

**X-Aptamer Selection Kit Standard Pricing Offer
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 Selection Kit Standard Pricing Offer (“Program”), which includes its X-Aptamer Selection Kit (“Kit”) and services related thereto (“Services”), for laboratory research 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. Customer may use the X-Aptamer sequences that result from use of the Program for any purpose including in vitro diagnostics and therapeutics provided that Customer takes appropriate steps to ensure safe use and/or regulatory approval (if required). Purchase of an X-Aptamer Selection Kit using the Program 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, if any, and in other documents sent by AM Biotech are in U.S. dollars and payable NET 30 days (if purchased using a purchase order from a lawful entity) by check from a US bank, wire transfer, ACH transfer, or by credit card. Payment for a purchase without a purchase order (e.g. on line purchase) is due prior to shipment of the item purchased. 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.

3. Intellectual Property:

Customer retains the intellectual property (as defined by US patent law) of the resulting X-Aptamers developed during the use of the Program; however, AM Biotech restricts use of the resulting X-Aptamers to research use only. Customer may file for intellectual property protection of the X-Aptamers resulting from use of the Program and Customer will pay all costs incurred by filing; however, AM Biotech agrees to provide the assistance and data necessary to complete the filing.

4. Commercial Use License:

Customer may for a flat fee purchase from AM Biotech a commercial use license to sell in one or more markets the X-Aptamers arising from use of the Program. This commercial use license includes a complete right to make, use, sell and offer to sell the full invention of the X-Aptamer 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. The Customer will secure from AM Biotech a commercial use license in a separate agreement. The flat fee differs for each targeted market but shall generally be as follows:

Market	Flat Fee Commercial Use License
Research tool only	\$15,000 per target
Diagnostics only	\$30,000 per target
Therapeutics only	\$60,000 per target
Other or combination	Negotiated

5. 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. AM Biotech will release the sequence and modification data for the X-Aptamers resulting from a Kit to a for-profit Customer only after a for-profit Customer purchases a commercial use license. AM Biotech will release the sequence and modification data for the X-Aptamers resulting from a Kit to a non-profit Customer only if the non-profit customer demonstrates a need for that data for research publication purposes.

6. Warranty:

Unless otherwise specified in AM Biotech's proposal, quote, or estimate (herein referred to as "Proposal"), AM Biotech warrants that the 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 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 shipment.

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. 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.

9. 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.

10. 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.

11. 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.