MATERIAL TRANSFER POLICY

This Material Transfer Policy (the "Policy") applies to the transfer of certain proprietary materials provided by **OBI Pharma, Inc.**, a company existing under the laws of the Republic of China, whose principal place of business is located at 6th Floor, 508 Zhongxiao East Road, Section 7, Taipei 115011, Taiwan ("Provider") to the company or entity receiving such materials to evaluate their future use and development ("Recipient", individually referred to as a "Party"; together the "Parties").

This Policy shall not apply to the transfer of materials between Provider and Recipient should the Parties entered into a separate Material Transfer Agreement, which would in such case solely govern the transfer.

1. DEFINITIONS

In this Policy the following expressions have the meaning set opposite:

Affiliate: any entity that controls, is controlled by, or is under common control with a Party. One entity is deemed to control the other if and only if it directly or indirectly:

(i) owns more than fifty percent (50%) of the equity in the other; or
(ii) controls more than fifty percent (50%) of the voting rights of the other.

Business Day: Monday to Friday (inclusive) except public holidays in the Republic of China.

Confidential Information: the Materials, the Results, the Improvements, the Project, Intellectual Property and any other information relating to the Materials.

Improvement(s): a material enhancement to the functionality of any of the Materials created in the course of the Project, except a new use or indication discovered for any of the Materials during the course of the Project.

Intellectual Property: all intellectual property rights in any jurisdiction, including (i) patents and patent applications, divisions, continuations, continuations-in-part, reissues, renewals, reexaminations, requests for continued examination, supplemental registrations or extensions thereof, (ii) trademarks, whether registered or unregistered and applications for registration thereof, (iii) copyrights, whether registered or unregistered and applications for registration thereof, and (iv) Trade Secrets, Know-How, technology, proprietary information and data, including formulae, procedures, plans, methods, processes, specifications, models, protocols, techniques and experimentation, and design, testing and manufacturing data, and products, compositions, and procedures.

Know-How: unpatented technical information (including, without limitation information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain; all information, know-how, data, inventions, software and other Intellectual Property (except an Improvement) identified, created, developed, conceived or first reduced to practice or writing as a result of using the Materials in the Project.

Material Transfer Form: the form to be issued by Provider describing the Materials, their quantity and any other relevant information related thereto. The Material Transfer Form must be signed by Recipient to express approval of its contents.

Materials: the materials described in the Material Transfer Form, including but not limited to compounds, substances, antibodies or mixtures of compounds, substances or antibodies (and any derivative of such a compound, substance or antibody, or mixture of compounds, substances or antibodies), data, scan images, methods, or derivatives supplied by Provider to Recipient that contain or relating to any of the materials.

Project: the evaluation by Recipient of Recipient's interest in pursuing a proposed business relationship with Provider.

Results: all information, data, inventions, software and other Intellectual Property, to the exception of any Improvement, identified, created, developed, conceived or first reduced to practice or writing as a result of using the Materials in the Project.

Term: six (6) months beginning on the shipping of the Materials, or the end of the Project, whichever is earlier.

Trade Secret: any information relating to the Materials that satisfies the definition of a "trade secret" as set forth under Section 2 of the Trade Secrets Act of the Republic of China or, alternatively, under the Defend Trade Secrets Act of the United States (18 U.S.C. § 1836, et seq.).

2. TERMS AND CONDITIONS OF USE

2.1. Provider shall provide the Materials to Recipient pursuant to the terms and conditions of this Policy.

2.2. Provider shall ship the Materials to the Recipient's premises, at the address shown in the preamble to the Policy or another address designated by Recipient, in accordance with applicable law.

2.3. Provider shall ship the Materials EXW Taipei (Incoterms 2020), except where the parties enter into a separate Material Transfer Agreement.

2.4. Recipient shall not use the Materials for any purpose other than the performance of the Project, and may not unilaterally expand or modify the scope of the Project. Recipient shall not use the Materials for any commercial purpose, except upon Provider's prior written consent.

2.5. Recipient shall use the Materials at its premises, at the address stated in the preamble to this Policy, in accordance with all applicable laws, regulations, and governmental guidelines.

2.6. Recipient is responsible for complying with all relevant laws, regulations, standards and guidelines applicable to the receipt, use, processing, disposal or destruction and storage of the Materials. Provider shall provide all necessary assistance to the Recipient of the Materials to obtain all such permits, licenses or other approvals. Provider shall provide Recipient with information as reasonably necessary to enable Recipient to safely receive, process, store and use the Materials in accordance with applicable laws, regulations, standards and guidelines.

2.7. Recipient shall advise Provider of any regulatory action of which it is aware which would affect the Materials.

2.8. The Term may only be extended by written agreement of the Parties.

2.9. Recipient shall be responsible for its own expenses in conducting the Project.

3. USE AND EXPLOITATION OF INTELLECTUAL PROPERTY

3.1. Provider is the sole owner of its provided Materials and the Intellectual Property embodied therein.

3.2. Subject to the terms and conditions of this Policy, Provider hereby grants to Recipient a non-exclusive, non-transferable and royalty-free license to use the Materials and related Confidential Information for the sole purpose of conducting the Project.

3.3. Recipient shall retain physical control of the Materials and related Confidential Information and shall not sell, license, distribute or otherwise transfer or provide access to any Materials or Confidential Information, or any portion thereof, to any third party without the prior written consent of Provider, to the exception of Recipient's Affiliates. The limited license granted pursuant to Section 3.2 may not be sublicensed to any third party, except Recipient's Affiliates.

3.4. As between the Parties, Provider retains ownership of all right, title and interest in and to the Materials, Provider's Confidential Information and all Provider-owned or Provider-controlled Intellectual Property embodied therein, subject only to the limited license granted under Section 3.2.

3.5. Provider shall retain all right, title and interest in any and all Intellectual Property in and to Improvements made, conceived, discovered or reduced to practice pursuant to the performance of this Policy or during the course of the Project, whether unilaterally by Recipient or jointly by the Parties. The Parties hereby agree that no activity conducted under this Policy or during the performance of this Policy may lead to the joint ownership of any Intellectual Property related thereto.

3.6. Recipient may request from Provider the grant of a non-exclusive, worldwide, royalty-free license with right to sublicense for the life of any patent to be issued with respect to any Intellectual Property embodied in any Improvement, as set forth under Section 3.5. This option may be exercised at any time during the Term.

3.7. Any violation by Recipient of the terms of this Article 3 shall be regarded as a major breach to the Policy.

3.8. Nothing in this Policy is intended to confer or grant, or shall be construed to confer or grant, to the other Party (by license or otherwise) any Intellectual Property owned or controlled by the other Party, except as expressly set forth herein.

4. CONFIDENTIALITY

4.1. Subject to Section 4.2 below, no Party may, either during the Term or for ten (10) years after the end of the Term, disclose to any third party, nor use for any purpose except as expressly permitted by this Policy, any of the Confidential Information.

4.2. No Party may disclose or use the other Party's Trade Secrets for as long as the information satisfies the definition of a Trade Secret, provided that such Party has been duly informed in writing at the time of disclosure that the information constitutes a Trade Secret, except as expressly permitted by this Policy.

4.3. No Party shall be in breach of any obligation to keep any information confidential under this Article 4 to the extent that it:

(i) is known to the Party making the disclosure before its receipt from the other Party, and not already subject to any obligation of confidentiality to such other Party;

(ii) is or becomes publicly known without any breach of this Policy or any other undertaking to keep it confidential;

(iii) has been obtained by such Party from a third party in circumstances where it has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other Party;

(iv) has been independently developed by such Party;

(v) is disclosed pursuant to the requirement of any law or regulation or the order of any court of competent jurisdiction, and such Party has informed the other Party, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or

(vi) is approved for release in writing by the other Party.

4.4. Either Party may disclose the Confidential Information to its Affiliates, employees, officers, directors or professional advisors on a "need to know" basis and shall ensure that they are bound by a written Policy that prohibits any unauthorized disclosure or use of the Confidential Information. The Parties shall be jointly and severally liable for any breaches of the confidentiality obligations by any of these persons, to whom they disclose Confidential Information under this Policy.

4.5. Recipient agrees to communicate the Results to Provider in writing. Recipient may not disclose any Results to any third party without the prior written approval of the other Party, except to Recipient's Affiliates.

4.6. In the event Recipient desires to publish any previously-unpublished data or patient summaries concerning the Project or the Results, whether by means of publication in scientific journals or at seminars or conferences or otherwise, Recipient shall provide Provider with at least sixty (60) days written notice prior to the proposed date of submission of such data or information for publication, which notice shall be accompanied by the proposed publication (e.g., abstract, manuscript, or grant application). Recipient may not publish any Confidential Information, the Results or any data or information related to the Project or the Materials without the prior written consent of Provider.

5. USE OF NAMES AND LOGOS

5.1. Recipient may not use Provider's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining Provider's written consent.

6. INADEQUACY OF DAMAGES

6.1. Without prejudice to any other rights or remedies that a Party may have, the breaching Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Policy. Accordingly, the non-breaching Party shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this Policy by the breaching Party.

7. LIMITATION OF LIABILITY

7.1. The Materials are experimental in nature and Provider makes no representation and gives no warranty, condition or undertaking in relation to them.

7.2. Provider accepts no responsibility for any use by Recipient of any of the Results or the Improvements, nor for any reliance which may be placed on any Results or Improvements, nor for advice or information given in connection with any Results or Improvements.

7.3. Subject to Section 7.4, the liability of either Party to the other for any breach of this Policy, any negligence or arising in any other way out of the subject matter of this Policy, the Project, the Results and the Improvements, shall not extend to any indirect damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Party bringing the claim has advised the other of the possibility of those losses or if they were within the other Party's contemplation. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY INDEMNIFIED PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUE, REGARDLESS OF ANY KNOWLEDGE OR NOTIFICATION OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

7.4. The express undertakings and warranties given by the Parties in this Policy are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

8. EXPIRATION OF THE TERM

8.1. Recipient’s right to use the Materials shall come to an end on the expiry of the Term.

8.2. On the expiration of the Term, Recipient shall, at its expense and as instructed by Provider, return the Materials and Confidential Information to Provider at such address as Provider may notify to Recipient for that purpose or destroy the Materials and Confidential Information and certify to Provider that this has been done.

8.3. In the event that either Party commits a material breach or default of any of its obligations hereunder, the other Party hereto may give the breaching Party written notice of such material breach or default and shall request that such material breach or default be cured as soon as reasonably practicable. In the event that the breaching Party fails to cure such breach or default after the date of receipt of the non-breaching Party´s notice thereof, the non-breaching Party may terminate the written agreement of the Parties.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1. Governing Law: This Policy is governed by, and is to be construed in accordance with, the laws of the Republic of China.

9.2. Dispute Resolution: The Taiwan Taipei District Court shall have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Policy as the court of first instance, except that either Party may bring proceedings for an injunction in any jurisdiction.