

M-Corps Member Agreement

This M-Corps Member Agreement (“Agreement”) is entered by and between the Medical Technology Enterprise Consortium, MTEC, a nonprofit corporation established in the state of South Carolina with offices at 315 Sigma Drive, Summerville, SC 29486, hereinafter referred to as “MTEC”, and, Company _____, established in the state of State _____ with offices at Address _____, hereinafter referred to as “Company” effective as of the date last signed below (“Effective Date”). MTEC and Company are referred to as the Party and Parties.

MTEC is a 501(c)(3) biomedical technology consortium that is internationally-dispersed, collaborating with multiple government agencies under a 10-year renewable Other Transaction Agreement with the U.S. Army Medical Research and Development Command. The consortium focuses on the development of medical solutions that protect, treat, and optimize the health and performance of U.S. military personnel and civilians. The consortium is comprised of over 600 members, from and among traditional and nontraditional defense contractors, small and large business, academia and fundamental research, and innovators (the “Members”), all focused on medical, pharmaceutical and life sustaining health innovations that may be of use to military sponsors.

MTEC manages a portfolio of Members focused on advancing health innovation, which Members may benefit from a variety of development and commercialization services support (“Services”). With Company’s expertise in accelerating health innovation, MTEC invites Company to engage with interested Members in support of the MTEC mission to accelerate warfighter health and wellness, in addition to civilian uses of military medical innovation.

Specifically, Company has expertise in the areas outlined on Attachment A to this Agreement. Company agrees to offer these Services to Members on commercially reasonable terms to be mutually agreed upon between Company and the respective Member. If selected by an MTEC Member, Company may enter into an agreement directly with such Member in exchange for compensation. MTEC’s role is to facilitate access to providers of resources, to benefit our Members and sponsors. MTEC does not seek to share in compensation, but does require that Company contribute the following to strengthen the MTEC network:

- Maintain an active M-Corp Member Agreement
- Highlight service capabilities to MTEC network through M-Corps Showcase series
- Allow MTEC to use Company logo to highlight capabilities

In addition, MTEC encourages the following:

- Partnering with members as a subcontractor to them but not as a prime proposing entity on funding opportunities provided by MTEC
- Hosting or sponsoring visioneering meetings, industry days, and/or military pitch days
- Maintaining communication (quarterly or yearly) with MTEC stakeholders

As a non-profit focused on accelerating the development of medical solutions that prevent and treat injuries for America’s military and veterans, MTEC encourages Company to consider the following in working with our organization and Members:

- In-kind services

- Fee-for-service discount to MTEC members
- Event sponsorship

Company may provide details of Company's Service offerings so that MTEC may publicize Company's capabilities and resources from time to time, including press releases, impact highlights or other announcements Company and any Members Company is partnering with may wish to distribute to the MTEC network.

We agree that the following general terms of M-Corps Membership apply:

1. Independence. Company is an independent contractor and not an employee of MTEC or its affiliates, including the MTEC Consortium Manager. Nothing herein shall be construed to create an employer-employee or agency relationship between MTEC or Company. Company will not represent itself to be, or hold itself out as, an employee or agent of MTEC. Company shall not have any express or implied right or authority to assume or create any obligations on behalf of or in the name of MTEC, or to bind either to any other contract, agreement or undertaking with any third party.

2. Membership Dues and Expenses. M-Corps Membership in MTEC will commence on the Effective Date and payment of the annual dues assessment of \$1,000, pro-rated as applicable. Each Party agrees to be responsible for their respective expenses related to this Agreement, unless expressly agreed in writing otherwise.

3. Confidentiality. Parties do not intend to share Proprietary Information during the term of this Agreement. MTEC does not recommend Proprietary Information being provided by Company to MTEC. Should it be deemed necessary by both Parties the following will apply. The term "Proprietary Information" as used in this Agreement means (1) confidential information including without limitation information received from third parties under confidential conditions and (2) other technical, business, and financial information which the use or disclosure of might reasonably be construed to be contrary to the interest of the parties. Proprietary Information shall be used only in connection with this Agreement. Both parties understand and agree that such information will be disclosed by the parties in confidence. Written information exchanged hereunder shall be considered Proprietary Information for the purposes of this Agreement only if such information is clearly marked with an appropriate stamp or legend.

Both Parties understand and agree that they will (1) keep such information confidential at all times during and after the work, using the same degree of care and safeguards that they take with their own proprietary information, (2) not disclose or communicate the information to any third party, and (3) will not make use of the information on their company's own behalf, or on behalf of any third party.

Upon termination or expiration of this Agreement, each Party shall return to the other all information and related reports, drawings, files, memoranda, and records; computer access codes, software or other physical or personal property which was received or prepared, if any, in connection with the performance of their duties pursuant to this Agreement; and each party agrees that copies, duplicates, reproductions or excerpts of the material will not be retained.

The obligation of the Parties with respect to handling and using proprietary information is not applicable to information that:

- a. Is published or otherwise in the public domain through no fault of the receiving Party;
- b. Prior to disclosure hereunder, can be demonstrated by the receiving Party to have been in its possession prior to receipt under this Agreement;

- c. Is properly obtained by the receiving without restriction from a third party;
- d. Is disclosed by the receiving party to a third party with the written approval of the disclosing Party;
- e. Is independently developed by the receiving Party; or
- f. Is disclosed after a period of three (3) years from the date received by the disclosing Party.

In view of the nature of the work and the nature of Proprietary Information received or will be received during the course of work, Parties agrees that any unauthorized disclosure to third parties of Proprietary Information or other violation, or threatened violation, of this agreement could cause irreparable damage to the trade secret status of Proprietary Information and the Party. The provisions of this paragraph shall survive the termination of this Agreement.

4. Term. This Agreement shall commence on the Effective Date and shall continue for a one year term, renewing for like terms automatically unless terminated in writing by either Party in accordance with the terms hereof. Either Party may terminate this Agreement for any reason or no reason by providing thirty (30) days written notice to the other Party.

If Company wishes to transition to a MTEC Membership that allows Company to submit proposals for funding opportunities, Company may provide notice in writing to MTEC. Upon written notice, Company will be required to submit an application for MTEC Membership.

5. Trade Name/Logo. Company shall not use the name, trade name, trade mark or logo of MTEC or any abbreviation or adaptation thereof, in any advertising, trade display, public statement, or for any commercial purposes without the prior written consent of MTEC.

6. Responsibility. Company shall indemnify, defend and hold harmless MTEC and its Consortium Management Firm and their affiliates, including Parent, and the officers, directors, and employees of each of them, from any damages, loss, injury, death, costs, fees or expenses which arise from, or are alleged to have arisen from any claim, lawsuit or other action by a third party (including Members), resulting from Company's negligence or that of its employees or consultants; or violation of any statute, law or regulation governing the Services provided by Company pursuant to this Agreement; or arising from Company's performance under any Services Agreement entered into with a Member or Members as anticipated by this Agreement.

7. Conflict of Interest. Company represents and warrants that Company does not now, and will not during the term of this Agreement, have any contractual obligations that are knowingly in conflict with Company's obligations under this Agreement. Company further agrees that it will not disclose to MTEC, any of its employees, representatives, or agents, any information that Company is required to maintain as confidential pursuant to contractual agreements Company may have made with third parties without first protecting same with confidential and disclosure authorization protections.

8. Assignment. This Agreement may not be assigned or transferred by a Consortium Member without the prior written consent of MTEC.

9. Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and (i) personally delivered; (ii) mailed, postage prepaid, first class, certified mail, return receipt requested; (iii) sent, shipping prepaid, return receipt requested by national overnight courier service; or

(iv) sent by electronic mail. Any notice or other communication given by personal delivery shall be deemed given on the date personally delivered; any notice or other communication given by mail shall be deemed given five (5) days after the date deposited in the United States mail; any notice or other communication given by national overnight courier service shall be deemed given on the next business day after being sent; and any notice given by electronic mail shall be deemed given on the day sent.

10. Disputes. Both Parties agree to enter into negotiation to resolve any dispute. Both Parties agree to negotiate in good faith to reach a mutually agreeable settlement within a reasonable amount of time. If negotiation is unsuccessful, both Parties agree to enter into binding Arbitration. The American Arbitration Association (AAA) Commercial Arbitration Rules (most recent edition) are to govern this Arbitration. The arbitrators shall apply the law of the state in which the dispute arose to the merits of any dispute or claim, without reference to rules of conflicts of laws. It is agreed by both parties that the Arbitrator's decision is final, and that no party may take any action, judicial or administrative, to overturn this decision. The judgment rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Pending any decision, appeal or judgment referred to in this provision or the settlement of any dispute arising under this Agreement, Subcontractor shall proceed diligently with the performance of this Agreement.

10. Applicable State Law and Compliance. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the application of principles of conflicts of law. Company will comply with all applicable federal, state and local laws, rules and regulations, including current federal guidelines in the performance of Services under this Agreement.

11. Liability. Each Party agrees to be responsible for its own actions under this Agreement.

AGREED AND ACCEPTED:

COMPANY:

Date:

MTEC:

Date:

ATTACHMENT A

DESCRIPTION OF SERVICES

Purpose

The Purpose of this Description of Services is to identify the tasks that Company will offer to Members as a provider as described in the main body of this Agreement. This Attachment will also further define responsibilities as between MTEC and Company that are not addressed in the main body of this agreement.

1. Party Relationships

By this Agreement, MTEC is facilitating the access of Members to the Company and the Company to Members through virtual and other means of introductions. Any services to be provided by the Company to any interested Member shall be defined and mutually agreed upon in a standalone agreement to be negotiated and executed between the Company and Member. The services described below shall be the offering list from which the Member may choose in defining the scope of work of an agreement. The Company and the Member shall also negotiate and agree upon the general terms and conditions of the agreement they execute. MTEC shall not have any involvement in nor be a party to, or third party beneficiary of any such agreement.

2. Commercialization Readiness Services