

**TERMS AND CONDITIONS OF TRANSFER AGREEMENT
OF GPC MATERIAL (“this MTA”)**

Date: February 9, 2018

This MTA is executed by and between Purchaser and GPC Laboratory Co. Ltd., a Japanese corporation, having its principal place of business address at #314 Tottori BioFrontier, Nishi-cho, Yonago, Tottori, Japan 683-0826 (“GPC”). This MTA governs the purchase and use of all GPC Materials under the terms and conditions set forth below.

TERMS AND CONDITIONS

Definitions:

“**GPC Material**” means the materials acquired from GPC by Purchaser as described on a GPC Purchase Order.

“**Purchaser(s)**” means any Person purchasing and receiving GPC Material pursuant to the GPC Purchase Order and this MTA.

“**GPC Purchase Order**” means an order submitted for GPC Material in a form and format as determined by GPC from time to time and is comprised of part of this MTA as integral part hereof.

“**Person**” means any individual, legal entity or organization.

“**Third Party**” means any Person other than GPC and Purchaser.

“**Commercial Use**” means the sale, license, lease, export, transfer or other distribution of the GPC Material to any Person not party to this MTA for financial gain or other commercial purposes and/or the use of the GPC Material:

(a) to provide a service to any Person 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; or (c) in connection with proficiency testing service(s), including but not limited to, providing the service of determining laboratory performance by means of comparing and evaluating calibrations or tests on the same or similar items or materials in accordance with predetermined conditions.

“**CRO**” means any Third Party using GPC Material only for the Purpose under consignment from Purchaser.

“**OECD Test Guidelines**”, for the testing of chemicals, means a collection of the most relevant internationally agreed test methods used by government, industry and independent laboratories to determine the safety of chemicals and chemical products. OECD Test Guidelines are an integral part of the OECD Council Decision on Mutual Acceptance of Data (MAD) [C (81)30/Final] from 1981 (www.oecd.org).

Purpose:

The purpose of transferring GPC Material under this MTA is to provide Purchaser with GPC Material for the sole purpose of testing as defined by OECD Test Guideline No. 442E (“**Purpose**”).

The GPC Material are provided to Purchaser under the following conditions and Purchaser acknowledges and agrees such conditions:

1. The GPC Material shall ONLY be used for the Purpose.
2. The GPC Material shall be PROHIBITED for the Commercial Use.
3. The GPC Material are NOT intended for use in humans.
4. The GPC Material may be used ONLY for the Purpose in relation to Purchaser’s research project. Also, Purchaser may let any CRO use the GPC Material only for such Purpose in relation to such Purchaser’s research project; provided that CRO must agree to be bound by the terms and conditions of this MTA as if a Purchaser hereunder. Upon completion of any research project specified in consignment agreement with CRO, Purchaser shall require CRO to either destroy the GPC Material or return such to Purchaser. In a case where Purchaser will let CRO use the GPC Material consigning to such CRO, Purchaser shall give notice of such consignment to GPC within reasonable period of time after such consignment and shall assume any risk and responsibility for such consignment.
5. Except for paragraph 4 above, Purchaser shall NOT transfer, sell, disclose, provide, lease or otherwise share GPC Material, in whole or in part, to any Third Party without the prior express written consent of GPC. Any Third Party with interest in GPC Material shall be referred to GPC.
6. Purchaser assumes all risk and responsibility in connection with the receipt, handling, storage, disposal, transfer, and Purchaser’s use of GPC Material including without limitation taking all appropriate safety and handling precautions to minimize health or environmental risk.
7. Purchaser shall NOT modify GPC Material and shall NOT create or develop other substances by the use of GPC Material.
8. (1) GPC warrants that GPC Material shall be viable upon initiation of culture for a period of thirty (30) days after shipment thereof from GPC (“**Warranty Period**”), and Purchaser’s exclusive remedy, and GPC’s sole liability, for breach of the warranties set forth in this paragraph is

for GPC to, at GPC’s sole option, either (i) refund the fee paid to GPC for such GPC Material (exclusive of shipping and handling charges), or (ii) replace the GPC Material.

The warranties set forth in this paragraph apply only if Purchaser handles and stores the GPC Material as described in the applicable OECD Test Guideline (No. 442E) and precautions in the GPC Purchase order. To obtain the exclusive remedy, Purchaser must report the lack of viability or non-conformation to specifications to GPC’s Technical Service Department within the applicable Warranty Period.

(2) Except for the warranties set forth in paragraph 8 (1) above, GPC Material and any technical information and assistance provided by GPC are provided “as-is”, without warranties of any kind, express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, typicality, safety, accuracy and/or non-infringement.

9. In NO event will GPC be liable for any indirect, special, incidental or consequential damages of any kind in connection with or arising out of this MTA or GPC Material (whether in contract, tort, negligence, strict liability, statute or otherwise) even if GPC has been advised of the possibility of such damages.
10. Purchaser shall assume sole responsibility for any claims or liabilities that may arise as a result of Purchaser’s use of GPC Material.
11. Purchaser agrees to indemnify and hold harmless GPC of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgements, including attorneys’ fees and costs, arising out of or relating to the work of Purchaser with GPC Material or products derived thereof, if any.
12. Purchaser is solely responsible for, and shall ensure, compliance with all foreign and domestic laws and regulations applicable to use of GPC Material by Purchaser. Purchaser is solely responsible for obtaining all permits, licenses or other approvals required by any governmental authority in connection with Purchaser’s receipt, handling, storage, disposal, transfer and use of GPC Material.
13. Purchaser agrees that any breach of this MTA, including but not limited to any breach of the Purpose of this MTA, will entitle GPC to immediately cease without notice to Purchaser further shipments of GPC Material and may create such irreparable injury as to entitle GPC to seek temporary restraining orders and other preliminary or permanent injunctive relief in addition to all other equitable and legal remedies that may be afforded under Japan or foreign laws.
14. Purchaser may not assign or otherwise transfer this MTA or any rights or obligations under this MTA. Any such attempted assignment or transfer will be void and of no force or effect.
15. This MTA, including all documents incorporated herein by reference, constitutes the entire agreement between GPC and Purchaser with respect to GPC Material and supersedes all previous agreements or representations (whether written or oral) between GPC and Purchaser relating to the same subject matter.
16. 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.
17. None of the provisions of this MTA are intended to create, nor shall be deemed or construed to create, any relationship between GPC or Purchaser other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MTA.
18. The formation, validity, construction and performance of this MTA shall be governed by and construed in accordance with the laws of Japan.
19. The parties agree that any dispute, controversy or differences which may arise between the parties, out of or in relation to this MTA shall be settled, unless amicably settled between the parties without undue delay, by arbitration in the Japan Commercial Arbitration Association (Osaka), Japan. Arbitration shall be in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association and Japanese language shall be used in such arbitration. The arbitral award rendered by the Japan Commercial Arbitration Association shall be final and binding upon the parties.

If you acknowledge and agree with this contents, please sign and send the purchase order after filling out the necessary items.