



“Prozomix Biocatalysis Enzyme Toolkit” Terms and Conditions [Draft 1.5; 05-12-12]

General information:

This document is not a legal document, but sets out the general terms and conditions that the “Prozomix Biocatalysis Enzyme Toolkit” (hereafter “Toolkit”) will be available under. The final Agreement is currently in the process of being constructed legally and will not differ fundamentally from what is detailed below.

The philosophy and other general information about the Toolkit can be found here:

<http://www.prozomix.com/about/Biocatalysis-enzyme-toolkit-concept>. A key feature of the Toolkit is that the enzymes are **ALL** unique (i.e. not mutants or *in vitro* evolved in any other way), where no member exhibits greater than 80 % primary sequence identity to any other enzyme in the kit, and where primary sequence diversity is in general much greater than this. The enzymes have also been carefully selected in an attempt to evenly sample natural substrate diversity, thus offering catalysts capable of transforming a very wide diversity of compounds. Another key feature is that the Toolkit is provided on free-of-charge basis to qualifying Customers, where further quantities of catalyst can be acquired either via regular purchase order using standard list prices (*vide infra*), or alternatively by payment of a standard “Expression Construct Access Fee”, depending on the particular Customer circumstances.

The physical Toolkit will comprise the following components for each enzyme:

Component	Quantity per enzyme per kit
Freeze-dried CFE powder	1 x approx. 50 - 100 mg

The current Toolkit composition and its envisaged development trajectory over the next 3-18 months are illustrated as follows:

Panel	Now	3-6 months	12-18 months
KRED	108	150	350
P450	15	100	150
NHase	10	30	40
Nitrilase	12	75	100
Lipase/esterase	1	25	100
Epoxide hydrolase	0	20	40
Transaminase	10	150	350
Oxynitrilase	0	15	>15
Ene-reductase	40	100	150
Aldolase	0	25	100
Others	4	>4	>4

Terms and Conditions:

1. The contents of this document are **confidential** and should not be disclosed to any third party. If you are not the intended recipient, please notify us immediately. You should not copy this document nor disclose its contents to any other person outside your organisation.
2. The Toolkit comprises an expanding number of biocatalyst panels (see above), where approx. 50-100 mg of each enzyme is provided as a freeze-dried powder/cake in individual vials. Other screening tools are also available, depending on the Customer's circumstances, such as 96-well plates arrayed with a single mg of each enzyme in each well, and also novel "kREDy-to-go" Screening Plates, where KREDs suitable for the synthesis of target chiral alcohols can be colorimetrically identified in just a few hours by simply holding a 96-well plate above a sheet of white paper after adding 0.1 mL of the desired alcohol (1 % solution) to each well.
3. The Toolkit materials are supplied for research purposes only, for the discovery of biocatalysts of interest to the Customer, and not for any other purpose including, but not limited to, use in relation to foods, drugs, medical devices, cosmetics, agricultural or pesticide agents, household chemicals or for diagnostic purposes.
4. The Toolkit materials are strictly not for re-sale.
5. Toolkit materials, and/or related information, are supplied on non-exclusive basis, and must not be used in any way to identify and/or reverse engineer the biocatalysts developed by Prozomix, or to simply copy them, such as by the employment of any method involving the natural or mutated gene sequence, a synthetic gene sequence, or otherwise.
6. It is the sole responsibility of the Customer that their use of the enzymes included in the Toolkit does not infringe any third party rights with respect to proposed use/application of the enzymes; protein/gene sequences can be requested for a Toolkit enzyme component under CDA (NDA) prior to the purchase of a further quantity of that enzyme, and it is thus the sole responsibility of the Customer to use this information to determine whether their specific use of that enzyme would infringe any third party rights, within the relevant global territories with respect to the intended application(s).
7. Toolkit materials (or derivatives thereof) and/or information are provided on non-exclusive basis strictly for use by the authorised Customer only, and should not be passed or described to anyone outside the intended organisation without prior written (email, fax or letter) approval from Prozomix. Toolkit materials (or derivatives thereof) and/or information may be passed within the intended Customer organisation *ad libitum*, provided the recipient(s) is(are) fully apprised with respect to the terms and conditions of use as detailed in this document. However, it is recommended that additional kits be requested for this purpose if significant additional users are envisaged, and such additional kits will generally be supplied free-of-charge.
8. The compositions of the panels of enzymes that comprise the Toolkit are not static, and will expand significantly over time reflecting the expansion of the DNA database. The enlarged panels will appear from time to time on the Prozomix website (www.prozomix.com), and existing holders of the Toolkit will be informed of such developments by email at approx. three month intervals, when they will also be offered the additional enzymes, that will also generally be supplied free-of-charge.
9. Holders of the Toolkit are entitled to one new full kit (or specified components) on request on each anniversary of taking the Toolkit. These materials will be supplied free-of-charge. However, should a Customer have held the Toolkit for two years and not found an enzyme of interest, Prozomix reserves the right to charge regular catalogue prices for further kit components if requested (i.e. as displayed on www.prozomix.com), though this will generally not be the case.
10. Use of the material(s) supplied is at the sole risk of the Customer, and Prozomix will not be responsible for any losses, no matter how so caused, through use of the material(s) supplied by Prozomix. A sample (same LOT) of bulk material (defined as an order for 100 g or more of CFE

powder) will be supplied free-of-charge for approval before the bulk material is shipped. A request to ship the bulk material should not be made until suitable analysis of the sample has been completed entirely to the satisfaction of the Customer, and Prozomix duly informed of the same.

11. There are two mechanisms to access further quantities of catalyst than supplied free-of-charge as part of the Toolkit, the first being via regular purchase order; Prozomix advertises standard list prices for the purchase of all pack sizes of freeze-dried CFE powders from the Toolkit, meaning no negotiation is required, and the cost of a project can generally be calculated instantly:

Prozomix standard list prices for Biocatalysis Enzyme Toolkit catalysts (as of 05-12-12, check www.prozomix.com or contact sales@prozomix.com for current pricing)	
Pack size	Price (GBP)
50 mg	50.00
1 g	450.00
10 g	1550.00
100 g	4950.00
1000 g	9990.00
≥10 kg	please ask

12. The second mechanism to access further quantities of catalyst is via the payment of an “Expression Construct Access Fee”, of 2000 GBP (exclusive of VAT), after which 0.1 µg of expression plasmid will be supplied in lyophilised form. Sequence information will be shared prior to the purchase, in order for all related intellectual property issues to be considered by the Customer.
13. Where more than one expression construct is requested in any one year, the Expression Construct Access Fee reduces by 100 GBP on each occasion, until it reaches 1500 GBP, at which point the fee remains at 1500 GBP for all subsequent expression constructs requested within that year (a “year” begins on the purchase order date for the first expression construct).
14. To request an expression construct, a purchase order should be placed, where the enzyme(s) in question is(are) identified by the appropriate catalogue number (i.e. PRO-AKR(103)). No other details such as regarding the application of the enzyme are required to be divulged by the Customer, and after subsequent payment of the Expression Construct Access Fee, no further reference will need to be made to Prozomix by the Customer regarding any future use of either the expression construct or derived enzyme therefrom, *ad infinitum*.
15. Where it is desired to disclose any primary or DNA sequence information relating to any Toolkit enzyme into the public domain, such as via scientific publication, in a patent, or otherwise, unless the Expression Construct Access Fee has been paid, or at least 10 g of the respective enzyme has been purchased, a disclosure fee of 1000 GBP per enzyme will strictly apply. Furthermore, disclosure of such sequence information should not be made to any third party, without one of the above conditions being met, or alternatively, specific consent being gained from Prozomix.
16. Notice periods - Prozomix reserves the right, without explanation, to give 18 months notice to any Customer using the Toolkit, that the Toolkit terms and conditions are being changed. A Customer has the right to end its Agreement with Prozomix at any time, subject to all existing invoices being settled in full, and all Toolkit materials (and any derivative materials thereof) either being returned to Prozomix (at Prozomix’s expense), or being destroyed by the Customer (the method of choice to be advised by Prozomix at the time).
17. Prozomix reserves the right to terminate supply of any materials and/or information as described above, if it believes in good faith that the materials and/or information are being used, or are to be used, for any other purpose than outlined above. Thus if an intended use is not covered by this Agreement, Prozomix should be consulted prior to acquiring Toolkit materials and/or information, or as soon as practically possible after the situation has come to light.

18. Orders can be placed by fax (+ 44 (0)1434 322822) or email (sales@prozomix.com).
19. Payment terms: 30 days from invoice date. The invoice will be issued after arrival of the material(s) at the Customer's location. Payment options are as follows:

Bank transfer (receiving charges only apply to international transfers)

Bank: HSBC (Fore Street, Hexham, Northumberland, NE46 1LY, UK)

Account No.: 91467999 (**GBP payments**) or 71880646 (**USD payments**)

Sort code: 40-24-16 (**GBP payments**) or 40-05-15 (**USD payments**)

IBAN No.: GB61MIDL40241691467999 (international transfers only)

BIC No.: MIDLGB22 (international transfers only)

Reference: Invoice number and / or purchase order number

Cheque GBP, EURO or USD cheques only, made payable to "Prozomix Limited", and having the invoice number and / or your purchase order number written on the back

(please post to): Accounts, Prozomix Limited, Station Court, Haltwhistle, Northumberland, NE49 9HN
UK

20. All goods, and any materials made using the goods, remain the sole property of Prozomix until paid in full.
21. All claims must be made within 14 days after receipt of goods.
22. Any other charges in addition to those indicated, such as local taxes, etc, are the full responsibility of the Customer.