The PRF Lonafarnib Pre-clinical Drug Supply Program Material Transfer Agreement For Non-Government Institutions

Please note: No changes to this MTA will be accepted other than removing PI from certain legal obligations if the institution has a written policy prohibiting such matters.

(If you are from a US government laboratory, please do not complete this MTA. You will need a government MTA, which you can obtain by emailing Joan_Brazier@brown.edu.)

The Progeria Research Foundation, Inc. ("PRF") is pleased to provide a statement of conditions under which we can share with you_____ ("Principal Investigator" or "PI") and your laboratory at _____ ("Recipient"), Lonafarnib ("Compound") collected from Merck Sharp & Dohme Corp. located in Whitehouse Station, New Jersey ("Merck").

1. The synthesis and characterization of Compound and associated data was prepared by Merck. Merck has certain rights to enforce the performance of this agreement, as provided below.

2. This agreement shall terminate on the date that is three years from the effective date, which is the date the agreement is approved by The Progeria Research Foundation, unless terminated earlier by virtue of termination of the agreement between PRF and Merck. To the extent that PI and Recipient wish to renew this agreement, they may so apply, and PRF reserves the right to approve or deny such renewal application.

3. The Compound provided by PRF shall be used solely in PI's laboratory by the PI and those working under the PI's supervision ("Authorized Users"), solely for the preclinical research project ("Research") specified in the attached Application for Lonafarnib (the "Application").

4. Any changes to these terms must be approved by PRF in writing in advance of any such change, after PRF's consultation with Merck on the matter and PRF reserves all rights to withhold its approval. By way of example, a new Application and supporting documentation must be submitted to PRF, and approved by PRF in advance, if:

    a. The Compound is to be used for any project other than or different from the Research; or

    b. There are any changes to the persons using the Compound. For example, and without limitation, if the PI, Recipient, or laboratory/department (even if within the same Recipient Institution) is different than specified in this Material Transfer Agreement.

PI and Recipient acknowledge that the breach of any provision contained in Paragraph 4 shall constitute a material breach of this agreement, and that PRF shall be entitled to seek an injunction to prevent or remedy any such breach. PRF reserves the right to seek reimbursement of reasonable attorney fees and expenses incurred to rectify any such violation, and reserves any and all additional rights and remedies for breach of such provisions.

5. To the extent permitted by applicable state or federal law, PI and Recipient shall fully indemnify and hold PRF, its officers, directors, employees, and agents harmless from any and all liabilities, demands, damages, expenses, claims and losses, including attorneys' fees, arising out of or that may attach to or flow from PI and /or Recipient's use for any purpose of the Compound, except in the event and to the extent directly caused by PRF's gross negligence or willful misconduct in providing Compound to PI and Recipient.

6. To the extent permitted by applicable state or federal law, PI and Recipient shall fully indemnify and hold Merck, its affiliates, officers, directors, employees and agents harmless from any and all liabilities, demands, damages, expenses, claims and losses, including attorneys' fees, arising out of or that may attach to or flow from its use for any purpose of the Compound, except in the event and to the extent of Merck's gross negligence or willful misconduct.

7. THE COMPOUND IS SUPPLIED "AS IS". PRF MAKES NO REPRESENTATIONS REGARDING THE COMPOUND 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 COMPOUND WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

8. PI and Recipient agree that they will perform the Research in accordance with all federal, state and local laws, rules and regulations and guidelines relating to the use of the Compound and its handling, including Section 21 USC 335a and the Animal Welfare Act; If animals are used in the Research, PI and Recipient will comply with the Animal Welfare Act or any other applicable local, state, national and international laws or regulations relating to the care and use of laboratory animals. PRF encourages PI and Recipient to use the highest standards, such as those set forth in the Guide for the Care and Use of Laboratory Animals (NRC, 1996), for the humane handling, care and treatment of such research animals. Any animals that receive the Compound in the course of the Research, or products derived from those animals, such as eggs or milk, will not be used for food purposes, nor will these animals be used for commercial breeding purposes.

9. The Compound is solely for use in Research and has not been approved for human use by PI and Recipient hereunder. PI and Recipient agree that they will not administer the Compound, either directly or indirectly, to humans in any manner or form whatsoever.

10. PI and Recipient represent and warrant that they are regularly engaged in conducting tests <u>in vitro</u> or in laboratory research animals and are qualified by training and/or experience to conduct such tests on the Compound.

11. PI and Recipient represent and warrant that they have adequate facilities for the investigation of the Compound.

12. PI and Recipient represent and warrant that they will use the Compound for Research only and not for any other purpose, including the development of any commercial product containing the Compound, including but limited to analogues or derivatives thereof, or for Research conducted on another party's behalf.

13. PI and Recipient acknowledge and agree that the Compound is experimental in nature and may have unknown hazardous characteristics, and that they are aware of the risks of working with experimental compounds.

14. PI and Recipient agree that they will strictly adhere to proper laboratory procedures for handling chemicals with unknown hazards.

15. PI and Recipient agree that they shall not chemically modify the Compound. For avoidance of doubt, the chemical modifications referenced in the preceding sentence are meant to exclude modifications that occur naturally as a result of the Research.

16. PI and Recipient agree that they shall immediately cease use of the Compound and shall return any unused supply of Compound to Entity upon Entity's request, if Merck terminates their agreement with PRF.

17. PI and Recipient shall be responsible for properly disposing or returning to PRF or Merck, at PRF's or Merck's election, all unused supplies of the Compound if the Research is discontinued or completed, or upon termination of the agreement between PRF and Merck, which may precede the termination of this MTA.

18. In the event that PI/Recipient's use of the Compound leads to a patentable invention, PI/Recipient grant PRF a non-exclusive, perpetual, irrevocable, world-wide, royalty-free license to practice the claims of the patent for purposes of non-commercial research. PRF may also grant sublicenses upon request, consent to which shall not be unreasonably withheld. PI/Recipient also agree to continue its current policy of retaining the right to grant research licenses of its own inventions and/or materials to either non-profit or for-profit institutions. The object of this clause is not to unduly limit the development of commercial products but rather to ensure that the proprietary positions of different parties do not hinder research.

19. PI and Recipient shall grant Merck third-party beneficiary rights to enforce the terms and conditions of this Agreement against them.

20. This agreement places no restriction on PI and Recipient's ability to publish the results of Research using the Material. However, PI and Recipient shall acknowledge Merck, PRF and The PRF Lonafarnib Pre-clinical Drug Supply Program as the source of material in any oral presentation or written publication, and to provide PRF with advance notice of such written publication whenever feasible (PRF will respect the embargo of any advanced copies until

the release date has passed). Recipient/PI shall send two copies of any publication resulting from its Research.

21. PRF incorporates the Application for Lonafarnib and Agreement hereto; once both documents are submitted and fully executed, PRF will provide the Compound.

Signatures

Recipient Institution Principal Investigator

Name: _____

Title: _____

Signature: _____

Date: _____

Recipient Authorized Official

Name: _____

Title: _____

Signature: _____

Date: _____

***Approved* by The Progeria Research Foundation, Inc.**

Name: Audrey Gordon

Title: Executive Director

Signature: _____

Date: _____