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MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement ("MTA") is made between The Jackson Laboratory ("Jackson") and the organization purchasing Material from Jackson ("Recipient"). This MTA permits Recipient to use the Material subject to Recipient's acceptance of all the terms and conditions contained in this MTA. Recipient's purchase of the Material shall be deemed Recipient's acceptance of this MTA.

1. Definitions

"Original Material" means the materials received by Recipient from Jackson as described on a Jackson purchase order.

"Material" means Original Material, Progeny, and Unmodified Derivatives.

"Modifications" means substances created by Recipient which contain or incorporate the Material.

"Progeny" means an unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.

"Unmodified Derivatives" means substances created by Recipient which constitute an unmodified functional subunit or product expressed by the Material. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Material, proteins expressed by DNA/RNA supplied by Jackson, or monoclonal antibodies secreted by a hybridoma cell line.

2. Use of Material

2.1 Jackson hereby grants Recipient the right to use the Material solely for internal, non-commercial research purposes in accordance with the terms of this MTA, including the two separate license agreements relating to creation of the Material through the use of CRISPR technology, one with the Broad Institute, Inc. ("Broad", also available at https://www.jax.org/about-us/legal-information/licenses/crispr-cas-license-terms-broad-institute), and one with Caribou Biosciences, Inc. ("Caribou", also available at https://www.jax.org/about-us/legal-information/licenses/caribou-biosciences-license-human-cells), that contain certain limitations and obligations. Recipient agrees to be bound by the limitations and obligations set forth in this MTA and the two label license agreements with the Broad and Caribou. In the event of a conflict between any terms and conditions contained in this MTA and the terms and conditions contained in the

licenses referenced above, the terms and conditions contained in the licenses referenced above shall govern and control.

2.2 Recipient further acknowledges and agrees that the Material was made by Genome Research Limited, operating as the Wellcome Trust Sanger Institute (the "Sanger") using a CytoTuneTM iPS Reprogramming kit obtained from Life Technologies Corporation, by Sanger as 'the buyer', under a Limited Use Label License, the terms of which are set out at Exhibit A and which prohibit use of the Material for commercial applications. Recipient agrees that it will not use or permit the use of the Material for any such commercial application and will comply with the terms set out at Exhibit A as they apply to the Material supplied under this MTA. Without prejudice to the generality of the foregoing, Recipient understands that some uses of the Material may require a license from Life Technologies Corporation or its licensor, DNAVEC Corporation. Jackson accepts no liability in relation thereto. Any queries relating to the scope of Exhibit A and any requirement for a separate license should be directed to Life Technologies and/or DNAVEC. Further, generating iPS cells requires using the "Yamanaka factors" to induce reprograming into iPS cells. These were discovered by Prof Shinya Yamanaka's team at Kyoto University. These factors and related methods are the subject of patents or patent applications held by Kyoto University. These rights cannot be commercialized without a license obtained from iPS Academia Japan, Inc. (http://www.ips-cell.net/e/index.php). Recipient agrees that it will not make any attempt to identify the original donors of the Material. Recipient agrees to remove any data mapping to the Y chromosome (including sequencing reads, genotypes etc.) before making genetic or genomic data available to third parties, and such data shall be removed from publications or results. Once this has been done, data may be made available for biomedical research in an open access fashion, permitting redistribution of derived data sets.

2.3 Recipient shall ensure that the Material is not used in human subjects, whether in clinical trials or otherwise, and whether for therapeutic, preventive, diagnostic, or other purposes, or for any purposes prohibited by applicable laws including the UK Human Reproductive Cloning Act 2001. Recipient shall further ensure that the Material is kept in a secure environment, protected against damage, loss, misuse and unauthorized access.

2.4 Recipient shall not transfer or otherwise provide the Material to any third party, provided that Recipient may transfer the Material to a third-party contract research organization or bona fide research collaborator in accordance with the terms and conditions of the Broad and Caribou licenses set forth in Section 2.1 and this Agreement.

2.5 Recipient shall use the Material in compliance with all applicable laws, rules and regulations.

3. Ownership Rights

3.1 As between the parties, Jackson shall retain ownership of the Material, including Material contained or incorporated in Modifications. Recipient shall retain ownership of: (a) Modifications, except that, as between the parties, Jackson shall retain ownership of Material contained therein and use of Material remains subject to the provisions of Section 2, Use of Material, above; and (b) other substances created by Recipient through the use of the Material, but which do not contain or incorporate Material.

3.2 Except as provided in this MTA, no express or implied licenses or other rights are provided to Recipient under any patents, patent applications, trade secrets or other

proprietary rights of Jackson, including any altered forms of the Material made by Jackson.

3.3 Recipient agrees to provide appropriate acknowledgement of the source of the Material in all publications, including but not limited to an acknowledgement that the Material was generated from the KOLF2-C1 cell line produced by the Sanger as part of the Human Induced Pluripotent Stem Cell Initiative (HIPSCI) and was generated with the support of the National Institutes of Health (NIH) and the NIH's iPSC Neurodegenerative Disease Initiative.

3.4 Subject to Section 3.3, Recipient shall not use the name (or any trademark or logo) of Jackson in any publicity, press release, advertising, presentation or other public communication without Jackson's prior written consent.

4. No Warranty; Limitation of Liability, Indemnification

4.1 The Material delivered pursuant to this MTA is understood to be experimental in nature and may have hazardous properties. JACKSON 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, OR OTHER PROPRIETARY RIGHTS.

4.2 In no event shall Jackson, its trustees, directors, officers, employees or affiliates be liable for any penalties or liquidated damages, or for any direct, indirect, special, consequential, punitive, exemplary, or incidental damages of any type or kind, regardless of whether any such losses or damages are characterized as arising from breach of contract, breach of warranty, tort, negligence, strict liability, or otherwise. If, within thirty (30) days of receipt of the Material, Recipient notifies Jackson in writing that the Material provided does not conform with the specification contained in the applicable purchase order, Jackson will, at its option, provide Recipient with a credit or replacement for the Material received. Jackson makes no other representations and this shall be the exclusive remedy of Recipient with respect to the Material provided by Jackson.

4.3 To the extent permitted by applicable law, Recipient will defend, indemnify, save, and hold harmless Jackson, its parent and affiliates and their respective directors, officers, and agents from and against any claims, demands, suits, actions, causes of action, losses, damages, fines, and liabilities, including reasonable attorney, expert and other professional fees ("Claim") arising out of or in connection with Recipient's or its transferees' use, receipt, storage, transfer, disposal and other activities relating to the Material. If Recipient is the U.S. federal government or a state institution prohibited by law from providing indemnification, Recipient shall assume all liability for any and all Claims arising out of or relating to Recipient's and its transferees' use, receipt, handling, storage, transfer, disposal and other activities relating to the Materials to the extent provided under the Federal Tort Claims Act, 28 U.S.C. §§ 2671 et seq. or under equivalent applicable State law.

4.4 The provisions of this Section 4 shall survive termination or expiration of this MTA.

5. Miscellaneous

5.1 This MTA is made under and shall be construed, governed, interpreted and applied according to the laws of the State of Maine, U.S.A., without regard to conflict of laws principles. The parties agree that the exclusive venue for any dispute arising under this MTA or in connection with any breach thereof shall be in the federal or state courts in the State of Maine, and the parties hereby consent to venue and jurisdiction in those courts. If Recipient is the U.S. federal government, then this MTA shall be construed, governed, interpreted and applied according to U.S. federal law as applied in a court of competent jurisdiction.

5.2 Recipient may not assign this MTA without the prior written consent of Jackson. This MTA shall be binding on all permitted successors and assigns.

5.3 This MTA, including all documents incorporated herein by reference, is a binding agreement and embodies the entire understanding of the parties with respect to the subject matter hereof and will supersede all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof. Any agreement to change the terms of this MTA in any way will be valid only if the change is made in writing and approved by the authorized representatives of the parties hereto.

5.4 This MTA shall remain in effect so long as Recipient retains any Material.

5.5 Should any provision of this MTA be determined to be unenforceable or otherwise unlawful, then such provision shall be without effect, and the remaining terms of this MTA will survive, as if such provision had not been included herein.

Exhibit A

Limited Use Label License

Limited Use Label License No: 518 CytoTune™ Technology for Products

Notice to Purchaser: This product is authorized for reprogramming methods that involve or pertain to the preparation of iPS cells or related cells. The purchase of this product conveys to the purchaser the limited, non-transferable right to use the purchased amount of product to perform internal use and for educational purposes. No right to resell this product or any of its components, or iPS cells or related cells generated by use of the product, or derivatives thereof (hereafter "the Materials") is conveyed expressly, by implication, or by estoppel. For clarity, purchasers have the right to use third party service providers for generating iPS cells and derivatives for the benefit of such purchasers.

Purchasers can deposit the Materials with not-for-profit repositories ("Repositories") and transfer cells to not-for-profit research entities (not affiliated with a for-profit organization) for their internal research. Such recipient Repositories and not-for-profit research entities are allowed to distribute the Materials not-for financial gain to other users for their internal research.

If the Materials are transferred to other users in accordance with the terms of this label license accompanying the product (hereafter "Label License"), the transferring party should notify recipients of such Materials of these terms by transferring a copy of the Label License to the recipients.

To obtain commercial rights for the sale of the Materials or for a fee-for-service generation of the Materials other than as allowed in paragraph 1 above, purchasers are requested to contact DNAVEC Corporation at cytotune@dnavec-corp.com. For all other commercial applications relating to the use of the Materials, purchasers might be required to contact iPS Academia Japan. Customers may contact iPS Academia Japan either directly at license@ips-ac.co.jp or through DNAVEC Corporation.

User Notice

Definitions

1. GRL: Genome Research Limited, operating as the Wellcome Sanger Institute
2. IDP: ID Pharma Co., Ltd.
3. Products: iPS cells, progeny of iPS cells and/or differentiated cells therefrom that are generated by using CytoTune-iPS technology under the license agreement between IDP and GRL, and including services provided using such cells
4. User: The person or entity that purchased or obtained Products from GRL

User Restrictions

1. User may use the Products for internal research. No other right is granted to User whether expressly, by implication, by estoppel or otherwise. In particular, the purchase or obtaining of the Products by User from GRL does not include nor carry any right or license to use, develop or otherwise exploit the Products for or for the purpose of financial gain, and no rights are conveyed to User to use the Products for any other purpose. To obtain commercial rights for any commercial applications, Users are requested to contact ID Pharma Co., Ltd. at info@idpharma.jp and Academia Japan, Inc. directly at license@ips-ac.co.jp.

2. User agrees to use the Product in compliance with all applicable statutes and regulations, but not to use the Product for any administration or application to humans. Moreover, User agrees not to use the Product in human subjects for human clinical use for therapeutic, diagnostic or prophylactic purposes, or in animals for veterinary use for therapeutic, diagnostic or prophylactic purposes, including but not limited to clinical applications.

3. In the case that User transfers Products to a third party, User shall convey the User Restrictions set forth herein to such a third party.

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