

Terms and Conditions

This agreement (the “Agreement”) is by and between you (“Client”), and Genezen Laboratories, Inc., a Delaware corporation with offices at 9900 Westpoint Drive, Suite 128, Indianapolis, Indiana 46256 (“Genezen”). Client and Genezen are referred to herein each as a “Party” and collectively as the “Parties.”

Terms and Conditions

1) Term and Termination

- a) The term of this Agreement shall commence upon your acceptance and shall continue until the earlier of (i) the completion of Services, and (ii) ninety (90) days.
- b) Either Party may terminate this Agreement for any or no reason by providing at least fifteen (15) days written notice to the other Party.
- c) In the event of termination:
 - i) Genezen will retain any amounts paid by Client to Genezen prior to the effective date of termination.
 - ii) Genezen shall return to Client all unused materials provided by Client (“Client Materials”) at Client’s cost.

2) Intellectual Property

- a) Each Party shall retain all rights, title and interests in and to any and all materials, technology, inventions, discoveries, data or other proprietary information, and any and all patents, trademarks, copyrights, trade secrets, and other intellectual property therein, in each case, that are owned or controlled by such party prior to the effective date of this Agreement or developed or obtained by such Party independent of this Agreement (collectively “Intellectual Property”), without conferring any interests therein on the other Party, except that Client hereby grants to Genezen the limited right to use the Intellectual Property of Client for the sole purpose of providing the Services.
- b) With respect to inventions conceived, reduced to practice, or created solely by Genezen, including its respective agents, in the course of performing its obligations under this Agreement, Client shall own inventions that require the use or incorporation of Client Confidential Information or incorporates Client Material, and all intellectual property rights therein (“Arising Client IP”). Genezen and/or its respective agents shall own all other inventions and all intellectual property rights therein, conceived, reduced to practice, or created in the course of performing its obligations under this Agreement (“Arising Genezen IP”).

3) Representations and Warranties

- a) Except for those warranties expressly set forth herein, Genezen makes no warranties, written, oral, express, or implied, with respect to the Services. ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS ARE HEREBY DISCLAIMED BY GENEZEN. NO WARRANTIES OF GENEZEN MAY BE CHANGED BY ANY REPRESENTATIVES OF GENEZEN.
- b) Genezen makes no representation or warranty, and Client expressly waives all claims against Genezen, and any of its respective agents or employees, arising out of or in connection with any claims relating to the stability, efficacy, safety, or toxicity of any Product developed, formulated, packaged, or manufactured in accordance with the Services.
- c) Client represents and warrants that:

Confidential Information of Genezen

- i) It has the right to give Genezen any information provided by Client hereunder, and that Genezen has the right to use such information for Genezen's performance hereunder.
- ii) It has investigated and has no knowledge of any (A) patents or other intellectual property rights that would be infringed by Genezen performance hereunder through use of Client Material, or (B) proprietary rights of third parties that would be violated by Genezen's performance hereunder through use of Client Materials.
- iii) It expressly acknowledges that it uses Product supplied by Genezen at its own risk and responsibility and the Product is for research use only and shall not be used in humans.

4) Limitation of Liability

Except in the event of a breach of a Party's Confidentiality obligations in Appendix 1 of this Agreement, the total liability of Genezen for all losses and damages under this Agreement will not exceed the amounts paid by Client hereunder.

5) Indemnification and Insurance

Client will indemnify, defend and hold harmless Genezen, its affiliates and its and their respective officers, directors, employees, subcontractors, and agents (collectively, the "Genezen Indemnitees") against any and all losses in connection with any and all actions, suits, claims or demands that may be brought or instituted against any Genezen Indemnitee by any third party to the extent they arise out of or relate to i) any use of any deliverable by Client (including without limitation any claim of infringement of any patent or trademark or the unauthorized use of a trade secret and any product liability claims); and ii) any breach of this Agreement by Client.

6) General Terms

- a) Genezen shall act as an independent contractor for Client in providing the Services described hereunder and shall not be considered an agent of, or joint venturer with, Client.
- b) Genezen will issue invoices in accordance with the payment schedule set forth in the Statement of Work and Client will pay the amounts set forth in each invoice within thirty (30) days of the date of such invoice.
- c) Client acknowledges and agrees that Genezen may subcontract or delegate its obligation to perform portions of the Services. Genezen shall remain obligated for the performance of all Services.
- d) Each of the Parties represents that it has the full and complete power and authority to execute this Agreement and that this Agreement constitutes a valid and binding obligation of each Party. This Agreement may only be modified by a written agreement signed by an authorized representative of each Party.

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Appendix 1 – Confidentiality

- 1) “Confidential Information” means any and all proprietary or nonpublic information, including information that is written, electronic, oral or visual, that is directly or indirectly furnished, provided, or disclosed by, or on behalf of, a Party (“Disclosing Party”) to the other Party (“Receiving Party”) or the Receiving Party’s affiliates or its respective members, principals, officers, directors, shareholders, trustees, employees, agents, consultants, or advisors (collectively, “Representatives”) in connection with the Purpose. Confidential Information may include, without limitation, any and all information related to the business, financial condition, operations, results of operations, products or product candidates, technology, intellectual property, processes, customers, suppliers or partners of Disclosing Party and any confidential information of a third party entrusted to the Disclosing Party.
- 2) Term of Confidentiality Obligations. Except as otherwise provided in this Appendix 1, during the Term of this Agreement and for a period of seven (7) years after the expiration or termination of this Agreement for any reason, each Party (the “Receiving Party”) agrees that it will keep the Confidential Information of the other Party (the “Disclosing Party”) confidential and use it solely to conduct the activities contemplated and to exercise rights under this Agreement, and for no other purpose.
- 3) Confidentiality and Non-Use Obligations. All Confidential Information disclosed to the Receiving Party or any of the Receiving Party’s affiliates by or on behalf of the Disclosing Party or an Affiliate of the Disclosing Party will be (a) used by the Receiving Party or its Permitted Recipients solely as authorized under this Agreement and in connection with the activities contemplated by this Agreement or in order to further the purposes of this Agreement and (b) maintained in confidence by the Receiving Party and such Party’s affiliates, with a degree of care that is not less than the Receiving Party typically exercises with respect to its own similar Confidential Information and in any case with not less than reasonable care. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information will not be prohibited to the extent required to comply with Applicable Law, or with a valid court or administrative order, provided that the Receiving Party will (x) if legally permitted notify the Disclosing Party of any such disclosure requirement or request as soon as practicable; (y) cooperate with and reasonably assist the Disclosing Party (at the Disclosing Party’s cost) in seeking a protective order or other remedy in respect of any such disclosure; and (z) furnish only that portion of the Confidential Information which is legally required to be disclosed as determined by Receiving Party’s counsel. If Genezen becomes obliged, on behalf of the Client, to provide testimony or records regarding this Agreement in any legal or administrative proceeding, Genezen will provide such testimony or records at the Client’s sole cost and expense at Genezen’s then applicable rates.
- 4) Disclosures to Permitted Recipients. The Receiving Party and the Receiving Party’s affiliates will provide Disclosing Party’s Confidential Information only on a need-to-know basis to the Receiving Party’s and its affiliates’ respective employees, officers, directors, consultants, subcontractors, advisors, and representatives (collectively, “Permitted Recipients”) to the extent needed to exercise its rights or performs its obligations under this Agreement, solely under conditions of confidentiality and non-use at least as stringent as the conditions imposed by this Agreement, and provided that each the Disclosing Party will remain responsible for any failure by its Permitted Recipients to treat such information and materials as required under Section 2c.
- 5) Exceptions to Confidential Information. Confidential Information will not include information that:
 - i) was known or used by the Receiving Party or such Party’s affiliates or Permitted Recipients prior to its date of disclosure hereunder, as demonstrated by competent written evidence; or
 - ii) either before or after the date of the disclosure hereunder is lawfully disclosed to the Receiving Party or any of such Party’s affiliates or Permitted Recipients by sources other than the Disclosing Party rightfully in possession of such information and not bound by confidentiality obligations to the Disclosing Party; or
 - iii) either before or after the date of the disclosure hereunder is or becomes published or otherwise is or becomes part of the general public knowledge, through no breach hereof on the part of the Receiving Party or such Party’s affiliates or Permitted Recipients; or
 - iv) is independently developed by or for the Receiving Party or any of such Party’s affiliates without reference to or reliance upon the Confidential Information of the Disclosing Party, as demonstrated by competent written evidence.
- 6) Responsibility for Compliance with Confidentiality and Nonuse Obligations.
 - i) Notification. To the extent legally permitted, the Receiving Party will promptly notify the Disclosing Party in writing of the Receiving Party becoming aware of any actual or threatened disclosure, misappropriation or other violation of the Disclosing Party’s Confidential Information in breach of this Agreement.
 - ii) Cooperation. If, at any time, the Disclosing Party brings, or investigates the possibility of bringing, any claim against any Person for misappropriation of trade secrets or misuse of Confidential Information, then the Receiving Party, upon the request and at the expense of the Disclosing Party, will reasonably cooperate with and assist the Disclosing Party in the investigation or pursuit of such claim.
- 7) Disclosure of Provisions of Agreement. In the event that this Agreement is required to be included in any report, statement or other document filed by a Party (“Filing Party”) or an affiliate of such Filing Party with the SEC or similar regulatory agency in a country other than the U.S. or any stock exchange or other securities trading institution, the Filing Party will use, or will cause such Filing Party’s affiliate, as the case may be, to use, good faith efforts to obtain confidential treatment from the SEC, similar regulatory agency, stock exchange or other securities trading institution of the other Party’s proprietary technical data, know-how, and trade secrets concerning such other Party’s production and purification methods, other Party’s equipment and techniques, other Party’s facilities and its design and operation, and other Party’s Technology and New Technology, as well as financial information or other information of a competitive or confidential nature, and will include in such confidentiality request such provisions of this Agreement as may be reasonably requested by such other Party, in each case subject at all times to the Filing Party’s disclosure obligations under Applicable Law. Each Party may disclose the terms and conditions of this Agreement and high-level summaries of the activities hereunder or under any Statement of Work to potential or actual investors, acquirers or collaborators as may be reasonably necessary for, and solely for purposes of, evaluating such actual or potential investment, acquisition or collaboration on a need-to-know basis; provided that in the event of any disclosure of the terms of this Agreement to a Third Party who is a prospective investor, acquiror or collaborator, this Agreement shall only be disclosed to such Third Party and its advisors in the redacted form that has been agreed to by the other Party, such agreement not to be unreasonably withheld, conditioned or delayed.
- 8) Remedies. The Receiving Party acknowledges that a breach by it of any of the terms of this Appendix 1 could cause irreparable harm to the Disclosing Party for which the Disclosing Party might not be adequately compensated by money damages. Accordingly, the Receiving Party agrees that, in addition to all other remedies available to the Disclosing Party in an action at law or in equity or otherwise under this Agreement, in the event of any breach or threatened breach by the Receiving Party of the terms of this Agreement, the Disclosing Party will, without the necessity of proving actual damages or posting any bond or other security, be entitled to seek temporary and permanent injunctive relief, including, but not limited to, specific performance of the terms of this of this Agreement.

9) No Licenses. Except as expressly provided in this Agreement hereof, no right or license, either express or implied, is granted under any Intellectual Property Right or by virtue of the disclosure of Confidential Information under this Agreement,

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or otherwise. The Parties agree that each Party has and will retain sole and exclusive rights of ownership in and to any Confidential Information of such Party.