MATERIALS DEPOSIT AND
TRANSFER AGREEMENT

THIS MATERIAL DEPOSITORY AND TRANSFER AGREEMENT ("*Agreement*") is effective as of _____(the "***Effective Date***"), by and between _____, ("**Provider**") having an address at _____, and **GENSCRIPT USA Inc.**, a Delaware corporation under the laws of **New Jersey** with its principal place of business at **860 Centennial Avenue, Piscataway, New Jersey 08854** ("**GenScript**"). Provider and GenScript are hereinafter referred collectively as the "Parties" and individually as the "Party" .

WHEREAS, scientists, professors and other personnel affiliated with research, academic institutions and other organizations, from time to time, facilitate scientific research by sharing biological materials with one another for scientific verification and other research purposes; and

WHEREAS, the Parties hereto desire to set forth terms and conditions relating to the transfer and receipt of materials to scientists and their affiliated organizations; and

WHEREAS, Provider is willing to share biological materials, and GenScript wishes to accept and distribute them to the scientific community for the purpose of facilitating biological research.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereby agree as follows:

SECTION 1. DEPOSITING MATERIAL

1.1 DEPOSITS: During the term of this Agreement, Provider may, but is not obligated to, deposit biological materials ("Deposited Materials") with GenScript, that shall be received, stored, replicated, and distributed by GenScript, upon and subject to the terms and conditions of this Agreement and Uniform Biological Material Transfer Agreement ("UBMTA"). Deposited Materials may be submitted by researchers affiliated with Provider in accordance with Exhibit B ("Deposit Letter").

1.2 RIGHT TO WITHDRAW: Unless and to the extent otherwise specified in this Agreement, Provider retains all rights in the Deposited Materials. Upon written notice from Provider, GenScript shall promptly remove the materials from GenScript' s distribution catalog.

SECTION 2. DISTRIBUTION

2.1 LICENSE GRANT: Provider hereby grants to GenScript a non-exclusive, non-transferable, royalty-free license to use, store, cultivate, amplify, replicate, test, sequence and distribute Deposited Materials solely for the purposes contemplated in this Agreement. The license does not include the right to grant sublicenses, unless allowed by Provider pursuant to a separate written agreement.

2.2 GenScript DISTRIBUTION: Provider hereby agrees and consents to the distribution of Deposited Material by GenScript to any academic institution or non-profit research organization ("Recipient") provided that:

- The Recipient agrees in respect of the Deposited Materials to be bound by the terms of the UBMTA;

- The Recipient acknowledges to GenScript that the Deposited Material will be used solely for non-commercial research or academic purposes (as defined by the UBMTA).

2.3 GenScript RIGHT OF AUTHORITY:

GenScript shall have the right to transfer Deposited Materials to couriers, agents, distributors or other third-party intermediaries in order to deliver the Deposited Materials to Recipient.

2.4 RIGHT TO WITHHOLD DISTRIBUTION: GenScript reserves the right to withhold distribution of Material to Recipient, Recipient Scientist, or any other third party, if such party is not in compliance with the terms of the UBMTA.

2.5 DUTIES OF GENSCRIPT: GenScript shall hold and safeguard the Materials provided to it hereunder during the term of this Agreement, and shall treat such Material in accordance to the terms of this Agreement, and shall hold and transfer the Material only in accordance with the terms hereof.

SECTION 3. LIABILITY

3.1 GENSCRIPT INDEMNIFICATION: GenScript shall indemnify and hold harmless Provider, its trustees, officers, directors, employees, and agents from and against any loss, damage, cost or expense (including reasonable attorneys' fees) arising out of (1) GenScript' s receipt, storage, replication or distribution of Deposited Materials; (2) GenScript' s breach of any material term of this Agreement; and (3) any third party claim of damage, injury, death or

consequence related to the Materials as a result of GenScript' s gross negligence or misconduct or as a result of GenScript' s modification or contamination of Deposited Materials.

3.2 PROVIDER INDEMNIFICATION: Provider shall indemnify and hold harmless GenScript, its successors and their respective officers, directors, employees, members, and agents from and against any loss, damage, cost or expense (including reasonable attorneys' fees) to the extent such claims arise out of Provider' s breach of any material term of this Agreement.

SECTION 4. ACKNOWLEDGEMENTS AND WARRANTIES

4.1 AUTHORIZED GRANT: Provider avers, that nothing has come to its attention that may impair its right to deposit Material to GenScript for the purposes contemplated in.

4.2 EXPERIMENTAL MATERIALS: The Parties agree that any Material deposited and distributed pursuant to this Agreement is/are understood to be experimental in nature and may have hazardous properties. Provider agrees that it shall not deposit any material with GenScript that requiring BL3 or BL4 safety regulations or pathogen/toxic sequences in ECCN 1C351, 1C353 and 1C354, and acknowledges that GenScript is relying on Provider' s representation to this effect.

4.3 DISCLAIMER OF WARRANTIES: NEITHER PARTY MAKES ANY REPRESENTATIONS NOR EXTENDS ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY

RIGHTS, VALIDITY, ENFORCEABILITY AND SCOPE OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, WHETHER ISUSED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.

IN NO EVENT SHALL EITHER PARTY, ITS AGENTS, AND ITS SUCCESORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR LOST PROFITS, REGARDLESS OF WHETHER THE PARTY WAS ADVISED, HAD REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF THE FOREGOING.

4.4 CONFIDENTIALITY CLAUSE: Both Provider and GenScript agree to protect the privacy of personal information according to applicable laws and regulations.

4.5 COST: The Deposited Material is provided at no cost, or with an optional transmittal fee solely to reimburse Provider or GenScript for its preparation and distribution costs. GenScript shall not charge any additional fee for the Deposited Material itself.

SECTION 5. TERMINATION

5.1 TERMINATION: This Agreement shall be terminated by either Party upon thirty (30) days' prior written notice to the other Party. In the event that GenScript is threatened with or becomes subject to any lawsuit with respect to Deposited Material, GenScript shall have the right to immediately cease distribution of the Material. The Parties may extend this Agreement upon mutual written agreement.

5.2 EFFECTS OF TERMINATION: At the time of termination, GenScript shall (a) return all Deposited Materials to Provider or certify as to its proper disposal and (b) provide all records, in electronic form, of Material transferred under this Agreement. GenScript shall have the right to keep one copy of such records.

SECTION 6. NOTICES

6.1 NOTICES: Any notice given hereunder shall be in writing and shall be deemed effective upon the earlier of personal delivery, receipt of electronic mail, receipt from an internationally recognized overnight courier, with all fees prepaid, or the third day after mailing by certified or registered mail, postage prepaid, to the addresses set forth below or to such other address as a Party may have furnished in writing to the other Party in the manner provided above.

6.2 PARTY CONTACTS:

Provider Organization:	**GENSCRIPT USA Inc.**
Address:	860 Centennial Ave, Piscataway, NJ08854, USA
Email:	plasmid@genscript.com

SECTION 7. GENERAL

7.1 USE OF NAME: Neither Party shall use the name of the other Party or of any staff member, officer, employee or student of the other Party or any adaptation thereof in any advertising, promotional or sales literature, publicity or in any document without the prior written consent of the Party and the individual whose name is to be used. Notwithstanding the above, both GenScript and Provider shall have the right to make factual statements identifying Provider Scientist and Provider as the depositors of Material in GenScript' s catalogs, website and other materials that list or identify materials available from GenScript.

7.2 COUNTERPARTS: The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by a method described above is as effective as executing and delivering this Agreement in the presence of the other Party to this Agreement. In proving this Agreement, a Party must produce or account only for the executed counterpart of the Party to be charged.

7.3 ENTIRE AGREEMENT: This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the Parties are expressly merged into and superseded by this Agreement. The provisions of this

Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, nor agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated herein.

7.4 NO ORAL AMENDMENTS OR WAIVERS: The Parties may not amend, modify or waive this Agreement or any of its provisions except pursuant to a written instrument executed by both Parties. Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

7.5 COMPLIANCE WITH LAWS: The Parties shall comply, in all material respects, with all provisions of all applicable federal, state and local laws and regulations and shall obtain all material permits and licenses required thereby.

7.6 SEVERABILITY: If any provision of this Agreement or its application to any Party or circumstance is held invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application of that provision to the other Party or to other circumstances is not affected and is to be enforced to the fullest extent permitted by applicable law.

Section 8. APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of Provider’s state/country, without regard to conflict of laws rules. The Parties consent to the exclusive

jurisdiction of the state or federal courts located in the State/Country of the Provider for any dispute arising out of, or in any way relating to, the Agreement.

IN WITNESS WHEREOF, Provider and GenScript, intending to be legally bound, have caused this Agreement to be executed by their respective duly authorized representatives.

PROVIDER AUTHORIZED REPRESENTATIVE:	**GENSCRIPT USA Inc.:**
By: _____	By: Eric Wang
Signature: _____	Signature:
Title: _____	Title: Vice President of Marketing
Date: _____	Date: _____

The Uniform Biological Material Transfer Agreement

March 8, 1995

I. Definitions:

1. PROVIDER: Organization providing the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.

2. PROVIDER SCIENTIST: The name and address of this party will be specified in an implementing letter.

3. RECIPIENT: Organization receiving the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.

4. RECIPIENT SCIENTIST: The name and address of this party will be specified in an implementing letter.

5. ORIGINAL MATERIAL: The description of the material being transferred will be specified in an implementing letter.

6. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.

7. PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.

8. UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the

ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.

9. MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.

10. COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.

11. NONPROFIT ORGANIZATION(S): A university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute. As used herein, the term also includes government agencies.

II. Terms and Conditions of this Agreement:

1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.

2. The RECIPIENT retains ownership of: (a) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL,

PROGENY, UNMODIFIED DERIVATIVES). If either 2 (a) or 2 (b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated.

3. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:

(a) is to be used solely for teaching and academic research purposes;

(b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER;

(c) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision; and

(d) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.

4. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agrees to make the MATERIAL available, under a separate implementing letter to this Agreement or other agreement having terms consistent with the terms of this Agreement, to other scientists (at least those at NONPROFIT ORGANIZATION(S)) who wish to replicate the RECIPIENT SCIENTIST's research; provided that such other scientists reimburse the PROVIDER for any costs relating to the preparation and distribution of the MATERIAL.

5.

(a) The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFICATIONS.

(b) Under a separate implementing letter to this Agreement (or an agreement at least as protective of the PROVIDER's rights), the RECIPIENT may distribute MODIFICATIONS to NONPROFIT ORGANIZATION(S) for research and teaching purposes only.

(c) Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by the RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the RECIPIENT from granting commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.

6. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES.

7. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government.

8. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to notify the PROVIDER upon filing a

patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL.

9. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

10. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.

11. This agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications.

12. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.

13. This Agreement will terminate on the earliest of the following dates: (a) when the MATERIAL becomes generally available from third parties, for example, though reagent catalogs or public depositories or (b) on completion of the RECIPIENT's current research with the MATERIAL, or (c) on thirty (30) days written notice by either party to the other, or (d) on the date specified in an implementing letter, provided that:

(i) if termination should occur under 13(a), the RECIPIENT shall be bound to the PROVIDER by the least restrictive terms applicable to the MATERIAL obtained from the then-available resources; and

(ii) if termination should occur under 13(b) or (d) above, the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS;

and

(iii) in the event the PROVIDER terminates this Agreement under 13(c) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the PROVIDER will defer the effective date of termination for a period of up to one year, upon request from the RECIPIENT, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS.

14. Paragraphs 6, 9, and 10 shall survive termination.

15. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested by the PROVIDER, the amount will be indicated in an implementing letter.