

MATERIAL TRANSFER AGREEMENT

THIS AGREEMENT is made this 21. July 2016

BETWEEN

1. ,
whose registered office is at

(hereinafter "CLIENT"), and
2. InVivo BioTech Services GmbH, whose address is at Neuendorfstr. 24a, 16761 Hennigsdorf, Germany (hereinafter "INVIVO")

WHEREAS

CLIENT has material as described in SCHEDULE 1 (hereinafter the "MATERIAL"); and

INVIVO wishes to provide contract services related to MATERIAL as specified in SCHEDULE 2 (hereinafter "RESEARCH")

IT IS HEREBY AGREED AS FOLLOWS:

1. The MATERIAL is supplied for scientific research purposes only. For the purposes of this agreement, MATERIAL shall mean the MATERIAL supplied and all derivatives of and modifications to the MATERIAL. For the avoidance of doubt, THE MATERIAL shall not be used commercially by INVIVO nor administered to humans, companion animals or farm animals.
3. On receipt of the MATERIAL, INVIVO shall undertake the RESEARCH. Use of the MATERIAL shall only take place on the premises of INVIVO and shall only be conducted by INVIVO staff.
4. THE MATERIAL may only be used for the purpose of the RESEARCH and for no other purpose whatsoever and then only during the subsistence of this agreement.
5. INVIVO will treat the MATERIAL as being strictly confidential and will not transfer, distribute or release the MATERIAL or any part thereof to any other person or entity and shall ensure that no person will be allowed to take or send the MATERIAL to any other location, unless written permission is obtained in advance from the CLIENT.
6. INVIVO agrees that upon request from the CLIENT at any time and in any event upon termination of this agreement they will forthwith return all of the MATERIAL (including for the avoidance of doubt all modifications thereto or derivatives thereof) to the CLIENT or at CLIENT's option destroy all unused amounts of the MATERIAL.
7. INVIVO agrees to comply with all governmental and non-governmental handling and containment regulations and other guidelines applicable to the use or provision of the MATERIAL. INVIVO warrants that it is fully aware of the nature of the MATERIAL and that its staff is qualified to handle and use the MATERIAL according to all governmental and non-governmental handling and containment regulations.

8. Subject to Clause 8, INVIVO agrees to keep all results of the RESEARCH strictly confidential.
9. In the event that use of the MATERIAL under this AGREEMENT results in the discovery of a new use for the MATERIAL, whether or not patentable (hereinafter "NEW USES"), INVIVO agrees to disclose, promptly to the CLIENT all such NEW USES.
10. INVIVO agrees to execute, acknowledge and deliver all such further papers and to perform all further acts as may be necessary or desirable to perform its obligations under this AGREEMENT or to confirm the CLIENT's ownership of rights as set out in Clause 10 below.
11. No right to license is granted under this AGREEMENT either expressly or by implication. It is understood that any and all proprietary and intellectual property rights of whatever nature, including but not limited to patent rights, in and to the MATERIAL and in all results of the RESEARCH and in all NEW USES shall be and remain the exclusive property of the CLIENT.
12. Without prejudice to Clause 3 above, the MATERIAL shall not be used in research that is subject to consulting or licensing obligations to a corporation or business entity, unless written permission is obtained in advance from the CLIENT. INVIVO will not use the MATERIAL, or the results of any research using the MATERIAL, for the development of a commercial product whatsoever, unless written permission is obtained in advance from the CLIENT.
13. The CLIENT is entitled to terminate this agreement on 30 (thirty) days notice without cause.
14. This AGREEMENT is not assignable, whether by operation of law or otherwise, without the prior written consent of the CLIENT.
15. INVIVO acknowledges that the MATERIAL is provided without warranty of satisfactory quality or of fitness for a particular purpose or any other warranty, express or implied, and the CLIENT makes no representation or warranty that the use of the MATERIAL will not infringe any patent, copyright, trade mark or other proprietary right. All warranties are hereby excluded to the extent permitted by law.
16. In no event shall the CLIENT be liable for any use of the MATERIAL by INVIVO, INVIVO hereby agrees to defend, indemnify and hold harmless the CLIENT (including its officers, directors, employees, shareholders and agents) from any loss, claim, damage, expense or liability, of whatsoever kind or nature (including attorney's fees), which may arise from or in connection with this AGREEMENT or the use, handling or storage of the MATERIAL by INVIVO.
17. This AGREEMENT shall not be capable of modification in any way whatsoever other than by the written and signed consent of both parties.
18. If any of the provisions of this Agreement shall become or be held invalid or unenforceable all other provisions hereof shall remain in full force and effect. The CLIENT and INVIVO shall in good faith amend or replace any invalid or unenforceable provision by a valid and enforceable provision which accomplishes as far as possible the purpose and intent of the existing or unenforceable provision.
19. This AGREEMENT shall be interpreted in accordance with German law and shall be subject to the jurisdiction of the German courts.

SCHEDULE 1

Material:

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SCHEDULE 2

Research for which the material is to be used:

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SIGNED FOR AND ON BEHALF OF INVIVO

NAME
(CAPITALS): DR. WOLFGANG WEGLÖHNER **SIGNATURE:** _____

POSITION: CEO/CSO **DATE:** _____

AGREED TO AND ACCEPTED FOR AND ON BEHALF OF

NAME
(CAPITALS): **SIGNATURE:** _____

POSITION: **DATE:** _____