

## TERMS AND CONDITIONS

**THIS PURCHASE ORDER (“Order”) IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF THE TERMS AND CONDITIONS HEREOF. The oral or written notice of acceptance, acceptance of any payment made pursuant to this Order, preparation to perform, or shipment of all or any part of the goods, parts, materials, and/or services specified in this Order (collectively, “Products”) by the seller named on the face of this Order (“Seller”) shall constitute Seller’s acceptance of the terms and conditions contained herein. BY ACCEPTANCE OF THIS ORDER, SELLER AGREES AS FOLLOWS:**

**1. General Application; Entire Agreement.** These terms and conditions shall apply to and govern each purchase of Products from Seller by INOVIO Pharmaceuticals, Inc. (“INOVIO”). Each shipment received by INOVIO from Seller is deemed to be made only upon the terms and conditions contained in this Order. All specifications, drawings, and data submitted to Seller with this Order are hereby incorporated herein and made a part hereof. None of the terms or conditions contained in this Order may be added to, modified, superseded or otherwise altered, except by a written instrument signed by an authorized representative of INOVIO and delivered by INOVIO to Seller. Seller confirms that it has all requisite power and authority (corporate and otherwise) to enter into and perform its obligations under this Order and this Order constitutes its valid and legally binding obligation, enforceable in accordance with its terms. Except to the extent expressly accepted in writing by INOVIO, INOVIO hereby affirmatively rejects any different or additional terms or conditions proposed by Seller or contained in any acknowledgment, invoice, or other form from Seller, notwithstanding INOVIO’s acceptance or payment for any Products or Services or any similar act of INOVIO. INOVIO reserves the right to modify, change, or replace any of the terms and conditions contained in herein without notice to Seller. Such modifications, changes, or replacements shall be effective as of the date the modifications, changes, or replacements are made.

**2. Acceptance.** All deliveries of Products to INOVIO shall conform to this Order. INOVIO’s acceptance of Products is subject to the terms and conditions contained herein. All purchases of Products hereunder shall be on an “approval” basis only and are subject to INOVIO’s inspection and acceptance or rejection, notwithstanding any payment or prior inspection. All Products not conforming to this Order or to Seller’s representations or warranties, express or implied, are subject to return by INOVIO at Seller’s risk and expense. Payment for any Product shall not be deemed acceptance thereof. Failure by INOVIO to inspect and accept or reject Products shall not relieve the Seller from responsibility for defective or nonconforming Products, nor shall it constitute a waiver of, or adversely affect, any of INOVIO’s rights and remedies. INOVIO’s acceptance of all or part of any nonconforming Products, payment therefor, or failure to notify Seller promptly, shall not bind INOVIO to accept future shipments of nonconforming Products nor effect a waiver of or otherwise affect its right to cancel or return all or part of any Products, recover damages, or recover upon Seller’s warranties or indemnity obligations.

**3. Timeliness; Cancellation; Rejection; Return.** TIME IS OF THE ESSENCE FOR THIS ORDER. INOVIO reserves the rights to cancel all or any part of the undelivered portion of this Order and/or reject and return any delivered portion of this Order if Seller does not make deliveries as and when specified herein or if Seller breaches any of the terms or conditions hereof including, without limitation, Seller’s warranties. If Seller cannot deliver as and when specified herein, it shall promptly notify INOVIO in writing of the reasons for and the estimated duration of the delay with any added cost borne by Seller.

**4. Deliveries and Shipping.** Title shall remain with Seller, and risk of loss or damage to Products shall be borne by Seller until Products have been delivered to and accepted by INOVIO, notwithstanding any other terms contained herein. Seller shall bear all risk of loss and damage to the Products with respect to any Products rejected by INOVIO or those for which INOVIO has revoked its acceptance from the time of such rejection or revocation.

**5. Invoicing; Payment.** Unless otherwise specified by INOVIO, Seller shall invoice INOVIO for Products or Services provided under this Order only after such Products or Services are received by INOVIO along with a current invoice. Final payment shall not be made by INOVIO until the Products or Service provided meet the requirements specified in this Order. Payment terms shall be net thirty (30) days after INOVIO’s receipt of the applicable invoice in connection with the applicable Order. Seller shall invoice INOVIO separately for each shipment of Products. Each invoice shall bear the number appearing on the face of this Order. Unless freight or other charges are itemized, any discount taken will be calculated on the full amount of the invoice.

**6. Termination for Convenience.** INOVIO may terminate this Order, in whole or in part, at any time for its convenience by written notice or oral notification subsequently confirmed in writing, to Seller. If INOVIO so terminates this Order, any resulting claim of Seller shall be settled on the basis of the reasonable costs Seller has actually incurred in the performance of this Order.

**7. Compliance with Laws.** Seller shall comply with all applicable federal, state and local laws and ordinances and all lawful orders, rules and regulations thereunder with respect to the manufacture, sale, delivery and distribution of Products and otherwise.

**8. Product Warranties.** In addition to all warranties, express or implied, established by statutes or common law, or elsewhere set forth in this Order, Seller makes the following express warranties, all of which shall survive any inspection, delivery, acceptance, payment or use by INOVIO or its customers of Products and extend to INOVIO’s successors, assigns, customers, and users of its Products:

(a) All Products delivered hereunder shall be free from defects in materials, workmanship and design (unless design was supplied by INOVIO), shall conform strictly to such

specifications, descriptions, drawings, or samples as INOVIO may have specified or furnished to Seller, are fit and safe for the intended purpose, and shall have been manufactured in accordance with all applicable laws and regulations.

**9. Changes.** INOVIO may, from time to time at its sole discretion, change the scope, quantity, testing, destination, specifications, designs, delivery schedules, and/or other particulars of this Order on at least 15 days notice to Seller. Seller shall notify INOVIO within 15 days after receiving such notice of any increases or decreases in costs caused by such changes, after which the parties shall use commercially reasonable efforts to equitably adjust the prices and/or other terms hereof by means of a written amendment to this Order. Seller may not make any substitutions or changes without INOVIO's prior approval. Seller shall notify INOVIO in writing of any changes to process and or Products. No claim will be allowed for extra labor or material above contract amounts unless INOVIO shall have ordered it in writing. Seller's acceptance of final payment on an invoice constitutes waiver of all Seller claims for extra work or materials furnished under such invoice.

**10. Indemnification.** Seller shall defend, indemnify, and hold harmless INOVIO, its officers, directors, shareholders, employees, licensees, agents, successors, assigns, and customers and users of Products, from and against any and all liabilities arising in connection with or resulting from any (i) alleged or actual infringement or contributory infringement of the proprietary rights of any third party by reason of the manufacture, sale or use of any Products (except to extent attributable to any INOVIO design or specifications), (ii) alleged or actual defect in any Product, whether latent or patent, and whether of design, warning or manufacture (except to extent attributable to any INOVIO design or specifications), (iii) alleged or actual failure of Products to include necessary safety features or otherwise conform to the requirements of any federal, state or local health or safety law, standard, regulation, or ordinance, when used in a manner and for a purpose intended by Seller, or (iv) breach by Seller of any of its representations, warranties, covenants, obligations, agreements or duties or negligence, recklessness or intentional misconduct. As promptly as practicable after learning of the occurrence of any event which may give rise to its rights under the provisions of this section, each indemnitee hereunder shall give written notice of such matter to Seller. Seller shall promptly notify the indemnitee of all developments in each matter which is subject to Seller's obligations under this section. Seller may not, without the prior written consent of the indemnitee, enter into any compromise or settlement of any such matter the terms of which (i) are not confidential, (ii) in any way admit the indemnitee's liability or (iii) require the indemnitee to take or refrain from taking any action or make any payment; and the indemnitee shall not be bound by any such compromise or settlement absent its prior consent. In any case in which Seller fails or refuses to assume the defense of any matter as to which its indemnity obligations apply (whether or not litigation has formally been instituted), the indemnitee may assume such defense,

and Seller shall be responsible for any compromise or settlement thereof reached by the indemnitee and all Liabilities attendant thereto.

**11. Force Majeure.** A party shall be excused from performing its obligations hereunder if its performance is delayed or prevented by any event beyond its reasonable control and without its fault or negligence, including, without limitation, acts of God, fire, explosion, weather, disease, war, insurrection, civil strife, riots, terrorism, unforeseeable government action, or power failure (a "Force Majeure Event"); provided, however, that performance shall be excused only to the extent of, and during, the disability. Any party seeking to excuse or delay performance under this provision shall notify the other party setting forth the nature and anticipated duration of the delay and shall use due diligence, where practicable, to minimize the effects of or end any such event so as to facilitate the resumption of full performance.

**12. Remedies.** INOVIO's remedies for breach of any obligation of Seller shall be cumulative, continuing and not exhausted by any one or more uses thereof, and exercisable at any time or from time to time, and in addition to all other rights or remedies available at law or in equity. INOVIO may change its election of any right or remedy at any time or from time to time. Seller may bring no action for any breach more than one year after such cause of action accrued.

**13. Confidentiality.** Seller shall keep this Order completely confidential and shall not use it for any purpose other than for performing its obligations hereunder. Seller may not use, reproduce, appropriate or disclose any material, tooling, drawing, design, formula, or other property or information furnished or obtained in connection with INOVIO's purchase(s).

**14. Controlling Law, Jurisdiction and Venue.** This Order shall be deemed to have been executed and delivered in San Diego, California. Accordingly, this Order and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the internal laws of the State of California, without giving effect to that jurisdiction's choice of law principles. The sole jurisdiction and venue of all legal proceedings for the resolution of disputes arising under or in connection with this Order shall be the Federal and State courts serving San Diego County, California, and Seller hereby submits to the jurisdiction of such courts.