

## Non-Profit Supply Agreement

Between

CLS Cell Lines Service GmbH, ggf. HRB Dr.-Eckener-Str.8, 69214 Eppelheim („CLS“)

and

The respective Recipient („Recipient“) is described on the signature page of this document.

### Preamble

The Recipient intends to obtain cell lines, stem cells and/or primary cells (“CLS Material“) as designated on the last page of this document with the rights of use granted hereunder.

1. The Recipient is granted a non-exclusive, non-sublicensable license for the use of CLS Material solely for purposes of education, teaching, and internal research activities, wherein such use does not directly result in commercial advantage or financial compensation (“Applicable Permitted Use”).

1.1. The applicable Permitted Use shall extend to:

- (a) Unmodified derivatives or progeny originating directly from CLS Material (“Progeny”);
- (b) Cells created by the Recipient that constitute an unmodified functional subunit or native product expressed by CLS Material (“Unmodified Derivatives”), including but not limited to nucleic acids, antibodies, proteins, lipids, carbohydrates, metabolites, membranes, exosomes, organelles, and other native substances or purified or fractionated subsets or lysates of any of the above;
- (c) Any substances or organisms which are not Progeny or Unmodified Derivatives but that contain and/or incorporate a significant or substantial portion of CLS Material (“Modifications”), including but not limited to CLS Materials that have been transfected with a reporter gene or induced pluripotent stem cells and mesenchymal stem cells that were derived from CLS Material; and
- (d) New tangible materials made by the Recipient that are based on, created through using, or designed from information about CLS Material, but they neither contain nor incorporate any CLS Material (“Derivatives”).

1.2. However, even under the Applicable Permitted Use the Recipient is strictly prohibited in any case from the use of CLS Material, Progeny, Unmodified Derivatives, Modifications and Derivatives:

- (a) In human subjects;
  - (b) For therapeutic, diagnostic, or prophylactic purposes in humans.
2. CLS Material, Progeny, Unmodified Derivatives, Modifications and Derivatives may only be utilized by the Recipient for research purposes and are not to be employed for any commercial purposes without first securing a commercial use license from CLS.

2.1. This restriction encompasses any commercial endeavour, including but not limited to fee-based services like proficiency testing, preclinical, clinical, bioproduction, and manufacturing. It is applicable regardless of whether these activities are conducted by a university facility, Not-for-Profit Organization, Contract Research (CRO), or a third-party contractor. Furthermore, the prohibition extends to the use of these materials in the production or manufacturing of goods for sale, participation in commercial manufacturing processes, involvement in clinical trials, regulatory

testing, human-related applications, commercial exploitation of biological data, and the generation of genomic sequences for financial gain ("Commercial Use"). If any such Commercial Use is intended, the Recipient is obligated to obtain a license from CLS for such Commercial Use.

3. The recipient is strictly prohibited from transferring or utilising CLS Material in any biological material repository or core facility.
4. Transfer within the recipient organization is permitted solely to the extent that the CLS Material and Progeny are only utilized by members of the same laboratory or scientists involved in a collaborative research project within the same organization. Any member or scientist must agree to be bound by the terms and conditions of this agreement and confirm not to further transfer such materials.
6. Transfer of the CLS Material or Progeny to third parties is not permitted.
7. The creation of Modifications and Unmodified Derivatives is permitted only within the Recipient's facilities. The Recipient may transfer these Modifications and Unmodified Derivatives with (i) Contract Research Organizations (CROs), exclusively for Noncommercial Use on the Recipient's projects, and (ii) research collaborators engaged in a Noncommercial Use research project, provided that such recipients formally agree not to redistribute the Modifications or the Unmodified Derivatives. At the conclusion of any collaborative research effort, the Recipient must ensure that the receiving party either returns the materials or provides written confirmation of their destruction.
8. The Recipient is authorized to transfer published Modifications for Noncommercial Use in alignment with the publication's provisions.
9. If a researcher affiliated with the Recipient moves to another institution, they are permitted to bring the Modifications with them under two conditions: (i) the Recipient consents to the transfer and informs CLS in writing, and (ii) the new institution has either established or is willing to enter into a material transfer agreement with CLS.
10. CLS and/or its Contributors shall maintain ownership of all rights, titles, and interests in the CLS Materials, including those CLS Materials contained or integrated into Modifications.
  - 10.1. Recipient maintains ownership of: (a) Modifications (except that CLS retains ownership rights to CLS Material included therein and the utilization of such Modifications remains subject to the Applicable Permitted Use as detailed above) and (b) Derivatives.
11. The Recipient agrees and shall ensure that every scientist acknowledges CLS as the source of the CLS Material, Progeny, Modifications, Unmodified Derivatives, or Derivatives in all research, academic or scholarly publications and in patent applications that reference such.
12. This contract is governed exclusively under German law save for the UN Convention for the International Sale of Goods ("CISG"). If the Recipient is a consumer and has his habitual residence in a country other than Germany at the time of his order, the application of mandatory legal provisions of that country shall remain unaffected by that choice of law.
13. For all disputes arising out of or in connection with this contract, the courts competent for Heidelberg, Germany, shall have exclusive jurisdiction. If the Recipient resides in Germany, this shall only apply if the Recipient is a merchant, a legal entity under public law or a special fund under public law. If the Recipient does not reside in Germany, but in a different member state of the European Union, this shall only apply if the Recipient is not a consumer under Art.17 of the regulation (EU) No. 1215/2012. In that case, the Recipient shall be entitled to file actions against CLS either at CLS' place of business or at the courts competent at the place where the Recipient usually resides. CLS, on the other hand, is only entitled to bring proceedings against the Recipient in the courts of the Member State in which the

**Non-Profit Supply Agreement Nr. \_\_\_\_\_**  
Please leave blank - Cytion will complete it post-signature.



Recipient is domiciled. If the Recipient neither resides in Germany nor in a member state of the EU, the applicability of the place of jurisdiction according to sentence remains unaffected.

**SIGNATURE PAGE FOLLOWS**



Please name the cell lines, stem cells and/or primary cells ("CLS Material"):

Each party is entering into this Agreement through its duly **authorized representative(s)**, acting in its name and on its behalf.

Recipient		Secondary Recipient Signature (Optional)	
Institute	<div></div>	Institute	<div></div>
	<div></div>		<div></div>
Principle researcher	<div></div>	Researcher	<div></div>
	<div></div>		<div></div>
Position	<div></div>	Position	<div></div>
	<div></div>		<div></div>
Date	<div></div>	Date	<div></div>
	<div></div>		<div></div>
Signature	<div></div>	Signature	<div></div>
	<div></div>		<div></div>

CLS Cell Lines Service GmbH

Name

Position

Date

Signature