

**Takara's pCold Vectors (code # 3360-3365, 3371, 3372)
Purchaser's Agreement to the Terms and Conditions of Sales**

Whereas, Takara Bio Inc, having an address at NOJIHIGASHI 7-4-38, KUSATSU, SHIGA, 525-0058, JAPAN (Hereinafter referred to as "TAKARA BIO") manufactures and sells pCold I, II, III, IV, pCold TF Vectors (code # 3360-3365) ,pCold ProS2 DNA (code # 3371), and pCold GST DNA (code # 3372).

Whereas, the organization for which an authorized signature appears below (hereinafter referred to as the "PURCHASER") wishes to buy one or more pCold I, II, III, IV, pCold TF, pCold ProS2, pCold GST Vectors.

Whereas, pCold Vectors (hereinafter referred to as the "PRODUCTS") are covered by the claims of U.S. Patent Nos. 6479260 and 6897042, which are owned by TAKARA BIO, and the claims of U.S. Patent Nos. 5,981,280, 6,686,174, and the pending patent which are owned or issued by Rutgers, The State University of New Jersey and are exclusively licensed to TAKARA BIO.

Whereas, provided PURCHASER agrees to all of the Terms and Conditions below, TAKARA BIO is willing to sell PRODUCTS to PURCHASER directly, through its subsidiaries or through authorized distributors.

TAKARA BIO HEREBY AGREES AS FOLLOWS:

TAKARA BIO represents and warrants that upon purchase under the terms of this Agreement, PURCHASER shall have the right to use PRODUCTS for all lawful purposes.

NOW, THEREFORE, PURCHASER HEREBY AGREES AS FOLLOWS:

1. PRODUCTS are for research or laboratory use only. PURCHASER understands and agrees that PRODUCTS shall not be administered to humans or animals, and shall not be used for pharmaceutical, *in vitro* diagnostic, or any commercial purposes other than internal research.
2. PURCHASER shall not modify pCold Vector DNA sequences located between and including the CspA 3'UTR and CspA Promoter. The adjacent multicloning site (MCS) is exempt from this restriction.
3. PURCHASER shall not utilize any partial sequences from PRODUCTS for the purpose of new plasmid construction using the Cold Shock Expression System.
4. PURCHASER shall not transfer or sell copies of PRODUCTS, components of PRODUCTS, and/or derivatives of PRODUCTS (collectively "DERIVATIVES") to any third parties. Notwithstanding foregoing, PURCHASER may transfer DERIVATIVES solely to a third party which has already been granted a license to use PRODUCTS for research purpose through purchase of PRODUCTS from TAKARA BIO, its subsidiaries or its local distributors, provided that PURCHASER shall enter into a prior separate agreement with TAKARA BIO for the transfer of DERIVATIVES to said third party.
5. PURCHASER's order of PRODUCTS will be delivered only when this Agreement is signed

and returned to Takara Bio or one of its subsidiaries.

6. By purchasing PRODUCTS, the PURCHASER agrees to the terms and conditions herein. These terms and conditions cannot be modified or amended without express written agreement by an officer of TAKARA BIO. TAKARA BIO's failure to object to provisions contained in any purchase order or other form of document from PURCHASER shall not be construed as a waiver of the terms and conditions herein or an acceptance of any such provision.

Please select the products you are interested in purchasing by checking the boxes below.

Code	3360*	3361*	3362	3363	3364	3365*	3371*	3372*
Product Name	pCold Vector Set	pCold I DNA	pCold II DNA	pCold III DNA	pCold IV DNA	pCold TF DNA	pCold ProS2 DNA	pCold GST DNA
Product you are interested in purchasing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*This product is not available in the U.S.

Accepted and Agreed To By:

_____ (Signature) _____ (Date)

Name (Print): _____

Title: _____

Organization: _____

Address (Street, City, State, Country, Zip Code) _____

Phone Number: _____

Fax Number: _____

E-mail: _____

Any inquiries about the licenses relating to PRODUCTS should be made to TAKARA BIO INC. directly or through TAKARA BIO's subsidiaries listed below.

TAKARA BIO INC.

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Subsidiaries:

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Takara Biomedical Technology (Beijing) Co., Ltd.

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