

個人情報の取り扱いについて

注文書・確認書・確約書等にご記入いただきましたお客様の個人情報は、当社個人情報保護方針に基づき適切に取り扱い、次のような目的に利用いたします。利用目的を変更する必要がある場合は、変更前の利用目的と相当の関連性を有すると合理的に認められる範囲内で変更し、変更後の利用目的を本ページに告知いたします。

- (1) ご記入内容の確認のため
- (2) 当社へのお問い合わせや資料等のご請求への対応
- (3) 当社が取扱う製品・サービスの変更案内やサポート情報の提供

ご記入いただきました内容の確認のため、または製品仕様等が変更された場合、当社担当者よりご連絡もしくは訪問させていただく場合があります。

英文でご記入いただきました書面は、当社から Transposagen Biopharmaceuticals 社へ Fax もしくは e-mail で送ります。営利団体・企業にご所属のお客様には、製品ご購入後 6 か月以内に Transposagen Biopharmaceuticals 社担当者よりご記入いただきました内容を元にご連絡させていただきます。

個人情報のご記入がない場合には製品のお届けおよびご希望のサービスが提供できない場合がありますのでご了承ください。

上記に同意して記入する。 上記に同意しない。



テクニカルサポート・受託特注品担当にお問い合わせ下さい。

個人情報に関するお問い合わせおよび開示・訂正・削除のお申込み先：

フナコシ株式会社 総務部 個人情報相談窓口

住所 〒113-0033 東京都文京区本郷 2-9-7

TEL. 03-5684-1611 FAX 03-5684-1614

e-mail : privacy@funakoshi.co.jp

個人情報保護管理者の氏名又は職名、所属及び連絡先：

個人情報管理者：フナコシ株式会社 システム本部長

住所 〒113-0033 東京都文京区本郷 2-9-7

TEL. 03-5684-1611 FAX 03-5684-1614

Transposagen Biopharmaceuticals 社 PiggyBac Transposon Vector 使用者 確約書

Transposagen Biopharmaceuticals 社（メーカー略称：TPB）の PiggyBac Transposon Vector をご購入の際は、Customer Agreement for piggyBac Vectors への同意及びご使用者のご署名が必要です。

◎既に有効なライセンスをお持ちのお客様

既に有効な Agreement を提出済み、またはライセンスをお持ちの場合は、再提出は不要です。以下のボックスにチェックをして頂き、以下のご購入者記入欄に必要事項をご記入・ご署名の上、本ページのみを販売担当者様にお渡し下さい。

- 有効な Agreement を提出済み、またはライセンスを持っている。

◎有効なライセンスをお持ちでないお客様

・大学・官公庁研究所（Academic）にご所属のお客様

3～4 ページ目 CUSTOMER AGREEMENT FOR ACADEMIC CUSTOMERS （必ず英語の原文をご確認下さい） の規約に同意いただける場合は、以下のご購入者記入欄および 4 ページ目（英語でご記入ください）に必要事項をご記入・ご署名の上、販売担当者様にお渡し下さい。当社および Transposagen Biopharmaceuticals 社で所属・お名前を確認の上、製品をお届けします。

・営利団体・企業（Commercial Entity）にご所属のお客様

ご購入後 6 か月を越えて本製品を使用される場合、Transposagen Biopharmaceuticals 社と別途ライセンス契約*が必要です。5～6 ページ目の CUSTOMER AGREEMENT FOR NON-LICENSED COMMERCIAL CUSTOMERS （必ず英語の原文をご確認下さい） の規約に同意いただける場合は、以下のご購入者記入欄および 6 ページ目（英語でご記入下さい）に必要事項をご記入・ご署名の上、販売担当者様にお渡し下さい。当社および Transposagen Biopharmaceuticals 社でご所属・お名前を確認の上、製品をお届けします。

* ご購入から 6 か月を超えて本製品を使用されるかどうか、当社または Transposagen Biopharmaceuticals 社より直接ご連絡させていただきますので予めご了承下さい。

Transposagen Biopharmaceuticals 社とのライセンス契約に関しては、以下にお問合せ下さい。

連絡先：Mr. Jack Crawford, e-mail <jcrawford@transposagenbio.com>

ご購入者記入欄（日本語でご記入下さい）

お名前（フリガナ）： _____

勤務先： _____

所属部署： _____

勤務先所在地： _____

Tel : _____ Fax : _____

E-mail : _____

販売店記入欄

社名： _____ 担当者名： _____

Tel : _____ Fax : _____

E-mail : _____

※ 販売店の方へ：

本使用者確約書を通常の注文書と併せて、当社受託・特注品業務担当（Fax 03-5684-6539）へお送り下さい。



CUSTOMER AGREEMENT FOR ACADEMIC CUSTOMERS

piggyBac Vectors

The terms and conditions set forth below shall hereafter collectively be referred to as the “Terms of Sale.” Customer shall accept the Terms of Sale by submitting an executed copy of this document together with Customer’s valid purchase order. Customer’s purchase order shall not be binding on Transposagen until the Terms of Sale has been accepted by Transposagen. Customer agrees that no term or condition in Customer’s purchase order shall modify, supplement or amend the Terms of Sale, and further that in the event of any conflict between the Terms of Sale and Customer’s purchase order, the Terms of Sale shall control. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer agrees to the following terms and conditions of use with respect to each of the *piggyBac* vectors ordered by Customer:

1. Transposagen Biopharmaceuticals, Inc. (“Transposagen”) distributes *piggyBac* vectors. Transposagen maintains ownership of the *piggyBac* vectors.

a. Transposagen grants Customer a limited license to use the *piggyBac* vectors being purchased subject to the Terms of Sale.

b. *piggyBac* vectors and any biological material derived therefrom are collectively referred to as “Materials.” Materials may be used by Customer, its Affiliates, Collaborators and Contract Service Providers solely for the internal research purposes of Customer and its Affiliates, including research directed towards the discovery, identification, selection, characterization of human therapeutic products. Materials and methods of using the Materials comprising transposons and/or heterologous genes are covered by US Patent No. 6,218,185. Upon expiration or termination of this Agreement for any purpose, Customer is obligated to destroy any Materials or return Materials to Transposagen at the Customer’s expense. For purposes of this section “Affiliates” means, as to a Customer, any corporation, company, partnership, joint venture or other entity that controls, is controlled by or is under common control with such Customer. For purposes hereof, “control” means (a) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares entitled to vote for the election of directors; and (b) in the case of non-corporate entities, direct or indirect ownership of more than fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entity. Transposagen reserves the right to commercialize the *piggyBac* vectors within 6 months after the delivery date.

c. Customer agrees that neither Customer nor any of its Affiliates shall re-sell or transfer Materials to any third party except that Materials may be transferred to a Contract Service Provider or Collaborator who has entered into an agreement with Customer. A “Contract Service Provider” means an entity that performs fee-for-service contract research services for the benefit of Customer. A “Collaborator” means an academic or non-profit research institution that performs collaborative research with Customer under an executed collaborative research agreement. If Customer wishes to commercialize *piggyBac* vectors, Customer will notify Transposagen of its desire for such commercialization in writing at the following address via email: info@transposagenbio.com for more information, following which Transposagen will negotiate a license for commercialization of such *piggyBac* vectors. Nothing in this Section 1(c) shall detract from the limitations of the license described in Section 1(b).

2. *piggyBAC* VECTORS ARE SUPPLIED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. TRANSPOSAGEN HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FOR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE FOREGOING, TRANSPOSAGEN MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

3. TRANSPOSAGEN SHALL HAVE NO OBLIGATION OR LIABILITY WHETHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT. ANY DAMAGE AWARD WILL BE CAPPED AT THE COSTS OF THE MATERIALS.



4. The Agreement shall commence upon execution and remain in effect until the earlier of: (a) termination of this Agreement in accordance with paragraph 5; or (b) expiration of this Agreement after the inventory of Materials has been exhausted. Transposagen retains the right to sell the custom products 6 months after execution of this Agreement.

5. If Customer defaults in the performance of, or fails to be in compliance with, any condition or covenant of this Agreement and any such default or noncompliance shall not have been remedied, or steps initiated to remedy the same to Transposagen's reasonable satisfaction within thirty (30) days after default, Transposagen may terminate this Agreement at its option.

IN WITNESS WHEREOF, Customer has caused the Terms of Sale to be executed by its duly authorized representative on the date set forth below to be effective as of the date thereof.

By: _____

Print Name & Title: _____

Print Customer Name: _____

Date: _____

Accepted by Transposagen

By: _____

Name: _____

Title: _____

Date: _____



CUSTOMER AGREEMENT FOR NON-LICENSED COMMERCIAL CUSTOMERS

piggyBac Vectors

The terms and conditions set forth below shall hereafter collectively be referred to as the “Terms of Sale.” Customer shall accept the Terms of Sale by submitting an executed copy of this document together with Customer’s valid purchase order. Customer’s purchase order shall not be binding on Transposagen until the Terms of Sale has been accepted by Transposagen. Customer agrees that no term or condition in Customer’s purchase order shall modify, supplement or amend the Terms of Sale, and further that in the event of any conflict between the Terms of Sale and Customer’s purchase order, the Terms of Sale shall control. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer agrees to the following terms and conditions of use with respect to each of the *piggyBac* vectors ordered by Customer:

1. Transposagen Biopharmaceuticals, Inc. (“Transposagen”) distributes *piggyBac* vectors. Transposagen maintains ownership of the *piggyBac* vectors.

a. Transposagen grants Customer a limited license to use the *piggyBac* vectors being purchased subject to the Terms of Sale.

b. *piggyBac* vectors and any biological material derived therefrom are collectively referred to as “Materials.” Materials may be used by Customer, its Affiliates, Collaborators and Contract Service Providers solely for the internal research purposes of Customer and its Affiliates, including research directed towards the discovery, identification, selection, characterization of human therapeutic products. Materials and methods of using the Materials comprising transposons and/or heterologous genes are covered by US Patent No. 6,218,185. Upon expiration or termination of this Agreement for any purpose, Customer is obligated to destroy any Materials or return Materials to Transposagen at the Customer’s expense. For purposes of this section “Affiliates” means, as to a Customer, any corporation, company, partnership, joint venture or other entity that controls, is controlled by or is under common control with such Customer. For purposes hereof, “control” means (a) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares entitled to vote for the election of directors; and (b) in the case of non-corporate entities, direct or indirect ownership of more than fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entity.

c. Customer agrees that neither Customer nor any of its Affiliates shall re-sell or transfer Materials to any third party except that Materials may be transferred to a Contract Service Provider or Collaborator who has entered into an agreement with Customer. A “Contract Service Provider” means an entity that performs fee-for-service contract research services for the benefit of Customer. A “Collaborator” means an academic or non-profit research institution that performs collaborative research with Customer under an executed collaborative research agreement. If Customer wishes to commercialize *piggyBac* vectors, Customer will notify Transposagen of its desire for such commercialization in writing at the following address via email: info@transposagenbio.com for more information, following which Transposagen will negotiate a license for commercialization of such *piggyBac* vectors. Nothing in this Section 1(c) shall detract from the limitations of the license described in Section 1(b).

2. *piggyBAC* VECTORS ARE SUPPLIED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. TRANSPOSAGEN HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FOR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE FOREGOING, TRANSPOSAGEN MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

3. TRANSPOSAGEN SHALL HAVE NO OBLIGATION OR LIABILITY WHETHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT. ANY DAMAGE AWARD WILL BE CAPPED AT THE COSTS OF THE MATERIALS.



4. The Agreement shall commence upon execution and remain in effect until the earlier of: (a) termination of this Agreement in accordance with paragraph 5; or (b) expiration of this Agreement after six (6) months from the date of execution.

5. If Customer defaults in the performance of, or fails to be in compliance with, any condition or covenant of this Agreement and any such default or noncompliance shall not have been remedied, or steps initiated to remedy the same to Transposagen's reasonable satisfaction within thirty (30) days after default, Transposagen may terminate this Agreement at its option.

IN WITNESS WHEREOF, Customer has caused the Terms of Sale to be executed by its duly authorized representative on the date set forth below to be effective as of the date thereof.

By: _____

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Print Customer Name: _____

Date: _____

Accepted by Transposagen

By: _____

Name: _____

Title: _____

Date: _____