

## Purchaser's Agreement to Terms and Conditions of Sale

In consideration of receiving the products listed in Appendix I ("PRODUCTS") and being granted a license under the approved/pending patent ("PATENT") listed in Appendix II from Takara Bio Inc. ("TAKARA"), we, as PURCHASER, hereby accept and agree to the following terms and conditions:

1. License. The license granted herein is a non-exclusive, non-transferable, non-sublicensable, personal and limited license to use PRODUCTS for internal research use.
2. Non-Commercial Use. PURCHASER represents and warrants that PURCHASER is a not-for-profit organization. PURCHASER may use PRODUCTS solely for the purpose of conducting internal non-commercial researches at its own laboratory ("RESEARCHES"). PURCHASER shall not, directly or indirectly, engage in any business activities or use PRODUCTS for commercial or other non-permitted purposes.
3. Restriction in Use. PRODUCTS shall not be used in humans, or for pharmaceutical or *in vitro* diagnostic purposes.
4. Modification. PURCHASER shall not modify the whole or part of sequences of plasmids contained in PRODUCTS, except those in the multiple cloning site (MCS) of each plasmid. PURCHASER shall not use any partial sequences of each plasmid for production of another plasmid. Any modification or other derivative of PRODUCTS in breach of PURCHASER's obligations herein shall be owned by TAKARA, and PURCHASER hereby assigns to TAKARA any and all rights in and to such modification.
5. Restriction in Disposal. PURCHASER shall not transfer or otherwise dispose of PRODUCTS, including its modifications or other derivatives, to any third party without TAKARA's prior written permission. TAKARA may permit a transfer of PRODUCTS, including its modifications or other derivatives, if the transferee is a third party who is also granted a license to use PRODUCTS separately from TAKARA.
6. LIMITATION OF WARRANTY. PRODUCTS ARE EXPERIMENTAL IN NATURE AND ARE PROVIDED AS IS WITHOUT WARRANTIES OF ANY KIND, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TAKARA SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES. TAKARA'S CUMULATIVE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY PURCHASER TO TAKARA.
7. Non-Assignment. PURCHASER shall not transfer or assign to any third party any or all of its rights or obligations regarding PRODUCTS.
8. Compliance. PURCHASER shall comply with all applicable laws, rules and regulations.



**Appendix I. Product Name and Product Code**

i) pHEK293 Ultra Expression Vector I (Product Code 3390)

ii) pHEK293 Ultra Expression Vector II (Product Code 3392)

**Appendix II. Patent Rights**

Expression cassette (Patent application No. PCT/JP2013/83116)