

BIOLOGICAL MATERIAL TRANSFER AGREEMENT (BMTA)

PROVIDER

Represented by: Joan Parra Farré, Vice President/ CEO
Organization: Acondicionamiento Tarrasense ("WeLab")
Address: C/ de la Innovació, 2 · 08225 Terrassa (Barcelona), Spain

RECIPIENT

Represented by:
Organization:
Address:

RECIPIENT SCIENTIST

[SCIENTIST'S DETAILS]

In response to RECIPIENT's request for the BIOLOGICAL MATERIAL identified as:
Sigma-1 receptor knockout mouse

PROVIDER asks that RECIPIENT and RECIPIENT SCIENTIST agree to the following before RECIPIENT receives the BIOLOGICAL MATERIAL:

1. Definitions:

BIOLOGICAL MATERIAL covered by this Agreement include the materials as identified in the front page of this Agreement and any DERIVATIVES (as defined below), components, PROGENY (as defined below), modifications, products and any parts thereof, and any substance replicated or extracted therefrom by RECIPIENT SCIENTIST or his/her coworkers. BIOLOGICAL MATERIALS are owned by PROVIDER, who is free, in its sole discretion, to distribute the BIOLOGICAL MATERIAL to others and to use it for its own purposes.

PROGENY means any biological organism, such as cells, including germinal cells, tissue, organ or a multicellular organism (e.g. a mouse) derived, partially or completely from the BIOLOGICAL MATERIAL through processes involving cell division or biological reproduction at the organism level.

DERIVATIVES mean any biologically meaningful entity, such as a collection of genes assembled into a unit, which may be self-replicating within the appropriate environment, or a part of this collection, or their products, which incorporate the BIOLOGICAL MATERIAL, or their products, in whole or in part, including homologous recombination products, cassette exchange products, germ line transmission products, crosses, breeding varieties, cell fusions, sub-cloning products, etc.

INFORMATION mean any technical, scientific or business information or know-how about the characteristics or properties of the BIOLOGICAL MATERIAL, including Intellectual Property Rights, Intellectual Property Right applications, trade secrets, and patentable and non-patentable inventions, which is property of PROVIDER, in connection with this Agreement or research activities contemplated in this Agreement furnished by PROVIDER to RECIPIENT regardless whether such information or know-how is in oral, written, electronic or other form.

2. The BIOLOGICAL MATERIAL and INFORMATION will be used for research purposes only and, specifically, only for and within the research project protocol (hereinafter referred to as "PROTOCOL") attached to this Agreement, which is hereby made part of this Agreement. RECIPIENT and

the RECIPIENTSCIENTIST and his/her coworkers shall not use the BIOLOGICAL MATERIAL and INFORMATION for commercial or other purposes different from those specified in the attached PROTOCOL. The BIOLOGICAL MATERIAL and INFORMATION must not be released to any other person or entity or used for any other purpose without the prior written consent of the PROVIDER.

Upon acceptance of this Agreement, the PROVIDER shall permit EMMA Repository to release to the RECIPIENT the BIOLOGICAL MATERIAL identified in the research project protocol attached to this Agreement (and in such amounts identified therein).

The PROVIDER is excluded from any payment and bureaucracy brought about by the provision of the BIOLOGICAL MATERIAL. All charges, including the generation of the specific requested BIOLOGICAL MATERIAL supplied by the EMMA repository, handling fee, delivery and shipping costs, distribution as well as the responsibility for obtaining all import and export clearances and licences and arrangements for the import of the BIOLOGICAL MATERIAL to the RECIPIENT's local jurisdiction and facility are to be borne by the RECIPIENT or, alternatively, as agreed between EMMA Repository and RECIPIENT.

RECIPIENT shall itself, and procure that the RECIPIENT SCIENTIST and his/her coworkers shall comply with all laws, regulations and codes of practice applicable to the BIOLOGICAL MATERIAL and its use, storage and disposal as exist in the RECIPIENT's place and country, including all guidelines for research on biological materials.

RECIPIENT agrees to use the BIOLOGICAL MATERIAL in compliance with all internationally applicable statutes and regulations regarding Genetically Modified Organisms as well as research involving experimental animals, including the laws applicable in the Country where the research project is to be performed. The BIOLOGICAL MATERIAL shall not be used in humans or for diagnostic testing of human tissue or samples.

RECIPIENT shall commence the performance of the research project after the signature of this

Agreement, once received the BIOLOGICAL MATERIAL and shall use reasonable efforts to perform the research project in accordance with the terms and conditions of this Agreement and in accordance with the terms of the research project PROTOCOL, especially the time schedule specified herein.

RECIPIENT agrees to destroy at its cost at the end of the research project the BIOLOGICAL MATERIAL and any PROGENY or DERIVATIVES generated by RECIPIENT, and shall send to the PROVIDER the written confirmation of their destruction.

This Agreement specifically excludes the use of the INFORMATION and BIOLOGICAL MATERIAL, their PROGENY, or DERIVATIVES for any commercial purposes. This Agreement also specifically excludes the use of the INFORMATION and BIOLOGICAL MATERIAL, their PROGENY, or DERIVATIVES from any use in humans.

3. The INFORMATION, the BIOLOGICAL MATERIAL, their PROGENY or DERIVATIVES will not be further distributed to third parties without the PROVIDER's written consent. RECIPIENT shall address any request for the INFORMATION, BIOLOGICAL MATERIAL, their PROGENY or DERIVATIVES to PROVIDER.

4. Neither party will use the name or trademarks of the other, nor the name of any member of the other's staff, in any publicity, advertising, or news releases without the prior written approval of an authorized representative of the other party.

5. INFORMATION from PROVIDER to which RECIPIENT has access shall be maintained by RECIPIENT in strict confidence and shall not be disclosed to any third party. Furthermore, RECIPIENT shall not use INFORMATION for any purpose other than those purposes specified in this Agreement.

RECIPIENT may disclose INFORMATION to employees and collaborators requiring access for the purposes of this Agreement provided, however, that prior to making any such disclosure the employee and/or collaborator

shall be apprised of the duty to maintain INFORMATION in confidence and not to use such information for any purpose other than in accordance with the terms and conditions of this Agreement and is bound by written obligations of confidentiality not less restrictive than those contemplated herein, as confirmed in this Agreement by the signature of RECIPIENT. RECIPIENT will respond in any case of the breach of the obligations of this Agreement by its employees and/ or collaborators.

RECIPIENT shall apply security measures suitable to ensure confidentiality of INFORMATION, and particularly, undertakes and commits itself to use appropriate means to securely exchange the INFORMATION.

Nothing contained herein will in any way restrict or impair the right of RECIPIENT to use, disclose, or otherwise deal with any INFORMATION which at the time of its receipt:

- a. is generally available to the public, or thereafter becomes available to the public through no act or omission of RECIPIENT, or
- b. is documented to be independently known prior to receipt thereof or is made available to RECIPIENT as a matter of lawful right by a third party.

If RECIPIENT is required or legally compelled under applicable laws, regulations or court or administrative order to disclose any INFORMATION, the Recipient shall, in advance of such disclosure, provide PROVIDER with prompt written notice of such requirement and shall cooperate to avoid and/or minimize the degree of such disclosure. The prior written notice must be given as soon as reasonably possible in order to permit PROVIDER to challenge such disclosure or to seek a protective order or some other accommodation to protect the confidentiality of the Information that is required to be disclosed.

RECIPIENT shall have the burden of proof that any of the foregoing exceptions in this Section 5 applies in cases where RECIPIENT claims the existence of such an exception.

The above obligations for INFORMATION shall be in effect for a period of ten (10) years from the

termination of this Agreement.

Forthwith upon the expiration/termination of this Agreement and/or as otherwise requested by PROVIDER, RECIPIENT will deliver to PROVIDER all INFORMATION and any and all copies thereof, in whatever form, that were disclosed to RECIPIENT, prepared thereby and/or came to its possession in any manner whatsoever, and shall certify to PROVIDER in writing its compliance herewith.

6. Without detriment of the PROVIDER's intellectual property rights to the BIOLOGICAL MATERIAL, intellectual property rights, results, data and discoveries arising out of RECIPIENT's and/or RECIPIENT SCIENTIST's use of the BIOLOGICAL MATERIAL (hereinafter "RESULTS") shall belong to the RECIPIENT.

Such results, data and discoveries generated by the RECIPIENT as a consequence of the execution of the PROTOCOL can be used for publications. RECIPIENT shall acknowledge the PROVIDER organization (WeLab) as the source of the BIOLOGICAL MATERIAL in any publication.

However, the RECIPIENT grants to the PROVIDER and/or its affiliates and/or associates companies about the RESULTS, especially about patent protection (use patent/s) of the use of sigma-1 receptor ligands for the treatment of a given indication or indications, a non-exclusive, worldwide, indefinite, royalty-free, fully paid-up license to use such RESULTS for research, development and commercialization of PROVIDER-owned therapeutic medicinal products (i.e. sigma-1 ligands) for treating of a given indication or indications.

7. RECIPIENT will supply PROVIDER with a final one page summary report including all the relevant findings of the research project within ninety (90) days of the completion of the research project.

8. Any BIOLOGICAL MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO

WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE BIOLOGICAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

9. BY ACCEPTING THE BIOLOGICAL MATERIAL, RECIPIENT ASSUMES ALL RESPONSIBILITY AND LIABILITY AFTER SUCH ACCEPTANCE ARISING FROM OR RELATED TO THE STORAGE, HANDLING, USE OR DISPOSAL OF THE BIOLOGICAL MATERIAL, AND RECIPIENT HEREBY RELEASES PROVIDER FROM ALL RESPONSIBILITY AND LIABILITY ARISING FROM OR RELATED THE STORAGE, HANDLING, USE OR DISPOSAL OF THE BIOLOGICAL MATERIAL OR ANY OTHER USE OF THE BIOLOGICAL MATERIAL BY RECIPIENT. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY USE BY RECIPIENT OF THE BIOLOGICAL MATERIAL OR ANY LOSS, CLAIM, DAMAGE OR LIABILITY, OF WHATSOEVER KIND OF NATURE, WHICH MAY ARISE FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE USE, HANDLING, STORAGE OR DISPOSAL OF THE BIOLOGICAL MATERIAL. WITHOUT DEROGATING FROM THE ABOVE, IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY USE OF THE BIOLOGICAL MATERIAL, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES HOWSOEVER ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. RECIPIENT agrees to defend, indemnify and hold PROVIDER, its officers, employees and agents harmless from and against any claims, proceedings, suits, judgements and liabilities, and losses, damages, expenses and costs (including attorney's fees) (collectively referred to as the "Claims") incurred in connection therewith, which may arise from or in connection with this Agreement and/or from the use, handling or storage of the BIOLOGICAL MATERIAL by RECIPIENT, or anyone on its behalf, or the breach by RECIPIENT of any of its obligations hereunder.

11. This Agreement shall remain in force until conclusion of the research project shown in the research project protocol.

12. Applicable Law: This agreement shall be governed by the Laws of Spain. Any conflict between the parties that may not be resolved amicably between themselves will be settled by trial in the courts of Barcelona (Spain), whose judgment will be final.

13. The following sections shall survive termination of this Agreement: Section 5, Section 6, Section 9, Section 10, Section 11 and Section 12.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate as of the date and place above, by their duly authorized representatives.

PROVIDER SCIENTIST

Organization: Acondicionamiento Tarrasense (WeLab)
Address: C/ Baldiri Reixac, 4-8, 08028 Barcelona. Spain
Name: José Miguel Vela
Title: Chief Scientific Officer

Signature: _____

Date: _____

RECIPIENT SCIENTIST

Organization:
Address:
Name:
Title:

Signature: _____

Date: _____

PROVIDER ORGANIZATION APPROVAL

Authorized Representative: Joan Parra Farré
Title: Vice President/ CEO
Address: C/ de la Innovació, 2 · 08225 Terrassa (Barcelona), Spain

Signature: _____

Date: _____

RECIPIENT ORGANIZATION APPROVAL

Authorized Representative:
Title:
Address:

Signature: _____

Date: _____

Research Project PROTOCOL

INCLUDE A CLEAR DESCRIPTION OF THE REQUESTED MATERIAL AND REQUIRED AMOUNT AS WELL AS THE AIMS OF THE INTENDED EXPERIMENTS AND A SUMMARY OF THEM:

1-Description of requested biological material

2-Aims of the intended experiments

3-Experimental approach

4- Time schedule