CIRM HUMAN PLURIPOTENT STEM CELL LINE REPOSITORY
("CIRM Repository")

MATERIALS TRANSFER AGREEMENT

This Agreement (the "**Agreement**") is made by_____ ("**Institution**"), with an address at _____ expressly for the benefit of the California Institute for Regenerative Medicine ("**CIRM**"), an agency of the state of California, having its address at 1999 Harrison St, Suite 1650, Oakland, California, 94612, and the manager of the CIRM Repository, FUJIFILM Cellular Dynamics, Inc. ("**FCDI**"), having a place of business at 525 Science Dr. Madison, Wisconsin, USA. This Agreement is made effective as of the date of the Institution's signature hereto below (hereinafter referred to as the "**Effective Date**").

WHEREAS, FCDI manages the CIRM Repository pursuant to a Repository Agreement by and between FCDI and CIRM, which such agreement is effective as of March 31, 2018 (the "**Repository Agreement**");

WHEREAS, the CIRM Repository comprises materials referenced in the CIRM Repository catalog (as may be changed from time to time by FCDI, the "**Catalog**"), certain of which materials Institution desire to purchase on behalf of Principal Investigator(s) (for the price listed in the then current Catalog), as set forth in one or more orders submitted by Principal Investigators to FCDI as the manager of the CIRM Repository (each, an "**Order**"); and

WHEREAS, upon FCDI's confirmation that: (i) the materials set forth in an Order are available for delivery, (ii) the price referenced in the Order is the CIRM Repository's price for such materials listed in the current Catalog, (iii) Principal Investigator and Institution have properly executed and delivered to FCDI this Agreement, and (iv) Principal Investigator and Institution have acquired from FCDI or its successor any license(s) referenced in the Catalog as required for the purchase of those materials, FCDI will issue to Principal Investigator and Institution an order confirmation confirming such information (each, an "**Order Confirmation**"); and

WHEREAS, FCDI, as manager of the CIRM Repository, is willing to provide such Materials (defined below) to Principal Investigator and Institution, and Principal Investigator and Institution are willing to accept such Materials, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and obligations contained herein, the Parties agree as follows:

1. DEFINITIONS

a. "**Differentiated Cells**" means any and all (i) cells that are derived or made from Materials, Modified Materials or Unmodified Materials and that are not pluripotent and (ii) substances extracted or isolated from the Differentiated Cells by Principal Investigator.

b. "**Institutional Official**" means the legal representative of Institution who is authorized to enter into legally binding agreements on behalf of Institution.

c. "**Materials**" means any and all induced pluripotent stem cells listed in the Catalog and referenced in an Order that is confirmed by FCDI in an Order Confirmation.

d. "**Modified Materials**" means any and all (i) Materials that have been modified and in which the modification is incorporated or remains, (ii) subclones of any such modified Materials, and (iii) substances extracted or isolated from any such modified Materials by Principal Investigator.

e. "**Modified Materials Submission Form**" means a Modified Materials submission form in such form and containing such provisions and information as FCDI from time to time requires be submitted by Principal Investigator and Institution before they may deposit Modified Materials into the CIRM Repository as specified in Section 4.e.

f. "**Party**" means FCDI or Institution, as applicable, and "**Parties**" means, collectively, FCDI and Institution.

g. "**Principal Investigator**" means each employee or faculty member of Institution who purchases and receives Materials from the CIRM Repository and whose Acknowledgement of Principal Investigator in the form of **Exhibit A** attached hereto, signed by such employee or faculty member, has been submitted to FCDI.

h. "**Secondary Distribution**" means delivering or providing access to Materials, Modified Materials, Unmodified Materials or Differentiated Cells to any individual (including without limitation another investigator at the same Institution as Principal Investigator) or entity other than a Service Provider. For the avoidance of doubt, Secondary Distribution does not include Service Distribution.

i. "**Service Distribution**" means delivering or providing access to Materials, Modified Materials, Unmodified Materials or Differentiated Cells to a Service Provider for use solely in the provision of services to Institution solely for Principal Investigator as described in the Statement of Research Intent.

j. "**Service Provider**" means an individual or entity who has signed and submitted to FCDI the Service Provider Material Transfer Agreement and who is receiving Materials, Modified Materials, Unmodified Materials or Differentiated Cells, as applicable, from a Principal Investigator to provide services and all materials, data and results resulting from such services to such Principal Investigator as described in a Statement of Research Intent submitted by such Principal Investigator.

k. "**Service Provider Material Transfer Agreement**" means a material transfer agreement obtained from FCDI or its successor governing the use of Materials for the provision of services to Institution solely for Principal Investigator in the form thereof that FCDI from time to time requires be signed by Service Providers before Principal Investigator and Institution may make any Service Distribution.

l. "**Standard Commercial License for CIRM Bank**" means a license obtained from FCDI or its successor governing the use of Materials.

m. "**Statement of Research Intent**" means the written description of the research to be performed by Principal Investigator and Institution using Materials, and the purpose for such research in such form and containing such provisions and information as FCDI requires to be submitted by Principal Investigator and Institution before they may receive Material from the CIRM Repository. The Statement of Research Intent is not required to include specific scientific activities which reveal proprietary information.

n. "**Unmodified Materials**" means any and all (i) subclones of unmodified Materials and (ii) substances extracted or isolated from Materials by Principal Investigator.

2. PROCESS FOR PURCHASING MATERIALS.

This Agreement must be submitted by Institution on behalf of itself and Principal Investigator requesting Materials from the CIRM Repository, and signed by both Principal Investigator and the Institutional Official. By submitting this Agreement signed by the Institutional Official, Institution agrees to be responsible and liable for the conduct of Principal Investigator as if such conduct were Institution's own conduct; thus any act or omission of Principal Investigator that would constitute a breach if performed by Institution shall be deemed a breach hereof by Institution. In addition, Principal Investigator must complete and deliver to FCDI a Statement of Research Intent. If a new project that is not described in the original Statement of Research Intent is initiated, another Statement of Research Intent must be submitted to FCDI. All fully executed Agreements will be kept on file with FCDI and considered applicable to subsequent Statements of Research Intent submitted and subsequent purchases made by Principal Investigator that are submitted, performed and made, as applicable, at the same Institution named in the originally signed Agreement. If this form of Agreement is revised in the future, FCDI reserves the right to require Institution to execute, and Principal Investigator to read and deliver a further Acknowledgement of Principal Investigator with respect to, the latest version of this Agreement for any new or revised Statement(s) of Research Intent.

3. PROTECTION OF HUMAN RESEARCH PARTICIPANTS.

a. Research. Institution shall permit only Principal Investigator to possess and use the Materials, except as otherwise expressly otherwise permitted in the case of a Service Distribution or a single purpose collaboration in accordance with Section 4c. Principal Investigator and Institution shall not use Materials, Modified Materials, Unmodified Materials or Differentiated Cells for diagnostic purposes, in clinical trials, or for any therapeutic use, in any such case involving human or other animal subjects. For the avoidance of doubt, Principal Investigator and Institution shall not use Materials, Modified Materials, Unmodified Materials or Differentiated Cells themselves, or the results of their use, in or in connection with the healthcare treatment of a patient. Principal Investigator and Institution shall not use Materials, Modified Materials, Unmodified Materials or Differentiated Cells directly or indirectly to derive or make any human gamete or gamete precursor cell.

b. Applicable Laws and Institutional Policies. Principal Investigator and Institution shall use Materials, Modified Materials, Unmodified Materials or Differentiated Cells in accordance with all applicable laws and regulations and applicable Institutional policies, which may provide additional protections for human subjects.

c. No Donor Identification. Principal Investigator and Institution are not entitled to receive any data or information from FCDI or CIRM that directly identifies the donor of the biological materials from which Materials are derived. Principal Investigator and Institution shall not attempt in any way to determine the identity of the donor of the biological materials from which Materials, Modified Materials, Unmodified Materials or Differentiated Cells, directly or indirectly, are derived or were made. Principal Investigator and/or Institution shall not disclose to any third party, including another institution or entity or investigator, the identity of the donor of the biological materials from which the Materials, Modified Materials, Unmodified Materials or Differentiated Cells, directly or indirectly, are derived or were if, notwithstanding Principal Investigator' and Institution's compliance with this Section 3.c., such information becomes known to Principal Investigator and/or Institution. Principal Investigator and Institution may make data that could be used to identify the donor of the biological materials from which Material, Modified Materials, Unmodified Materials or Differentiated Cells, directly or indirectly, are derived or were made available to only another institution or entity or investigator conducting research and only if such third party agrees in writing to the restrictions set forth in this Section 3.c. Institution shall retain copies of all such written agreements from all such third

parties and, upon FCDI's written request from time to time to confirm compliance herewith, shall provide it with such copies.

4. USE OF MATERIALS.

a. Commercial Use. Material, Modified Materials, Unmodified Materials and Differentiated Cells may be used in the provision of services and may be used in the development or manufacture of (but not themselves sold or transferred as) commercial products, if such right is licensed under the applicable Standard Commercial License for the CIRM Bank. Differentiated Cells may be themselves sold or transferred as commercial products, if such right is licensed under the applicable Standard Commercial License for the CIRM Bank.

b. Research Use. Any public dissemination, whether by a written publication or an oral presentation, of data or results generated from the use of Materials, Modified Materials, Unmodified Materials and Differentiated Cells must cite the CIRM Repository catalog identification number(s) of such Materials or Material from which the Modified Materials, Unmodified Materials or Differentiated Cells are derived or were made, as applicable: "The following cell lines were obtained from the CIRM hPSC Repository funded by the California Institute of Regenerative Medicine (CIRM): [list Repository ID numbers here]."

c. Secondary Distribution; Service Distribution; Single Purpose Collaborations. Secondary Distribution is **NOT** permitted except in the case of Service Distribution or single purpose collaborations. Single purpose collaborations are defined as projects in which (i) two or more investigators at different laboratories each of whom is a named collaborator, (ii) each such named collaborator requires the use of the same Materials, Modified Materials, Unmodified Materials or Differentiated Cells, and (iii) all such named collaborators are working together with the intent to jointly or mutually publish their findings resulting from use of Material, Modified Materials, Unmodified Materials or Differentiated Cells. In such a single purpose collaboration, secondary distribution by one such named collaborator to another such named collaborator is permitted subject to the following:

i. The Statement of Research Intent must be identical for all the named collaborator(s) and must describe research use that is permitted by this Agreement.

ii. Each named collaborator's Institutional Official must have signed a copy of this Agreement and each named collaborator must have signed a copy of the Acknowledgement of Principal Investigator in the form of **Exhibit A** attached hereto, and each such signed copy must have been submitted to FCDI.

iii. If after submission of a Statement of Research Intent, there will be change in the named collaborators (i.e., the addition of any additional named collaborator(s) or the removal of any named collaborator(s)), then prior to making such change, an amendment to the Statement of Research Intent for such collaboration must be submitted to FCDI, naming the additional collaborator(s) or removed collaborator(s), as applicable. Each additional named collaborator's Institutional Official must have signed a copy of this Agreement and each additional named collaborator must have signed a copy of the Acknowledgement of Principal Investigator in the form of **Exhibit A** attached hereto, and each such signed copy must have been submitted to FCDI.

d. Prohibited Use. Use of Materials, Modified Materials, Unmodified Materials or Differentiated Cells for any purpose other than as expressly described in the applicable Statement of Research Intent or any purpose not permitted by this Section 4 is prohibited.

e. Modified Materials. If Institution derives or makes Modified Materials that are

cells from Materials and publicly disseminates data or results generated from the use of such Modified Materials, then Institution must give FCDI written notice of such public dissemination of data and/or results including such data and/or results included with public dissemination. FCDI, as manager of the CIRM Repository, shall have rights of first refusal to require the public distribution of Modified Materials. Accordingly, upon FCDI's written request to Institution, Institution shall deliver to FCDI for deposit into the CIRM Repository such Modified Materials (no fewer than four (4) vials of cryopreserved cells each containing $1x10^6$ cells at thaw), accompanied by the Modified Materials Submission Form appropriately completed by Institution.

5. DISCLAIMER; LIABILITY.

a. BIOHAZARD. Cultured human cells have the potential for carrying viruses, latent viral genomes, and other infectious agents in a latent or inactive state. Materials should therefore NOT be treated as if they are free of contamination. Materials should always be handled carefully by trained persons in accordance with good laboratory practices and under laboratory conditions that afford adequate biohazard containment following the guidelines published by the Centers for Disease Control and Prevention's (CDC), which are accessible via the following link: https://www.cdc.gov/biosafety/publications/bmbl5/index.htm. By accepting Materials, Institution assumes full responsibility for their safe and appropriate handling (which term herein shall include, without limitation, any transfer or disposition thereof). Institution agrees to provide notice to the FCDI and the CIRM Repository of any containment or quality issues related to any Materials.

b. DISCLAIMER. NEITHER CIRM NOR FCDI MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, CONCERNING MATERIAL. ALL IMPLIED WARRANTIES WITH RESPECT TO MATERIAL INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, HEREBY ARE EXPRESSLY DISCLAIMED. IN ADDITION TO THE PROVISIONS OF THIS AGREEMENT, USE OF CERTAIN MATERIALS MAY BE SUBJECT TO CERTAIN RESTRICTIONS AND/OR LICENSE REQUIREMENTS. THERE MAY EXIST RESTRICTIONS OR PROPRIETARY RIGHTS IN ADDITION TO THOSE CONTEMPLATED IN THIS AGREEMENT OF WHICH CIRM AND FCDI ARE UNAWARE; INSTITUTION IS RESPONSIBLE FOR COMPLIANCE WITH ALL CONDITIONS OF USE OF MATERIALS.

IN NO EVENT SHALL CIRM OR FCDI BE LIABLE TO INSTITUTION, PRINCIPAL INVESTIGATOR OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR RELATED LOSS, CLAIM, OR ACTION, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF GOODWILL OR REPUTATION OR LOSS OF BUSINESS, HOWEVER CAUSED AND REGARDLESS OF FORM OF CLAIM OR ACTION HOWEVER CAUSED WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO CIRM OR FCDI IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY CIRM OR FCDI.

c. Liability Statement for State Institutions. If Institution is a State government (including any executive department, military department, independent establishment of the State, corporation primarily acting as an instrumentality or agency of the State, and any other State governmental or regulatory body or subdivision thereof), then Institution agrees to be responsible for any claims, costs, damages, or expenses resulting from any injury (including death), damage, or loss that may arise from the use, handling, or storage of Materials, Modified Materials, Unmodified

Materials or Differentiated Cells by Principal Investigator or Institution, or any employee, faculty member, agent or representative of either of them, to the extent permitted under the laws of Institution's state. This provision shall also apply to any byproducts or other derivatives of Materials.

d. Liability Statement for U.S. Government Laboratories. If Institution is an U.S. federal government (including any executive department, military department, independent establishment of the United States, corporation primarily acting as an instrumentality or agency of the United States, and any other United States governmental or regulatory body or subdivision thereof), then the United States assumes the liability for any all losses, claims, damages, injuries, liabilities, (including, without limitation, reasonable attorneys' fees) arising from the use, handling, or storage of Materials, Modified Materials, Unmodified Materials or Differentiated Cells or any byproduct or other derivative by Principal Investigator or Institution, or any employee, faculty member, agent or representative of either of them, but only to the extent provided under the Federal Tort Claims Act (28 U.S.C. Chapter 171).

e. Liability Statement for All Other Institutions. Institution agrees to indemnify and hold harmless each of FCDI and CIRM and, if applicable, the Principal Investigator and Institution who submitted Modified Materials as contemplated in Section 4.e. from any claims, costs, damages, or expenses resulting from any injury (including death), damage, or loss that may arise from the use, handling, or storage of Materials, Modified Materials, Unmodified Materials or Differentiated Cells by Principal Investigator or Institution, or any employee, faculty member, agent or representative of either of them. This provision shall also apply to any byproducts or other derivatives of Materials.

6. TITLE; INTELLECTUAL PROPERTY RIGHTS.

a. Ownership of Materials, Modified Materials and Unmodified Materials.

i. Institution shall have and retain ownership of Modified Materials. For the avoidance of doubt, Institution's ownership of Modified Materials shall not confer upon Institution any ownership of the Materials contained or incorporated in such Modified Materials when such Materials would exist other than as contained or incorporated in such Modified Materials, e.g., if such Materials were extracted or isolated from such Modified Materials.

ii. Neither Principal Investigator nor Institution shall obtain any rights of ownership in or to Materials (including with respect to any Materials contained or incorporated in Modified Materials as provided in Section 6.a.i.) or Unmodified Materials, subject to Section 6.c. Principal Investigator acknowledges and Institution agrees that all such ownership rights reside with CIRM. CIRM has no right to require transfer or distribution of Modified Materials from Principal Investigator or Institution except public distribution of Modified Materials as provided in Section 4.e.

b. Ownership of Differentiated Cells. Principal Investigator and/or Institution shall retain ownership of Differentiated Cells, subject to Section 6.c.

c. Joint Ownership of Modified Materials, Unmodified Materials, and Differentiated Cells. If Modified Materials, Unmodified Materials or Differentiated Cells result from the collaborative efforts of the Parties, joint ownership thereof may be negotiated among all interested parties.

d. Rights to Existing Intellectual Property. Principal Investigator and Institution acknowledge that Materials are or may be the subject of a patent or patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided by CIRM or FCDI to Principal Investigator or Institution under any patents, patent applications, trade secrets or other

proprietary rights, in to or under Materials, Modified Materials, Unmodified Materials or Differentiated Cells.

e. Rights to New Intellectual Property. Neither CIRM nor FCDI shall obtain any ownership, license or other rights in or to any and all discoveries or inventions that Principal Investigator and/or Institution invents, reduces to practice, discovers or creates utilizing Materials, Modified Materials, Unmodified Materials or Differentiated Cells (except as expressly provided otherwise in Section 6.f.), and all intellectual property rights embodied in any such discoveries or inventions shall be retained by Principal Investigator and/or Institution.

f. Revenue Sharing. In furtherance of CIRM's objective that certain revenues be paid to the State of California for the benefit of its taxpayers as contemplated in the CIRM's revenue sharing regulation, specifically 17 Cal. Code of Regs. Chapter 9 section 100903, if Principal Investigator or Institution receives any consideration or value in connection with the use of Differentiated Cells for the commercialization of a drug (discovery, development, manufacture and/or sale thereof) that is not Selling Price on which royalties are payable under the Standard Commercial License for the CIRM Bank entered into by Institution, then Institution shall, no later than on the last day of the calendar quarter in which such consideration or value was received by Principal Investigator or Institution, report the amount thereof to the holder of the CIRM Repository and pay to such holder the following: (i) if such consideration is based on a royalty (other than royalty payable with respect to Selling Price under the Standard Commercial License for the CIRM Bank), ½ of such royalty up to a cap of 2% and (ii) for any consideration not royalty-based two percent (2%) of such consideration, unless such consideration is received as a royalty for intellectual property pertaining to methods to differentiate cells or methods useful in the commercialization of a drug that were discovered or developed without the use of Derived Lines or Differentiated Cells (and therefore the revenue sharing obligation in this Section 6.f. shall not apply). Such revenue sharing shall be shared evenly between the State of California and the manager of the CIRM Repository.

7. TERMINATION.

a. Termination. This Agreement will terminate on the earliest of the following dates: (i) on completion of Principal Investigator's current research with Materials, Modified Materials, Unmodified Materials and/or Differentiated Cells, as applicable, or (ii) delivery of written notice by FCDI to Institution in the event of material breach of this Agreement by Institution. In the event of termination, Institution will, and will cause Principal Investigator to, discontinue its use of Materials and Unmodified Materials and will, upon direction of FCDI, return or destroy any remaining Materials. In the event of termination pursuant to clause (i) of this Section 7, Principal Investigator and Institution, at their discretion, will also either destroy any and all Modified Materials and/or Differentiated Cells, as applicable, or remain bound by the terms of this Agreement as it applies to Modified Materials and Differentiated Cells. In the event of termination pursuant to clause (ii) of this Section 7, Principal Investigator and Institution will also destroy all Modified Materials and/or Differentiated Cells, as applicable.

b. Survival. Sections 1, 3 and 5 through 16 of this Agreement shall survive its termination.

8. INDEMNIFICATION. Except to the extent prohibited under the laws of Institution's state if Institution is a State government (as described in Section 5c) or the federal laws of the U.S. if Institution is an U.S. federal government (as described in Section 5d), Institution agrees to defend, indemnify and hold harmless FCDI and CIRM and their respective directors, officers, employees, agents and representatives (each an "**Indemnified Party**") from any

and all losses, claims, damages, liabilities, costs, expenses and fees (including, without limitation, reasonable attorneys' fees) (each a "**Liability**"), which may arise from or in connection with the use, handling, or storage of Materials, Modified Materials, Unmodified Materials or Differentiated Cells by Principal Investigator or Institution, or any employee, faculty member, agent or representatives of Institution, except if (i.e., to the extent that) any such Liability arises from a grossly negligent act or omission or the intentional misconduct of an Indemnified Party and provided, that, in the case of any Liability of FCDI (as an Indemnified Party) involving a claim alleging infringement of any third party's intellectual property rights relating to any method or process by which the Materials were made, FCDI shall have the right to elect, upon notice to the Indemnified Party and at its cost and expense, to conduct the defense of such claim. These indemnification obligations are conditioned upon the Indemnified Party providing prompt notice of any such Liability and reasonable assistance in defending against such Liability.

9. COMPLIANCE. Institution agrees that upon the reasonable request of FCDI, an authorized representative of Institution shall execute a certification (in such form as is reasonably required by FCDI) confirming Institution's and Principal Investigator's compliance with the provisions of this Agreement.

10. ASSIGNMENT. Institution may not assign this Agreement to any third party without the express prior written consent of FCDI thereto. FCDI may not assign this Agreement to any third party without the express prior written consent of CIRM thereto. Any purported assignment without any such consent shall be void. If the CIRM Repository is transferred by FCDI (with CIRM's consent thereto) to a different manager, this Agreement and all of FCDI's rights as manager of the CIRM Repository hereunder shall be automatically assigned by FCDI to, and all of FCDI's obligations as manager of the CIRM Repository hereunder (accruing from and after the effective time of such automatic assignment) shall automatically be assumed by, such manager.

11. BINDING EFFECT. This Agreement shall be binding upon Institution and its successors and permitted assigns and inure to the benefit of CIRM except with respect to the Standard Commercial License for CIRM Bank, and FCDI, as manager of the CIRM Repository.

12. SEVERABILITY. If a court or other tribunal of competent jurisdiction should hold any term or provision of this Agreement to be illegal, invalid, void or unenforceable, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and the offending term or provision shall be deleted, and if possible, replaced by a term or provision which, so far as practicable achieves the legitimate aims of the Parties.

13. RELATIONSHIP BETWEEN THE PARTIES. Both Parties, for all purposes related to this Agreement, shall be deemed as independent contractors. Nothing in this Agreement shall be deemed to create a relationship of employment or agency or to constitute the Parties as partners or joint venturers.

14. NO WAIVER. The failure of either Party to require performance by the other Party of any of that other Party's obligations hereunder shall in no manner affect the right of such Party to enforce the same at any other (including a later) time. No waiver by any Party hereto of any condition, or of the breach of any provision, term, representation or warranty contained in this Agreement, shall be deemed to be or construed as a further or continuing waiver of, or operate as an estoppel with respect to, any such condition or breach, or of any other condition or of the breach of any other provision, term, representation, or warranty hereof.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior discussions and

understandings regarding its subject matter.

16. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, without regard to choice of law provisions.

IN WITNESS WHEREOF, the Institution has executed this Agreement, intending to be legally bound hereby, by its duly authorized officer or representative.

Institution by Institutional Official

Institution: _____

By: _____

Name: _____
(printed)

Date: _____

Exhibit A

Acknowledgement of Principal Investigator

The undersigned Principal Investigator hereby acknowledges that he/she has read and understands the CIRM Human Pluripotent Stem Cell Line Repository Materials Transfer Agreement signed by the below listed Institution, which Agreement is attached hereto (the "CIRM hPSC Repository MTA").

Furthermore, Principal Investigator acknowledges that Principal Investigator's use and any sharing or transfer of the Materials, Modified Materials, Unmodified Materials or Differentiated Cells shall be solely as permitted in accordance with both the Statement of Research Intent submitted by Institution on behalf of Principal Investigator and the terms and conditions of the CIRM hPSC Repository MTA.

Terms used but not defined in this Acknowledgement of Principal Investigator have the meanings assigned to them above in the CIRM hPSC Repository MTA.

Institution:_____

Principal Investigator:

_____

Name:_____
(printed)

Email:

Date: _____