

Material Transfer Agreement

between EVERCYTE and a Not-For-Profit-Organization

Cell Line(s) for Research and Development Purposes

This Material Transfer Agreement (“MTA”) is between

Licensee, as defined in the EVERCYTE Quote, and its Principal Investigator (“Principal Investigator”), hereafter together referred to as “LICENSEE”,

and

Evercyte GmbH, Leberstraße 20, 1110 Vienna, Austria (hereafter referred to as “EVERCYTE”).

This MTA is effective as of the Effective Date, which is the subsequent month of the delivery of Biological Material(s) and governs the license and use of all Biological Material under the terms and conditions set forth below.

1. Definitions

- **“Biological Material”** shall mean material as documented in the EVERCYTE Quote and Modification(s) and any Unmodified Derivatives thereof.
- **“Commercial Use”** means the sale, license, lease, export, transfer or other distribution of the Biological Materials to a person or entity not party to this MTA for financial gain or other commercial purposes and/or the use of the Biological Material:
 - a. to provide a service to a person or entity not party to this MTA for financial gain;
 - b. to produce or manufacture products for general sale or products for use in the manufacture of products ultimately intended for general sale.
- **“EVERCYTE Quote”** means an order submitted for Biological Material in a form and format as defined by EVERCYTE.
- **“License Term”** means an unlimited period beginning with the subsequent month of the delivery of Biological Material.

The License Term shall end if, either

 - a. LICENSEE terminates this MTA by giving one-month prior written notice to EVERCYTE; or
 - b. EVERCYTE terminates this MTA by giving written notice to LICENSEE within 7 days in case of breach of this MTA, including but not limited to any breach of the scope of use provisions of this MTA. In addition, EVERCYTE may immediately be entitled to seek temporary restraining orders and other preliminary or permanent injunctive relief.
- **“Modification(s)”** mean substances created by LICENSEE that constitute a modified functional sub-unit or product changed in form or character and expressed by the Biological Material provided by EVERCYTE. Modifications include, but are not limited to, genetic engineering of cells to resemble disease models or for production of recombinant proteins, loading of cells with protein, lipids or mRNA, or modification of products of the cells (e.g. loading of extracellular vesicles with active pharmaceutical ingredients).
- **“Principal Investigator”** means the LICENSEE’s principal scientist or researcher using the Biological Material(s).

- **“Third Party”** means any person or entity other than EVERCYTE and LICENSEE and their affiliates.
- **“Unmodified Derivative(s)”** mean substances created by LICENSEE that constitute an unmodified functional sub-unit or product not changed in form or character and expressed by the Biological Material provided by EVERCYTE. Unmodified Derivatives include, but are not limited to, subclones of unmodified cell lines, purified or fractionated subsets of materials provided by EVERCYTE, extracellular vesicles (EVs) secreted from Biological Material, antibodies or any fragments thereof.

2. Scope of Use

- 2.1 Subject to the terms of this MTA, Principal Investigator may use the Biological Material during the License Term for the use of Biological Material for non-exclusive research and development purposes, including EV-testing and production of any kind of cell-derived products (e.g. EV's, RNA, proteins, etc.), excluding the production of material for clinical application or clinical grade material, in one Principal Investigator's laboratory only.
- 2.2 Biological Material is not intended for use in humans. LICENSEE agrees that Biological Material designated as biosafety greater than 1 constitute known pathogens and that Biological Material not designated this way may be pathogenic under certain conditions. LICENSEE assumes all risk and responsibility in connection with the receipt, handling, storage, disposal, transfer and LICENSEE's use of the Biological Material including without limitation taking all appropriate safety and handling precautions to minimize health or environmental risk.
- 2.3 LICENSEE shall not distribute, sell, lend or otherwise transfer, to a person other than the Principal Investigator, or entity not party to this MTA, the Biological Material, as defined above, for any reason, without EVERCYTE's prior written consent. LICENSEE may not transfer the Biological Material to any Third Parties. LICENSEE agrees that any investigator other than the Principal Investigator utilizing the Biological Material will be required to obtain a separate license. Any licensing of Modifications requires additional rights from EVERCYTE.
- 2.4 Any Commercial Use of the Biological Material is strictly prohibited without EVERCYTE's prior written consent.
- 2.5 Upon termination or expiration of this MTA LICENSEE shall stop to use the Biological Material and LICENSEE shall confirm in writing by authorized persons the destruction of remaining Biological Material(s) in Principal Investigator's laboratory. The Certificate of Destruction is available online (<http://www.evercyte.com/certificate-of-destruction>) or upon request.

3. Compliance with Laws

LICENSEE agrees that any activity undertaken with the Biological Material will be conducted in compliance with all applicable guidelines, laws and regulations, and that LICENSEE will obtain all permits, licenses or other approvals required by any governmental authority in connection with LICENSEE's receipt, handling, storage, disposal, transfer and use of Biological Material. Without limiting the generality of the foregoing, any shipment of Biological Material to countries outside of Austria must comply with all applicable foreign and Austrian laws. If there is any conflict between the terms of this MTA and any applicable law or regulation with respect to Biological Material that are supplied hereunder by EVERCYTE, the terms of the applicable law or regulation shall govern.

4. Intellectual Property; Identification

- 4.1 As between the parties, EVERCYTE shall retain ownership of all right, title and interest in the Biological Materials, Unmodified Derivatives and Biological Materials contained or incorporated in Modifications.
- 4.2 Notwithstanding the foregoing, LICENSEE acknowledges and agrees that the Biological Material is subject to the restrictions noted in the "Scope of Use" section above. LICENSEE agrees to acknowledge EVERCYTE as the source of the Biological Material in all research, academic or scholarly publications and in patent applications that reference the Biological Material. LICENSEE explicitly acknowledges that EVERCYTE retains all right, title and interest in the EVERCYTE trademarks, trade-names, logos and EVERCYTE specific designations of the Biological Material. LICENSEE expressly agrees not to use the EVERCYTE trademarks, trade-names, logos or EVERCYTE specific designations of the Biological Material in any way without EVERCYTE's prior written agreement.
- 4.3 To the best of its knowledge, EVERCYTE is not aware of any possible existence of Third Party intellectual property rights or licenses which might be infringed as a consequence of granting this license under this MTA, and EVERCYTE shall not be held liable for any loss or damages in that respect.

5. Miscellaneous

- 5.1 LICENSEE may not assign or otherwise transfer this MTA or any rights or obligations under this MTA, whether by operation of law or otherwise. Any such attempted assignment or transfer will be void and of no force or effect.
- 5.2 This MTA, including all documents incorporated herein by reference, constitutes the entire agreement between EVERCYTE and LICENSEE with respect to the Biological Material and supersedes all previous agreements or representations (whether written or oral) between EVERCYTE and LICENSEE relating to the same subject matter.
- 5.3 This MTA may not be modified, waived or terminated except in writing and signed by the parties hereto. No term or provision contained herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the parties.
- 5.4 If any provision of this MTA is for any reason found to be unenforceable, the remainder of this MTA will continue in full force and effect.
- 5.5 None of the provisions of this MTA are intended to create, nor shall be deemed or construed to create, any relationship between EVERCYTE and LICENSEE other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MTA.
- 5.6 Any correspondence concerning the MTA shall be addressed to Evercyte GmbH, Leberstraße 20, 1110 Vienna, Austria, e-mail: office@evercyte.com.
- 5.7 **Precedence of Documents.** In the event of conflicting provisions or ambiguities, the following shall take precedence in descending order
 - a. EVERCYTE Quote;
 - b. The provisions of this MTA;
 - c. EVERCYTE General Terms and Conditions.