

To HAMAMATSU PHOTONICS K.K.

Consent of Research Materials Usage

In purchasing the following products from Cosmo Bio Co., Ltd., I agree to EXHIBIT 1 "Conditions for use of Research Materials", regarding their use.

Products used	☐ pRed Glifon 300
Date of entry	
Intended use of the product	

Please fill in the details.

Customer data		
Name of the research institution/company		
Laboratory/department name		
Name of researcher/user		
Name of the person in charge of the laboratory/department		Signature:
Contact information	Address	Postal code:
	TEL	
E-Mail	@	

Personal data shall be handled in accordance with HAMAMATSU PHOTONICS K.K.'s Personal Information Protection Policies.

< Personal Information Protection Policies >

<https://www.hamamatsu.com/jp/en/website/privacy-policy/index.html>

EXHIBIT 1

Conditions for Use of Research Materials

1. Definitions

- ① "Customer" refers to the purchaser of this product listed in the column of the name of the research institution/company in the Consent of Research Material Usage (hereinafter referred to as the "Consent").
- ② "Product" refers to a plasmid vector containing a red fluorescent protein-based Glucose indicator (Red Glifon 300) structural gene provided by HAMAMATSU PHOTONICS K.K., listed in the column of Products used of the Consent, including, but not limited to its derivatives (plasmid vector produced addition/deletion/change to the nucleotide sequence of the vector).

2. Terms of Use and Miscellaneous

- ① Customer shall acknowledge that Product is a prototype and has the potential of possessing a hazardous nature, and is provided on an as-is basis, without any warranty, including but not limited to its function and performance, and the intended use thereof is limited to the research of Customer.
- ② Customer shall use Product only in the location stated in the column of Laboratory/department name of the Consent. In addition, Customer shall have employees who handle Product in Customer's laboratories and departments comply with this Conditions for Use of Research Materials and be responsible for any breach of their obligations.
- ③ Customer shall not use Product for humans (including but not limited to treatment and diagnostics.).
- ④ Customer shall not transfer, lease, distribute, sell or resell Product to any third party.
- ⑤ If Customer wishes to publish the results of research using Product to external parties, the document designated by HAMAMATSU PHOTONICS K.K. (Mita M. *et al. Cell Chemical Biology* (2021) doi: 10.1016/j.chembiol.2021.06.002) shall be cited.
- ⑥ Customer shall acknowledge that purchases of Product are not to be interpreted as transfers or grants to Customer of the intellectual property rights of HAMAMATSU PHOTONICS K.K.
- ⑦ If Product is accompanied with the intellectual property rights owned by a third party, Customer shall acknowledge that purchases of Product are not to be interpreted as transfers or grants of any intellectual property rights of the third party related to Product to Customer.
- ⑧ If the use of Product infringes any intellectual property right or any other rights of a third party, Customer shall deal with such infringement at its sole responsibility and expense, and HAMAMATSU PHOTONICS K.K. shall assume no liability.
- ⑨ If the use of Product causes any disadvantages or losses to Customer or a third party, Customer shall deal with such disadvantages or losses at its sole responsibility and expense, and HAMAMATSU PHOTONICS K.K. shall assume no liability.
- ⑩ Customer shall use Product in accordance with the Safety Data Sheet and other specified rules if any. Further, Customer acknowledges that Product is a prototype and has the potential of possessing a hazardous nature, and Product disclaims any warranties, express or implied, including, but not limited to, fitness for a particular purpose, safety or non-toxicity, and HAMAMATSU PHOTONICS K.K. accepts no liability of any kind whatsoever, regardless of whether it is a contract nonconformity, warranty of defects, tort or any other cause of claim.
- ⑪ Customer shall conclude a separate contract with HAMAMATSU PHOTONICS K.K. if Customer wishes to use Product for commercial purposes.
- ⑫ The governing law of the Consent shall be the Japanese law, excluding conflict of laws principles. In the event of any dispute concerning the Consent, the Tokyo District Court shall be the exclusive jurisdictional court of first instance.