

UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM S-1  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

**WAVE LIFE SCIENCES PTE. LTD.**

(Exact name of registrant as specified in its charter)

**Singapore**  
(State or other jurisdiction  
of incorporation or organization)

**2834**  
(Primary Standard Industrial  
Classification Code Number)

**Not applicable**  
(I.R.S. Employer  
Identification No.)

**8 Cross Street #10-00**

**PWC Building  
Singapore 048424  
+65 6236 7389**

(Address, including zip code and telephone number, including area code, of registrant's principal executive offices)

**CT Corporation  
155 Federal Street, Suite 700  
Boston, MA 02110  
(617) 757-6400**

(Name, address, including zip code and telephone number, including area code, of agent for service)

**Copies of all communications, including communications sent to agent for service, should be sent to:**

**William C. Hicks  
Matthew J. Gardella  
Linda Rockett  
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.  
One Financial Center  
Boston, MA 02111  
(617) 542-6000**

**Frank F. Rahmani  
Nicole Brookshire  
John T. McKenna  
Cooley LLP  
500 Boylston Street  
Boston, MA 02116  
(617) 937-2300**

**Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.**

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act (Check one):

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company

(Do not check if a  
smaller reporting company)

**CALCULATION OF REGISTRATION FEE**

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE (1)(2)	AMOUNT OF REGISTRATION FEE
Ordinary Shares, no par value per share	\$	\$

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.

(2) Includes the offering price of any additional ordinary shares that the underwriters have the option to purchase.

**The registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.**

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## EXPLANATORY NOTE

This Amendment No. 2 to this confidential draft submission of the Registrant's Registration Statement is an exhibits-only submission to file certain exhibits incorporated by reference in Item 16 of Part II of the confidential draft submission of the Registration Statement and to restate the exhibit index incorporated by reference in Item 16. Accordingly, this Amendment No. 2 consists only of the facing page, this explanatory note, Part II of the confidential draft submission of the Registration Statement, including the signature page, the exhibit index, and the exhibits filed herewith. The prospectus is unchanged and has therefore been omitted from this filing.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

**Item 13. Other Expenses of Issuance and Distribution**

The following table sets forth all costs and expenses, other than the underwriting discounts and commissions payable by us, in connection with the offer and sale of the securities being registered. All amounts shown are estimates except for the SEC registration fee and the FINRA filing fee.

	<b>Amount to be Paid</b>
SEC registration fee	\$ *
FINRA filing fee	*
Stock exchange listing fee	*
Legal fees and expenses	*
Accounting fees and expenses	*
Printing and engraving	*
Miscellaneous fees and expenses	*
Total	*

\* To be filed by amendment.

**Item 14. Indemnification of Directors and Officers**

Section 172 of the Singapore Companies Act prohibits a company from exempting or indemnifying its officers (including directors acting in an executive capacity) or auditors against any liability, which by law would otherwise attach to them for any negligence, default, breach of duty or breach of trust of which they may be guilty relating to us. However, a company is not prohibited from (a) purchasing and maintaining for any such individual insurance against any such liability, or (b) indemnifying such individual against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favor or in which he is acquitted, or in connection with any application under Section 76A(13) or 391 or any other provision of the Singapore Companies Act in which relief is granted to him by the court. It is expected that the restriction in Section 172 of the Singapore Companies Act will be amended in the second phase of implementation of the Companies (Amendment) Act 2014 to enable a company to indemnify its officers against third party liability, except in circumstances where such liability is for any criminal or regulatory fines or penalties, or where such liability is incurred in respect of (i) defending criminal proceedings in which he or she is convicted, (ii) defending civil proceedings commenced by the company or a related company against him in which judgment is given against him or (iii) in connection with an application for relief under section 76A(13) or section 391 of the Singapore Companies Act in which the court refuses to grant him relief.

Subject to the Singapore Companies Act and every other Singapore statute for the time being in force concerning companies and affecting us, our articles of association provide that each of our directors and officers and those of our subsidiaries and affiliates shall be entitled to be indemnified by us or such subsidiary against any liability incurred by him or her arising out of or in connection with any acts, omissions or conduct, actual or alleged, by such individual acting in his or her capacity as either director, officer, secretary or employee of us or the relevant subsidiary, except to such extent as would not be permitted under applicable Singapore laws or which would otherwise result in such indemnity being void in accordance with the provisions of the Singapore Companies Act.

We may indemnify our directors and officers against costs, charges, fees, expenses and liabilities that may be incurred by any of them in defending any proceedings (whether civil or criminal) relating to anything done or omitted or alleged to be done or omitted by such person acting in his or her capacity as a director, officer or employee of our company, in which judgment is given in his or her favor, or in which he or she is acquitted or in which the courts have granted relief pursuant to the provisions of the Singapore Companies Act or other applicable statutes, provided

that such indemnity shall not extend to any liability which by law would otherwise attach to him or her in respect of any negligence, default, breach of duty or breach of trust in relation to our company, or which would otherwise result in such indemnity being voided under applicable Singapore laws. No director or officer of our company shall be liable for any acts, omissions, neglects, defaults or other conduct of any other director or officer, and to the extent permitted by Singapore law, our company shall contribute to the amount paid or payable by a director or officer in such proportion as is appropriate to reflect the relative fault of such director or officer, taking into consideration any other relevant equitable considerations, including acts of other directors or officers and our company, and the relative fault of such parties in respect thereof.

In addition, no director, managing director or other officer shall be liable for the acts, receipts, neglects or defaults of any other director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense incurred by us, through the insufficiency or deficiency of title to any property acquired by order of the directors for us or for the insufficiency or deficiency of any security upon which any of our moneys are invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects are deposited, or any other loss, damage or misfortune which happens in the execution of his duties, unless the same happens through his own negligence, default, breach of duty or breach of trust.

We have entered into deeds of indemnity with each of our directors and our president and chief executive officer. These agreements require us to indemnify these individuals to the fullest extent permitted under Singapore law against liabilities that may arise by reason of their service to us, as a result of any proceeding against them as to which they could be indemnified. These indemnification rights shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, provision of our articles of association, agreement, vote of shareholders or disinterested directors or otherwise if such indemnified person is subsequently found to have been negligent or otherwise have breached indemnified person's trust or fiduciary duties or to be in default thereof, or where the Singapore courts have declined to grant relief.

We expect to maintain standard policies of insurance that provide coverage (1) to our directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act and (2) to us with respect to indemnification payments that we may make to such directors and officers.

The proposed form of Underwriting Agreement to be filed as Exhibit 1.1 to this Registration Statement provides for indemnification to our directors and officers by the underwriters against certain liabilities.

### **Item 15. Recent Sales of Unregistered Securities**

The following list sets forth information regarding the unregistered securities issued by us since January 1, 2012 through the date of the prospectus that is a part of this registration statement.

#### ***Issuances of Preferred Shares and Ordinary Shares***

The sale and issuance of the securities set forth below were deemed to be exempt from registration under the Securities Act by virtue of Section 4(2) or Rule 506 promulgated under Regulation D promulgated thereunder and Section 3(a)(9). Each of the recipients of securities in these transactions was an accredited investor within the meaning of Rule 501 of Regulation D under the Securities Act and had adequate access, through employment, business or other relationships, to information about us. No underwriters were involved in these transactions.

On September 13, 2012, we issued 50,000 ordinary shares to Dr. Gregory L. Verdine in exchange for 750 shares of common stock of WAVE USA and 200,000 ordinary shares to Shin Nippon Biomedical Laboratories, Ltd., or SNBL, in exchange for 3,000 shares of common stock of WAVE USA. We also issued 24,900 ordinary shares to Dr. Takeshi Wada in exchange for 152 ordinary shares of WAVE Japan and 225,100 ordinary shares to SNBL in exchange for 1,374 ordinary shares of WAVE Japan.

On February 3, 2014, we entered into a subscription agreement with Kagoshima Shinsangyo Sousei Investment Limited Partnership, or KSS, pursuant to which we issued 560,000 of our ordinary shares to KSS at a purchase price of \$10.00 per share for a total consideration of \$5.6 million.

On February 3, 2014, we issued 585,200 of our Series A preferred shares and 375,000 of our ordinary shares to SNBL, in exchange for the cancellation of certain debt obligations owed by us to SNBL in the amount of approximately \$9.6 million.

On January 16, 2015, we issued an aggregate of 1,180,000 ordinary shares at a purchase price of \$10.00 per share to two accredited investors, both of whom are beneficial owners of more than 5% of our outstanding shares. RA Capital Health Care Fund, L.P., or RA Capital, purchased 1,000,000 ordinary shares in this transaction at a purchase price of \$10.0 million. KSS also purchased 180,000 ordinary shares in this transaction at a purchase price of \$1.8 million.

On August 14, 2015, we issued an aggregate of 1,320,000 Series B preferred shares at a purchase price of \$50.00 per share to 19 accredited investors, five of whom (and their affiliates) are beneficial owners of more than 5% of our outstanding shares. RA Capital and one of its affiliates, purchased 290,000 Series B preferred shares in this transaction at a purchase price of \$14.5 million. KSS and an affiliate of SNBL also each purchased 40,000 Series B preferred shares in this transaction at a purchase price of \$2.0 million each. Foresite Capital Fund III, L.P. purchased 330,000 Series B preferred shares in this transaction at a purchase price of \$16.5 million, Entities affiliated with FMR LLC purchased 300,000 Series B preferred shares in this transaction at a purchase price of \$15.0 million.

#### **Grants of Share Options and Issuances of Ordinary Shares**

On March 10, 2015 we issued a share award of 47,223 of our ordinary shares and an aggregate of 426,449 options to purchase our ordinary shares at an exercise price of \$10.00 per share to certain of our employees and directors pursuant to our 2014 Equity Incentive Plan, or the 2014 Plan.

On March 22, 2015 we issued 30,000 options to purchase our ordinary shares at an exercise price of \$10.00 per share pursuant to our 2014 Plan. On March 31, 2015 we issued a share award of 47,223 ordinary shares to an employee pursuant to our 2014 Plan.

On July 9, 2015 we granted options to purchase an aggregate of 24,400 options to purchase our ordinary shares at an exercise price of \$24.21 per share to certain of our employees pursuant to the 2014 Plan.

None of the foregoing transactions involved any underwriters, underwriting discounts or commissions, or any public offering. We believe that the offers, sales and issuances of the above securities were exempt from registration under the Securities Act by virtue of Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder as transactions by an issuer not involving any public offering, or in reliance on Rule 701 promulgated under Section 3(b) of the Securities Act because the transactions were pursuant to compensatory benefit plans or contracts relating to compensation as provided under Rule 701. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed upon the share certificates issued in these transactions. We believe all recipients had adequate information about us or had adequate access, through their relationships with us, to information about us.

#### **Item 16. Exhibits and Financial Statement Schedules**

- (a) The list of exhibits is set forth under "Exhibit Index" at the end of this registration statement and is incorporated herein by reference.
- (b) See the Index to Financial Statements included on page F-1 for a list of the financial statements included in this registration statement. All schedules not identified above have been omitted because they are not required, are inapplicable, or the information is included in the combined financial statements or notes contained in this registration statement.

Certain of the agreements included as exhibits to this prospectus contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties have been made solely for the benefit of the other parties to the applicable agreement and:

- n should not in all instances be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate;

- n have been qualified by disclosures that were made to the other party in connection with the negotiation of the applicable agreement, which disclosures are not necessarily reflected in the agreement;
- n may apply standards of materiality in a way that is different from what may be viewed as material to you or other investors; and
- n were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement and are subject to more recent developments.

The registrant acknowledges that, notwithstanding the inclusion of the foregoing cautionary statements, it is responsible for considering whether additional specific disclosures of material information regarding material contractual provisions are required to make the statements in this registration statement not misleading.

#### **Item 17. Undertakings**

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

- (i) for purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective; and
- (ii) for the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Boston, Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**WAVE LIFE SCIENCES PTE. LTD.**

\_\_\_\_\_  
Paul B. Bolno, M.D.  
President and Chief Executive Officer

### Power of Attorney

KNOW ALL BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Paul B. Bolno and Kyle Moran, and each of them, his true and lawful agent, proxy and attorney-in-fact, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to (1) act on, sign and file with the Securities and Exchange Commission any and all amendments (including post-effective amendments) to this registration statement together with all schedules and exhibits thereto and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, together with all schedules and exhibits thereto, (2) act on, sign and file such certificates, instruments, agreements and other documents as may be necessary or appropriate in connection therewith, (3) act on and file any supplement to any prospectus included in this registration statement or any such amendment or any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and (4) take any and all actions which may be necessary or appropriate to be done, as fully for all intents and purposes as he might or could do in person, hereby approving, ratifying and confirming all that such agent, proxy and attorney-in-fact or any of his substitutes may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
Paul B. Bolno, M.D.	President, Chief Executive Officer and Director <i>(Principal Executive Officer)</i>	, 2015
Kyle Moran	Vice President, Head of Finance <i>(Principal Financial Officer and Principal Accounting Officer)</i>	, 2015
Gregory L. Verdine, Ph.D.	Chairman of the Board	, 2015
Peter Kolchinsky, Ph.D.	Director	, 2015
Koji Miura	Director	, 2015
Ken Takanashi	Director	, 2015

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**Signature**

**Title**

**Date**

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Masaharu Tanaka

Director

, 2015

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Takeshi Wada, Ph.D.

Director

, 2015

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## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
1.1*	Form of Underwriting Agreement.
3.1*	Memorandum of Association and Articles of Association.
3.2*	Form of Memorandum of Association and Articles of Association to become effective as of the closing of this offering.
4.1*	Form of Specimen Ordinary Share Certificate.
4.2**	Investors' Rights Agreement by and among the Registrant and certain of its shareholders, dated as of August 14, 2015.
5.1*	Opinion of Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C.
10.1+**	WAVE Life Sciences Pte. Ltd. 2014 Equity Incentive Plan and forms of agreement thereunder.
10.2**	Lease Agreement by and among Harvard Real Estate—Allston, Inc., Shin Nippon Biomedical Laboratories Ltd., dated June 25, 2009.
10.3**	Sub-Lease Agreement by and among SNBL USA, Ltd. and Ontorii, Inc. (now WAVE USA), dated as of January 1, 2010.
10.4**	Consent to Office Space Sub-Lease by and among SNBL USA, Ltd, Ontorii, Inc. (now WAVE USA) and Harvard Real Estate—Allston, Inc., dated as of January 1, 2010.
10.5**	Amendment 1 to the Commercial Lease Agreement, by and between SNBL USA, Ltd. and Ontorii, Inc. (now WAVE USA), dated as of July 1, 2011.
10.6*	Okinawa Health Biotechnology R&D Center Lease Agreement by and between WAVE Life Sciences (Japan).
10.7**	Lease Agreement by and between the Registrant and King 733 Concord LLC, dated as of April 6, 2015.
10.8†**	Master Sponsored Research Agreement by and between the Registrant and The Children's Hospital of Philadelphia, dated as of April 1, 2015.
10.9†**	Research Agreement between the Registrant and the Chancellor, Masters, and Scholars of the University of Oxford, dated as of March 2015.
10.10†**	Co-Exclusive License Agreement between the Registrant and Max-Planck-Innovation GmbH, dated as of June 8, 2015.
10.11+**	Form of Deed of Indemnity by and between the Registrant and each of its directors and officers.
10.12+**	Employment Agreement by and between the Registrant and Paul B. Bolno, M.D., dated as of December 12, 2013.
10.13+**	Employment Agreement by and between the Registrant and Roberto Guerciolini, dated as of March 10, 2015.
10.14+**	Offer Letter by and between the Registrant and Chandra Vargeese, Ph.D., dated as of July 18, 2014.
10.15+**	Offer Letter by and between the Registrant and Christopher Francis, Ph.D., dated as of March 20, 2014.
10.16+**	Consulting Agreement by and between the Ontorii (now WAVE, USA) and Gregory Verdine, dated as of April 1, 2012.
10.17+**	Nominee Director Fee Agreement by and between the Registrant and Miura & Associates Management Consultants Pte. Ltd., dated as of October 23, 2012.

<b>Exhibit No.</b>	<b>Description</b>
10.18†	Research Agreement by and between the Registrant and The University of Dundee, dated as of September 23, 2015.
21.1**	Subsidiaries of the Registrant.
23.1*	Consent of Independent Registered Public Accounting Firm.
23.2*	Consent of Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C. (included in Exhibit 5.1).
24.1*	Power of Attorney (included on the signature page to this registration statement).

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\* To be filed by amendment.

\*\* Previously filed.

+ Indicates management contract or compensatory plan.

† Confidential treatment has been requested with respect to certain portions of this exhibit. Omitted portions have been filed separately with the Securities and Exchange Commission.

**\*\*\*Text Omitted and Filed Separately  
with the Securities and Exchange Commission.  
Confidential Treatment Requested  
17 C.F.R. Section 200.80(b)(4) and Rule 406 of the  
Securities Act of 1933, as amended.**

**THIS AGREEMENT** dated 23rd September, 2015 is made **BETWEEN:**

- (1) **THE UNIVERSITY OF DUNDEE**, established by Royal Charter dated 20 July 1967 and a registered Scottish charity (charity number SC015096) and having its principal office at 149 Nethergate, Dundee DD1 4HN (“the University”); and
- (2) **WAVE LIFE SCIENCES, PTE. LTD**, a company registered under the laws of Singapore, with corporate offices at 419 Western Avenue, Boston MA 02135 (“the Sponsor”)

## 1. DEFINITIONS

In this Agreement the following expressions have the meaning set opposite:

<b>Academic Publication:</b>	the publication of an abstract, article or paper in a journal or an electronic repository; its presentation at a conference or seminar; or press release or other public announcement; and in clauses 5 and 6 “to Publish” and “Publication” are to be construed accordingly;
<b>Affiliate</b>	with respect to any Party, any other person or entity which directly or indirectly controls, is controlled by, or is under common control with, such Party. A person or entity, such as a corporation, partnership, limited liability company, trust, business trust, association, joint venture, non-profit organization, or university shall be regarded as in control of another Party if it owns, or directly or indirectly controls, at least fifty percent (50%) of the voting stock or other ownership interest of such Party, or if it directly or indirectly possesses the power to direct or cause the direction of the management and policies of a Party by any means whatsoever.
<b>this Agreement:</b>	this document, including its Schedules, as amended from time to time in accordance with clause 10.9;
<b>Background Information, Materials &amp; IP:</b>	(i) information, data, techniques, Know-how, software and Materials that are owned or controlled by a Party (regardless of the form or medium in which they are disclosed or stored) and that are provided by such Party to the other for use in the Project during the Project Period, whether existing before or after the date of this Agreement and (ii) Intellectual Property that is owned or controlled by a Party prior to carrying out the Project or is conceived, developed or first reduced to practice by a Party independently of the Project and provided by such Party for use in the Project during the Project Period.

**\*\*\*Confidential Treatment Requested\*\*\***

<b>a Business Day:</b>	Monday to Friday (inclusive) except bank or public holidays in Scotland and the United States;
<b>Confidential Information:</b>	any (i) Background Information, Materials & IP disclosed by a Party to the other for use in the Project and identified as confidential before or within [***] days of the time of disclosure; (ii) Research Reports; and (iii) Results;
<b>the Effective Date:</b>	1 September 2015
<b>the Financial Contribution:</b>	the financial contribution to be provided by the Sponsor set out in Schedule 1;
<b>the Good Data Management Practices:</b>	the practices and procedures set out in Schedule 3;
<b>Intellectual Property:</b>	patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, confidential information, trade secrets, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, or other rights issuing from, or filed subsequent to the date of this Agreement, based on or claiming priority to or from the applications, patents, and rights listed above, including but not limited to continuations, continuations in part, divisionals, reexaminations, extensions, reissues, substitutions, renewals, supplementary protection certificates, registrations, and confirmations of any of the foregoing, and any patents resulting from any such application or right, together with all rights of action in relation to the infringement of any of the above;
<b>Inventions</b>	Any data or information, processes, compositions of matter, learnings, improvements and Know-how, whether or not patentable, conceived or reduced to practice by any Party in the course of performing the Project that may be used in support of or as the basis or foundation for Intellectual Property.

**\*\*\*Confidential Treatment Requested\*\*\***

<b>the Key Personnel:</b>	the Principal Investigator and any other key personnel identified in Schedule 2;
<b>Know-how</b>	unpatented technical information including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, prototypes, analyses, reports and submissions, trade secrets, in all cases whether or not patentable and that is not in the public domain, and specifically, without limiting the foregoing: (i) data and information relating to the engineering, design or manufacture of stereo-controlled or stereo-pure nucleic acid based molecules; (ii) the general chemical stability, metabolism, pharmacokinetic or pharmacodynamics effect of stereo-controlled or stereo-pure nucleic acid based molecules; and (iii) the use of stereo-controlled or stereo-pure nucleic acid based molecules to treat disease;
<b>the Location:</b>	the location(s) at which the Project will be carried out as set out in Schedule 2;
<b>Materials</b>	proprietary original material, progeny (every descendant from the Material), derivatives (a functional subunit of Material), any substance expressed by or from Material and modifications (substances created by the Recipient which contain or incorporate Material or through use of Material), or any chemical compound derivatives, modifications and improvements, fragments or portion thereof and associated Know-how, information and data provided by the Sponsor to the University under this Agreement and listed in Schedule 2 to this Agreement;
<b>Party</b>	The Sponsor or the University are each referred to as a "Party" or collectively as the "Parties";
<b>the Principal Investigator:</b>	Dr Robyn Hickerson of the University or her successor appointed under clause 9.2;
<b>the Project:</b>	the programme of work described in Schedule 2, as amended from time to time in accordance with clause 10.9;

**\*\*\*Confidential Treatment Requested\*\*\***

<b>the Project Period:</b>	the period described in clause 2.1;
<b>the Results:</b>	all (i) data, information, Know-how or Inventions first generated in the course of the Project, including underlying data, observations, theses, hypotheses and conclusions drawn therefrom and (ii) Intellectual Property conceived, developed, identified or first reduced to practice or writing in the course of the Project;
<b>the Sponsor's Supervisor:</b>	Chandra Vargeese, Ph.D.

## 2. THE PROJECT

- 2.1 The Project will begin on the Effective Date and will continue until for a period of twenty-four (24) months or until any later date agreed in writing between the parties, or until this Agreement is terminated in accordance with clause 8 or 9.
- 2.2 Each of the parties will carry out the tasks allotted to it in Schedule 2, and will provide the human resources, materials, facilities and equipment that are designated as its responsibility in Schedule 2. The Project will be carried on under the direction and supervision of the Sponsor's Supervisor. The Project will be carried out at the Location.
- 2.3 Each of the parties will use all reasonable endeavours to obtain all regulatory and ethical licences, consents and approvals necessary to allow it to carry out the tasks allotted to it in Schedule 2.
- 2.4 Each of the parties will ensure that its employees and students (if any) involved in the Project: (i) observe the conditions attaching to any regulatory and ethical licences, consents and approvals; (ii) keep complete and accurate records of all research, development and other work carried out in connection with the Project and of all Results and observations, signed by the people who obtained each Result or made those observations, and countersigned by an employee of that Party who is not a member of the research team but who understands the work; and (iii) comply with the Good Data Management Practices.
- 2.5 Although each of the parties will use reasonable endeavours to carry out the Project in accordance with Schedule 2, neither Party undertakes that any research will lead to any particular result, nor does it guarantee a successful outcome to the Project.
- 2.6 The University will keep the Sponsor advised of the progress of the Project and will provide the Sponsor with reports as it reasonably requests from time to time, but on no less than a monthly basis. Such reports may be in email format and shall summarise the progress of the Project and detail the Results (each such report an "Interim Report"). Within [\*\*\*] days following completion of the Project, the University agrees to furnish the Sponsor with a formal written report setting forth all the Results generated in performing Project ("Final Report"). Such Interim Reports and the Final Report shall be collectively referred to as the "Research Reports" and the Research Reports shall be Confidential Information under this Agreement. The

**\*\*\*Confidential Treatment Requested\*\*\***

University shall use its reasonable efforts to ensure that the Research Reports include a clear, detailed and accurate description of the Results and include sufficient detail (when viewed collectively) to adequately support patent applications relating to any Inventions. During the Project Period, the Principal Investigator and the Sponsor's Supervisor and other representatives of the Parties as required will meet at times (but no less than quarterly) and places mutually agreed upon, including by teleconference, with the purpose of reviewing the progress and Results, as well as ongoing plans, changes or amendments to the Project and identifying any Inventions arising from the collaboration.

2.7 Each of the parties warrants to the other that it has full power and authority under its constitution, articles of association, by-laws, or other operating documents, and has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into this Agreement.

### 3. FINANCIAL CONTRIBUTION AND EXTERNAL FUNDING

3.1 The University will keep complete and accurate accounts of its expenditure on the Project. The Sponsor will pay the Financial Contribution to the University in accordance with Schedule 1 within [\*\*\*] days after receipt by the Sponsor of [\*\*\*] invoices. Where the Financial Contribution is being claimed against costs and expenses incurred by the University, each invoice must be accompanied by a statement certified by an authorised officer of the University.

3.2 All amounts payable to the University under this Agreement are exclusive of VAT (or any similar tax) which the Sponsor will pay at the rate from time to time prescribed by law.

3.3 If the Sponsor fails to make any payment due to the University under this Agreement, without prejudice to any other right or remedy available to the University, the University may charge interest (both before and after any judgement) on the amount outstanding, on a daily basis at the rate of [\*\*\*] per cent ([\*\*\*]%) per annum above the London Interbank Offer Rate from time to time in force. That interest will be calculated from the date or last date for payment to the actual date of payment, both dates inclusive, and will be compounded annually. The Sponsor will pay that interest to the University on demand.

3.4 Except as set out in Schedule 2, the University will own all equipment purchased or constructed by it, or for it, using the Financial Contribution.

### 4. USE AND EXPLOITATION OF INTELLECTUAL PROPERTY

4.1 Each Party shall disclose Background Information, Materials & IP owned or controlled by it to the Project that it believes is reasonably required to enable or further the Project. This Agreement does not affect the ownership of any (i) Background Information, Materials & IP or (ii) technology, design, work, invention, software, data, technique, Know-how, or materials that are not Results and, accordingly, the Parties hereto agree that all right, title and interest in the Background Information, Materials & IP of each Party will remain the property of each such Party (or its licensors, as applicable). No licence to use any Background Information, Materials & IP or any other Intellectual Property is granted or implied by this Agreement except the rights expressly granted in this Agreement.

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- 4.2 Each Party grants the other a limited, royalty-free, fully paid, non-exclusive licence to use its Background Information, Materials & IP for the purpose of carrying out the Project during the Project Period, but for no other purpose. Neither Party may grant any sub-licence to use the other's Background Information, Materials & IP except that the Sponsor may allow its Affiliates and any person or entity working for or on behalf of the Sponsor or its Affiliates to use the University's Background Information, Materials & IP for the purpose of carrying out the Project and subject to confidentiality terms at least as restrictive as those set out in section 6 below.
- 4.3 The University shall not duplicate or reverse engineer the Materials provided by the Sponsor pursuant to the Project or disseminate the Materials to any third party. The University agrees that persons who may have access to the Material shall be limited to its Principal Investigator and his direct reports. The University shall not use the Material for diagnosing, testing in or treatment of human subjects. The University shall comply with all applicable laws and regulations applicable to the handling, use and disposal of the Material. Any Material remaining upon completion of the Project shall either be returned to the Sponsor or discarded consistent with Sponsor's written instructions and applicable laws and regulations.
- 4.4 The Sponsor will own the Intellectual Property in the Results and may take such steps as it may decide from time to time, and at its own expense, to register and maintain any protection for Intellectual Property included in the Results, including filing and prosecuting patent applications for any of the Inventions included in the Results, in each case without additional compensation or consideration to the University. Where a third party such as a student or contractor is involved in the Project, the University or the Party engaging that contractor (as the case may be) will ensure that the student and the contractor assign any Intellectual Property they may have in the Results in order to be able to give effect to the provisions of this clause 4. The University will ensure that its employees and students involved in the creation of the Results give the Sponsor such assistance as the Sponsor may reasonably request in connection with the registration and protection of the Intellectual Property in the Results, including filing and prosecuting patent applications for any Inventions included in the Results, and taking any action in respect of any alleged or actual infringement of the resulting Intellectual Property. The University will assign and does hereby irrevocably assign all of its rights, title and interest to the Results to the Sponsor. The University shall cooperate in good faith with Sponsor and shall take all measures and execute all documents as are necessary to assign all of its right, title and interest to the Sponsor, and perfect title solely in the name of Sponsor, for all of the Intellectual Property pertaining to the Results, and to facilitate the filing, prosecution, defence and enforcement of all such Intellectual Property by the Sponsor, at Sponsor's sole cost.
- 4.5 The University will notify the Sponsor promptly after identifying any Results that the University believes may constitute Inventions, and will supply the Sponsor with copies of such Results. The University will notify other Results to the Sponsor in the reports provided under clause 2.4 and the Research Reports 2.6. The University will not file any patent applications relating to the Results and hereby confirms that if it does, it will irrevocably assign and hereby irrevocably assigns such patent applications to the Sponsor for no additional consideration.

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- 4.6 The Sponsor grants the University a royalty-free, non-exclusive licence to use the Results for the purpose of carrying out the Project, and in accordance with Clause 4.7 below, but for no other purpose. The University may not grant any sub-licence to use the Results. Upon the completion of the Project, the license granted to the University under this clause 4 shall automatically and immediately terminate except as otherwise specifically stated herein.
- 4.7 Despite the assignment or agreement to assign under clause 4.4, the University, its employees and students will have the irrevocable, royalty-free right to use the Results for the purposes of the University's own internal academic teaching and other scholarly uses that are undertaken for the sole purpose of education and academic research. Notwithstanding the foregoing, the rights in this clause are subject to the rules on Academic Publication in clause 5 and confidentiality in clause 6. For clarity, such academic and research purposes shall not extend to the use of the Results in collaboration with any for-profit or commercial third party where such party would be granted any (i) rights to commercially exploit the Results in any way; nor (ii) access to any of the Sponsor's Background Information, Materials & IP or the Research Reports.
- 4.8 The Sponsor will provide the University with such information as the University may reasonably request from time to time to demonstrate that the Sponsor is exploiting or is taking reasonable steps towards exploiting the Results. If the Sponsor does not demonstrate that it is exploiting any of the Results or is taking reasonable steps towards exploiting them, then the Sponsor may, in its discretion, elect to abandon any patent applications or issued patent included in the Intellectual Property arising or derived from any Invention included in the Results (the "Abandoned IP"). Following such abandonment, the University shall have the right, but not the obligation, to commence or continue such prosecution and to maintain any such patent or patent application under its own control and at its own expense and such patent or patent application shall thereafter be excluded from the definition of Results for purposes of this Agreement. Prior to any such abandonment, the Sponsor shall give the University at least [\*\*\*] notice and a reasonable opportunity to take over prosecution of such patent or patent application. The Sponsor agrees to cooperate in such activities including execution of any documents necessary to enable University to retain ownership and control of such patent or patent application and, if necessary, will assign, and hereby assigns, all of its rights and interest to such Abandoned IP to the University.

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5. **ACADEMIC PUBLICATION**

5.1 Subject to clause 5.2 an employee or student of the University (whether or not involved in the Project) may, provided a Confidentiality Notice under clause 5.2 has not been given:

5.1.1 Discuss work undertaken as part of the Project in University seminars, tutorials and lectures; and

5.1.2 Publish the Results, including any Background Information, Materials & IP of the Sponsor (unless it is the Sponsor's Confidential Information) in support of the Results.

5.2 The Sponsor and the University anticipate that a high impact academic Publication will arise following the successful conduct of the Project, and nothing in this Agreement shall prevent or hinder the University from seeking to publish such a Publication, provided that the procedure in this clause 5.3 is followed. The University will submit to the Sponsor, in writing, a copy of the proposed Publication at least 30 days before the date of the proposed submission for Publication. The Sponsor may, by giving written notice to the University ("a Confidentiality Notice"):

(a) require the University to delay the proposed Publication for a maximum of [\*\*\*] months after receipt of the Confidentiality Notice if, in the Sponsor's reasonable opinion, that delay is necessary in order to seek patent or similar protection for any of the Sponsor's Background Information, Materials & IP or any Results that are to be Published; or

(b) prevent the Publication of any of the Sponsor's Background Information, Materials & IP that is Confidential Information. For the avoidance of doubt the University shall not publish the full stereochemical and chemical structure of any of the Sponsor's Background Information, Materials & IP without the prior written consent of the Sponsor, provided that the Sponsor will consent to the University disclosing in a Publication sufficient information about the nature of the Sponsor's Background Information, Materials & IP and the potential use of the same in the treatment of Muscular Dystrophy as would ordinarily be required of a high quality academic Publication.

The Sponsor must give that Confidentiality Notice within [\*\*\*] days after the Sponsor receives a copy of the proposed Publication. If the University does not receive a Confidentiality Notice within such [\*\*\*] day period, its employee or student may proceed with the proposed Publication, provided that, whether or not a Confidentiality Notice has been given, any of the Sponsor's Background Information, Materials & IP that is Confidential Information may not be published.

6. **CONFIDENTIALITY**

6.1 Subject to clause 5, neither Party will disclose to any third party, nor use for any purpose except carrying out the Project, any of the other Party's Confidential Information.

6.2 Neither Party will be in breach of any obligation to keep any Background Information, Materials & IP, Results or other information confidential or not to disclose it to any third party to the extent that it:

6.2.1 was known to the Party making the disclosure before its receipt from the other Party, as demonstrated by written records or other tangible documentation, and is not otherwise subject to an obligation of confidentiality to the other Party;

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- 6.2.2 is, as of the date of this Agreement, in the public domain, or subsequently enters the public domain through no fault of the receiving Party
- 6.2.3 has been obtained by the Party making the disclosure from a third party in lawful possession of such information in circumstances where the Party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other Party;
- 6.2.4 is independently developed by the Party making the disclosure as demonstrated by written or other tangible evidence without reference to or benefit of information disclosed to it by the other Party;
- 6.2.5 is disclosed pursuant to the requirement of any law or regulation (provided, in the case of a disclosure under the Freedom of Information (Scotland) Act 2002 (“the Act”), none of the exceptions to that Act applies to the information disclosed) or the order of any court of competent jurisdiction, and the Party required to make that disclosure has informed the other of the requirement and the information required to be disclosed, provided, however, that:
- (a) in the event that either Party hereto is required by applicable statute or regulation or by judicial or administrative process to disclose any part of the Confidential Information which is disclosed to it hereunder pursuant to this clause 6.2.5, the receiving Party shall (i) promptly notify the disclosing Party of each such requirement and identify the Confidential Information required to be disclosed by such order, regulation, or law so that the disclosing Party, at its expense, may seek an appropriate protective order or other remedy and (ii) consult with the disclosing Party on the advisability of taking legally available steps to resist or narrow the scope of such requirement; and
  - (b) if, in the absence of such a protective order the receiving Party is nonetheless required by mandatory applicable law to disclose any part of the Confidential Information which is disclosed to it hereunder, the receiving Party may make such required disclosure of Confidential Information without liability under this Agreement, provided that the receiving Party shall furnish only that portion of the Confidential Information which it is legally required under such order, law or regulation; or
- 6.2.6 is approved for release in writing by an authorised representative of the other Party.

6.3 The University will not be in breach of any obligation to keep any of the Sponsor’s Background Information, Materials & IP that is not Confidential Information, or any Results, by Publishing any of the same if the University has followed the procedure in clause 5.2 and has received no Confidentiality Notice within the period stated in that clause.

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- 6.4 The Sponsor will not be in breach of any obligation to keep any of the University's Background Information, Materials & IP, or other information, confidential or not to disclose them to any third party, by making them available to any Affiliate, or any person working for or on behalf of the Sponsor or an Affiliate, who needs to know the same in order to exercise the rights granted in this Agreement, provided they are not used except as expressly permitted by this Agreement and the recipient undertakes to keep that Background Information, Materials & IP confidential.
- 6.5 If the University receives a request under the Act to disclose any information that, under this Agreement, is the Sponsor's Confidential Information, it will notify the Sponsor and will consult with the Sponsor promptly and before making any disclosure under that Act. The Sponsor will respond to the University within 10 days after receiving the University's notice. If that notice requests that the Sponsor provide information to assist the University to determine whether or not an exemption to the Act applies to the information requested under that Act, the Sponsor will use its reasonable efforts to provide such information promptly.
- 6.6 Neither the University nor the Sponsor will use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent, except that: (i) the University may (a) identify the sums received from the Sponsor in the University's Annual Report and similar publications; disclose certain information pertaining to the Project for the purposes of assessment of the quality of the research undertaken, and use in the University's marketing material; (ii) the Sponsor may disclose the existence of this Agreement to its investors or prospective investors; and (iii) as otherwise required by law or regulation.

## 7. **LIMITATION OF LIABILITY**

- 7.1 Neither of the parties, except under clause 7.8, makes any representation or gives any warranty to the other that any advice or information given by it or any of its employees or students who work on the Project, or the content or use of any Results or Background Information, Materials & IP will not constitute or result in any infringement of third-party rights.
- 7.2 Except under the limited warranty in clause 7.8 and the indemnity in clause 7.3, and subject to clause 7.6, neither Party accepts any liability or responsibility for any use which may be made by the other Party of any Results, nor for any reliance which may be placed by that other Party on any Results, nor for advice or information given in connection with any Results.
- 7.3 The Sponsor will indemnify the University and the Principal Investigator and his direct reports (the Indemnified Parties), and keep them fully and effectively indemnified, against each and every claim made against any of the Indemnified Parties as a result of the Sponsor's use of any of the Results or any materials, works or information received from them pursuant to the terms of this Agreement, provided that the Indemnified Party must:
- 7.3.1 promptly notify the Sponsor of details of the claim;

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- 7.3.2 not make any admission in relation to the claim;
- 7.3.3 allow the Sponsor to have the conduct of the defence or settlement of the claim; and
- 7.3.4 give the Sponsor all reasonable assistance (at the Sponsor's expense) in dealing with the claim.

Notwithstanding the foregoing, the indemnity in this clause will not apply to the extent that the claim arises as a result of the Indemnified Party's negligence, its breach of clauses 5 or 6, the deliberate breach of this Agreement or its knowing infringement of any third party's Intellectual Property.

- 7.4 Subject to clause 7.6, and except under the indemnity in clause 7.3, the liability of either Party to the other for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Project and the Results, shall not extend: (i) to any indirect damages or losses; nor (ii) to any loss of profits, loss of bargain, loss of revenue, loss of business, or loss of opportunity, whether direct or indirect, even if, in any such case, the Party bringing the claim has advised the other of the possibility of those losses.
- 7.5 Subject to clause 7.6, and except under the indemnity in clause 7.3, the aggregate liability of each Party to the other for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Project and the Results, will not exceed in total the Financial Contribution.
- 7.6 Nothing in this Agreement limits or excludes either Party's liability for:
  - 7.6.1 death or personal injury;
  - 7.6.2 any fraud or for any sort of liability that, by law, cannot be limited or excluded; or
  - 7.6.3 any loss or damage caused by a deliberate breach of this Agreement or a breach of clauses 4.3, 4.4, 4.5, 4.7, 5 or 6.
- 7.7 The express undertakings and warranties given by the parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.
- 7.8 The University warrants to the Sponsor that, to the best of its knowledge and belief but without having undertaken any searches, in relation to any assignment made under or pursuant to clause 4.4 and 4.5:
  - 7.8.1 the University has the right to dispose of the Intellectual Property in the Results and that the University it will, at its own cost, do all that it reasonably can to give the title that it purports to give; and

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7.8.1 that the Intellectual Property in the Results is free from all charges and encumbrances and rights of any third party (except those that the University is unaware or could not reasonably be aware of).

## 8. **FORCE MAJEURE**

If the performance by either Party of any of its obligations under this Agreement, except a payment obligation, is delayed or prevented by circumstances beyond its reasonable control, that Party will not be in breach of this Agreement because of that delay in performance. However, if the delay in performance is more than 6 months, the other Party may terminate this Agreement with immediate effect by giving written notice to the other Party.

## 9. **TERMINATION**

9.1 Either Party may terminate this Agreement with immediate effect by giving notice to the other Party if:

9.1.1 the other Party is in breach of any provision of this Agreement and, if it is capable of remedy, the breach has not been remedied within 60 days after receipt of written notice specifying the breach and requiring its remedy; or

9.1.2 the other Party shall become bankrupt, or shall file a petition in bankruptcy, or if the business of the Sponsor shall be placed in the hands of a receiver, assignee or trustee for the benefit of creditors, whether by the voluntary act of the Sponsor or otherwise.

9.2 Each of the parties will notify the other promptly if at any time any of the Key Personnel appointed by that Party is unable or unwilling to continue to be involved in the Project. Within 2 months after the date of that notice, the Party who originally appointed that member of the Key Personnel will nominate a successor. The other Party will not unreasonably refuse to accept the nominated successor, but if the successor is not acceptable to the other Party on reasonable grounds, or if the appointor cannot find a successor, either Party may terminate this Agreement by giving the other not less than 2 months' notice.

9.3 Clauses 1, 3, 4, 5, 6, 7, 9.3, 9.4, 9.5 and 10 will survive the expiry of the Project Period or the termination of this Agreement for any reason and will continue indefinitely.

9.4 On the termination of this Agreement, the Sponsor will pay the University for all work done prior to termination. If the Sponsor has paid any of the Financial Contribution in advance and the whole of that contribution has not, by the end of the Project Period or the termination of this Agreement, been used by the University for the purposes for which that Financial Contribution was provided, the University will return to the Sponsor the unused portion of that contribution.

9.5 Following the termination of this Agreement by the Sponsor under clause 9.2, if the Financial Contribution includes the costs of employing any University staff involved in the Project, the Sponsor will continue to reimburse, in accordance with clause 3, the

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actual direct employment costs of staff who were appointed by the University to work on the Project before the service of the notice, and any other non-cancellable commitments, provided that the University takes all reasonable steps to minimise those costs. Reimbursement will continue until the effective date of termination of each staff contract or the date on which the Project was to have ended (whichever is the earlier). Those direct employment costs will include a proportion of any redundancy costs that have been incurred by the University as a direct result of the termination of this Agreement, that proportion to be calculated by dividing the individual's involvement in the Project by the duration of his period of employment by the University.

10. **GENERAL**

10.1 **Notices:** Any notice to be given under this Agreement must be in writing, may be delivered to the other Party or parties by any of the methods set out in the left hand column below, and will be deemed to be received on the corresponding day set out in the right hand column:

<b>Method of service</b>	<b>Deemed day of receipt</b>
By hand or courier	the day of delivery
By pre-paid first class post	the third Business Day after posting
By recorded delivery post	the second Business Day after posting

The parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this clause, as follows:

**For the University:**

Name: Ms Diane Taylor

Address: University of Dundee  
Research and Innovation Services  
11 Perth Road  
Dundee DD1 4HN  
Scotland

email address:  
[\*\*\*]

**For the Sponsor:**

Name: Chandra Vargeese

Address: c/o Wave Life Sciences Pte Ltd  
419 Western Avenue  
Boston, MA 02135  
USA

email address:  
[\*\*\*]

10.2 **Headings:** The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

10.3 **Assignment:** Neither Party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other Party and that consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, provided that it gives reasonable notice to the

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University, the Sponsor may assign this Agreement without the consent of the University (i) to a purchaser, merging, or consolidating corporation, or acquirer of all or substantially all of its assets or business (or that portion thereof to which this Agreement relates) and/or pursuant to any reorganization of such part or (ii) to an Affiliate of the Sponsor.

- 10.4 **Illegal/unenforceable provisions:** If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
- 10.5 **Waiver of rights:** If a Party fails to enforce, or delays in enforcing, an obligation of the other Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
- 10.6 **No agency:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the parties, or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.
- 10.7 **Entire agreement:** This Agreement constitutes the entire agreement between the parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of, any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which either Party may have to the other (or any right which either Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.
- 10.8 **Intentionally deleted**
- 10.9 **Amendments:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative.
- 10.10 **Third parties:** No one except a Party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a Party to this Agreement may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.
- 10.11 **Governing law:** This Agreement is governed by, and is to be construed in accordance with, Scots law. The Scottish Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Agreement, except that either Party may bring proceedings for an injunction in any jurisdiction.

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10.12 **Escalation:** If the parties are unable to reach agreement on any issue concerning this Agreement or the Project within [\*\*\*] days after one Party has notified the other of that issue, they will refer the matter to Director of Research Services in the case of the University, and to its Chief Executive Officer in the case of the Sponsor in an attempt to resolve the issue within [\*\*\*] days after the referral. Either Party may bring proceedings in accordance with clause 10.11 if the matter has not been resolved within that [\*\*\*] day period, and either Party may apply to the court for an injunction, whether or not any issue has been escalated under this clause.

**SIGNED** for and on behalf of the University:

Name: Graham Cowan

Position: Head of Contracts & IP Management Research & Innovation Services

Signature /s/ Graham Cowan

Read and understood by the Principal Investigator

Name: Dr Robyn Hickerson

Signature /s/ Robyn Hickerson

Date 28-9-15

**SIGNED** for and on behalf of the Sponsor:

Name: Paul B. Bolno, M.D,

Position: President & Chief Executive Officer

Signature /s/ Paul B. Bolno

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**SCHEDULE 1**

**The Financial Contribution**

The Sponsor shall pay to the University the sum of [\*\*\*] Pounds Sterling (£[\*\*\*]) ("Financial Contribution") in consideration of the University's work on the Project, in accordance with the following schedule:

[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
<b>Total amount payable</b>	[***]

All amounts in this Schedule exclude VAT.

All payments of the Financial Contribution will be made by bank transfer to the University's bank account:

[\*\*\*]  
[\*\*\*]  
[\*\*\*]  
[\*\*\*]  
[\*\*\*]

Tel: [\*\*\*]  
Fax: [\*\*\*]

Account Name: [\*\*\*]  
Sort Code: [\*\*\*]  
Account No: [\*\*\*]  
IBAN number: [\*\*\*]

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**SCHEDULE 2**

**The Project**

[Description of Project]

[\*\*\*]

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## SCHEDULE 3

### Good Data Management Practices

1. Research data must be generated using sound scientific techniques and processes;
2. Research data must be accurately recorded in accordance with good scientific practices by the people conducting the research;
3. Research data must be analysed appropriately, without bias and in accordance with good scientific practices;
4. Research data and the Results must be stored securely and be easily retrievable;
5. Data trails must be kept to allow people to demonstrate easily and to reconstruct key decisions made during the conduct of the research, presentations made about the research and conclusions reached in respect of the research; and
6. Each Party must have the right, on not less than [\*\*\*] days written notice, to visit any other Party to verify that it is complying with the above practices and procedures.

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