

MATERIAL TRANSFER EVALUATION AGREEMENT

This Material Transfer Agreement (the “Agreement”), dated as of the [REDACTED] day of [REDACTED], 20[REDACTED] (the “Effective Date”) is entered into by and between a [REDACTED] corporation, having a place of business at [REDACTED] (“Transferor” or a “Party”) and (“Recipient” or a “Party”). Transferor and Recipient may hereinafter be referred to, individually, as a “Party” and, collectively, as the “Parties”.

WHEREAS, Transferor has certain proprietary materials consisting of (the “Material”); and

WHEREAS, Recipient desires to obtain samples of and acquire the right to use the Material for the limited purpose of conducting research (“Research”), as set forth in Exhibit A, to assist Recipient in evaluating its potential interest in entering into a collaborative arrangement, which may include an exclusive license agreement for Recipient’s use of the Material and the Transferor Pre-Existing IP (as defined below), with Transferor for the development and commercialization of the Material. Transferor is willing to provide samples of the Material to Recipient for the use only in the performance of the Research Project.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

1. Use of the Material.

1.1. Use of the Material. Transferor hereby grants to Recipient the right to use the Material solely in connection with the performance by Recipient of the Research, which may include identifying, screening or testing compounds for subsequent commercial development, and for no other purpose. Recipient shall not conduct research or take any steps to breakdown the Material into separate components or otherwise “reverse engineer” the Material. Recipient acknowledges that the Material is experimental. Recipient shall comply with all federal and state rules, regulations and guidelines applicable to the use of the Material and to assume full responsibility for any claims or liabilities which may arise as a result of Recipient’s use or possession of Material, other than as a result of Transferor’s negligence or misconduct.

1.2. Facilities Used to Conduct the Research; Transfer of Ownership/Rights. To the extent that any portion of the Research is conducted by a third-party contractor engaged by Recipient (which such third party shall include clients and customers of Recipient, each, a “Contractor”) under agreement or arrangement with Recipient (the “Contractor Agreement”), Recipient shall ensure that pursuant to the Contractor Agreement or otherwise, the Contractor shall comply with all applicable terms and conditions of this Agreement, including without limitation the provisions of Sections 5 and 6 concerning inventions and confidentiality.

1.3. Access by Employees and Contractors. Recipient shall limit access to the Material to its employees, consultants, and Contractors working with Recipient and who

are bound to terms and conditions at least as restrictive as this contained in this Agreement.

2. Supply of Material. Transferor will provide Recipient or a Contractor or other third party designated in writing by Recipient, as applicable, with adequate quantities of the Material to perform the Research. Recipient will return or discard all remaining material upon termination and provide Transferor evidence of same, which shall be the later of: (i) upon completion of the Research, or (ii) upon the expiration of the Option

3. Use and Ownership of Data; Publication.

3.1. All data generated from the performance of the Research (collectively, “Data”) shall be solely owned by Recipient and shall at all times be considered the Confidential Information (as such term is defined in the CDA, which term is defined below) of Recipient. Notwithstanding the foregoing, Recipient shall provide Transferor access to review the Data following the earlier of one (1) year from the date of this Agreement or upon completion of Research. Additionally, Recipient shall provide Transferor a project update every three (3) months from the date of this Agreement summarizing the Research progress and interim Data, if any exists. Lastly, upon completion of Research, Recipient shall provide Transferor a report summarizing the Data and findings.

3.2. For the period commencing upon the conclusion of the Research or termination of the agreement and ending 90 days thereafter or such earlier time that Recipient provides Transferor written notice that Recipient does not wish to enter into a transaction to further develop the technology (the “Evaluation Period”), Recipient may use the Data, but only for the purposes of evaluating its interest in entering into a transaction with the Transferor and, except as otherwise set forth below in this Section 3, for no other purpose.

3.3. During the Evaluation Period, Transferor agrees not to use the Data in connection with or commence the commercialization of products involving the Material, including seeking a licensee, sublicensee or development partner for the Material, based on the Data.

3.4. In addition, should the Parties not enter into a transaction within the Evaluation Period, Recipient can no longer use the Data for any purpose, effective immediately thereafter, and Recipient hereby grants to Transferor an option to purchase rights to the Data at a negotiable rate not to exceed the costs of the Research (including but not limited to the material, research, and labor expended by Recipient in conducting said Research).

4. Ownership of Material; No Other License. As between Transferor and Recipient, Transferor is the sole owner of the Material and retains all right, title and interest in and to the Material, subject to the rights granted to Recipient under this Agreement. Except as set forth in this Agreement, Recipient understands that no other right or license to the

Material or to its use is granted or implied as a result of Transferor providing the Material to Recipient.

5. Inventions

5.1. Any discoveries, developments, improvements, know-how, modifications, combinations, formulations, compositions of matter, models, data, trade secrets, processes and other inventions (whether or not patentable) made, conceived or reduced to practice by Recipient or Transferor prior to such Party performing its obligations hereunder (“Transferor Pre-Existing IP” or “Recipient Pre-Existing IP”, as applicable), are and shall remain sole property of Recipient or Transferor, as applicable.

5.2. Recipient shall promptly and fully disclose in writing to Transferor any and all developments, inventions, concepts, ideas, discoveries, improvements, designs, technical information, drawings, models, trade secrets and know-how (whether or not protectable under state, federal, or foreign intellectual property laws), except for Recipient Inventions (as defined below), that are (a) related to (i) the composition of the Material, including any modifications or derivatives thereof, or (ii) the Confidential Information of Transferor, or (b) constitute an improvement or modification to Transferor Pre-Existing IP, all as conceived, created and/or reduced to practice by or on behalf of Recipient or Recipient’s employees, personnel and consultants (including any Contractor or employees, personnel or consultants of any Contractor), alone or jointly with others (including Transferor and/or Transferor’s employees, personnel or consultants), arising from the performance of the Research Project or otherwise (the “Transferor Inventions”). Transferor Inventions shall be solely owned by Transferor and shall be deemed Transferor Confidential Information, subject to Article 3 above.

5.3. Any and all developments, inventions, concepts, ideas, discoveries, improvements, designs, technical information, drawings, models, trade secrets and know-how (whether or not protectable under state, federal, or foreign intellectual property laws) (a) related to the Confidential Information of Recipient, or (b) constituting an improvement or modification to Recipient Pre-Existing IP, that Recipient or Recipient’s employees, personnel and consultants (including any Contractor or employees, personnel or consultants of any Contractor), alone or jointly with others shall develop arising from the performance of the Research Project will be the property of Recipient, except for any Transferor Inventions, (the “Recipient Inventions”) and shall be solely owned by Recipient and shall be deemed Recipient Confidential Information.

5.4. Recipient: (a) hereby assigns to Transferor all of Recipient’s right, title and interest in and to all Transferor Inventions, whether obtained directly by Recipient or from a Contractor (as described in subclause (b) below); and (b) (i) shall ensure that no Contractor shall obtain or achieve any ownership or other rights or interest in and to the Material, any Transferor Inventions, or the Data or (ii) to the extent that a Contractor obtains or achieves any ownership or other rights or interest in and to the Material, any Transferor Inventions, or the Data, through the operation of applicable law or otherwise, shall ensure that the Contractor is bound under the Contractor Agreement or otherwise to transfer any and all such rights or interests to Transferor or Recipient. Recipient further

agrees to execute (and to cause any Contractors to execute) any and all further instruments, forms of assignment or other documents, and take such further actions, as Transferor may reasonably request, in order to transfer all of Recipient's (or any Contractor's) rights in Transferor Inventions to Transferor.

5.5. Transferor hereby assigns to Recipient all of Transferor's right, title and interest in and to all Recipient Inventions. Transferor further agrees to execute any and all further instruments, forms of assignment or other documents, and take such further actions, as Recipient may reasonably request, in order to transfer all of Transferor's rights in Recipient Inventions to Recipient.

6. Confidentiality. All confidential or proprietary information exchanged between Transferor and Recipient under this Agreement and the Data shall be deemed to be Confidential Information disclosed under the Mutual Confidentiality and Non-Use Agreement dated as of 25 April 2019 between Transferor and Recipient (the "CDA"), and the terms of the CDA will apply to all such information; provided that (i) Confidential Information may be used for the purposes contemplated by this Agreement, (ii) the use and disclosure of the Data, in addition the terms of the CDA, shall be subject to the restrictions and obligations set forth in Section 3 of this Agreement, and (iii) if the term of the CDA terminates or expires before the expiration or termination of this Agreement, the terms of the CDA shall still apply to confidential or proprietary information exchanged between Transferor and Recipient under this Agreement and Data generated after such termination or expiration of the CDA.

7. Non-Exclusive License and Option to Exclusive License

7.1. Transferor hereby grants Recipient, and Recipient hereby accepts from Transferor, a fully paid-up, worldwide, non-exclusive, royalty-free license, with the right to sublicense, under any know-how and any patents and patent applications claiming Transferor Invention(s) to make, use, sell, offer for sale and import such inventions.

7.2. Pursuant to this Agreement, and in exchange for a one-time fee of thirty-five thousand U.S. dollars (\$35,000) Transferor warrants and represents that it has the right to grant and hereby grants Recipient an option to an exclusive, worldwide license with right to sublicense any know-how, patents and patent applications for which it acquires title or otherwise has rights covering Transferor Pre-Existing IP or Transferor's interest in any Foreground Intellectual Property, and to make, use, sell, offer for sale and import any and all such Transferor Pre-Existing IP or Transferor's interest in such Foreground Intellectual Property (the "Option"). The Option shall expire one year following termination of this Agreement (or any extensions or amendments hereto). The Option may be exercised by Recipient in writing at any time prior to its expiration. Any license agreement executed pursuant to the exercise of the Option granted hereunder shall be negotiated in good faith and contain commercially reasonable terms. Foreground Intellectual Property means all forms of intellectual property, including but not limited to, potentially patentable inventions, potentially patentable plants, copyrightable works, mask works, trademarks, service marks, and trade secrets, that are first conceived or reduced to practice by one or more employees of Recipient and/or Transferor in the

performance of the Research. Inventorship will be determined in accordance with Title 35 of the United States Code (US Patent Law).

8. Warranties.

8.1. Transferor represents and warrants that it has the right to enter into this Agreement, that it owns the Material, and that it has the right to transfer the Material to Recipient.

8.2. OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 8.1 ABOVE, TRANSFEROR MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE MATERIAL, THE TRANSFEROR PRE-EXISTING IP OR THE DATA, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, ACCURACY, VALUE AND FITNESS FOR A PARTICULAR USE. RECIPIENT ACKNOWLEDGES THAT THE MATERIAL IS PROVIDED "AS IS".

9. LIMITATION OF LIABILITY.

9.1. Recipient assumes all liability for damages that may arise from its use, handling, storage or disposal of the Material, other than with respect to claims as a result of the negligence or willful misconduct of Transferor.

9.2. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS, CLAIM OR DEMAND MADE BY THE OTHER PARTY, OR MADE AGAINST THE OTHER PARTY BY A THIRD PARTY, DUE TO OR ARISING FROM THE USE OF THE MATERIAL, DATA OR CONFIDENTIAL INFORMATION BY THE OTHER PARTY OTHER THAN CLAIMS AS A RESULT OF SUCH PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT.

10. Termination. This Agreement shall terminate upon completion of the Research. In addition, either Party may terminate this Agreement (i) on thirty (30) days prior written notice to the other, or (ii) upon any material breach by the other Party of this Agreement, which breach cannot be, or is not, cured within fifteen (15) days after the breaching Party receives written notice by the non-breaching Party regarding such breach. Following expiration or termination of this Agreement, neither Party shall have any further obligations under this Agreement, except that Sections 3, 4, 5, 6, 7, and, 8 shall survive.

11. Choice of Law. This Agreement will be governed in all respects by the laws of Indiana, USA, excluding its rules on conflict of law.

12. Miscellaneous. This Agreement, together with the CDA, constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties, whether written or oral, relating to the subject matter. No modifications of this Agreement shall

be effective unless made in writing and duly executed by an authorized signatory on behalf of each Party. This Agreement shall not be construed as an obligation of Recipient to enter into any subsequent relationship, including, without limitation, a Transaction. This Agreement may be executed in one or more counterparts by the Parties by a person having authority to bind the Party, each of which when executed and delivered by facsimile, electronic transmission or by mail delivery, will be deemed an original and all of which shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have signed this Agreement as of the date and year first written above.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A