

X-Aptamer Co-Development Program
Full Terms, Conditions and Agreement Thereto (“Agreement”)

1. Conditions of Sales:

Buyer of an X-Aptamer Selection Kit (herein referred to as "Customer") agrees and acknowledges that AM Biotechnology, LLC ("AM Biotech") provides its X-Aptamer Co-Development Program ("Program"), which includes its X-Aptamer Selection Kit ("Kit") and services related thereto ("Services"), for laboratory research and in vitro diagnostic purposes only. Customer acknowledges that the Program and AM Biotech's X-Aptamer Kit and Services used therein have not been tested for safety and efficacy in animal, food, drug, medical device, cosmetic, commercial or any other use. However, AM Biotech and Customer are both independently free to use the X-Aptamer sequences that result from use of the Program for any purpose provided that each party independently takes appropriate steps to ensure safe use and/or regulatory approval (if required). Purchase of an X-Aptamer Selection Kit indicates that the customer fully accepts all AM Biotech terms and conditions.

2. Pricing for the Program:

Pricing for the Program is defined in the ordering information at the time of order. All prices listed in this document and in other documents sent by AM Biotech are in U.S. dollars and payable NET 30 days by check from a US bank, wire transfer, ACH transfer, or by credit card. Applicable shipping and handling charges as well as taxes and customs duties as identified in the ordering information at the time of order are not included in the Kit price. AM Biotech will determine the best shipping method unless otherwise requested by Customer.

Prices for Sequencing and Data Analysis Services: **No Charge** if AM Biotech receives the sample produced from Customer using the Kit within 12 weeks of Kit shipment per the following:

In order to receive Sequencing and Data Analysis Services at No Charge, Customer must process between THREE and FIVE different targets with the Kit and AM Biotech must receive the sample produced from Customer using the Kit within 12 weeks of Kit shipment to get sequencing and data analysis at no charge. Failure to meet these conditions will result in the processing charges set out in the ordering information at the time of order for sequencing and data analysis if Customer proceeds with sequencing and data analysis.

Prices for Synthesis Services of Putative X-Aptamers for Customer Characterization: **No Charge** if AM Biotech receives the sample produced from Customer using the Kit within 12 weeks of Kit shipment per the following:

In order to receive Synthesis Services at No Charge, Customer must process between THREE and FIVE different targets with the Kit and AM Biotech must receive the sample produced from Customer using the Kit within 12 weeks of Kit shipment to get synthesis of putative X-Aptamers at no charge. Failure to meet these conditions will result in the processing charges set out in the ordering information at the time of order for putative X-Aptamer synthesis if Customer proceeds with synthesis of putative X-Aptamers.

3. Development Process:

The Program begins when AM Biotech ships the X-Aptamer Selection Kit. Customer completes the steps in the protocol supplied with the Kit and returns a sample produced using the Kit to AM Biotech. AM Biotech processes that sample to identify and synthesize several putative X-Aptamer sequences for each target to be tested by Customer.

AM Biotech initially provides the putative X-Aptamer material only. Customer must provide to AM Biotech: a) the identity of the targets that the Customer used in the Kit, and b) the X-Aptamer characterization data for each target before AM Biotech will release the sequences for the X-Aptamers that demonstrate target binding. Characterization data should include an apparent dissociation constant (K_{apparent} , 50% maximum binding) of the X-Aptamers. Figures of experimental results should also be provided as well as a written description of the assay(s) performed that includes all conditions and materials used.

4. Data Usage:

AM Biotech may use the data provided by Customer relating to the characterization of the putative X-Aptamers for marketing purposes, however, all references to Customer will be removed from such data. Furthermore, AM Biotech will not identify Customer as the source of the data in any sales or marketing materials.

5. Refund:

AM Biotech will refund the price of the X-Aptamer Selection Kit if use of the Kit does not result in at least one X-Aptamer sequence that binds to one of the targets processed in parallel with the multiplexed Kit. Customer must process at least three (five are possible) targets with the Kit and request refund within 3 months of Kit shipment from AM Biotech for this offer to be valid. Shipping and Handling and customs duties, if any, are not refundable.

6. Warranty:

Unless otherwise specified in AM Biotech's proposal, quote, or estimate (herein referred to as "Proposal"), AM Biotech warrants that the X-Aptamer Development Program will, at the time of delivery, conform to the description of such Program as provided to Customer. THIS WARRANTY IS EXCLUSIVE, AND AM BIOTECH MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD PARTY PATENT OR INTELLECTUAL PROPERTY RIGHTS. AM Biotech's sole and exclusive liability, with respect any aspect of the Program that is proved to AM Biotech's satisfaction to be defective, shall be limited to the remedy specified in AM Biotech's Proposal and in the absence of such specification, the remedy set out in Sections 5 and 6 herein. AM Biotech shall not be liable for any incidental, consequential or contingent damages. Unless otherwise specified in AM Biotech's Proposal, the warranty period is 3 months from the date of Kit delivery.

AM BIOTECH SHALL HAVE NO OBLIGATION WITH RESPECT TO DEFECTIVE SERVICES PROVIDED BY AM BIOTECH UNLESS THE DEFECT IS CLAIMED IN WRITING WITHIN THE WARRANTY PERIOD. REGARDLESS OF ANY OTHER PROVISION OF THIS ORDER, IT IS UNDERSTOOD THAT THE TOTAL FINANCIAL LIABILITY OF AM BIOTECH FOR ANY AND ALL REASONS RELATED TO THIS ORDER SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO AM BIOTECH BY CUSTOMER UNDER THE TERMS OF THIS ORDER.

7. Statement of Intent:

It is the Parties' intent that:

- a. these Primary Terms & Conditions define all of AM Biotech's specific areas of responsibility with respect to the Program including the Kits provided to customer and Services to be performed by AM Biotech, and
- b. Customer shall be responsible for all other areas. Customer is responsible for all of the following:
 - i. environment, health and safety at Customer's facilities;
 - ii. performance of the protocols included with Kit purchased from the AM Biotech;
 - iii. the procurement of suitable materials required to use Kit purchased from AM Biotech;
 - iv. the accuracy and completeness of all information provided to AM Biotech by Customer for the specification and/or design of the services rendered by AM Biotech.

8. Intellectual Property:

AM Biotech and Customer both contribute to the creation of intellectual property (as defined by US patent law) of the resulting X-Aptamers during the use of the Program. Therefore, both the Customer and AM Biotech are co-owners of any intellectual property relating to the X-Aptamers arising from use of the Program and each retain a complete right to make, use, sell and offer to sell the full invention with no

liability to the other co-owner including rights to the X-Aptamer sequences and modification patterns resulting from use of the Program unless otherwise negotiated by AM Biotech and Customer in a separate agreement.

Customer and AM Biotech may file for intellectual property protection independently or jointly. The filing party will pay all costs incurred by independent filing; however, the non-filing party agrees to provide the assistance and data necessary to complete the filing.

9. Purchase of Exclusive Rights:

Customer may purchase the exclusive rights* to use the X-Aptamers resulting from the Program under the following schedule:

Option	Valid Time Period	Fee
1	Prior to AM Biotech sending Putative XAs to Customer	\$10,000 flat fee for the XAs to the targets used (5 targets max)
2	After AM Biotech shipment of Putative XA material until 6 months after AM Biotech shipment of putative X-Aptamer material to Customer	\$15,000 flat fee per target
3	6 months after shipment of Putative XAs	negotiated fee structure plus royalties

*Exclusive rights include all patent rights to the X-Aptamers (material and sequences) developed using the Kit purchased by the Customer including the right to make, use, sell, and offer to sell in all markets.

Customer must send a written declaration of intent to purchase exclusive rights along with a draft agreement for such purchase to:

AM Biotechnologies, LLC
ATTN: Exclusive Rights
12521 Gulf Freeway
Houston, Texas 77034-4509

Customer declaration of intent for exclusive rights must be received by AM Biotech prior to or on the last day of the valid period for the desired option.

10. Requesting Royalties:

Customer may request that AM Biotech pay a 2% royalty on sales of greater than \$10,000 USD per calendar year from the sale of any one X-Aptamer developed through the Program and sold by AM Biotech to third parties. Such Customer request must be made in writing by a person authorized to make such request and within 24 months of AM Biotech shipment of the putative X-Aptamers resulting from the Program. Failure to make such request within 24 months forfeits royalties. Customer royalties request must be sent to:

AM Biotechnologies, LLC
ATTN: Royalties Request
12521 Gulf Freeway
Houston, Texas 77034-4509

11. Delivery Terms:

Unless otherwise specified in AM Biotech's Proposal, regardless of any other provision of this Agreement, the delivery terms for all Kits to be delivered by AM Biotech are FCA Houston, Texas (INCOTERMS 2010) and title to such Kits shall pass to Customer upon delivery into the custody of the first carrier, provided however that the terms of this Agreement follow the use of the Kits by any party.

12. Legal Jurisdiction:

It is the intention of the parties that in the event disputes should arise between the parties over the interpretation and application of this Agreement, the parties will attempt to settle such disputes by negotiation and consultation between themselves. The parties will also consider but are not bound to commit to arbitration as a means of resolving any such disputes.

13. Force Majeure:

Neither AM Biotech nor Customer shall be considered in default in the performance of its obligations if such performance is prevented or delayed by Force Majeure. Force Majeure shall be understood to be any cause which is beyond the reasonable control of the party affected, and which is forthwith by notice from the party affected brought to the attention of the other party, including but not limited to war, hostilities, revolution, natural disaster, epidemic, accident, fire, wind, flood, earth quake, unexpected failure of manufacturing equipment, insolvency, or because of any law, order proclamation, regulation or ordinance of any government or of any subdivision thereof, or because of any act of God.

14. Assignment:

Neither party may assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld.

16. Exclusion:

AM Biotech will immediately notify Customer in the event it becomes an excluded individual from a government healthcare program.