

## Agreement on Restricted Use of PEPGEL Materials

This agreement (“Agreement”) is made as of and shall be effective upon receipt by the Recipient of proprietary Materials (as defined below) from **PepGel, LLC (“PepGel”)** which may accompany or be provided pursuant to this Agreement. PepGel is the owner or licensee of certain proprietary technologies relating to its Materials, is willing to provide such Materials for the conduct of internal research by Recipient, and provides such Materials to Recipient subject to the terms and conditions of this Agreement. The use and/or purchase and/or other acquisition of such PepGel proprietary Materials shall constitute Recipient’s agreement to all of the terms and conditions of this Agreement as set forth below.

1. **“Materials”** shall collectively mean certain proprietary substances and/or products/kits or other items purchased by Recipient or otherwise provided by PepGel to Recipient for use by Recipient for internal research under this Agreement, and all improvements and/or modifications to such Materials.
2. **Use for Internal Research Purposes Only.** The purchase or other acquisition of Materials by Recipient includes only an immunity from suit under any patents or other intellectual property rights owned by or licensed to PepGel related to the Materials if Recipient abides by the terms and conditions of this Agreement and a right to use only the amount of the Materials purchased or otherwise acquired by Recipient from PepGel, for Recipient’s own internal research, during the conduct of such research. No other patent or intellectual property rights of any kind are conveyed expressly, by implication, or by estoppel to Recipient by virtue of Recipient’s purchase or other acquisition of the Materials, and no rights or license in or to the Materials is granted by virtue of this Agreement except as otherwise expressly set forth herein. Any such rights or license shall only be as may be granted in a further written agreement between the Recipient and PepGel. Recipient agrees to use the Materials solely for internal research purposes and only for its own research conducted at Recipient’s facilities. In particular, Recipient shall not use the Materials, or any derivatives thereof, or written information related thereto, for any commercial purposes whatsoever, unless a further written agreement with respect thereto is entered into between Recipient and PepGel, and shall not supply the Materials, or any derivatives thereof, to any third party without the prior written permission of PepGel. Further information on obtaining a license to use the Materials commercially may be obtained by contacting PepGel at the address listed on the packing slip, package insert or other information accompanying the Materials or this Agreement.
3. **Access to Materials.** Recipient shall only permit access to the Materials, or any derivatives thereof, by those individuals within its organization who have a need for such access in connection with the research described above.
4. **Disclosure of Confidential Information.** Recipient shall take reasonable security precautions, at least to the extent of the precautions it takes to protect its own confidential information, but no less than reasonable care, to maintain Confidential Information and not disclose the same to any third party, as follows:

"Confidential Information" includes the Materials, any written information disclosed by PepGel which is identified as Confidential, any oral or written description of the results and information related to the research performed by Recipient hereunder, as well as any such information disclosed orally by PepGel and designated as "Confidential" in writing within (30) days of the oral disclosure. Confidential Information shall not include any information, that (i) is or subsequently becomes publicly available without a Recipient's breach of any contractual obligation owed to PepGel; (ii) was known to Recipient prior to PepGel's disclosure of such information under this Agreement; (iii) is received by Recipient from a third party, who has the legal right to disclose information to Recipient; (iv) is independently developed by Recipient, as evidenced by written records, without use of Confidential Information of PepGel.

5. **No Warranties.** Recipient agrees to accept the Materials without any warranty whatsoever, including of fitness for a particular purpose. PepGel shall have no liability for any claims arising from the use, handling or storage of the Materials by Recipient.
6. **Term/Governing Law.** This Agreement shall be effective upon Recipient's receipt of the Materials and shall continue to remain in force until terminated in writing by PepGel or superseded by a subsequent written agreement between Recipient and PepGel. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without giving effect to its choice of law or conflict of laws rules.