

For Legal Advisors:

Contract of Appointment

The University of Tokyo (hereinafter referred to as “Party A”) and ● (hereinafter referred to as “Party B”) hereby conclude this Contract of Appointment (hereinafter referred to as “the Contract”) in conjunction with Party B’s acceptance of appointment as legal advisor to the Steering & Science Committee (hereinafter referred to as an “SSC”) to be established as part of the Translational Research Initiative The University of Tokyo (hereinafter referred to as the “TR Initiative”) as set forth hereunder:

Article 1. Acceptance of Appointment as Legal Advisor and Relevant Functions

1. Party A shall appoint Party B as legal advisor pursuant to Article 5 of the internal rules of the Translational Research Initiative The University of Tokyo Steering & Science Committee (hereinafter referred to as the “internal rules of the SSC”) and Party B shall accept such appointment. Party B, as a legal advisor, shall provide Party A with advice on the SSC’s activities as a whole from a legal viewpoint (hereinafter referred to as the “relevant functions”).
2. When performing the relevant functions, Party B shall comply with the internal rules of the SSC (including other related regulations) in addition to the provisions of the Contract. The TR Initiative is aimed at contributing to the promotion of translational research conducted in Japan by facilitating communication among the scholars engaged in such research on the premises of Party A as well as by identifying various issues in order to further advance translational and clinical research activities founded on basic study findings, thereby expediting the feedback of insights gained through these research activities to the medical front line. In keeping with the above-cited objectives, Party B shall provide the TR Initiative with advice based on his or her own specialized professional knowledge from a neutral and fair standpoint. Party B shall be sufficiently prudent not to cause himself/herself nor the company/organization, with which he/she is associated (hereinafter referred to as the “affiliated entity of Party B”) to gain undue profits or avoid a situation in which his/her integrity is called into question. If such situation arises, Party B shall promptly take appropriate measures to clear himself/herself from an accusation or suspicion.

Article 2. *Honorarium*

If Party B is not one of the staff of Party A, the latter shall pay the former the prescribed amount as honorarium for the relevant functions performed by Party B pursuant to the regulations established by Party A.

Article 3. *Confidentiality*

1. In the Contract, confidential information means information disclosed by Party A to Party B through activities in the SSC (i.e.: the information concerning the policies and activities of the TR Initiative, researches undertaken by the staff members of Party A, research & development projects (including joint R&D projects with third parties), policies and preparations for patent application, license and investment agreements with third parties, and other projects including technologies and business launch plans.)
2. The information which Party B can rationally prove that it falls under any one of the following items shall be excluded from confidential information:
 - (i) Information that has been publicly known or publicly available at the time of disclosure, or information that has become publicly known or public available after disclosure through no fault of the receiving party
 - (ii) Information that has already been held by Party B at the time of disclosure by Party A
 - (iii) Information that has been lawfully acquired without confidentiality obligations from a third party with legitimate ownership.
 - (iv) Information that has been independently developed without involving Party A or its teaching staff and without use of information provided by Party A
 - (v) Information that Party A has agreed to disclose in writing
3. Party B shall manage information that has been acquired in connection with the relevant functions with due diligence in the same manner as he/she manages his/her own confidential information. Party B shall not disclose or leak such information to third parties including affiliated entity of Party B without obtaining Party A's prior consent in writing.
4. Party B shall not use confidential information for purposes other than the relevant functions

5. If Party B is ordered or directed by a court or government agency to disclose confidential information under laws and regulations, Party B may disclose such information keeping it to the minimum extent necessary after notifying Party A in writing.
6. When requested by Party A, Party B shall promptly return confidential information provided by the former to the latter, or destroy it if instructed by Party A to do so.

Article 4. Intellectual Property Rights

In performing the relevant functions, Party B shall acknowledge that all information provided by Party A continues to belong to the latter including ownership & copyright, patent rights, utility model right, design right & trademark right, know-how and all other intellectual property rights (hereinafter collectively referred to as “intellectual property rights”) and it does not entail the transfer of intellectual property rights, etc., nor the grant of license. Party B shall waive and shall not claim his/ her own rights, if any, to the intellectual property rights which Party A has acquired by conducting research & development projects, making inventions, filing patent application, etc., based on or related to advice provided by Party B in the course of performing the relevant functions.

Article 5. Prevention of Conflicts of Interest and Commitment

1. When concluding the Contract, Party B shall disclose the information concerning affiliated entity of Party B and the position he/she holds in such entity to Party A.
2. Party B shall report his/her acceptance of appointment as legal advisor member as well as his/her performance of the relevant functions for Party A to affiliated entity of Party B to the extent necessary pursuant to the internal rules of said entity, and obtain its approval. If conditions are attached by said entity to his/her acceptance of appointment as legal advisor as well as his/her performance of the relevant functions for Party A, Party B can stipulate them in an annex.
3. When performing the relevant functions, Party B shall affirm that he/ she will not use the undisclosed information of affiliated entity of Party B nor disclose it to Party A in compliance of the internal rules of said entity while complying with the provisions of Article 3 of the Contract pertaining to confidentiality.
4. Party B shall not act as a broker, intermediary or agent with the aim of concluding a contract or facilitating the exchange of information between Party A and a third

party (not limited to the affiliated entity of Party B) provided, however, that this shall not apply in the case where Party A has determined that such act is: (i) performed at Party A's request for the benefit of Party A, (ii) limited only to introducing a third party or (iii) not likely to have a negative effect on the neutrality and fairness expected of a legal advisor.

5. If conflict of interest and conflict of commitment actually arise or if there is concern about such possibility between Party A and Party B (or the affiliated entity of Party B) when performing the relevant functions, Party B can decide, on his/her own, not to get involved with part of the relevant functions by notifying Party A by an appropriate method regardless of whether Party A has requested or approved it. In such a case, Party A shall respect Party B's decision.

Article 6. Term of the Contract

1. The Contract shall be valid from xx xx, 2014 through March 31, 2015.
2. If Party A reappoints Party B as a legal advisor the latter accepts such appointment before expiration, the Contract shall be renewed for a period of one year on the same terms and conditions, and the same shall apply thereafter.

Article 7. Cancellation before Expiry

1. Party B can resign as legal advisor at any time during the term of the Contract by notifying Party A in writing.
2. If a legal advisor has violated the Contract or applicable internal rules and other detailed regulations of the SSC, has been judged by the TR Initiative that it is difficult for him/her to make contribution expected of him/her, has disturbed public order and morals, or has been disqualified by the TR Initiative, Party A may dismiss such legal advisor at any time by notifying him/her in writing.

Article 8. Indemnity

1. Party A shall not demand compensation for damage or otherwise make a claim regarding the contents of any advice provided by Party B and hold him/her harmless except in a case of malice or gross negligence.
2. Party B shall not demand compensation for damage or otherwise make a claim regarding Party A's action taken pursuant to the provisions of the Contract (including non-reappointment and dismissal of the former by the latter and hold the

latter harmless.

Article 9. Remaining Obligations

The provisions of Article 3 (*Confidentiality*), Article 8 (*Cancellation before Expiry*), Article 11 (*Consultation*) and Article 12 (*Governing Law and Jurisdiction*) shall remain in force after the expiration of the Contract.

Article 10. Consultation

Matters not stipulated in the Contract or any doubt arising with respect to any provisions of the Contract shall be resolved by consultation between the parties in good faith.

Article 11. Governing Law and Jurisdiction

1. The Tokyo District Court or the Tokyo Summary Court shall have the exclusive jurisdiction of the first instance over any lawsuits arising in connection with the Contract.
2. The Contract is concluded under the laws of Japan, and it is governed by and construed in accordance with said laws.

Party A:

Junichi Hamada, President
The University of Tokyo
Yukihiro Takeda, Deputy
General Manager of Administration
The University of Tokyo Hospital

Party B:

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