

CLS Cell Lines Service (CLI) 社 細胞製品

Material Transfer Agreement (MTA)

この度は、弊社取り扱いの CLS Cell Lines Service (CLI) 社 細胞製品にご興味をお持ちいただき、誠にありがとうございます。

細胞製品のご購入にあたって、“Material Transfer Agreement (MTA)” を締結していただく必要がございます。 つきましては、MTA の内容をご確認いただき、必要事項をご記入、ご署名の上、PDF ファイルを弊社代理店へお渡しください。MTA 締結後に CLI 社へ発注いたしますので、予めご了承ください。

<個人情報の利用目的>

- ・製品やサービスの内容を、より充実したものにするため
- ・展示会、セミナーなどのイベントのご案内をお届けするため
- ・お客様から請求のあった資料などをお届けするため
- ・新しいサービスや製品などの情報をお知らせするため

詳細は弊社ホームページ上の個人情報保護方針（ <http://www.cosmobio.co.jp/login/privacy.asp> ）をご覧ください。

This Material Transfer Agreement (“**MTA**”) is entered into and made effective as of the date of the last signature below (“**Effective Date**”) by and between **CLS CELL LINES SERVICE GMBH** (branded as “**Cytion**”) and the **Customer** identified by its legal name and place of business on the signature page (the “**Customer**”). Cytion and the Customer are each referred to as a “**Party**” and collectively as the “**Parties**”. Now, the Parties agree as follows:

1. Structure of this MTA

From time to time, Customer may request and Cytion may agree to supply specific products designated as the “**Original Material**” in a Statement of Material (“**SoM**”) for Internal Research (as defined in 2.1). Each completed and signed Statement of Material will be incorporated into and subject to this MTA.

2. Fundamental Definitions

- 2.1. “**Internal Research**” means experimental work carried out as part of the Customer’s own research projects, as long as it does not directly lead to commercial benefit or financial gain.
- 2.2. “**Original Material**” means those cell lines, stem cells, and/or primary cells covered by this MTA, as listed in a Statement of Material and as supplied hereunder. The Parties can add more Original Materials later by agreeing to additional Statements of Material.
- 2.3. “**Progeny**” means unmodified descendants from Original Material.
- 2.4. “**Unmodified Derivatives**” means substances that constitute an unmodified functional subunit of or product expressible by Original Material or Progeny that are native to and characteristic of Original Material or Progeny, including but not limited to nucleic acids, antibodies, proteins, lipids, carbohydrates, metabolites, membranes, exosomes, organelles, and other substances that are native to and characteristic of Original Material or Progeny, or purified or fractionated subsets or lysates of any of the foregoing substances.
- 2.5. “**CLS Material**” means Original Material, Progeny and Unmodified Derivatives, as well as any of these materials existing in Modifications.
- 2.6. “**Modifications**” means substances, cells or other organisms created by or on behalf of the Customer or any of its transferees, which are not Progeny or Unmodified Derivatives, but that contain or incorporate a significant portion of any CLS Material, including but not limited to: (a) Original Material or Progeny that have been transfected with a reporter gene or any other exogenous gene; (b) induced pluripotent stem cells and mesenchymal stem cells that were derived directly from Original Material or Progeny; or (c) the typical result of CLS Material being modified through molecular biological technology.
- 2.7. “**Other Developments**” means those new substances, cells or other organisms and any other new tangible materials created by or on behalf of Customer or any of its permitted further transferees, that are based on, created through using or designed from information about CLS Material, but that are neither CLS Material nor contain or incorporate any CLS Material.

3. Rights and Limitations of Use

- 3.1. **Limited rights of use.** The Customer is granted a non-exclusive right to use the CLS Material only for Internal Research.
- 3.2. **Excluded Uses.** The Customer and its transferees are not permitted to use any of the CLS Material: (a) in humans; (b) to make or help produce any substance meant for use in humans; (c) for quality control tests such as batch release, potency, or viral clearance of substances for human use; (d) for treating, diagnosing, or predicting diseases in humans or animals; (e) in clinical trials or other pre-market tests that require government or regulatory approval; (f) in preclinical tests meant to support approval of CLS Material as a treatment, diagnosis, or prevention for humans or animals; (g) in or as food, drugs, medical devices, or cosmetics for humans or animals; (h) in any activity that could lead to results directly affecting the donor or their family or that could reasonably be considered ethically controversial; (i) to create or be part of an internal biological material repository or core facility.

3.3. No Commercial Use. The Customer and its transferees are not allowed to use the CLS Material for any commercial purpose, including but not limited to: (a) selling, licensing, leasing, exporting, distributing, or otherwise transferring for any kind of payment, even for research; (b) making or producing any goods for sale; (c) use in product quality control such as batch release, potency testing, or viral clearance of products for sale; (d) using it in clinical trials or other regulatory testing governed by authorities; and/or (e) provision of commercial services, including but not limited to: (i) contract research; and/or (ii) giving access to or otherwise using biological data (including genomic data) for a fee or other commercial benefit. If any kind of Commercial Use is intended or involves the CLS Material, then the Customer must first obtain the necessary rights from Cytion.

3.4. Generation and naming. Modifications and Unmodified Derivatives may only be created and used by the Customer within its own Research Site. The Customer must create and use its own system to identify any Unmodified Derivatives and Modifications made.

4. Rights and Limitations of Transfer

4.1. General restriction and responsibility. Except as permitted in this Section 4, Customer must not distribute, transfer or otherwise make available the CLS Material to any other research facility or to any other legal entity without Cytion's signed permission.

4.2. Same-site Transfers. Customer may share the CLS Material with its own scientists or visiting scientists who work at the Research Site ("Site Scientists") listed in the SoM page of this document. The Customer must ensure that each Site Scientist is appropriately informed of all applicable restrictions on use, further transfer, and publication relating to the CLS Material.

4.3. External collaborations. Customer may transfer Unmodified Derivatives and Modifications (but not the Original Material or Progeny) to External Collaborators for permitted Internal Research under a collaborative research project. Customer must ensure that each External Collaborator agrees in writing to use the materials only for that project, not for any commercial purpose, not to reverse engineer or recreate the Original Material, not to share the materials further, to return or destroy them at the end of the project with written confirmation, and to follow the same rules on publications as the Customer.

4.4. Restricted Transfers to CROs. If the Customer or any Site Scientist wants to engage a contract research organisation ("CRO") to carry out work using Original Material or Progeny this is only permitted if the Customer or the CRO has first obtained Commercial Use rights from Cytion.

4.5. Records. Customer shall maintain reasonable records of all transfers of CLS Material to Site Scientists, External Collaborators and/or CROs and provide them to Cytion upon reasonable request.

4.6. Destruction/return. Upon completion of each External Collaborator's role in the collaborative research project, the Customer must ensure that such External Collaborator either destroys the CLS Material or returns it to the Customer.

4.7. Original Material and Progeny. Original Material and Progeny are not permitted to be further transferred by the Customer except as permitted under Section 4.4. Each organisation working on a collaborative research project must obtain Original Material from Cytion.

4.8. Published Modifications. Customer may share Modifications published by a Site Scientist, but only as allowed by the publication rules and not for any Excluded Use and/or Commercial Use.

4.9. Relocation. If a Site Scientist moves to a new institution or research facility, they may take their own Modifications with them, provided that the Customer has given prior written consent and notified Cytion in writing, and the new institution has signed an MTA with Cytion for the CLS Material part in these Modifications.

5. Other Developments

Other Developments can be freely used and transferred, and Cytion imposes no restriction thereon under this MTA. As between the Parties, Customer expressly acknowledges and accepts its sole risk, responsibility and liability in connection with all such uses and transfers.

6. Publications

Customer must ensure that Cytion and, where applicable, the original Contributor are named as the source of the Original Material and are properly credited in any publication by the Customer or any Site Scientist, as is standard in scientific work. Publication means any public disclosure of research or results, including academic papers, posters, abstracts, conference talks, or any other written, visual, or verbal presentation that includes information based on or using CLS Materials.

7. Property Rights

Cytion and/or the contributor that initially provided the respective Original Material to Cytion ("Contributor") shall retain ownership of all rights, title, and interest in the Original Material, Progeny, and Unmodified Derivatives, including any of the foregoing incorporated into Modifications. The Customer retains ownership of: (a) its Modifications, provided that Cytion or the Contributor retains ownership of any Original Material, Progeny, and Unmodified Derivatives contained within those Modifications, which remain subject to this MTA; (b) any Other Developments; and (c) all intellectual property resulting from the Customer's use of the Products, provided such use is consistent with the terms of this MTA. The Customer shall have the right to seek patent protection for any such intellectual property that is patentable.

8. Term

- 8.1. This MTA is effective as of the Effective Date and shall remain in effect under the conditions set forth herein unless and until it is validly terminated in accordance with this Section 8, and provided that all CLS Material is used solely for permitted Internal Research and not for any Excluded Use or Commercial Use. This MTA does not constitute a perpetual obligation.
- 8.2. The Customer may terminate this MTA, in whole or in part, at any time by providing a signed written notice to Cytion. Cytion may terminate this MTA for cause in the following cases: (a) if Cytion is required to withdraw access to any Original Material due to the withdrawal of informed consent by or on behalf of the human donor; and/or (b) if insolvency or liquidation proceedings are formally initiated by or against the Customer, provided that the Customer is a commercial legal entity (i.e. not a public university or public research institution).
- 8.3. Upon the expiry of the Term or any termination of this MTA, Customer must ensure that all CLS Material affected by such termination is destroyed within one month of such expiry or termination, including any CLS Material held by Customer's transferees, and such destruction must be confirmed to Cytion in writing.
- 8.4. The following sections shall remain in effect after termination or expiration of this MTA: 2, 4.5, 6, 7, 8.3, 8.4, 9, and 10.

9. Contractual Breach

The Customer warrants to Cytion that it is responsible for any breach of this MTA by itself, its Site Scientists, or any transferees. In the event of such a breach, Cytion shall be entitled to suspend further deliveries and/or to terminate this MTA, in whole or in part, for cause. Termination does not limit Cytion's right to seek injunctive or other interim relief.

10. General

- 10.1. Neither Cytion nor the respective Contributor accept any liability whatsoever in connection with the order, receipt, storage, handling, import, export, further transfer, use and destruction of CLS Material and Other Developments by or on behalf of the Customer or any of its transferees, and as between the Parties the Customer accepts all risk and responsibility in connection therewith.
- 10.2. This MTA and Cytion's Terms and Conditions (available at www.cytion.com/Terms-and-Conditions) apply to the transactions contemplated herein. By signing this MTA and any applicable SoM, the Customer also accepts the General Terms. In the event of any conflict between this MTA and the General Terms, the provisions of this MTA shall prevail. This MTA may only be amended by a written document signed by both Parties.

Statement of Material

This Statement of Material ("SoM") is entered into by and between CLS Cell Lines Service GmbH ("Cytion") and the Customer identified on the signature page, effective as of the date of the last signature. The SoM forms an integral part of the Material Transfer Agreement ("MTA") entered into through the same signature, and is subject to all terms and conditions thereof.

Original Material. Customer agrees to order and Cytion agrees to supply the following products either directly or indirectly through an authorised distributor, under the terms of the MTA. Pricing, shipping, import and related conditions apply as set out in the relevant quote or confirmation issued by Cytion or, where applicable, by the distributor.

Name of cell line, stem cell or primary cell (" <u>Original Material</u> ")	Cytion catalog number

Research Site. The CLS Materials are to be used at the Customer's research site as identified below. Please specify the research site, including the name of the institution, department and the address (street, city, postal code, country).

Research Site

Signature Page

By signing below, the Parties enter into both the Material Transfer Agreement and the Statement of Material. Only an authorised representative of the Customer may sign. Students, research assistants, interns, and visiting scientists typically lack appropriate authority.

Customer Signature	
Signature	
Print Name	
Organisation Name	
Address	
Country	
Date	

Optional 2 nd Customer Signature	
Signature	
Print Name	
Organisation Name	
Address	
Country	
Date	

Cytion Signature	
Signature	
Print Name	
Country	
Date	