ALLOGENE THERAPEUTICS
PURCHASE ORDER TERMS AND CONDITIONS

IF THE PARTIES HAVE ENTERED INTO A MASTER SERVICES AGREEMENT OR OTHER CONTRACT ("EXISTING AGREEMENT") THAT COVERS THE GOODS OR SERVICES THAT ARE THE SUBJECT OF THIS PURCHASE ORDER AND SUCH EXISTING AGREEMENT IS STILL IN EFFECT, SUCH EXISTING AGREEMENT SHALL GOVERN AND SUPERSEDE ANY SUCH CONFLICTING OR INCONSISTENT PROVISIONS OF THIS PURCHASE ORDER. IF THERE IS NO SUCH EXISTING AGREEMENT, THEN THE TERMS AND CONDITIONS SET OUT BELOW SHALL APPLY TO THIS PURCHASE ORDER.

1. ACCEPTANCE: Supplier has read and understands this purchase order terms and conditions (this "order") and agrees that Supplier's written acceptance, delivery of any product or commencement of any work or service under this order shall constitute Supplier's acceptance of these terms and conditions. All terms and conditions proposed by Supplier which are different from or in addition to this order are expressly rejected by Allogene Therapeutics, Inc. (the "Buyer") and shall not become a part of this order unless through an amendment signed by both Parties that specifically states that the terms of this order with specific reference to the goods and/or services provided hereunder are being superseded. Any modifications to this order shall be made in accordance with Paragraph 31. Buyer is not obligated to purchase the goods or services exclusively from Supplier except as expressly set forth in this order. No licenses, expressed or implied, under any patents are granted by Buyer to Supplier under this order.

2. PRICES: The prices for all goods and services purchased under this order shall be as agreed and set out in this order and shall include all taxes and import and export duties of whatever nature, except goods and services taxes which may be due. If any such taxes are applicable, these will be added to the prices, as applicable, and stated as a separate item on each invoice with every order. Supplier is solely responsible for all penalties, interest, additional taxes or other charges that are demanded from, levied or assessed against Buyer as a result of any delay or failure by Supplier to pay a tax, file a return or provide information required by law or this order.

3. SHIPPING AND BILLING: Unless otherwise specified, when the price of this order is based on the weight of the ordered goods, such price is to cover only the net weight of material ordered, and no charges will be allowed for packing, handling, transportation, storage or other packing requirements. Supplier agrees to: (a) properly pack, mark and ship goods in accordance with good commercial practices consistent with the requirements of Buyer and carriers in a manner to secure the lowest transportation cost; (b) route shipments in accordance with instructions from Buyer; (c) make no charge for handling, packaging, storage or transportation of goods unless otherwise stated in this order; (d) provide with each shipment itemized packing slips with Buyer's order number marked therein, along with all pertinent material safety data sheets; (e) properly mark each package with the order number; and (f) promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Supplier will mark all containers with necessary lifting, handling, and shipping information and with purchase order numbers, date of shipment, and the names of the consignee and consignor. Supplier will include on bills of lading or other shipping receipts identification of the goods shipped in accordance with Buyer's instructions and any carrier requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices shall be sufficient to enable Buyer to easily identify the goods purchased. Supplier shall invoice Buyer only upon Buyer's notification of acceptance of Supplier's goods and services and such invoices shall be payable 45 days after receipt. Supplier shall provide invoices in duplicate form and including the following information: purchase order number, the item number, description of item, size of item, quantity of item, unit prices, any applicable tax, extended totals, and any other information specified elsewhere herein.

4. DELIVERY: Deliveries shall be made in quantities and at times specified by Buyer in writing. It is understood and agreed that time is of the essence for this order because the goods or services ordered herein are needed for products of Buyer that may have a very short, carefully timed market life and the failure of Supplier to deliver on the due date could cause Buyer's products to be unmarketable. Supplier must immediately notify Buyer of any actual or anticipated delay in shipment or delivery and take all reasonable steps to meet the delivery date(s), including the use of premium transportation if necessary, at no additional cost to Buyer. Buyer shall not be required to make payment for goods delivered to Buyer which are in excess of quantities specified by Buyer. Return shipping charges for excess quantities will be at Supplier's expense. Buyer shall have the right to reject goods delivered on a schedule other than that instructed by Buyer.

5. TRANSFER OF MATERIAL: Transfers of any materials pursuant to the order by either Party shall be in compliance with all local, State and Federal laws and regulations. In the event Buyer transfers material to Supplier in connection with this order ("Allogene Material"), Supplier agrees that the Allogene Material may be used only by Supplier to fulfill its obligations under this order and for no other purpose. Supplier shall not attempt to reverse engineer, deconstruct or in any way determine the structure or composition of the Allogene Material. Supplier agrees that the Allogene Material will not be used in humans, including for diagnostic testing, or in animals intended for food use. Supplier accepts the Allogene Material with the understanding that the hazardous and toxicological properties of the Allogene Material may have not been completely investigated and the Allogene Material should be handled with care. Supplier agrees not to transfer Allogene Material to any affiliate or to any third party without Buyer's prior written consent. Any unused Allogene Material shall be returned to Buyer or otherwise disposed of in accordance with instructions from Buyer promptly upon completion or early termination of the applicable order. The Allogene Material transferred to Supplier hereunder shall remain the property of Buyer and no derivative materials may be produced from the Allogene Material. Any improvement, modification, enhancement or adaptation to or of the Allogene Material, whether patentable or not, arising from or in connection with this order will remain the property of Buyer. All intellectual property rights pertaining to improvements belong to Buyer. Delivery of the Allogene Material shall be arranged by Buyer. Supplier shall promptly notify Buyer when the Allogene Material has been received and forward to Buyer any applicable documentation reasonably requested by Buyer. As required, Supplier shall be responsible for import clearance (including preparing any necessary documentation with respect thereto) and making entry of shipment. Supplier shall provide the relevant shipping documentation, pro forma invoice, and airway bill, together with such other documentation necessary for the use, handling, transfer and/or storage of the Allogene Material.

6. CHANGES TO ORDER: Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments under this order, neither of which shall entitle Supplier to a modification of the price for goods or services covered by this order. Buyer reserves the right at any time to direct other changes or cause Supplier to make other changes to this order, and Supplier agrees to promptly make such changes, provided that any difference in price or time for performance resulting from such changes shall be equitably adjusted by mutual agreement between Buyer and Supplier. Any change to the terms and conditions of this purchase order shall only be made in accordance with Paragraph 31.

7. NONCONFORMING GOODS: Buyer may inspect or test the goods at all reasonable times or places prior to final acceptance, at no additional cost to Buyer. Buyer's failure to exercise this right does not relieve Supplier of its obligation to furnish conforming goods and imposes no liability on Buyer. To the extent Buyer rejects goods as nonconforming with the order, the quantities under this order will automatically be reduced unless Buyer otherwise notifies Supplier. Supplier will not replace quantities so reduced without a new order from Buyer. Nonconforming goods will be held by Buyer for disposition in accordance with Supplier's instructions at Supplier's risk. Supplier's failure to provide written instructions within ten (10) days after Buyer's issuance of notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Supplier for storage and handling or to dispose of the goods, without liability to Supplier.

8. FORCE MAJEURE: Any delay or failure of either party to perform its obligations hereunder shall be excused if and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within five (5) days. During the period of such delay or failure to perform by Supplier, Buyer, at its option, may purchase goods from other sources and reduce its order from Supplier by such quantities, without liability to Supplier. If requested by Buyer, Supplier shall, within five (5) days of such request, provide adequate assurances that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Supplier does not provide adequate assurance that the delay will cease within such period, Buyer may immediately cancel the order without liability.

9. WARRANTY: Supplier expressly warrants that all goods or services covered by this order will (a) conform to the specifications, drawings, samples, and descriptions furnished by Buyer, (b) be free from defects in workmanship, material, and manufacture, (c) where design is Supplier's responsibility, be free from defects in design, (d) comply with all applicable laws and regulations, (e) be covered under standard warranty provided by Supplier for such goods or services for repair and replacement, if any, (f) be free and clear of liens and other interests of Supplier and third parties, and (g) not infringe the patents, trademarks, copyrights, design rights or other rights of any third party. Supplier further warrants that all goods purchased hereunder will be of merchantable quality and will be fit for the purposes intended by Buyer. The forgoing warranties constitute conditions to the purchase order. They are in addition to all other warranties, whether express or implied, and will survive any delivery, inspection, acceptance or payment by Buyer. All warranties run to the benefit of Buyer and its customers. Buyer's approval of Supplier's materials or design will not relieve Supplier of any warranties. If any goods delivered do not meet the warranties specified herein or otherwise applicable, Buyer may, at its option, (i) require Supplier to correct any defective or nonconforming goods by repair or replacement at no cost to Buyer, or (ii) return such defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the order price thereof, or (iii) correct the defective or nonconforming goods itself and charge Supplier with the cost of such correction. This warranty is not sole or exclusive and is in addition to any other express or implied warranties set forth in this order or provided by law.

10. DRUG SAFETY REPORTING: If the goods or services supplied under this order involve interactions with Buyer's customers or patients and may result in or solicit safety information relating to Buyer's products then the Supplier must provide to Buyer all information related to the safety, safe handling, environmental impact and disposal of the goods or services including, without limitation, safety data sheets. Supplier shall promptly deliver to Buyer any updates or amendments to the information, including those made to address the United Nations Globally Harmonized System of Classification and Labeling of Chemicals' requirements, provided pursuant to this Section and any new information relating to the safety, safe handling, environmental impact or disposal of the goods or services.

11. INSOLVENCY: Buyer may immediately cancel this order without liability to Supplier in the event of the happening of any of the following: (a) insolvency of the Supplier; (b) filing of a voluntary petition in bankruptcy/insolvency by Supplier; (c) filing of any involuntary petition in bankruptcy/insolvency against Supplier; (d) appointment of a receiver or trustee for Supplier; or (e) execution of an assignment for the benefit of creditors by Supplier, provided that such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such event.

12. CANCELLATION FOR BREACH: Buyer reserves the right to cancel all or any part of this order, without liability, if, in Buyer's good faith opinion, Supplier: (a) repudiates or breaches any of the terms of this order; (b) fails to perform services or deliver goods as provided in this order and does not correct such failure or breach within ten (10) days after receipt of written notice from Buyer; or (c) fails to make progress under this order as to endanger performance in accordance with its terms. If this purchase order is cancelled for Supplier's default, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar or substantially similar to those cancelled. Supplier will then be liable to Buyer for any excess costs occasioned thereby. Supplier shall refund any pre-payment not fully applicable to goods retained by Buyer.

13. TERMINATION FOR CONVENIENCE: Buyer may terminate this order, in whole or in part, at any time for its convenience by notice to Supplier in writing. Supplier's sole compensation for such termination shall be payment by Buyer of the percentage of the total order price corresponding to the proportion of the work completed in filling the order prior to such notice, plus any reasonable actual expenses incurred by Supplier in performance of this order prior to notice of termination, based on substantiating documentation provided to Buyer. Such termination claim must be submitted to Buyer within sixty (60) days of the date of termination and shall be subject to audit by Buyer. Upon any termination under this Paragraph 13, title to all equipment, materials, work-in-progress, finished products, plans, drawings, specifications and information, special tooling, and any other items for which Supplier may submit a claim shall vest in Buyer, and Supplier shall promptly deliver these items to Buyer and take all necessary action to protect such property prior to such delivery. In no event is Buyer liable to Supplier for any direct, indirect, special or consequential damages, lost profits, penalties or costs arising out of any termination.

14. OWNERSHIP: Supplier acknowledges and agrees that all right, title and interest in and to any work product, including, but not limited to, any reports, drawings, photographs, data and specifications, whether stored electronically, on paper, computer disks or otherwise, software programs, derivative works, discovery, invention, patent, know-how or improvement (together, the "Work Product") which may be conceived, created or developed as a result of or in connection with the services shall be the sole property of Buyer, whether the services to be performed are completed or not. Supplier hereby irrevocably grants and assigns to Buyer all of Supplier's right, title and interest in the Work Product, including, without limitation, all patents, copyrights, trade secret rights and other proprietary rights. All Work Product and any reproductions thereof shall be surrendered to Buyer by Supplier upon completion of the related portions of services or termination of this order, whichever occurs first. All Work Product may be used by Buyer without restriction and may not be used by Supplier or its subsidiaries or its subcontracts, if any, without Buyer's prior written consent.

15. INTELLECTUAL PROPERTY: Supplier agrees: (a) to defend, hold harmless and indemnify Buyer, its employees, agents, affiliates and customers against all claims, demands, losses, suits, damages, liability and expenses (including reasonable legal fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any patent, trademark, copyright or design right by reason of the manufacture, use, import or sale of the goods or services ordered or for actual or alleged misuse or misappropriation of any proprietary know-how or trade secret resulting directly or indirectly from Supplier's actions; and (b) to waive any claim against Buyer, including any hold harmless or similar claim, in any way related to claims asserted against Supplier or Buyer for patent, trademark, copyright or design right infringement or the like. Supplier hereby waives and shall procure the waiver by its employees, subcontractors and agents of any moral rights which may exist in the goods or services under this order.

16. INDEMNIFICATION: Supplier shall indemnify and hold Buyer harmless from and against any liability, loss, claims, suits, demands, damages or expenses (including reasonable legal fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Supplier's performance of work or use of Buyer's property or Supplier's negligence or willful misconduct, except for any such liability, claim, suit or demand arising out of the sole negligence of Buyer. Supplier agrees to indemnify Buyer against any and all liability and expense resulting from any alleged defect in the goods, whether latent or patent, including allegedly improper construction and design, or from the failure of the goods to comply with specifications. Supplier warrants that there are no liabilities for royalties, mechanics liens or other encumbrances on the goods supplied and agrees to indemnify Buyer against any such liabilities. The indemnification provisions in this Paragraph and elsewhere herein are in addition to all other rights of indemnification of Buyer against Supplier.

17. INSURANCE: Supplier shall maintain, at its sole cost and expense, and shall cause its subcontractors to maintain adequate insurance coverage, including comprehensive Commercial General Liability (including contractual liability coverage insuring the liabilities assumed in this order), Employer's Liability, and Workmen's Compensation Insurance (as applicable) with limits as reasonably required by Buyer and as required by applicable law. In the event that any of the required policies of insurance are written on a claims-made basis, then such policies shall be maintained during the entire term of this order and for a period of not less than five (5) years following the termination, expiration or completion of this order. All policies shall be issued by one or more insurance companies with an A.M. Best's rating of Class A-:V (or its equivalent) status, as rated in the most recent edition of A.M. Best's Insurance reports. Supplier shall furnish Buyer with certificates of insurance annually evidencing the policies above, and shall provide that the foregoing policies shall not be cancelled, terminated or materially altered without thirty (30) days' prior written notice to Buyer.

18. REMEDIES: The rights and remedies reserved to Buyer in this order shall be cumulative, and in addition to all other or further remedies provided in law or equity.

19. CONFIDENTIAL INFORMATION: Supplier shall not, without first obtaining the written consent of Buyer, in any manner disclose or publish the fact that Supplier has contracted to furnish Buyer the goods or services herein ordered or use any trademarks or trade names of Buyer in Supplier's advertising or promotional materials. In connection with this order, Buyer may disclose to Supplier, through observation or otherwise, Confidential Information (as defined below). During the term of this order and for a period of five years thereafter, Supplier (i) may not disclose Confidential Information to anyone not subject to this Paragraph without the prior written approval of Buyer; (ii) must restrict its use of Confidential Information to the intended purpose of this order; and (iii) must limit dissemination of Confidential Information within its own organization to only those individuals who require disclosure for performance of their duties and who clearly understand the requirements of this Paragraph. The phrase "Confidential Information" shall mean all information concerning Buyer unless specifically identified as "non confidential," including, but not limited to, all of Buyer's confidential or proprietary information, trade secrets, data, know-how, formulas, designs, drawings, photographs, documentation, forms of software or electronic media, equipment, processes, ideas, methods, concepts, facilities, construction plans and specifications, research, development, and business and financial information. At Buyer's request, all tangible Confidential Information possessed by Supplier, including, but not limited to, all copies, translations, interpretations and adaptations thereof must be returned immediately to Buyer. In the event Supplier becomes legally compelled to disclose any Confidential Information, it shall provide Buyer an opportunity to obtain a protective order or such other appropriate remedy, and shall obtain reliable assurances that such information will be accorded confidential treatment.

20. COMPLIANCE WITH LAWS: Supplier agrees to comply with all laws, executive orders, rules, regulations, ordinances and industry guidelines which may be applicable to Supplier's performance of its obligations under this order and agrees to hold Buyer harmless from all liability resulting from failure of such compliance. Supplier agrees to exercise responsible and ethical practices to maintain compliance in accordance with Allogene's policies as described on Allogene's website at https://ir.allogene.com/documents-and-charters, as applicable.

21. GOVERNMENT CONTRACTS. If this order is issued for any purpose that is either directly or indirectly connected with the performance of a prime contract with the government or a subcontract thereunder, the terms that the appropriate regulations require to be inserted in contracts or subcontracts will be deemed to apply to this order.

22. AUDIT. Supplier will permit Buyer's representatives (unless such representatives are competitors of Supplier) to examine or audit any facility of Supplier and to data and records under this order. This audit and/or inspection will be pre-arranged by reasonable advanced notice to Supplier and mutual acceptance by the parties of the dates and times during regular business hours

and will be reasonable in scope and duration and shall not interfere with the conduct of Supplier's business. All information disclosed or ascertained by Buyer in connection with any audit or examination will be deemed to constitute Confidential Information, and Buyer will not disclose to any third party or use such information for any other purpose.

23. RISK OF LOSS OR DAMAGE. Notwithstanding any prior inspections and irrespective of the delivery point named herein, Supplier will bear all risk of loss, damage or destruction to the ordered goods until final acceptance of the goods by Buyer at destination. Supplier will bear the same risk with respect to any goods rejected by Buyer.

24. NO IMPLIED WAIVER: The failure of either party at any time to require performance by the other party of any provision of this order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this order constitute a waiver of any succeeding breach of the same or any other provision.

25. NO ASSIGNMENT: Supplier may not assign or delegate its obligations under this order without Buyer's prior written consent. Buyer may assign this order at any time to any subsidiary or affiliate of Buyer or to any entity in connection with a sale of Buyer's assets or a transfer of its obligations.

26. RELATIONSHIP OF PARTIES: Supplier and Buyer are independent contracting parties and nothing in this order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Supplier is not eligible for benefits that may be provided to Buyer's common law employees, including, but not limited to vacation, health insurance, retirement and savings plan, stock plans and bonuses. Supplier is solely responsible for the conduct of its employees, agents and subcontractors at all times and must comply with all social security, workers' compensation, unemployment and disability insurance requirements and withholdings, and any other applicable federal, state and local laws, rules and regulations, including the procurement of permits and licenses when requested.

27. GRATUITIES: Supplier or Supplier's representatives may not offer or give to an agent, officer, official or employee of Buyer, any gift, entertainment, payment, loan or other gratuity which, in Buyer's sole discretion, is given to influence the award of an order or obtain favorable treatment under an order. Violation of this Paragraph will be considered by Buyer to be material breach of this order, which may justify termination or cancellation of this order.

28. ANTICORRUPTION: Supplier shall perform its activities under this order in compliance with all applicable anticorruption laws, rules or regulations, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended and the UK Bribery Act 2010 (collectively, "Anticorruption Laws"). Supplier will not, and will ensure that its affiliates and its and their respective employees, directors, officers, agents or other persons acting on its and their behalf (collectively, the "Supplier Representatives") do not make any payment, contribution or gift to any government official, hospital, medical insurance company or similar provider, organization, customer or other person (including, without limitation, any payoff, influence payment, bribe, rebate or kickback) for the purpose of favorable treatment in securing or maintaining business or any other special concession. Supplier warrants that Supplier and Supplier Representatives have conducted their businesses in compliance with all Anticorruption Laws and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith. Supplier will provide Allogene with written certification of its compliance with this Paragraph from time to time as requested by Allogene.

29. GOVERNING LAW: This order shall be interpreted and enforced in accordance with the laws of the country in which the Buyer is based, regardless of any choice of law principles. The parties will submit any dispute or claim arising under this order to the exclusive jurisdiction of the courts located in the country in which the Buyer is based, and the parties hereby submit to, and waive any objection to, personal jurisdiction and venue in such courts for such purpose. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this transaction.

30. SEVERABILITY: If any term of this order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed modified or deleted, but only to the extent necessary to comply with such statue, regulation, ordinance, order or rule, and the remaining provisions of this order shall remain in full force and effect.

31. ENTIRE AGREEMENT; AMENDMENTS: This order, together with the attachments, exhibits, or supplements specifically referenced in this order, constitutes the entire agreement between Supplier and Buyer with respect to the subject matter contained herein and supersedes all prior oral or written inquiries, proposals, representations, negotiations, commitments and agreements pertaining to the subject matter herein. This order may only be modified, or any provision herein waived, by an amendment signed by both parties. Any rights or obligations, which by their nature are intended to survive termination of this order, shall survive such termination, including, but not limited to, paragraphs 5, 7, 9, 14, 15, 16, 17, 18, 19, 20, and 29.