

MATERIAL TRANSFER AGREEMENT

THIS MATERIAL TRANSFER AGREEMENT (this "Agreement"), is made by and between [REDACTED] ("Company") and The Medical Research, Infrastructure, and Health Services Fund of the Tel Aviv Medical Center, with offices at 6 Weizmann St., Tel Aviv 64239, Israel ("Fund"), shall govern the terms and conditions of the transfer of [REDACTED]. This Agreement is being made effective as of the date of the signature by or on behalf of Company and Fund as appears on the signature page hereof (the "Effective Date").

1. Transfer of Material. Subject to receipt of the appropriate Helsinki Committee and other approvals, to the extent required, Fund shall transfer to Company _____ materials to the extent available, owned by or licensed to Fund (the "Material"). The activities hereunder shall be supervised by _____ on behalf of Company, and by _____ on behalf of Fund. In consideration for the provision of the Material, Company shall pay Fund the amount of _____, payable within thirty (30) days of the issuance of an invoice by Fund to Company. The Material will be shipped to Company "ex works" as that term is defined in Incoterms 2000, departing from Fund's lab. Company shall arrange shipping back on an "ex works" basis. For the sake of clarity, it is stated that all cost, risk, and insurance for shipping of the Material in each direction shall be borne solely by the Company.

2. Limitation of Use. The Material may be used by Company only for conducting [REDACTED] as specified in the Protocol attached as **Appendix A** to this Agreement (the "Study") and shall be used for no other purpose whatsoever (including any commercial use) without Fund's prior written consent. All Material shall be anonymous.

3. Company's warranties. Without derogating from Company's warranties and undertakings under this Agreement, Company warrants and undertakes: (1) that it shall not transfer and/or sell and/or lease and/or directly or indirectly commercialize the Material and/or any part thereof and/or let any third party, directly or indirectly, examine the Material and/or the results of such examination, for whatever purpose, (2) Company shall allow access to the Material only to such personnel to whom access is necessary for the conduct of the Study described in the Protocol, (3) it shall at all times use the Material in a safe manner and shall at all times comply with all applicable laws, rules and regulations.

4. Confidentiality. All information relating to the Material that Company receives from Fund as a result of this Agreement and/or any information derived from the Material is, and shall remain, proprietary and confidential information of Fund. Company agrees to hold all confidential information of Fund in absolute confidence. Before any employee of, or consultant to, Company, has access to the Material or any confidential information of Fund, Company shall have entered into a written agreement with such person obligating him or her to hold the Material and such confidential information in strict confidence.

5. Control of Material. Company shall retain control over the Material and shall not transfer the Material to any third party without the prior written approval of Fund. For the purposes hereof, "third parties" shall not include those employees and consultants of

Company who will be involved in the handling, testing and/or evaluation of the Material under Section 2, provided such employees and consultants have entered into written confidentiality agreements required under Section 4. The Material shall remain the property of Fund, and Fund shall be given written notice of the transfer of the Material to any facility of Company, other than the facility to which they are initially delivered. Upon termination of this Agreement, as detailed in Section 11, Company shall discontinue its use of the Material and shall, upon the written request of Fund, return any unused Material to Fund and/or destroy the Material.

6. Ownership of Material. Title to all the Material shall remain exclusively with Fund. This Agreement and the resulting transfer of Material constitute a bailment and grants the Company only a non-exclusive, non-transferable right to use the Material for the purpose indicated in Section 2 and do not constitute a transfer of ownership rights or title to the Material.

7. No Warranty. The Material is being made available only to facilitate the Study set forth in this Agreement. THE MATERIAL IS BEING SUPPLIED WITH NO WARRANTIES, EXPRESS OR IMPLIED, AND FUND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

8. Rights in Results. Parties shall jointly own in equal shares any results derived from the Study.

9. Insurance; Indemnity and Hold Harmless.

9.1 Insurance. The company confirms that it does and shall continue to maintain, at its own expense, insurance which covers its liability pursuant to this Agreement,

9.2 Indemnity and Hold Harmless. The Company shall defend, indemnify and hold Fund and/or the Tel Aviv Sourasky Medical Center harmless from and against any third-party claims and liabilities arising therefrom which result from Institution's use, handling, storage, transportation and disposition and containment of the Materials.

10. Publication. Company shall not use the name of Fund and/or Hospital and/or their employees without Fund's prior written approval. Fund and the Fund's investigator shall be responsible for all publications relating to the Study. Company shall be given advance notice of any intent to publish any information relating to the Study, not being in the public domain, and shall be furnished with a copy of the contemplated publication at least 30 days before making any such disclosure, in order to allow Company to evaluate patent protection in respect thereof and implement a decision to file a patent application.

11. Compliance with Laws. Company shall use, handle, store, transport, dispose of and contain the Material in compliance with all applicable laws. Without derogating from the above, Company shall not use the Material in research on humans.

12. Term of Agreement. Unless earlier terminated by the mutual written agreement of the parties, or by either party by provision of thirty (30) days prior written notice or in accordance with any applicable law, this Agreement shall be effective as of the Effective Date and shall continue in effect for twelve (12) months thereafter. Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 16 and 17 of this Agreement shall survive the termination or expiration of this Agreement and remain in full force and effect.

13. General. This Agreement, contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be modified only by a subsequent written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue unaffected.

14. Agency. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

15. Assignment. Neither party shall assign this Agreement without the prior written consent of the other party.

16. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel and the competent courts in Tel Aviv, Israel, shall have exclusive jurisdiction over any action or proceeding arising under or relating to this Agreement.

17. Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, three days after deposit if sent by certified mail, postage prepaid, return receipt requested, or the day after delivery to a recognized overnight courier, to the following addresses:

If to Fund : _____

If to Company: _____

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below.

COMPANY

FUND

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

Acknowledged and agreed:

PRINCIPAL INVESTIGATOR (Company)

PRINCIPAL INVESTIGATOR(Fund)

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

Appendix A
Protocol