

## Cytion (CLI) 社 細胞製品

### Material Transfer Agreement (MTA)

この度は、弊社取り扱いの Cytion (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、ご署名上、**page 1~3まで全てのページが揃った状態の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。



## 1. Definitions

- 1.1. "**Original Material**" means those cell lines, stem cells, and/or primary cells obtained from Cytion under this agreement.
- 1.2. "**Progeny**" means unmodified descendants of the Original Material.
- 1.3. "**Unmodified Derivatives**" means biological constituents that are naturally produced by the Original Material or its Progeny, including any derived, non-viable forms thereof.
- 1.4. "**Materials**" means the Original Material, Progeny and Unmodified Derivatives, as well as any of the foregoing contained in or incorporated into Modifications.
- 1.5. "**Modifications**" means substances, cells or other organisms created by or on behalf of the Customer, which are not Progeny or Unmodified Derivatives, but that contain or incorporate Original Material, Progeny, or Unmodified Derivatives.
- 1.6. "**Affiliate**" means any entity that is a parent, subsidiary, or sister company of the Customer, where more than fifty percent (50%) of the voting securities or ownership interests are directly or indirectly held by the same parent entity or entities.
- 1.7. "**Commercial Use**" means any use of the Materials for commercial purposes, including but not limited to: (a) use in clinical trials or other regulatory pre-market tests; (b) batch release, potency testing, or viral clearance for products; (c) use in or as food, drugs, medical devices, or cosmetics; (d) the sale, licensing, leasing, export, distribution, or other transfer of the Materials for payment or consideration; (e) manufacture of goods for sale; (f) provision of commercial services including contract research; or (g) the sale, licensing, or commercial distribution of genomic, genetic, or molecular data derived from the Materials.
- 1.8. "**Order**" means any quote, purchase order, or order confirmation issued by Cytion or an authorized distributor identifying specific Original Materials.

## 2. Legal Provisions

- 2.1. **Use.** Under this Material Transfer Agreement ("Agreement"), the entity executing this Agreement and its Affiliates (collectively, the "Customer") may use the Materials and Modifications solely for internal, non-commercial research and development. Any Commercial Use requires a separate written license. The following uses are prohibited (collectively, the "Excluded Uses"): (a) use in humans or for human diagnostic purposes; (b) uses that could adversely affect the donor or the donor's family; (c) ethically controversial uses; (d) use in or transfer to biological repositories or core facilities for general use or distribution; and (e) uses prohibited by applicable law.
- 2.2. **Handling.** The Materials supplied under this Agreement are experimental in nature and may have hazardous properties. The Customer is responsible for the handling, storage, and use of the Materials and shall ensure compliance with all applicable laws and regulations. The Customer shall apply appropriate care and precautions taking into account the specific characteristics of the Materials and Modifications to minimize risks to persons, property, and the environment. Access to the Materials and Modifications shall be limited to suitably trained and qualified personnel.
- 2.3. **Transfers.** The Customer may transfer Original Material and Progeny to (i) third-party laboratories solely for identity, purity, and biosafety testing purposes, and (ii) collaborators participating in a defined joint non-commercial research project. The Customer may transfer Unmodified Derivatives and Modifications to any of the foregoing, and additionally to (i) contract research organizations working on Customer's non-commercial research projects, and (ii) a new institution when a researcher relocates. The Customer may transfer Modifications to other researchers requesting them to reproduce or verify findings from a publication describing those Modifications (collectively, the "**Transferees**").

All Transferees must agree in writing that the Materials and Modifications shall be (a) used solely for non-commercial research and not for any Commercial or Excluded Use, (b) not further transferred, and (c) returned or destroyed within thirty (30) days following completion of the applicable project. Transferees shall not isolate,

extract, or otherwise separate Original Material, Progeny, or Unmodified Derivatives from Modifications for independent use. For the avoidance of doubt, transfers permitted under this Section 2.3 are not Commercial or Excluded Use.

For Materials classified as genetically modified organisms or biosafety level 2 or higher, the Customer shall verify and document prior to transfer that the Transferee has obtained all required permits. The Customer shall maintain records of all transfers and permits and provide them to Cytion upon reasonable request.

- 2.4. **Publications.** The Customer shall ensure that Cytion and, where applicable and as identified by Cytion, the institution or person from whom Cytion obtained the Materials are acknowledged as the source of the Materials in any publication.
- 2.5. **Ownership and Copyrights.** Cytion and the original contributor retain all ownership rights to the Original Material, Progeny, and Unmodified Derivatives. The Customer shall own all data, results, inventions, intellectual property, and other know-how, as well as any Modifications, provided that Cytion retains ownership of any Original Material, Progeny, and Unmodified Derivatives contained within those Modifications. Use of Modifications remains subject to Sections 2.1 and 2.3. Neither Party acquires rights to the other Party's intellectual property, and no rights beyond those expressly granted under this Agreement are provided.
- 2.6. **Orders.** Original Materials are identified in the Statement of Material below or in Orders from Cytion or its authorised distributors. This Agreement governs all present and future Orders unless Cytion specifies that different terms apply to specific Materials. The Customer's purchase order terms are excluded.
- 2.7. **Breach.** The Customer shall be responsible for any breach of this Agreement by itself or any of its Transferees. In the event of such a breach, Cytion shall be entitled to suspend further deliveries and to terminate this Agreement for cause. Upon termination: (i) the Customer shall immediately cease all use of the Materials; (ii) the Customer shall, at Cytion's election, either return all Materials to Cytion or destroy them and provide written certification of such destruction within thirty (30) days; (iii) the Customer shall ensure that all Transferees likewise return or destroy the Materials; (iv) the Customer may retain Modifications, subject at all times to continued compliance with Sections 2.1 - 2.5; and (v) Sections 2.1 - 2.5, 2.8, 2.9, and 2.11 shall survive termination. Termination does not limit Cytion's right to seek injunctive or other interim relief.
- 2.8. **Liability.** Cytion maintains high quality standards and provides a Certificate of Analysis for each lot. However, the Materials are provided "as is," without warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. The Customer assumes all risks related to the handling, use, storage, and transfer of the Materials and Modifications. Cytion's liability is unlimited in cases of intent, gross negligence, or injury to life, body, or health. In cases of simple negligence, liability is limited to foreseeable damages typical of a breach of essential contractual obligations. All other liability is excluded. These limitations also apply to Cytion's representatives, employees, and agents.
- 2.9. **Indemnification.** To the extent permitted by applicable law, the Customer shall indemnify, defend, and hold harmless Cytion, its affiliates, and their respective officers, employees, and agents from third-party claims arising from Customer's breach of this Agreement or gross negligence in handling the Materials or Modifications.
- 2.10. **Miscellaneous.** This Agreement may not be assigned or transferred by the Customer without Cytion's prior written consent, and any attempted assignment shall be void. If any provision of this Agreement is found to be unenforceable, the remainder shall continue in full force and effect. The Customer represents that it has authority to enter into this Agreement.
- 2.11. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. If the Customer is a public institution, government entity, or state-controlled organization, disputes shall be resolved exclusively in the courts of competent jurisdiction at the Customer's principal place of business. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

