

CHDI FOUNDATION, INC. ("CHDI")

MATERIAL TRANSFER AGREEMENT FOR CHDI MATERIALS

THE SHIPMENT OF CHDI MATERIALS FROM THE CORIELL INSTITUTE FOR MEDICAL RESEARCH, INC. ("CORIELL") REQUIRES THAT THE PARTY REQUESTING CHDI MATERIALS (THE "RECIPIENT") AGREE TO THE TERMS AND CONDITIONS OF USE SET FORTH IN THIS MATERIAL TRANSFER AGREEMENT.

PLEASE READ THIS MATERIAL TRANSFER AGREEMENT (THIS "MATERIAL TRANSFER AGREEMENT") CAREFULLY BEFORE REQUESTING AND/OR USING CHDI MATERIALS FROM CORIELL. BY CLICKING "AGREE TO/ACCEPT", THE RECIPIENT IS AGREEING TO BE BOUND BY THE TERMS OF THIS MATERIAL TRANSFER AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS MATERIAL TRANSFER AGREEMENT, CLICK "DISAGREE WITH/DECLINE".

PLEASE NOTE THAT IF THE CHDI MATERIALS BEING REQUESTED INCLUDE EITHER CHDI-90000830-3/CH02024 (ANTIBODY) OR CHDI-90000833-3/CH01272 (ANTIBODY), THE USE OF SUCH CHDI MATERIALS IS SUBJECT TO THE ADDITIONAL AND/OR ALTERNATIVE TERMS SET FORTH ON EXHIBIT A ATTACHED TO THIS MATERIAL TRANSFER AGREEMENT.

CHDI's mission is to rapidly discover and develop drugs or other treatments that delay or slow Huntington's disease.

CHDI has engaged Coriell to provide certain services relating to the management of biological materials.

The Recipient desires to obtain certain biological materials from CHDI to enable the Recipient to perform research and development related to Huntington's disease.

CHDI is willing to supply, or cause to be supplied to, the Recipient with certain materials to enable the Recipient to perform research and development related to Huntington's disease.

This Agreement sets forth certain terms and conditions to govern the transfer of certain materials to the Recipient and the use of such materials by the Recipient.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Recipient hereby agrees as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meanings set forth below:

- (a) "HD Research and Development" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service.
 - (b) "Material" means the Original Materials, Progeny and Unmodified Derivatives. The Material shall not include: (i) Modifications or (ii) other substances created by the Recipient through the use of the Material which are not Modifications, Progeny or Unmodified Derivatives.
 - (c) "Modifications" means substances created by the Recipient which contain/incorporate the Material.
 - (d) "Original Materials" means those items (i) selected by the Recipient from the CHDI materials collection maintained by Coriell and (ii) submitted as part of an order for items from the CHDI collection maintained by Coriell by the Recipient to Coriell.
 - (e) "Original Materials Contributor(s)" means the entity(ies) that originally provided the Original Materials to CHDI.
 - (f) "Progeny" means unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.
 - (g) "Unmodified Derivatives" means substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Materials. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Original Materials, proteins expressed by DNA/RNA supplied by CHDI, or monoclonal antibodies secreted by a hybridoma cell line.
2. Provision of the Original Materials; Ownership.
- (a) Provision of Original Materials. Within a reasonable period of time following the execution of this Agreement by the Recipient, Coriell shall provide each Original Material to the Recipient at an address specified by the Recipient. The Recipient shall pay for the cost of the delivery of the Original Materials to the Recipient.
 - (b) Ownership.

- (i) Ownership of the Material. As between CHDI and the Recipient, CHDI shall retain ownership of the Material (including any Material contained or incorporated in any Modification).
- (ii) Ownership of Modifications and Other Substances. As between CHDI and the Recipient, the Recipient retains ownership of: (A) Modifications (except that CHDI retains ownership rights to the Material included therein) and (B) those substances created through the use of the Material or Modifications, but which are not Modifications, Progeny or Unmodified Derivatives (i.e., do not contain the Original Materials, Progeny or Unmodified Derivatives).

3. Non-Exclusive License; Use of the Material.

- (a) Non-Exclusive License. CHDI hereby grants to the Recipient a non-exclusive, non-transferable, non-assignable, non-sublicensable, paid-up license throughout the world to (i) replicate the Material and (ii) use the Material for the sole purpose of conducting HD Research and Development.
- (b) Use of the Material. The Recipient hereby agrees:
 - (i) to use the Material (including any Material contained or incorporated in any Modification) for the sole purpose of conducting HD Research and Development and for no other purpose;
 - (ii) to use the Material and all substances created by the Recipient through the use of the Material (including any Material contained or incorporated in any Modification) in compliance with all applicable laws, rules and regulations;
 - (iii) not to use the Material (including any Material contained or incorporated in any Modification) in human subjects, in clinical trials or for diagnostic purposes involving human subjects; and
 - (iv) not to transfer the Material (including any Material contained or incorporated in any Modification) to any third party.

4. Acknowledgements of the Recipient; Right to File Patent Applications.

- (a) Acknowledgements of the Recipient. The Recipient acknowledges that the Material is or may be the subject of a patent application. Except as expressly provided in this Agreement, the Recipient hereby acknowledges and agrees that no express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or

other proprietary rights of CHDI, the Original Materials Contributor(s) or any other third party, including any altered forms of the Material made by CHDI, the Original Materials Contributor(s) or any other third party. In particular, the Recipient hereby acknowledges and agrees that no express or implied licenses or other rights are provided to use the Material, Modifications or any related patents of CHDI, the Original Materials Contributor(s) or any other third party for any purpose other than HD Research and Development.

- (b) Right to File Patent Applications. The Recipient is free to file patent application(s) claiming inventions made by, or on behalf of, the Recipient through the use of the Material but agrees not to file any patent application containing a composition of matter claim for the Material, per se.

5. No Warranties; Third Party Intellectual Property Rights.

- (a) No Warranties. Any Original Materials delivered are understood to be experimental in nature and may have hazardous properties. THE ORIGINAL MATERIALS ARE PROVIDED "AS-IS" AND CHDI MAKES NO REPRESENTATIONS 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 MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT. IN NO CASE WILL CHDI BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR ANY LOST PROFITS OR LOST REVENUES.
- (b) Third Party Rights. The Recipient acknowledges that certain elements which are a part of the Original Materials may be covered by intellectual property rights owned by third parties. The Recipient further acknowledges that CHDI has informed the Recipient of any such intellectual property rights of which it is aware. The Recipient agrees that (i) the Recipient is solely responsible for obtaining any third party use or license rights that may be required to use the Original Materials and (ii) the Recipient shall obtain any such third party use or license prior to using the Original Materials.

6. Assumption of Liability; Indemnification. Except to the extent prohibited by law (or, alternatively, to the extent permitted by law), the Recipient assumes all liability for damages to the extent due to or arising from the use, storage or disposal of the Material by the Recipient. Neither CHDI nor the Original Materials Contributor(s) will be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party, to the extent due to or arising from the use, storage or disposal of the Material by the Recipient. Except to the extent prohibited by law (or, alternatively, to the

- extent permitted by law), the Recipient will defend and indemnify CHDI and the Original Materials Contributor(s) (and their respective directors, officers, employees, trustees, shareholders, members and agents) against any loss, claim or demand (including attorneys' fees and cost of defense and the enforcement of this provision) suffered by CHDI or the Original Materials Contributor(s), as the case may be, to the extent due to or arising from (a) a breach of any representation, warranty or covenant of this Agreement by the Recipient or (b) the use, storage or disposal of the Material by the Recipient.
7. Acknowledgement of the Source of the Material. The Recipient agrees to provide appropriate acknowledgement of the source of the Material (both CHDI and the Original Materials Contributor(s)) in all publications related to HD Research and Development conducted using the Material. Upon the written request of the Recipient, CHDI shall provide the Recipient with the identity of the Original Materials Contributor(s).
8. Termination; Effect of Termination; Survival of Certain Provisions.
- (a) Termination. This Agreement will automatically terminate upon a material breach of any representation, warranty or covenant of this Agreement by the Recipient and such breach is not remedied within 45 days of the receipt by the Recipient of notice of such breach from CHDI.
- (b) Effect of Termination. Upon any termination of this Agreement, the Recipient (i) will immediately discontinue its use of the Material and any Modifications and (ii) will immediately and appropriately destroy or discard any remaining Material and any Modifications.
- (c) Survival of Certain Provisions. This Section 8 and each of Section 1, Section 2(b), Section 4, Section 5, Section 6, Section 7, Section 9, Section 10, Section 11, Section 12, Section 13, Section 14, Section 15, Section 16 and Section 17 shall survive any termination of this Agreement.
9. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made to the parties at the following addresses (or to such other address as the Recipient or CHDI may designate by a notice given in accordance with the provisions of this section):

If to CHDI to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.

350 Seventh Avenue, Suite 200
New York, NY 10001
Facsimile: 212-239-2101
Attention: Ruth Basu

With a copy to:

CHDI Foundation, Inc.
c/o CHDI Management, Inc.
350 Seventh Avenue, Suite 200
New York, NY 10001
Facsimile: 212-239-2101
Attention: General Counsel

If to the Recipient, to each of the following addresses: (i) the address provided by the Recipient to Coriell for use in respect of the Recipient's account with Coriell and (ii) the address to which the Original Materials are delivered.

10. Assignment. The Recipient may not assign this Agreement without the prior written consent of CHDI.
11. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and all prior understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by the Recipient and CHDI.
12. No Waiver. Any failure of either the Recipient or CHDI to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by either the Recipient or CHDI of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.
13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
14. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively.

Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York unless the Recipient is prohibited by applicable law from so agreeing in which case this Agreement will be governed by such law as determined by a court of competent jurisdiction.
16. Additional/Alternative Terms Applicable to Certain CHDI Materials. If the Original Materials obtained by the Recipient include either CHDI-90000830-3/CH02024 (Antibody) or CHDI-90000833-3/CH01272 (Antibody), the Recipient agrees that the use of such Original Materials is, in addition to the terms set forth above, subject to the additional and/or alternative terms set forth on Exhibit A below.
17. Authority to Execute this Agreement. The individual executing this Agreement on behalf of the Recipient represents and warrants that he or she has the authority (corporate or otherwise) to execute and deliver this Agreement on behalf of the Recipient.

EXHIBIT A TO MATERIAL TRANSFER AGREEMENT

**(Additional/Alternative Terms Applicable to CHDI-90000830-3/CH02024
(Antibody) OR CHDI-90000833-3/CH01272 (Antibody))**

1. Section 1(a) (Definition of HD Research and Development) is replaced with the following definition:

"(a) "HD Research and Development" means (a) any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease other than (i) (A) the manufacture or distribution of any such product or service for sale or (B) the sale of any such product or service or (ii) the use of any Materials or related information as a diagnostic, or to develop a diagnostic, including the use of any Materials or related information in conjunction with the administration of an approved therapeutic agent should the treatment regime require monitoring of the patient's huntingtin protein level, (b) assaying levels of huntingtin protein for CHDI and third parties on a fee-for-service basis and (c) producing huntingtin protein for CHDI and third parties on a fee-for-service basis. The Recipient acknowledges and agrees that, except for the specific activities described in (b) and (c) above, HD Research and Development shall not include any right to (1) (x) manufacture or distribute any other product or service for sale or (y) sell any other product or service or (2) use any Materials or related information as a diagnostic, or to develop a diagnostic (including the use of any Materials or related information in conjunction with the administration of an approved therapeutic agent should the treatment regime require monitoring of the patient's huntingtin protein level)."

2. Section 2(b) (Ownership) is replaced with the following text:

"(b) Ownership; Confidential Information.

(i) Ownership of the Material and Material Related Results.
As between CHDI and the Recipient, CHDI shall retain ownership of, and solely own, (A) the Material, (B) any confidential information relating to the Original Materials provided by CHDI to the Recipient ("Material Information"), (C) all data, formulae, outcomes or other results generated by the Recipient through the use of the Material (including any Material contained or incorporated in any Modification) that directly embody or describe solely the material and/or information described in (A) and (B) above (all of the

foregoing described in this clause (C) collectively, the "Material-Related Results") and (D) all intellectual property that directly embodies or claims any of the items described in clause (A) through (C) above (clauses (A) through (D) collectively, the "CHDI-Owned Property"). The Recipient hereby assigns, and agrees to assign, to CHDI, sufficient right, title and interest in the CHDI-Owned Property to accomplish such ownership. Upon the written request of CHDI, the Recipient shall execute such documents and do all other acts and things as may be reasonably deemed necessary by CHDI to effectuate and assure that all right, title and interest of the Recipient in and to the CHDI-Owned Property vest in CHDI. CHDI shall reimburse the Recipient for all reasonable out-of-pocket costs and expenses actually incurred by the Recipient to execute and deliver to CHDI any such document(s) referred to immediately above. If the Recipient believes that any CHDI-Owned Property has been conceived, discovered, invented, made or first reduced to practice by the Recipient through the use of the Material (including any Material contained or incorporated in any Modification), the Recipient shall promptly (1) give notice of such CHDI-Owned Property to CHDI and (2) inform CHDI, and deliver a copy, of the Material-Related Results to CHDI within a reasonable period of time following the conception, discovery, invention or production, as the case may be, of each such Material-Related Result.

(ii) Ownership of Modifications, Other Substances and Non-Material Related Results. As between CHDI and the Recipient, the Recipient retains ownership of: (A) Modifications (except that CHDI retains ownership rights to the Material included therein), (B) those substances created through the use of the Material or Modifications, but which are not Modifications, Progeny or Unmodified Derivatives (i.e., do not contain the Original Materials, Progeny or Unmodified Derivatives), (C) data, formulae, outcomes or other results generated by the Recipient through the use of the Material (including any Material contained or incorporated in any Modification) other than the Material-Related Results and (D) all intellectual property that directly embodies or claims any of the foregoing. For clarity, any compound or other material of any kind or nature that the Recipient discovers, optimizes or characterizes through the use of the Material (including any Material contained or incorporated in any Modification), and all data, information and intellectual

property related thereto, shall be solely owned by the Recipient.

(iii) Confidential Information. Subject to this Section 2(b)(iii), with respect to the Material Information, Material-Related Results, and all information that CHDI transfers to the Recipient concerning CHDI or its affiliates (collectively, "CHDI Information"), the Recipient shall (A) hold CHDI Information in strict confidence and not use CHDI Information for any purpose other than for the performance of the Permitted Purposes and (B) not disclose CHDI Information to any third party or affiliate of the Recipient, unless applicable law or court order compels such disclosure. In the event of a disclosure required by law or court order, CHDI will be informed prior to disclosure by the Recipient, so that CHDI may seek a protective order or other remedy. In any event, the Recipient shall disclose only that portion of CHDI Information that, in the opinion of its legal counsel, is legally required to be disclosed and will exercise reasonable efforts to ensure that any CHDI Information so disclosed will be accorded confidential treatment by the court or administrative agency through protective orders, filings under seal and other appropriate means. However, CHDI Information shall not include any information which can be shown by written evidence that (1) at the time of first disclosure the information was already in the possession of the Recipient, (2) the information is in the public domain at the time of disclosure, (3) entered the public domain after such first disclosure through no breach of this Agreement by the Recipient, (4) was independently developed by the Recipient without reference to, or reliance on, CHDI Information or (5) the information has been received from a third party or affiliate of the Recipient which did not acquire it directly or indirectly from CHDI or any of its affiliates. "

3. Section 3(b) (Use of Material) is replaced with the following text:

"(b) Use of the Material. The Recipient hereby agrees:

(i) to use the Material (including any Material contained or incorporated in any Modification) and Material Information for the sole purpose of conducting HD Research and Development and for no other purpose;

(ii) to use the Material, Material Information and all substances created by the Recipient through the use of the Material (including any Material contained or incorporated in

any Modification) in compliance with all applicable laws, rules and regulations;

(iii) not to use the Material (including any Material contained or incorporated in any Modification) in human subjects, in clinical trials or for diagnostic purposes involving human subjects;

(iv) The Materials will not be used, analyzed or modified other than (A) to the extent necessary or useful for the purpose of conducting HD Research and Development and (B) in compliance with the terms and conditions of this Agreement; and

(v) The Materials and Material Information will not be transferred or made available to any third party or affiliate of the Recipient; provided, that, (A) any hybridoma cell line provided as Original Materials and Material Information may be transferred to an affiliate of the Recipient or a third party service provider engaged by the Recipient on a fee-for-service basis solely to produce antibodies on behalf of the Recipient; provided, that, the Recipient shall (1) ensure that any such affiliate or third party will use such Original Materials and Material Information in accordance with the terms and conditions of this Agreement, (2) ensure that any such affiliate or third party will not transfer such Original Materials and Material Information to any other third party or affiliate of the Recipient (other than another affiliate of the Recipient or third party service provider engaged by the Recipient on a fee-for-service basis solely to produce antibodies on behalf of the Recipient) and (3) be liable for the use, application, storage, destruction or disposal of the Materials and Material Information by any such affiliate or third party and (B) the antibodies produced by or on behalf of the Recipient under this Agreement may only be transferred to the Recipient."

4. Section 4(a) (Acknowledgements of the Recipient) is modified by adding the following text at the end of such section:

"The Recipient is regularly engaged in conducting laboratory studies or animal tests, and has all the required authorizations, approvals, registrations, licenses, and permits and is entitled to perform such experimental work in vitro or with laboratory animals in vivo at the place of investigation. In particular, the Recipient is entitled under all applicable laws, rules, and regulations to conduct HD Research and Development."

5. Section 6 (Assumption of Liability; Indemnification) is replaced with the following text:

"6. Assumption of Liability; Indemnification. Except to the extent prohibited by law (or, alternatively, to the extent permitted by law), the Recipient assumes all liability for damages to the extent due to or arising from the use, storage or disposal of the Material and Material Information by the Recipient. Neither CHDI nor the Original Materials Contributor(s) will be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party, to the extent due to or arising from the use, storage or disposal of the Material and Material Information by the Recipient. Except to the extent prohibited by law (or, alternatively, to the extent permitted by law), the Recipient will defend and indemnify CHDI and the Original Materials Contributor(s) (and their respective directors, officers, employees, trustees, shareholders, members and agents) against any loss, claim or demand (including attorneys' fees and cost of defense and the enforcement of this provision) suffered by CHDI or the Original Materials Contributor(s), as the case may be, to the extent due to or arising from (a) a breach of any representation, warranty or covenant of this Agreement by the Recipient or (b) the use, storage or disposal of the Material and Material Information by the Recipient (including by any affiliate or third party service provider engaged by the Recipient to produce huntingtin protein on behalf of the Recipient)."

6. Section 15 (Governing Law) is replaced with the following text:

"15. Governing Law. This Agreement is governed by the laws of the State of New York, without regard to its conflict of laws provisions. Any proceedings to resolve disputes relating to this Agreement shall be brought exclusively in the United States District Court for the Southern District of New York. The parties expressly consent to the jurisdiction of such Court and waive all objections to such venue. The parties further waive the right to trial by jury in any matter which arises under this Agreement.)."