) days after completion of the hearing described in **Section 10.1(b)(ii)**. The award shall be binding and conclusive upon the Parties. Nothing contained herein shall be construed to permit the arbitrator(s) to award punitive, exemplary or any similar damages, and the arbitrators shall comply with the provisions of **Section 9.4**. The arbitrator(s) shall render a “reasoned decision” which shall include findings of fact and conclusions of law. Any arbitration award may be entered in and enforced by a court in accordance with **Section 10.1(b)(iv)**.

(iv) Any award to be paid by one Party to the other Party as determined by the arbitrators as set forth above under **Section 10.1(b)(iii)** shall be promptly paid in Dollars free of any tax, deduction or offset; *provided* that any costs, fees or taxes incident to enforcing the award shall, to the maximum extent permitted by Applicable Law, be charged against the Party resisting enforcement. Each Party agrees to abide by the award rendered in any arbitration conducted pursuant to this **Section 10.1(b)**, and agrees that, subject to the Federal Arbitration Act, judgment may be entered upon the final award in a court of competent jurisdiction. With respect to money damages, nothing contained herein shall be construed to permit the arbitrators or any court or any other forum to award any damages not permitted under **Section 9.4**. By entering into this agreement to arbitrate, the Parties expressly waive any claim for damages not permitted under **Section 9.4**.

(v) Each Party shall bear its own legal fees in connection with any arbitration procedure; *provided* that the Party losing the arbitration shall reimburse the winning Party for the following documented out-of-pocket costs incurred by the winning Party: (a) reasonable attorneys’ fees in support of the arbitration; (b) fees of engaging the arbitrator(s) (and any expert engaged by the arbitrators); and (c) payments to the SIAC for the conduct of the arbitration.

(vi) Unless otherwise provided elsewhere in this Agreement, no Party may institute any court proceeding concerning any Disputed Matter. Notwithstanding the foregoing or anything else to the contrary in this Agreement, a Party may initiate court proceedings in a court of competent jurisdiction (a) to challenge or enforce any arbitration award between the Parties; or (b) for claims for preliminary or interim equitable relief.

(vii) EXCEPT AS LIMITED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

(viii) The Parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another Party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. If any Confidential Information is misused or disclosed, the arbitral tribunal shall, within thirty (30) calendar days after its receipt of such application, issue an order in any form that the tribunal deems proper, including but not limited to an interlocutory award, a partial award or a procedural order, ordering the applicable Party to immediately cease the improper use of Confidential Information. Such an order shall be binding on both Parties and enforceable before the courts of the People's Republic of China should a Party fail to comply with such order.

10.2 Governing Law. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties, resolution of all disputes, controversies, interpretations or claims arising out of, relating to or in connection with this Agreement or the performance, enforcement, breach or termination of this Agreement and any remedies relating thereto, will be governed by and construed under the substantive laws of the State of New York, U.S., exclusive of its conflicts of laws principles. The Parties expressly reject any application to this Agreement of (a) the United Nations Convention on Contracts for the International Sale of Goods; and (b) the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by that certain Protocol, done at Vienna on April 11, 1980.

10.3 Entire Agreement. This Agreement, together with the Exhibits attached hereto, the Vector Supply Agreement, the MTA, the Side Letter and the other agreements referenced hereunder, collectively set forth the complete, final and exclusive agreement and all the covenants, promises, agreements, warranties, representations, conditions and understandings between the Parties hereto, and supersede and terminate all prior agreements and understandings between the Parties, in each case, with respect to the subject matter hereof. There are no covenants, promises, agreements, warranties, representations, conditions or understandings, either oral or written, between the Parties other than as are set forth herein and therein, in each case, with respect to the subject matter hereof.

10.4 Force Majeure. Each Party will be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by Force Majeure and the nonperforming Party promptly provides written notice to the other Party of the nature of the Force Majeure event, its anticipated duration and any action being taken to avoid or minimize its effect. Such excuse will be continued so long as the condition constituting Force Majeure continues and the nonperforming Party takes reasonable efforts to remedy its inability to perform. For purposes of this Agreement, "**Force Majeure**" will mean conditions beyond the control of the Parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, civil commotion, labor strike or lock-out, epidemic, pandemic (or government responses thereto), failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe.

10.5 Notices. Any notices given under this Agreement shall be in writing, addressed to the Parties at the following addresses, and delivered by person, by email (with confirmation by an email sent to the sender or by a notice delivered by another method in accordance with this **Section 10.5**, except that automated replies and “read receipts” shall not be considered confirmation of receipt), or by FedEx or other reputable courier service. Any such notice will be deemed to have been given: (a) as of the day of personal delivery; (b) one (1) Business Day after the date sent by confirmed email; or (c) on the day of successful delivery to the other Party confirmed by the courier service. Unless otherwise specified in writing, the mailing addresses of the Parties will be as described below.

For Juno: Juno Therapeutics, Inc.
Route 206 and Province Line Road
Princeton, NJ 08543-4000 USA
Attention: [REDACTED]
Email: [REDACTED]

with a copy to (which will not constitute notice):

Juno Therapeutics, Inc.
Route 206 and Province Line Road
Princeton, NJ 08543-4000 USA
Attention: [REDACTED]
[REDACTED]
Email: [REDACTED]

For JW: JW Therapeutics (Shanghai) Co., Ltd.
5B, Wison Tower
666 Haike Road
Shanghai, China
Attention: [REDACTED]
Email: [REDACTED]

with a copy to (which will not constitute notice):

Fangda Partners
24/F, HKRI Centre Two, HKRI Taikoo Hui
288 Shi Men Yi Road, Shanghai 200041, PRC
Attention: [REDACTED]
Email: [REDACTED]

10.6 Maintenance of Records Required by Law or Regulation. Each Party shall keep and maintain all records required by Applicable Law with respect to the activities conducted pursuant to this Agreement and shall make copies of such records available to the other Party upon request.

10.7 Assignment.

(a) **General Rules.** Neither Party may assign or transfer this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld, delayed, or conditioned), except a Party may make such an assignment of this Agreement and its rights and obligations hereunder without the other Party's consent to (i) in whole or in part to an Affiliate (for so long as such Affiliate remains an Affiliate) or (ii) in whole to a Third Party successor in connection with the sale of all or substantially all of assets of such Party to which this Agreement relates, whether in a merger, acquisition, sale of stock, sale of assets or other transaction; on the condition that any such permitted successor or assignee of rights or obligations hereunder is obligated, by reason of operation of law or pursuant to a written agreement with the other Party, to assume performance of this Agreement or such rights or obligations; and on the further condition that, if assigned to an Affiliate, the assigning Party will remain jointly and severally responsible for the performance of this Agreement by such Affiliate. Any permitted assignment will be binding on the successors of the assigning Party. Any assignment or attempted assignment by either Party in violation of the terms of this **Section 10.7(a)** will be null and void.

(b) **Limitations on Affiliates.** Notwithstanding anything to the contrary set forth herein, if a Party (the "**Assigning Party**") assigns or transfers this Agreement to a Third Party as permitted by this Agreement (any such Third Party, a "**Transferee**"), whether by Change of Control, asset purchase, or operation of law, then the intellectual property rights that were held or developed by such Transferee as of or after such assignment or transfer (other than intellectual property (i) included under this Agreement prior to the assignment or transfer of this Agreement, (ii) developed by such Transferee in the course of conducting the Assigning Party's activities under this Agreement to the extent such intellectual property rights would have been so included had it been discovered, created, made, developed, conceived or reduced to practice by such Assigning Party or (iii) actually used by the Transferee in connection with the Exploitation of the Products in the Territory hereunder, or otherwise incorporated by the Transferee into any Products) shall not be deemed to be Patents, Know-How or other intellectual property Controlled by such Assigning Party, and shall also not be subject to any rights of or licenses granted to the other Party under this Agreement.

10.8 Further Actions. Each Party shall execute, acknowledge and deliver such further instruments, and to do all such other ministerial acts, as may be necessary or reasonably appropriate to carry out the purposes and intent of this Agreement.

10.9 Amendments; Waiver; Delays. No amendments, modifications or waivers of the terms and conditions of this Agreement will be binding upon either Party unless in writing, signed by the Parties and specifying the provision of this Agreement that is amended, modified or waived. No waiver by either Party of any breach of this Agreement by the other Party will be effective as to any other breach, whether of the same or any other term or condition and whether occurring before or after the date of such waiver. Failure or delay by either Party in exercising or enforcing any provision, right or remedy under this Agreement, or waiver of any remedy hereunder, in whole or part, shall not be deemed a waiver thereof, or prevent the subsequent exercise of that or any other rights or remedy.

10.10 Independent Contractors. Subject to the terms of this Agreement, the activities and resources of each Party will be managed by such Party, acting independently and in its individual capacity. The relationship between Juno and JW is that of independent contractors and neither Party will have the power to bind or obligate the other Party in any manner. Unless otherwise expressly stated herein, each Party shall be responsible for its own expenses relating to its performance under this Agreement and shall not incur expenses for the other Party's account unless expressly authorized by this Agreement.

10.11 Construction of this Agreement. Except where the context otherwise requires, wherever used, the use of any gender will be applicable to all genders, and the word “or” is disjunctive but not necessarily exclusive. When used in this Agreement, “including” and words of similar import means “including without limitation”. References to either Party include the successors and permitted assigns of that Party. The headings of this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. The Recitals and the Exhibits are incorporated by reference into this Agreement. Section, subsection, Schedule or Exhibit references are to this Agreement unless otherwise specified. The Parties have each consulted counsel of their choice regarding this Agreement, and, accordingly, no provisions of this Agreement will be construed against either Party on the basis that the Party drafted this Agreement or any provision thereof. If the terms of this Agreement conflict with the terms of any Exhibit, then the terms of this Agreement will govern. The official text of this Agreement and any Exhibits hereto, any notice given or accounts or statements required by this Agreement, and any dispute proceeding related to or arising hereunder, will be in English. If any dispute arises concerning the construction or meaning of this Agreement, then reference will be made to this Agreement solely as written in English and not to any translation into any other language. In the event of any inconsistency between the terms of this Agreement and the MTA, the provisions of this Agreement shall prevail.

10.12 Severability. If any of the provisions of this Agreement are held to be invalid or unenforceable, the provision will be considered severed from this Agreement and will not serve to invalidate any remaining provisions hereof. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable provision such that the objectives contemplated by the Parties when entering this Agreement will be realized.

10.13 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be an original and all of which will constitute together the same document. Counterparts may be signed and delivered by facsimile, or electronically in PDF, each of which will be binding when sent.

10.14 Third Party Beneficiaries. There are no express or implied third-party beneficiaries hereunder. The provisions of this Agreement are for the exclusive benefit of the Parties, and no other Person or entity (including any creditor of either Party) shall have any right or claim against any Party by reason of these provisions or be entitled to enforce any of these provisions against any Party.

10.15 Cumulative Remedies. Except as otherwise expressly set forth herein, no remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in

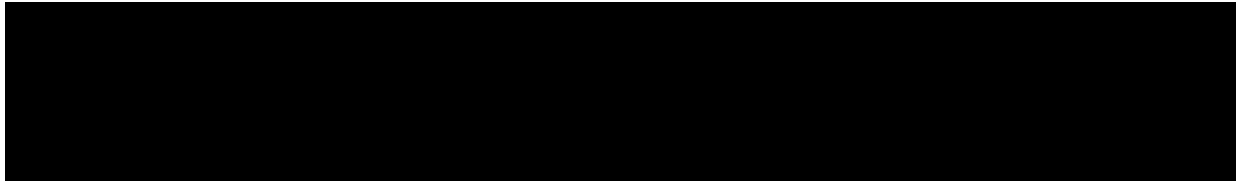
addition to any other remedy referred to in this Agreement or otherwise available under Applicable Law.

Signature page follows.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement by their respective authorized representatives as of the date below. The Parties acknowledge that the signature date is not the Effective Date.

JUNO THERAPEUTICS, INC.

JW (CAYMAN) THERAPEUTICS CO. LTD

A large black rectangular box redacting the signature area of the document.

Date: _____

Date: _____

Exhibit 1.65
JW Licensed Patents

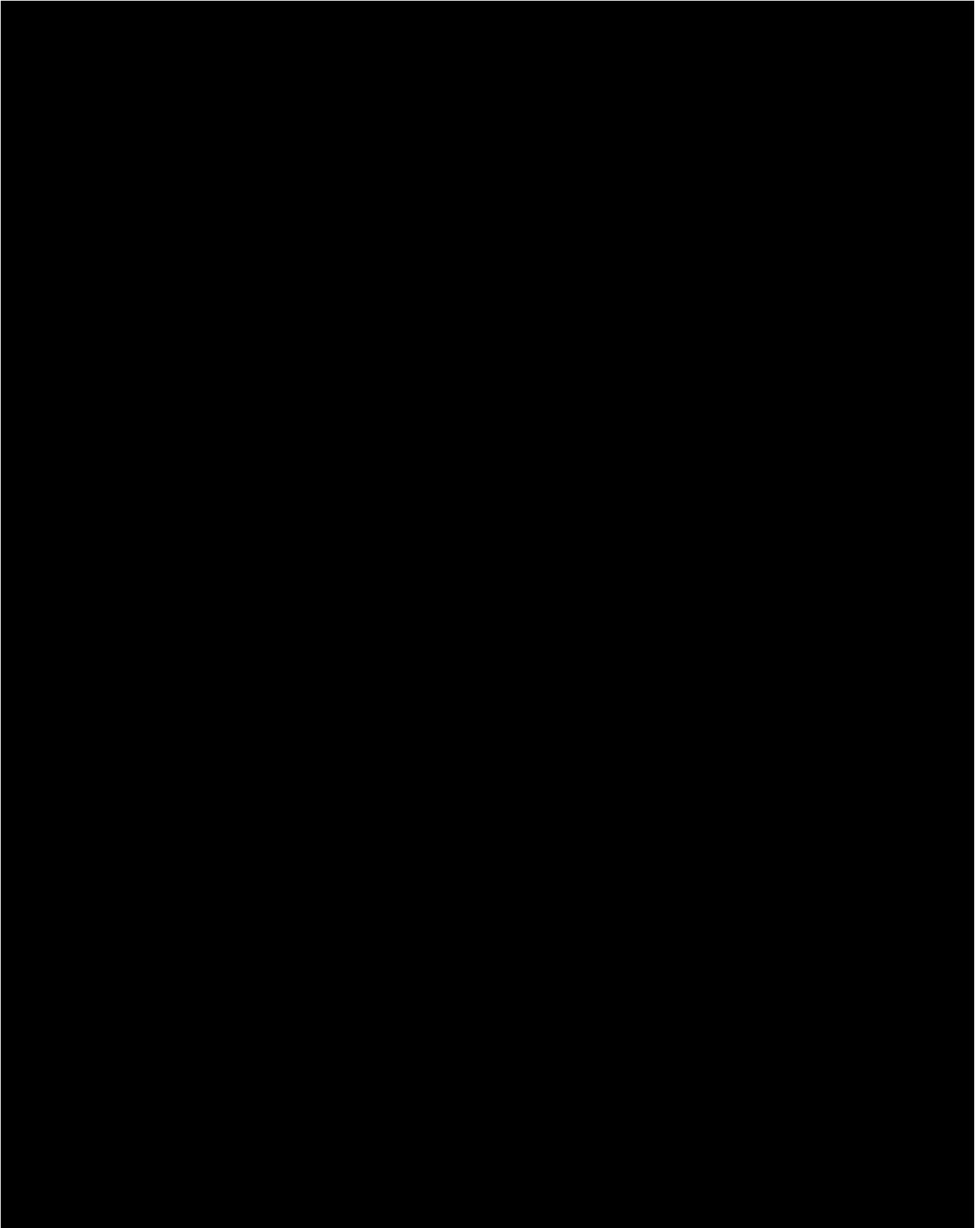
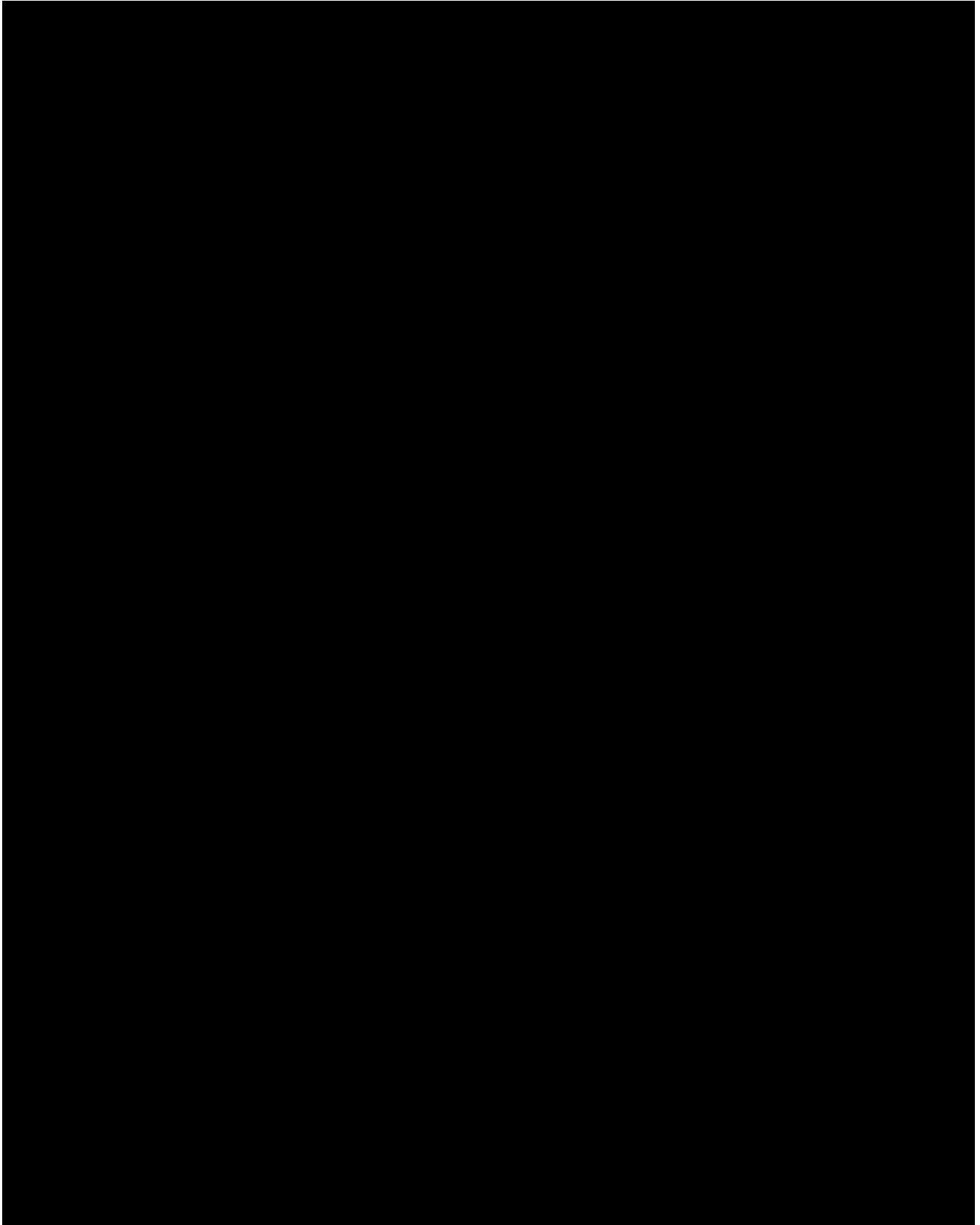


Exhibit 4.1
Transferred JW Licensed Know-How



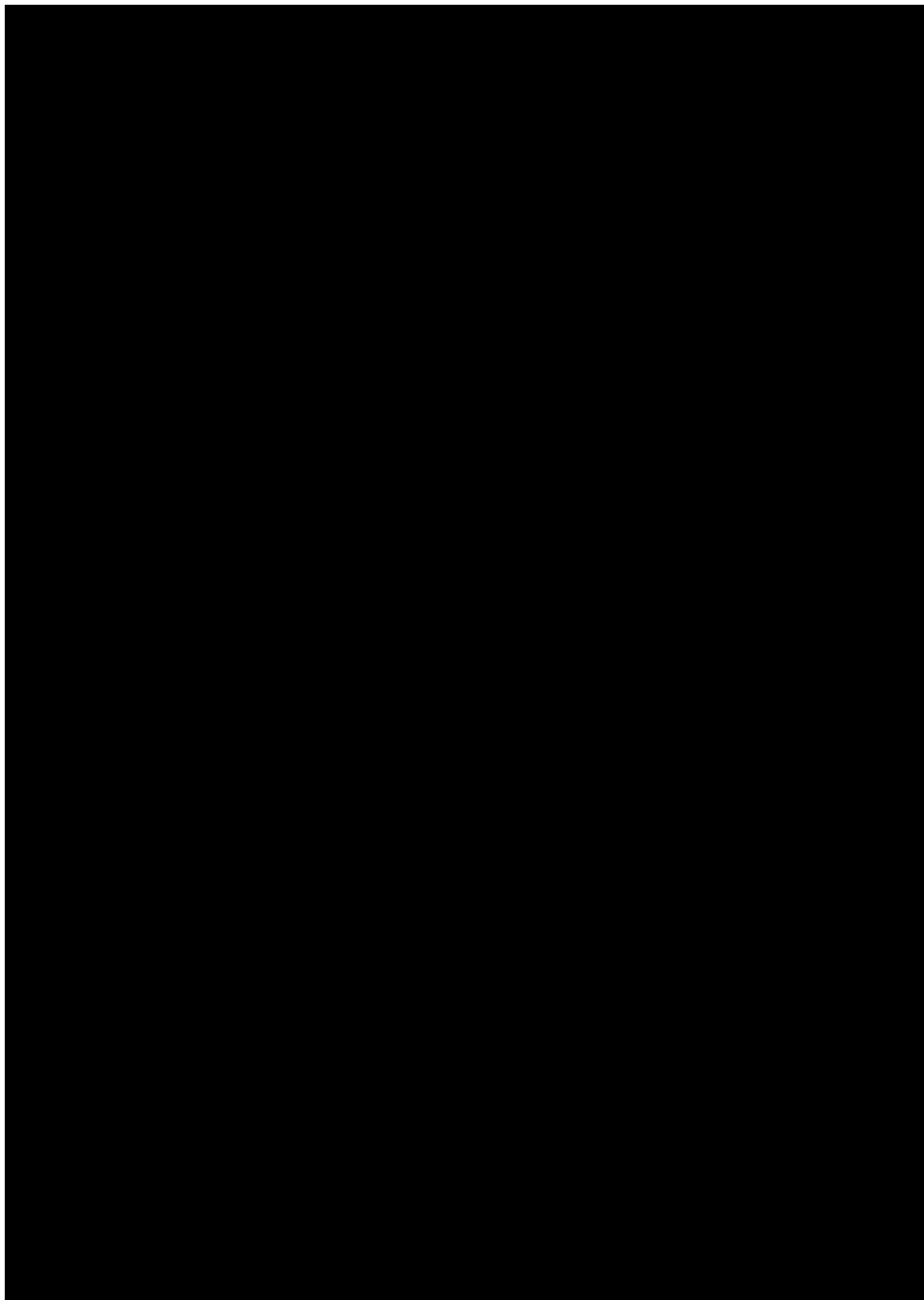


Exhibit 8.2
JW Disclosure Schedules

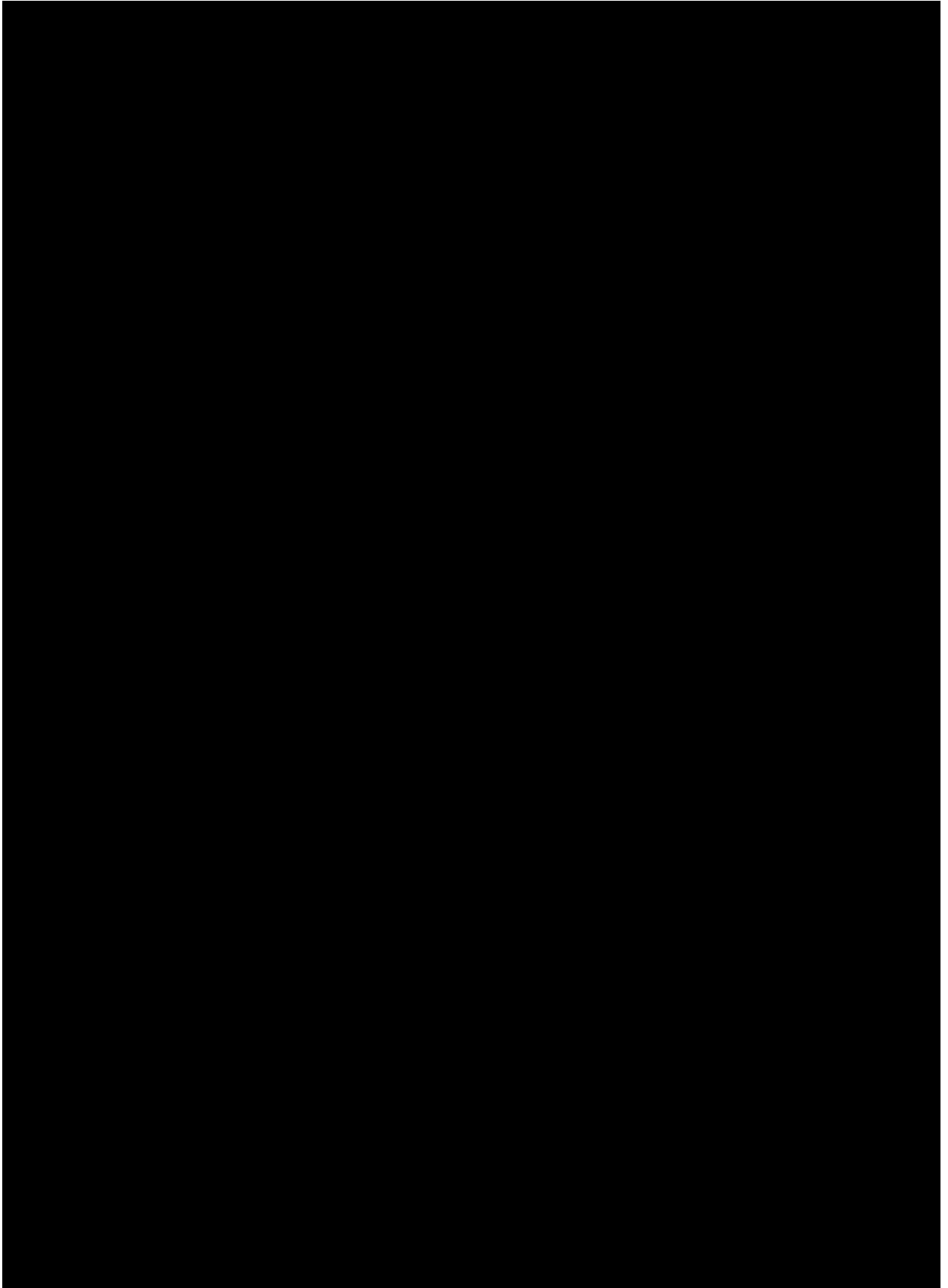


Exhibit 8.4

Compliance Standards

Each Party is committed to the highest standards of ethical conduct and compliance with laws, regulations and industry self-regulatory codes in each of the countries and regions where it does business. This **Exhibit 8.4** sets out the standards that govern the manner in which each Party is required to conduct its business either on its own and through its business partners in connection with this Agreement.

1. During the Term, each Party will ensure it develops and maintains systems, policies and procedures including but not limited to: Code of Conduct, Anti-bribery and Anti-corruption, Promotional and Non-promotional Activities, Interactions with Healthcare Professionals, Sample Management, Government Tender Activity, Promotional and Non-promotional Materials, Market Access Activities, Business Expenses, Contract Management and Reporting Potential Compliance Incidents and Investigations, and related controls that reflect the principles set forth in this **Exhibit 8.4** to enable each Party and its personnel to comply with these requirements in practice. Each Party will demonstrate its systems, policies and procedures and controls upon reasonable requests made by the other Party.
2. In the performance of this Agreement, Each Party will ensure that promotional materials and all and any of its activities promoting the use of a Product:
 - (a) are consistent with
 - i. the Applicable Laws related to the promotion and distribution of the Products in the Territory; and
 - ii. the current approved registrations and current local approved labelling or pharmaceutical information of the Product; and
 - iii. the prevailing standards, principles or practices of science and medicine including the requirements to be accurate, balanced, fair, truthful and not misleading in any aspect, objective and sufficiently complete to enable the recipient to form his or her own opinion of the therapeutic value of the Product concerned;
 - (b) support the appropriate, safe and effective use of the Product by providing accurate information about the efficacy and safety profile of the Product;
 - (c) reflect current and complete information of the Product, including but not limited to information about product safety issues, based on an up-to-date evaluation of all relevant evidence and reflect that evidence clearly; and
 - (d) are appropriate for the intended audience to whom the information is provided.
3. In the performance of this Agreement, neither Party will:
 - (a) provide any grant to any Person in support of any request for Third Party medical education and scientific programs (to the extent that such recipient is

not a university, college, academic, research, or educational institution, research center, or academic association);

- (b) make any donation (including any products) to any Third Party; and
- (c) provide any other gift to any such Person.

4. In the performance of this Agreement, each Party will ensure that:

- (a) It and each of its employees including sales and medical representatives performing under this Agreement are compliant with the requirements of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, the Criminal Law of China, the PRC Anti-Unfair Competition Law, the Provisional Regulations on Anti-Commercial Bribery, and any other applicable anti-bribery or anti-corruption laws and the requirements thereof.
- (b) It and each of its employees including sales and medical representatives performing under this Agreement will not offer, promise, make, authorize or provide (directly or indirectly) a gift, payment or anything of value to a government official or any other Person, in order to influence or reward any action or decision by such Person in their official or professional capacity, for the purpose of corruptly obtaining or retaining business or securing any improper advantage; nor engage in any act that might cause a reasonable Person to infer that Juno or JW is making improper payments to officials or other Persons.
- (c) No payments of any kind will be made to health care institutions, health care providers, health care professionals, hospitals, hospital services or departments, other than specific payments approved by each Party in accordance with its internal compliance procedures (speakers' fees and payments must be paid based on a legitimate service and in compliance with the R&D-based Pharmaceutical Association Committee (RDPAC) code requirements and will be subject to review and approval based on a thorough assessment on complete and detailed information).
- (d) Products will be sold solely based on the safety and efficacy indicated in the approved authorization, subject to the appropriate medical judgment from treating healthcare providers.
- (e) All payments, expenses or credits properly paid to or incurred on behalf of such Party must be accurately and appropriately recorded and described in accordance with acceptable accounting and recordkeeping procedures; and such payments, expenses or credits must be substantiated by supporting documents and evidence.
- (f) No gifts or pecuniary advantages in kind may be supplied, offered or promised to Persons qualified to prescribe, recommend or supply pharmaceutical products.
- (g) Hospitality may be offered to facilitate an informal presentation or business meeting/discussion related to professional and scientific purposes; such

hospitality must be in accordance with the limits set by law or local code and cannot be extended to Persons other than healthcare professionals.

- (h) Each Party warrants that before entering into this Agreement, it has disclosed to the other Party any existing relationship between such Party and any Government Official. During the Term of this Agreement, JW shall disclose to Juno whether any of JW's directors or senior executives, or any beneficial owner holding a controlling interest in JW, is a Government Official or a Close Family Member of a Government Official. JW shall notify Juno promptly if, during the Term, any Government Official or Close Family Member of a Government Official becomes a director or senior executive of JW or acquires a controlling interest in JW. Each Party will disclose forthwith to the other Party any subsequent relationship between such Party and any Government Official. For purposes of this Schedule: (a) "Government Official" means a person who is an officer, employee, or agent of (1) a national, regional, or local government and their departments and agencies, (2) a public international organization or political party, or (3) a state-controlled or state-owned business or enterprise such as a hospital, university, or pharmacy. Government Officials also include persons, or relatives of persons, who are candidates for public office or who otherwise act for or on behalf of a government entity or official. Healthcare professionals who work for non-U.S. public (meaning government funded) hospitals, universities, institutions, or organizations generally are considered Government Officials for purposes of the FCPA. In certain cases, providing a payment or anything of value to a relative of a Government Official is the equivalent of providing anything of value directly to the Government Official; and (b) "Close Family Member" means a husband, wife, civil partner, father, mother, son, daughter, grandfather, grandmother, grandson, granddaughter, uncle, aunt, nephew or niece.
- (i) Consumers' choices in purchasing a good or service are not unreasonably restricted:
 - (i) Unfair or inappropriate trade practices that have the effect of harming competition through an abuse of a company's dominant position or its market power in an industry or market must not be adopted. All applicable fair trade laws and practice guidelines will be complied with and respected.
 - (ii) For purposes of clarity, prohibited activities include, but are not limited to price fixing, allocating territories or customer, tie-in sales, re-sale price maintenance and any example should be interpreted in accordance with Applicable Laws and requirements.
- (j) Comply fully with the trade restrictions in United Nations resolutions and the laws of the United States. These include but are not limited to:
 - (i) Trade Sanctions enforced by the U.S. government restrict U.S. companies and/or their Subsidiaries anywhere in the world to enter into transactions with certain countries (Embargoed or Sanctioned Countries). The list of Embargoed or Sanctioned Countries is

managed by the U.S. government and liable to change without notice. Each Party must regularly check to ensure compliance with the updated list of Embargoed or Sanctioned Countries.

Exceptions exist under certain of the sanctions programs to permit sales or donation of medicines and medical products to selected Embargoed or Sanctioned Countries. Both Parties must be consulted before any exceptions are made in relation to any products of a Party; and no exception will be made without other Party's prior written consent.

(ii) Specially Designated Nationals (SDNs).

Transactions with both Parties are also affected by U.S. trade sanctions that prohibit U.S. persons from dealing with individuals and entities linked with governments of Embargoed or Sanctioned Countries, terrorists or terrorist organizations, narcotics traffickers or other prohibited parties (known as Specially Designated Nationals (SDNs)).

Each Party will ensure that performance of this Agreement is compliant and therefore all proposed transactions involving non-U.S. third parties will be screened by such Party against the SDN List maintained by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) to confirm that the transaction does not involve a prohibited party. The SDN List may be found at the following website address:

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

(iii) Export Controls.

The U.S. export control laws govern, amongst others, the re-export of U.S.-origin items from third countries. These export controls restrict the re-export of U.S.-origin goods to companies, entities and individuals with whom a Party must not have business dealings. The lists of such companies, entities and individuals may be found at the following website address:

<http://apps.export.gov/csl-search#/csl-search>

Each Party will check and review the above lists to ensure compliance before any export transaction involving the other Party's products is undertaken to ensure that the parties involved in the transaction are not identified on either list.

It should also be noted that the U.S. export control laws restrict export transactions involving products that may have military uses, including missile technology applications, weapons production or nuclear uses.

(iv) Anti-Terrorism/Anti-Money Laundering.

Each Party will comply with all obligations against money laundering activities under the U.S.A. PATRIOT Act or other Applicable Laws. These include, but are not limited to:

- Full and documented initial knowledge of all customers and transactions
- On-going monitoring of customers and transactions
- Review of customers' accounts
- Blocking of transfer of certain funds
- Rejection of certain transactions
- Filing of reports within 10 days of blocking or rejection and annually of blocked assets

(v) Anti-Boycott Compliance.

U.S. anti-boycott laws prohibit agreements by U.S. persons or entities, including their foreign subsidiaries, partnerships, affiliates, branch offices or other permanent foreign establishments (Foreign Subsidiaries), in this case by virtue of this Agreement, to participate in, support or furnish information with respect to the boycott of a country that has not been approved by the U.S. government.

Participation in any transaction involving the following is prohibited:

- Furnishing any information concerning business dealings with third parties in connection with a boycott-based request for such information.
- Furnishing information to foreign country boycott offices.
- Refusing to do business with anyone, in whole or in part, for a boycott-related reason.
- Selecting distributors or subcontractors on the basis of any blacklist or maintaining such lists for boycott-related reasons.
- Using a prohibited clause to transfer to a Party the "risk of loss" of going through customs.
- Undertaking any transaction or activity with the intent of evading the prohibitions of boycott-related actions.
- Providing or making the following certifications or statements in export or other contract documentation:
 - That the product is not of Israeli origin.
 - That the carrier is not blacklisted or 'ineligible' to enter the boycotting country.
 - That any other third party is not blacklisted.

- Directing the boycotting country to the location of requested information which is a matter of public record in the United States.

Any boycott request must be reported in writing to the other Party promptly. A request is reportable whether it is oral or in writing and whether it is in the form of a solicitation, directive, legend, or instruction, that for boycott purposes, asks for boycott-related information or directs an action, and irrespective of whether it has been followed by action, conduct or sale consideration. The Parties shall mutually agree on how to handle any such request.