

TERMS AND CONDITIONS OF SERVICE

ACCEPTANCE

These Terms and Conditions of Sale (this "Contract") shall govern all services for provided by the Regenerative Research Foundation or its affiliates (hereinafter referred to as "RRF", "we" or "our"). The purchaser (hereinafter referred to as "Purchaser", "you", or "your") will be deemed to have assented to this Contract by agreeing to service. No variation of these terms and conditions will be binding upon RRF unless agreed to in writing and signed by an authorized representative of RRF.

PAYMENT TERMS

All invoices are issued at time of shipment and are payable within 30 days thereafter, unless otherwise required by RRF. Payments should be made to NEURACELL, 1 Discovery Drive, Rensselaer NY, 12144. Please contact us for bank account details when submitting remittance by bank wire transfer.

Any products and services tax, sales tax, use tax, manufacturers tax, occupation tax, excise tax, value added tax, duty, customs, inspection or testing fee, or any other tax, fee or charge of any nature imposed by any government authority or measured by the transaction between RRF and Purchaser will be paid by Purchaser in addition to the purchase price. If RRF is required to pay any such tax, fee or charge, then Purchaser will reimburse RRF immediately upon receiving a request in writing from RRF.

If the Purchaser fails to make any payment when due under this Contract, then the Purchaser will pay to RRF interest on the amount unpaid from the date when payment is due until payment is made at the rate of 1.5% per month compounded monthly (equivalent to 19.56% per annum), calculated and payable monthly, as well after as before any judgement.

PRICES

The price will be listed on service contract. Prices are subject to change without notice.

AUTHORIZED USES

Services provided are for laboratory Research Use Only, Not For Diagnostic or Therapeutic Use, and are not to be administered to humans.

INDEMNITY

Purchaser shall, at your own expense, indemnify, defend and hold RRF, its directors, officers, employees, agents, successors and assigns ("RRF Indemnitees"), harmless from and against any and all losses, costs, damages and expenses (including, reasonable attorneys' fees and other costs of defending

any action) (collectively, “Losses”) that we may incur in any way arising out of or relating to (a) any breach by you of your obligations under this Contract, (b) any use of the products not in compliance with the uses stated in the Product Information Sheets, (c) any failure of you to comply with good laboratory practice, laws, regulations, guidelines or decisions in the handling or use of the products, (d) any violation or infringement of any patent, trade secret, copyright, trademark, industrial design, licenses, or other intellectual or proprietary rights (“Intellectual Property Rights”) of a third party by you in the handling or use of the products, or (e) any other use or misuse of the products by you including without limitation any claim of product liability or any similar claim relating to the quality of the products or an alleged defect or deficiency in the products.

INTELLECTUAL PROPERTY RIGHTS

RRF acknowledges that all current intellectual property held by the purchaser will remain with the purchaser after the service is provided. The purchase can and will not acquire new IP from the service provided. The service will only serve to bolster an already set of IP claims held by the purchaser. You acknowledge that all intellectual property rights relating to our products and services, as between you and us, are solely and exclusively owned by us. Our sale of products to you only grants you a limited, non-transferable right, for only you to use the quantity of the products that you have bought from us in accordance with the Contract. When we sell products to you, we do not grant you a license to our intellectual property, whether express, implied, by estoppel or otherwise, or grant you the right to make or have made any product or to use the product beyond the scope of the Supplemental Terms. Nothing in the Contract limits our ability to enforce our intellectual property rights.

ENTIRE AGREEMENT; INCONSISTENT DOCUMENTS

This Contract and any invoice, statement of work, or the like (if any) issued by RRF to which this Contract is attached and/or which includes this Contract constitutes the complete and entire statement of all terms, conditions and representations of the agreement between RRF and Purchaser with respect to its subject matter. Any proposal for additional or different terms from those in this Contract or documents as aforesaid or any attempt by Purchaser to vary in any degree any of the terms of this Contract or any other document is hereby objected to and rejected, but such proposals shall not operate as a rejection of this Contract, which shall be deemed irrevocably accepted by Purchaser without said additional or different terms, unless RRF specifically agrees to same in writing. Any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought.

INVALIDITY OF PARTICULAR PROVISION

If any provision of this Contract or any part of any provision (in this section called the “Offending Provision”) is declared or becomes unenforceable, invalid or illegal for any reason whatsoever including, without limiting the generality of the

foregoing, a decision by any competent courts, legislation, statutes, bylaws or regulations or any other requirements having the force of law, then the remainder of this Contract will remain in full force and effect as if this Contract had been executed without the Offending Provision.

ENTIRE CONTRACT

The Contract represents the entire agreement between you and us regarding the products and services we provide to you under it, and supersedes and replaces any previous agreements between us (whether written or oral). Any of your additional or different terms and conditions that you may provide to us, are material alternations and we reject them. Our offer to sell products and perform services is expressly limited to the terms of the Contract. If you submit a purchase order, or other document for the purchase of products or services, whether or not in response to a quotation, you are deemed to have accepted and agree to the Contract, to the exclusion of (a) any other terms and conditions appearing in or referenced in your purchase order or other documents you give to us, and (b) any previous course of dealing, course of performance, trade usage or co-existent agreement. The Contract cannot be amended or modified unless you and we agree in writing.

We reserve the right to change these Terms at any time. Any changes made to these Terms will not apply to the Contract between us for any order we receive before the changes are made. The most recent revision date can be found at the end of these Terms

MISCELLANEOUS

We will not be responsible or liable for failing to perform our obligations under the Contract to the extent caused by circumstances beyond our reasonable control. In certain situations, we may use our reasonable judgment and apportion products then available for delivery fairly among our customers. Our failure to exercise any rights under the Contract is not a waiver of our rights to damages for your breach of contract and is not a waiver of any subsequent breach. If any provision or part of the Contract is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Contract. No person other than you or us will have any rights under the Contract. Headings are for convenience only and shall not be used in the interpretation of these Terms.

You agree to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions (including any gene sequences, oligo types or sequences) received from us as a result of discussions, negotiations and other communications between us in relation to our products or services.

GOVERNING LAW

The Contract and performance under it will be governed by the laws of the State of New York, USA, without regard to provision on the conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.

JURISDICTION AND VENUE

Any disputes arising under this Contract shall be resolved in the state or federal courts in Albany, New York and such courts shall have jurisdiction over such disputes. All objections to jurisdiction and venue in Albany, New York are hereby waived.