

MASTER RESEARCH SERVICES AGREEMENT

This Master Research Services Agreement (“Agreement”) is made effective as of _____, by _____ and _____ between _____, located at _____ (“CLIENT”), and Rincon Bioscience, LLC located at 3900 N Traverse Mtn Blvd, Suite 100, Lehi, UT 84043 (hereinafter “RINCON”).

WHEREAS, CLIENT is engaged in the business of life science research; and

WHEREAS, RINCON is an organization engaged in the business of providing life science research services as more fully set forth in various statement of works to be issued and governed by the terms and conditions under this Agreement which shall be incorporated by reference therein (“Statement of Work” or “SOW”); and

WHEREAS, RINCON is willing to provide such services to CLIENT in accordance with the terms and conditions of this Agreement and the applicable SOW.

NOW, THEREFORE, for good and valuable consideration contained herein, the exchange, receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Statements of Work.

In the event that the parties hereto shall reach agreement with respect to a particular project for which RINCON will provide research services under this Agreement (“Project”), a Statement of Work for said project, substantially in the form of Schedule A attached hereto, shall be finalized and executed by the parties and the two shall collectively, independent from other Statements of Work, constitute the entire agreement for the specific Project. To the extent any terms set forth in a Statement of Work shall conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise specifically set forth in the Statement of Work with specific language in the Statement of Work on the specific paragraph and language being changed in this Agreement.

2. Services.

2.1 - RINCON hereby agrees to provide to CLIENT the services described in the “Services” section of each SOW (the “Services”). In performing the Services, RINCON shall comply with the applicable SOW, including the written instructions of CLIENT agreed upon by the Parties, and all applicable United States laws, rules and regulations.

2.2 - RINCON certifies that its staff will adhere to proposed or commonly accepted protocols. Due to the nature of scientific research, RINCON cannot guarantee that the research studies captured in SOW will result in data/output which meet certain criteria. Correct execution of the proposed protocol, together with a final report, in compliance with the SOW shall constitute completion of services.

2.3 - In the event that RINCON is requested or required to perform services different or beyond that which are specifically set forth in a SOW, any such services and a compensation schedule therefore must be mutually agreed upon by the parties in writing prior to the provision of said services. Said mutually agreed upon

writing shall be an amendment to the pertinent SOW and the services as amended therein shall be deemed to be Services as the term is used in this Agreement.

3. Prices, Compensation, and Payment.

Except as otherwise expressly provided in a payment schedule attached to an applicable SOW, RINCON shall submit to CLIENT an invoice describing the Services performed and CLIENT shall pay said invoices within thirty (30) days of receipt. CLIENT shall be responsible to any sales, VAT, and/or any other taxes or fees levied on their purchase of the goods or services from RINCON. CLIENT shall be responsible to pay for any Services satisfactorily performed in the event that CLIENT cancels agreement in accordance with Section 4.

4. Term and Termination.

4.1 - The term of this Agreement shall commence as of the date hereof and, unless earlier terminated in accordance with this Section 4, shall end one (1) year from the commencement date. The agreement shall automatically renew for additional one (1) year periods unless a party notifies to the other party of its intention not to renew at least thirty (30) days prior to the renewal date. SOW shall commence upon the date of complete execution by the parties and shall terminate upon the completion of Services unless earlier terminated in accordance with this Section 4.

4.2 - This Agreement or an SOW may be terminated with or without cause by CLIENT upon fifteen (15) days prior written notice. This Agreement may be terminated with or without cause by RINCON upon fifteen (15) days written notice after the completion of any outstanding SOWs. CLIENT shall be responsible for to pay for any Services satisfactorially performed before termination.

4.3 - The termination of this Agreement shall automatically terminate any and all SOW, unless otherwise agreed.

4.4 - Upon termination of this Agreement or a SOW, RINCON shall cooperate with CLIENT to provide for an orderly wind-down of the Services provided by RINCON hereunder.

4.5 - The obligations of the parties contained in Sections 3, 5, 6 and 7 hereof shall survive termination of this Agreement.

5. Confidentiality.

5.1 - RINCON agrees that any and all tangible materials obtained from CLIENT or generated or created by RINCON as a direct and sole result of performing the Services under this Agreement, including, without limitation, confidential commercial, scientific, medical and technical information and data relating to CLIENT, a compound or a Project, as well as tangible materials (all such data, information and tangible materials together with any information derived there from (exclusive of research methodologies and computer software and code (to the extent such methodologies, software and code do not rely upon or incorporate any information and data provided by CLIENT) developed by and shall be owned by RINCON) to be referred to collectively, herein as the

“Confidential Material”), are and shall be the confidential, proprietary and exclusive property of CLIENT and will be treated as such by RINCON.

5.2 - RINCON agrees to maintain the Confidential Material in confidence during the term of this Agreement and for a period of ten (10) years thereafter, and that it will use any Confidential Material only to provide the Services and for no other purpose. RINCON agrees to not disclose any of the Confidential Material to any third party without first obtaining the written consent of CLIENT. RINCON agrees to maintain in confidence all Confidential Material received by it and to limit disclosure of said Confidential Material to its employees who have a need to know and who are bound by confidentiality obligations no less stringent than the confidentiality provisions under this Agreement. RINCON further agrees to advise any and all such employees of the confidential nature of Confidential Material and shall ensure that any party to which Confidential Material is disclosed shall abide by the provisions of this Agreement. In the event that the Confidential Material includes chemical compounds or compositions of matter, the structure or composition of which are not disclosed to RINCON, RINCON shall not attempt to determine the structure or composition of such compounds or compositions.

5.3 - The above provisions of confidentiality shall not apply to that part of the Confidential Material which RINCON is able to demonstrate by documentary evidence:

- a) was in RINCON’s possession prior to receipt from CLIENT or is developed independent from a Project; or
- b) was in the public domain at the time of receipt from CLIENT; or
- c) becomes part of the public domain through no fault of RINCON, its directors, officers, employees, agents, representatives or advisors; or
- d) is lawfully received by RINCON from some third party having a right of further disclosure.

5.4 - RINCON agrees that upon termination or expiration of this Agreement or, at CLIENT’s request, it shall (and shall cause its directors, officers, employees, agents, representatives and advisors to) return to CLIENT all parts of the Confidential Material provided by CLIENT and return or destroy any copies thereof made by RINCON, its directors, officers, employees, agents or representatives. RINCON may retain the original documentation (i.e., notebooks, binders) and one copy of Confidential Material for legal / archival purposes.

5.5 - RINCON acknowledges that disclosure or distribution of the Confidential Material or use of the Confidential Material contrary to the terms of this Agreement may cause irreparable harm for which damages at law may not be an adequate remedy, and agrees that the provisions of this Agreement prohibiting disclosure or distribution of the Confidential Material or use contrary to the provisions hereof may be specifically enforced by a court of competent jurisdiction in addition to any and all other remedies available at law or in equity.

6. Intellectual Property.

6.1 CLIENT retains all right, title and interest in and to the Confidential Materials. Neither anything contained herein nor the delivery of any Confidential Material to RINCON shall be deemed to grant RINCON any right or licenses under any patents or patent applications or to any know-how, technology or inventions of CLIENT.

6.2 In the event that RINCON conceives and/or reduces to practice inventions relating to any materials transferred to RINCON in the course of or in connection with the Services, including without limitation any new uses or formulations of or improvements to such materials, the parties hereto acknowledge and agree that CLIENT shall retain all right, title and interest in and to any patents or other intellectual property rights relating thereto and RINCON hereby assigns to CLIENT any and all right, title and interests that it may have therein.

6.3 RINCON represents and warrants that (a) neither the performance of the Services nor the results thereof nor any element thereof will infringe the intellectual property rights of any third party; (b) RINCON will not grant, directly or indirectly, any rights or interest whatsoever in the results (or the intellectual property rights) arising from the Services hereunder to third parties; and (c) RINCON has full right and power to enter into and perform this Agreement without the consent of any third party.

7. Publication.

RINCON shall not publish any articles or make any presentations relating to the Services or referring to data, information or materials generated as part of the Services, in whole or in part, without the express prior written consent of CLIENT.

8. Independent Contractor Relationship.

The parties hereto are independent contractors and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venture. Both parties agree that neither shall have power or right to bind or obligate the other, nor shall either hold itself out as having such authority.

9. Publicity; Terms.

Except as required by law, neither Party shall use the name of the other party nor of any employee of the other Party in connection with any publicity without the prior written approval of the other party.

Each of the Parties hereto agrees to maintain in confidence and not to disclose to any third party the terms of this Agreement without the prior written consent of the other Party hereto, except to employees, advisors and others on a need-to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by law.

10. Disclaimer.

Materials provided by CLIENT hereunder will be used with prudence and appropriate caution, since they are experimental in nature and not all of their characteristics are known. CLIENT will make reasonable efforts to advise RINCON of known health and safety characteristics of the Materials, including providing to RINCON the MSDS's for Materials.

11. Force Majeure.

In the event either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or a cause beyond such

party's control, then performance of such act shall be excused for the period of such delay. Any timelines affected by such force majeure shall be extended for a period equal to that of the delay and any affected Project Budgets shall be adjusted to reflect cost increases resulting from force majeure; provided however that CLIENT, to the extent the Services are impacted by a force majeure event, may terminate any SOW impacted by such event pursuant to Section 4 of this Agreement. Notice of the start and stop of any such force majeure shall be provided to the other party.

12. Record Storage: Audit.

12.1 - During the term of this Agreement, RINCON shall maintain all materials and all other data obtained or generated by RINCON in the course of providing the Services hereunder, including all computerized records and files, in a secure area reasonably protected from fire, theft and destruction. RINCON shall cooperate with any reasonable internal review or audit by CLIENT up to two (2) times per year and make available to CLIENT for examination and duplication, during normal business hours and at mutually agreeable times, all quality documentation, data and information relating to quality issues of a Project. All financial information and data of RINCON is excluded from any internal review or audit by CLIENT.

12.2 - At the expiration or termination of this Agreement and upon written instruction of CLIENT, all data and information obtained or generated by RINCON in the course of providing the Services hereunder shall, at CLIENT's option, be (i) delivered to CLIENT at the address to be provided by CLIENT in such form as is then currently in the possession of RINCON, (ii) retained by RINCON for CLIENT for a period of three years, or (iii) disposed of, at the direction and written request of CLIENT, unless such materials are otherwise required to be stored or maintained by RINCON as a matter of law or regulation. RINCON may retain originals of generated materials (i.e., notebooks) under its SOPs for legal / archival purposes.

13. Governing Law / Jurisdiction.

This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Delaware, without reference to conflicts of laws principles. The Parties agree to the exclusive jurisdiction of the state and federal courts located in the State of Delaware for the resolution of any disputes.

14. Severance.

If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, provided the surviving agreement materially comports with the parties' original intent.

15. Waiver.

Waiver or forbearance by either party or the failure by either party to claim a breach of any provision of this Agreement or exercise any right or remedy provided by this Agreement or applicable law, shall not be deemed to constitute a waiver with respect to any subsequent breach of any provision hereof.

16. Assignment.

This Agreement and any Project Addendum may not be assigned by either party without the prior written consent of the other party, provided, however, the parties may assign this Agreement or a Project Addendum, without obtaining prior consent from one another to an affiliated company or in connection with the merger, consolidation or sale of substantially all assets related to the Services hereunder. Any assignment not in accordance with this Section will be null and void.


17. Entire Agreement.

This Agreement represents the complete and entire understanding between the parties regarding the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, regarding this subject matter. A copy of a fully executed original is as valid as the original. Each party represents and warrants that (a) it has the full power and authority to enter into this Agreement, (b) this Agreement has been duly authorized, and (c) this Agreement is binding upon it.

IN WITNESS THEREOF, this Agreement has been executed by the parties hereto through their duly authorized officers as of the date set forth above.

RINCON BIOSCIENCE, LLC



By:  _____
Name: Marc Oddou _____
Title: Business Director _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE A -- STATEMENT OF WORK



rincon bio

The Cancer Model Company

**Rincon Bioscience, LLC 3900 N Traverse Mtn Blvd, Suite 100, Lehi, UT 84043
www.rinconbio.com**

Statement of Work

Reference #

Title

Client

Prepared by

Bret Stephens, PhD
Rincon Bio
801 696 9598
bret@rinconbio.com

Administrative Contact:
Marc Oddou
760 672 6613
marc@rinconbio.com

Background

Background information.

Materials to be Provided by Client

Materials provided by client.

Services

Scope of proposal. Study Design.

Timing

Timing

Cost

Cost

Signatures

Signatures