

UNIVERSITY OF WASHINGTON

Research Affiliates Program on Transporters

UWRAPT

Affiliation and Membership Agreement

This University of Washington Research Affiliates Program on Transporters (UWRAPT) Affiliation and Membership Agreement (the “Agreement”) is entered into effective as of the date of the last signature below (the “Effective Date”) by and between the University of Washington, a public institution of higher education and an agency of the State of Washington with its principal campus located in Seattle, Washington (the “UW”), and the undersigned (the “Member”).

WHEREAS, it is within the UW’s mission to advance research and further technology within various fields, and consistent with that mission the UW has from time to time established various affiliation programs through which other private and public organizations may become members as a means for benefitting from and supporting such activity;

WHEREAS, the UW has established an affiliation and membership program known as “University of Washington Transporter Research Affiliates Program” or “UWRAPT” for the purpose of advancing research and the state of knowledge in the field of pharmacokinetics and pharmacodynamics by quantifying the absolute expression of transporters in various tissues and cells (the “Field”);

WHEREAS, Member has expressed an interest in joining UWRAPT and cooperating with the UW and the other UWRAPT members (collectively, the “Members”) in a collaborative effort to advance research and technology within the Field; and

WHEREAS, the parties desire to set forth the terms by which the Member has agreed to join UWRAPT.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, UW and Member do hereby agree as follows:

1. Establishment; Membership and UWRAPT Bylaws

(a) Establishment. Establishment of UWRAPT and expenditure of UWRAPT funds will not commence until such time as UWRAPT membership commitments in aggregate total no less than \$250,000 for the first fiscal year. In the event UW fails to obtain such \$250,000 initial annual commitment from Members prior to March 1, 2012, any dues paid by UWRAPT Members will be refunded in full.

(b) Membership and Bylaws. UWRAPT Members may elect to join in one of the membership classes described in Article Five of the current version of the UWRAPT Bylaws attached as Exhibit A hereto (the “Bylaws”), which sets forth the benefits, privileges, and obligations of each membership class. Member hereby elects and UW hereby accepts the undersigned’s membership class as indicated on the signature page of this Agreement. Upon joining UWRAPT, Member hereby agrees to pay the annual dues until termination of its membership as described in Sections 2 and 3 below. Member further agrees to abide by this Agreement and the Bylaws, as they may from time to time exist during the terms of Member’s membership. UW hereby reserves the right to amend the Bylaws in accordance with the terms thereof. In the event of a conflict between the terms of this Agreement and the Bylaws as they may exist on the date of this Agreement, the terms of this Agreement shall govern.

2. Dues, Invoices and Payments

(a) Annual Dues. Upon signing this Agreement, Member shall promptly pay UW the current year’s annual dues. For so long as the undersigned remains a Member of UWRAPT and until termination of its membership as provided in Section 3 below, Member further agrees to pay UW each year’s annual dues in advance no less than thirty (30) days prior to the beginning of the UWRAPT fiscal year. A Member increasing its membership class will pay the annual dues for the new class at the time of the change. A Member who joins during the UWRAPT fiscal year will pay the full annual dues for the remainder of the UWRAPT fiscal year without proration.

(b) Invoices for Dues and Payments. Except for the initial annual dues, UW will invoice Member for all other membership dues owing under this Agreement. Annual dues will be invoiced approximately ninety (90) days prior to the beginning of following fiscal year. All membership dues under this Agreement will be paid by Member in United States dollars by check payable to *The University of Washington* (Taxpayer Identification No. 91-6001537) and delivered as follows:

UW Research Affiliate Program on Transporters
Attention: Dr. Jash Unadkat
University of Washington School of Pharmacy
Department of Pharmaceutics
Box 357610
Seattle, WA 98195-7610
USA

(c) Taxes. Each party will be responsible for payment of any taxes (including all federal, state, and local income, sales, use, value-added, and employment taxes) owed by it and arising from this Agreement. No dues paid to UW under this Agreement will be subject to any withholding by Member. UW represents that it is exempt from United States federal income taxes under Section 115(1) of the Internal Revenue Code, but makes no representation as to the tax-deductibility of any dues paid by Member under this Agreement.

3. Fiscal Year, Term and Termination

(a) Fiscal Year. The UWRAPT fiscal year shall be as specified in the Bylaws.

(b) Membership Term. The Member's initial UWRAPT membership term shall be as described in section 2(a) above and continue until terminated by either party in accordance with Section 3(c) below.

(c) Termination of Individual Membership and Agreement. This Agreement and Member's UWRAPT membership may be terminated by either party for any reason upon sixty (60) days' written notice to the other party. In the event of UW's termination of this Agreement or UWRAPT, Member shall be entitled to a pro-rata refund of its annual dues for the remaining months of the UWRAPT fiscal year from the effective date of termination unless such termination (i) is effective as of the end of the current UWRAPT Fiscal Year, or (ii) is a result of Member's material breach of the terms of this Agreement. If this Agreement is terminated by Member for any reason, Member shall not be entitled to any refund of any previously paid membership dues or to cancellation of any obligation to pay membership dues otherwise owing under the terms of this Agreement.

(d) Survival. Unless expressly provided otherwise herein, each provision of this Agreement reasonably interpreted as intending to survive after the termination or expiration of this Agreement shall survive any such termination or expiration, including without limitation, Sections 4 and 5 of this Agreement.

4. Intellectual Property

(a) Definition. For purposes of this Agreement, "Intellectual Property" shall mean all rights in any form of intellectual property created in the performance of research or other work under this Agreement or in the course of the operation of UWRAPT and shall include without limitation patentable and non-patentable inventions, copyrightable works, trademarks, and know-how.

(b) Ownership and License. Title to all Intellectual Property shall be determined in accordance with the laws of the United States. UW hereby grants to each Member under any UW Intellectual Property resulting from the performance of research under this Agreement, a royalty-free, fully-paid up, non-exclusive, worldwide license for internal research and development in the Field. Member shall have the right to sublicense to Member's Affiliates. For purposes of this provision, Affiliate shall be defined as (i) any person, organization or entity directly or indirectly controlling, controlled by or under common control with Member. For purposes of the foregoing, "control" of another person, organization or entity shall mean the ability, directly or indirectly, to direct the activities of the relevant entity, and shall include, without limitation (i) ownership or direct control of fifty percent (50%) or more of the outstanding voting stock or other ownership interest of the other organization or entity, or (ii) possession of, or the power to elect or appoint fifty percent (50%) or more of the members of the governing body of the organization or other entity. Member shall additionally have the right to sublicense to third parties for use in a collaborative project between Member and such third party.

(c) Material Transfer Agreements. The transfer of any materials between the parties in connection with this Agreement and UWRAPT will be reflected in separate mutually-agreeable written material transfer agreements executed by the duly-authorized representatives of the parties.

5. Confidentiality

(a) Definitions. “Confidential Information” means nonpublic information pertaining to UWRAPT activities that is in written, graphic, electronic, oral or other tangible form (including without limitation all confidential disclosures, results, data, algorithms, formulae, techniques, improvements, technical drawings, computer software and materials) that is owned or controlled by the Disclosing Party and is identified as provided in Section 5(d) below. “Disclosing Party” and “Receiving Party” mean a party who discloses or receives, respectively, Confidential Information.

(b) Nondisclosure and Nonuse of Confidential Information. Subject to UW’s publication rights set forth in Section 6.0 of this Agreement, the Receiving Party, on behalf of itself, its affiliates, employees and agents, agrees not to make, either directly or indirectly, any unauthorized disclosure or use of the Disclosing Party’s Confidential Information and to take reasonable measures to prevent unauthorized disclosure and use of Confidential Information, including without limitation taking reasonable measures to prevent creating a premature bar to a United States or foreign patent. The Receiving Party further agrees to limit access to Confidential Information to those persons having a need to know in connection with UWRAPT and to use reasonable efforts to ensure that any such person receiving Confidential Information understands its confidential nature and agrees not to make unauthorized disclosure or use thereof. The Receiving Party additionally agrees to employ no less than the same measures to protect Confidential Information that it uses to protect its own valuable information.

(c) Exceptions to Confidentiality. Notwithstanding any other provisions of this Agreement to the contrary, a Receiving Party shall be free from any obligations of confidentiality hereunder regarding any information which is or becomes: (i) known to the Receiving Party, other than under an obligation of confidentiality to the Disclosing Party, at the time of disclosure; (ii) generally available to the public or otherwise part of the public domain at the time of disclosure to the Receiving Party; (iii) generally available to the public or otherwise part of the public domain after its disclosure other than through any act or omission of the Receiving Party in breach of this Agreement or other agreement or legal obligation; (iv) subsequently lawfully disclosed to the Receiving Party by a third party; (v) independently developed by the Receiving Party without use of the Confidential Information as documented by written evidence; (vi) approved for release by written authorization of the Disclosing Party; (vii) furnished to a third party by the Disclosing Party without a similar confidentiality restriction on the third party’s rights; or (viii) disclosed pursuant to the requirement of a governmental agency or legally required to be disclosed, including with respect to the UW, disclosures of public records pursuant to the Washington State Public Records Act, RCW Chapter 42.56, but only to the extent required to satisfy such legal requirement and providing that the Receiving Party has given the Disclosing Party reasonable notice of such proposed disclosure sufficient to allow the Disclosing an

opportunity to contest such disclosure and/or seek a protective order in a court of law having jurisdiction over the matter.

(d) Identification of Confidential Information. The Disclosing Party will take reasonable measures to identify all Confidential Information as confidential, including marking as “Confidential” any Confidential Information that is in written, electronic or other tangible form. Confidential Information disclosed in oral form will be identified as such by the Disclosing Party to the Receiving Party in writing within thirty (30) days of any such disclosure. Upon termination of this Agreement or UWRAPT and to the extent otherwise consistent with this Agreement, any Confidential Information of the Disclosing Party in the possession of the Receiving Party will be promptly returned or destroyed upon written request of the Disclosing Party, except that the Receiving Party may retain one copy of such Confidential Information in its confidential files, solely for recordkeeping purposes.

(e) No Implied Limitations. In no event will the obligations of confidentiality set forth in this Agreement be construed to limit either party’s right to independently develop products or conduct research without the use of the other party’s Confidential Information.

(f) Term. The obligations of the Parties pursuant to this Section 5 with respect to the nondisclosure of Confidential Information shall continue for a period of seven (7) years after the disclosure of the Confidential Information.

6. Scholarly Disclosures

Member recognizes and accepts that publication of research results is of fundamental importance to UW, its faculty members and other researchers. As provided in the Bylaws, UW reserves the right for UW and UW’s faculty members and other researchers to publish and engage in scholarly disclosure, including publication in scientific journals, at scientific meetings or otherwise publicly disclose, the results of all research conducted within UWRAPT or under this Agreement regardless of funding source. Member provided Confidential Information, however, to the extent not falling with an exception described in Section 5(c) above, will remain as such and will not be published by UW, its faculty members or other researchers without Member’s prior written consent. At least thirty (30) days before submission for any publication or any public presentation containing Member Confidential Information, UW shall provide Member with a copy of any such disclosure for review. Member will notify UW within thirty (30) days thereafter as to whether the planned publication or public presentation contains any Confidential Information or proprietary material of Member that needs to be removed from such publication or presentation. If Member notifies UW that the proposed disclosure contains Member’s Confidential Information or proprietary material that needs to be removed, UW shall delete such information from such disclosure.

7. Status of the Parties

(a) Non-Exclusivity. The parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between UW and any of the UWRAPT Members. The parties further understand and agree that nothing herein shall be interpreted as precluding

either party from entering into other agreements with each other or with third parties or from conducting educational, research or other activities that may involve the same or similar subject matter as UWRAPT, the conduct of which is outside and independent of this Agreement and UWRAPT, providing that any such educational, research or other activities are not done in a manner that is inconsistent with the rights and obligations of the parties to this Agreement and the rights of UWRAPT Members.

(b) Independent Status. The parties hereby agree that they are at all times each acting as independent contractors. Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, partner, joint venturer, or principal and agent between or among UWRAPT Members, Member and UW, its faculty, employees, agents or officers.

(c) Trademarks, Trade Names and Service Marks. Except as otherwise expressly provided herein, neither party will use the other party's proprietary marks, trademarks, service marks, trade names, symbols, logos, designs or names of employees, for any purpose whatsoever (including, but not limited to, any press release, sales or marketing publication or correspondence, advertisement, or similar communication), without the express prior written approval of the other party's officer who has been duly-designated for such purposes.

8. Compliance

(a) Legal Compliance. The parties intend this Agreement to comply with all applicable laws, regulations and requirements. The parties further agree this Agreement shall be applied and interpreted in a manner consistent with full compliance with all such laws, regulations and requirements. If at any time either party has reasonable grounds to believe that this Agreement may not conform to the then-current requirements or interpretations relevant to such matters, both parties agree that they will immediately negotiate in good faith for the purposes of bring this Agreement into full compliance with such then-current requirements and interpretations.

(b) Nondiscrimination. Both parties agree that they will not engage in any unlawful discrimination nor will they discriminate against any person because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, sex, or sexual orientation with respect to their employment, or personnel, policies and practices as those matters may relate to the performance of the parties' respective obligations under this Agreement.

(c) Export Control. Member understands that the parties are subject to and that UW's obligations under this Agreement are contingent upon compliance with certain laws and regulations of the United States applicable to the export of technical data and information, computer software, laboratory prototypes and other commodities (including without limitation the Arms Export Control Act, as amended, and the Export Administration Act of 1979) ("Export-Controlled Materials"). Member understands that the transfer of any Export-Controlled Materials under this Agreement or under any other agreement entered into pursuant to this Agreement, including transfers to Member's affiliates and permitted uses by certain third parties, may require a license from a cognizant agency of the United States Government and/or written assurances by Member that Member shall not transfer Export-Controlled Materials to certain

foreign countries without the prior approval of an appropriate agency of the United States government. The UW neither represents that any such export license shall not be required, nor that, if required, it shall be issued. Member agrees that it will not provide or make accessible to UW any Export-Controlled Materials without first notifying UW in writing of the existence and nature of the Export-Controlled Materials and obtaining the prior written agreement of the UW, through a duly-authorized UW representative, for the UW to receive such Export-Controlled Materials. All Export-Controlled Materials shall be conspicuously labeled "Export Controlled" together with any applicable Export Control Classification Number.

(d) Bayh-Dole Requirements. In the event the UW receives any funding from a funding agency of the United States government for any research relating to UWRAPT, Member understands and agrees that the intellectual property or other similar rights covered by this Agreement may be subject to the rights and limitations of U.S. Public Laws 96-517 and 98-620, 35 USC §§200-211, and various implementing regulations, including those codified at 37 CFR Part 401, known generally and collectively as "Bayh-Dole Requirements." In such case, the parties agree to include, where applicable, in any application for a U.S. Patent a statement fully identifying the rights of the U.S. government under the Bayh-Dole Requirements; and Member acknowledges that the UW shall be required to grant the U.S. government a worldwide, non-exclusive, royalty-free license for such invention covered by any Patent notwithstanding anything in this Agreement to the contrary.

(e) Human Subjects and Patient Privacy Compliance. The parties agree to respect and abide by all federal, state and local regulations regarding the confidentiality of patient medical records and human subject research records as they may pertain to this Agreement. The parties agree that they shall ensure that any releases or consents are obtained from subjects required to carry out any research or other work under this Agreement.

(f) Health Care Compliance. The parties agree that the terms and conditions of this Agreement, including any amounts to be paid hereunder, have been arrived through an arms' length transaction and representative to the parties knowledge, a fair market value transaction. In no event shall this Agreement be interpreted to impose any obligation by either party or any health care professional of either party to refer patients to any person or entity or to order any health care services from any person or entity. No party and no person or entity shall receive, either directly or indirectly, any payment under this Agreement for the referral of any patient or ordering of any test or procedure.

9. Legal Matters

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

(b) Amendment. This Agreement may only be modified by a subsequent written agreement executed by the duly-authorized representatives of the parties. Notwithstanding the foregoing, the Bylaws may be amended as provided herein and as provided under the terms of the then-current Bylaws.

(c) Severability. If any provision of this Agreement or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of said agreement, provided that the remaining provisions continue to effect the purposes of this Agreement.

(d) Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

(e) Force Majeure. Nonperformance by a party, other than payment of any amounts due hereunder by Member, shall not operate as a default under or breach of the terms of this Agreement to the extent and for so long any such nonperformance is due to: strikes or other labor disputes; prevention or prohibition by law; the loss or injury to products in transit; an Act of God; or war or other cause beyond the control of such party.

(f) Assignment and Successors in Interest. Except as otherwise provided herein, no party may assign, subcontract, or delegate any right or obligation under this Agreement, in whole or in part, without the express prior written consent of the other party. Notwithstanding the foregoing, Member may assign all of its rights under this Agreement to an Affiliate as defined in Section 4(b) above. This Agreement shall inure to the benefit of and be binding upon each party's successors and assigns.

(g) Counterparts. This Agreement may be executed in any number of counterparts or, if mutually agreeable to the undersigned authorized signatories for the parties, through the exchange by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h) Notice of Dispute, Negotiation and Mediation. Prior to commencing any legal action, the parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate such negotiations by providing written notice to the other party specifying that this provision of this Agreement is being utilized and setting forth the subject of the dispute and the relief requested. The party receiving such notice will respond in writing within thirty (30) business days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority shall meet at a mutually agreeable time and place in Seattle, Washington within thirty (30) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt in good faith to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable and recognized nonbinding mediation service prior to initiating legal action. Any such mediation shall be

conducted in Seattle, Washington and the costs of the mediation service shall be shared equally by the parties.

(i) Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and enforced according to the laws of the State of Washington and the United States, without giving effect to its or any other jurisdiction's choice of law provisions, and the Superior Court of Washington for King County shall have exclusive jurisdiction and venue of all disputes arising under this Agreement, except that in any case where the courts of the United States shall have exclusive jurisdiction over the subject matter of the dispute, the United States District Court for the Western District of Washington, Seattle division, shall have exclusive jurisdiction and venue.

(j) Attorney Fees. The prevailing party in any action sought to enforce or interpret this Agreement or any provision of this Agreement shall be entitled to its reasonable attorney's fees and costs, including any appeals thereon, as determined by a court in conjunction with any such legal proceeding.

(k) Limitation of Damages. In no event shall either party be liable to the other party for any claims by the other party for indirect, incidental, consequential, special, punitive, or exemplary damages, including lost profits, arising or alleged to arise from this Agreement, its breach, or the transactions contemplated herein, however caused, under any theory of liability.

(l) UW Self-Insurance. UW hereby notifies Member that as an agency of the State of Washington and in accordance with Washington law, UW maintains a self-insurance program pursuant to RCW §§28B.20.250, 28B.20.253, and 28B.20.255.

(m) Programmatic Communications and Legal Notices. All communications between the parties pertaining to UWRAPT programmatic matters, including scientific and technical matters and similar matters pertaining to the conduct of UWRAPT programs and events, shall occur as provided in the UWRAPT Bylaws. All legal or contractual notices, demands, requests or other similar communications required to be given or sent by a party under this Agreement will be in writing and will be delivered by at least one of the following methods: (i) in person, (ii) mailed by first-class mail, postage prepaid, (iii) transmitted by facsimile, or (iv) transmitted by electronic mail (email) addressed as set forth below, providing a party may designate a change of address at any time by notice in writing to the other party. All such legal or contractual notices, demands, requests, or communications that are mailed by first class mail will be deemed received five (5) business days after deposit in the U.S. mail, postage prepaid, and all notices transmitted by facsimile or by email will be deemed received upon written confirmation by the receiving party of successful facsimile or email transmission.

To UW:

University of Washington
Office of Sponsored Programs
Attention: Director of Sponsored Programs
4333 Brooklyn Ave NE, 17th Floor
Box 359472
Seattle, WA 98195-9472

(206) 543-4043 (Voice)
(206) 685-1732 (Facsimile)
osp@u.washington.edu (Electronic Mail)

In the case of a legal notice to the UW relating to a dispute, claim or controversy arising out of or relating to this Agreement, a copy of such notice shall also be provided to:

Washington State Attorney General's Office
University of Washington Division
Attention: Senior Assistant Attorney General
4333 Brooklyn Ave NE, 18th Floor
Box 359475
Seattle, WA 98195-9475

(206) 543-4150 (Voice)
(206) 543-0779 (Facsimile)
agouw@u.washington.edu (Electronic Mail)

To Member: As specified on the signature page below.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and duly executed this Agreement.

University of Washington

_____ (Member)

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

UWRAPT DIRECTOR

[Street Address]

[Mailing Address, if different]

[City, State, Zip]

By: _____

() _____ (Voice)

Print Name: _____

() _____ (Facsimile)

Title: _____

_____ @ _____ (Electronic Mail)

Date: _____

Membership Class: _____

Annual Dues: _____

Exhibit A

BYLAWS

University of Washington

Research Affiliates Program on Transporters

UWRAPT

The following are the Bylaws of the University of Washington Transporter Research Affiliates Program or “UWRAPT” duly adopted and approved by the University of Washington (the “UW”) as of January 1, 2012.

**ARTICLE ONE
MISSION**

The UWRAPT is established for the purpose of bringing to bear collective expertise and resources to develop better understanding of the inter-individual variability in pharmacokinetics and pharmacodynamics of drugs by quantifying the absolute expression of transporters in various tissues and cells.

**ARTICLE TWO
NAME AND LOCATION**

The name of the program shall be the “University of Washington Transporter Research Affiliates Program.” The principal offices of UWRAPT shall be located on the principal UW campus in Seattle, Washington, or such other location as may be authorized by the UW. UWRAPT shall be part of the UW’s School of Pharmacy. UWRAPT’s Research Advisory Board shall be entitled to make recommendations regarding any change in the name or location of UWRAPT, but the sole authority to change, approve, or disapprove any name or location change shall reside with the UW.

**ARTICLE THREE
FISCAL YEAR**

UWRAPT’s fiscal year shall begin on the first day of January of each year.

**ARTICLE FOUR
MANAGEMENT AND OFFICERS**

Section 1. Management. UWRAPT shall report to the UW’s School of Pharmacy and be managed by those persons designated by the Dean of the School of Pharmacy as responsible for the affairs of UWRAPT. The activities of UWRAPT shall be conducted in accordance with the laws of the United States and the State of Washington and the policies, rules, procedures and established practices of the UW.

Exhibit A

Section 2. Officers. UWRAPT's Officers shall consist of a Director. The UW reserves the right and shall have the sole authority to select and remove UWRAPT's Officers, who shall serve at the pleasure of the UW. Prior to removing or replacing an officer, UW will confer with UWRAPT's Research Advisory Board. The Director shall serve as the chief executive for UWRAPT and shall have the authority to manage UWRAPT's affairs, subject to Section 1 of this Article above, and report to the Dean of the School of Pharmacy or the Dean's designee. Unless otherwise specified in a funding agreement, the Director shall serve as principal investigator on all activities of UWRAPT and exercise all customary duties and responsibilities incidental thereto.

ARTICLE FIVE MEMBERS

Section 1. Eligibility and Application. Any organizations interested in becoming a Member of UWRAPT may submit an application and a signed form of agreement to the UW, which shall be reviewed by the Director for consideration and recommendation for acceptance by the UW. During UWRAPT's existence, the UW shall make reasonable efforts to use and maintain a standard form of Affiliation and Membership Agreement ("Membership Agreement"), which may change from time to time reflecting any changes in the policies of the UW and UWRAPT and UWRAPT's Bylaws.

Section 2. Membership Classes. UWRAPT shall have the following classes of Members, with annual dues as indicated (inclusive of all indirect and overhead costs):

- a. Full Members. \$100,000 Annual Dues
- b. Associate Members. \$50,000 Annual Dues

Section 3. Indirect Cost/Overhead Charges on Dues. Dues are payable as provided in the Membership Agreement between Members and the UW. UWRAPT is assessed an indirect (overhead) charge on cash dues at the time of payment at a reduced level in accordance with the then-current UW indirect cost policy applicable to corporate affiliate programs (20% as of 2010). The UW reserves the right to amend or modify at any time its indirect cost policies.

Section 4. Member Benefits and Privileges. Members shall be accorded the following benefits and privileges based on their membership classification:

- a. Associate Members

- Meeting attendance and review technologies developed within UWRAPT
- Receipt of Member communications and updates
- Confidential prepublication data access
- Membership on technical committees and advisory activities subject to invitation
- One (1) voting member on Research Advisory Board

Exhibit A

b. Full Members

All benefits and privileges of Associate Members

Provide up to 20 member specific cell samples for quantification of transporters as defined by Research Advisory Board (Director to specify timing of shipments, conditions for sending cells, number of cells, cell types and other requirements necessary for quantification of transporters in Member cells)

Two (2) voting members on Research Advisory Board

Section 5. Annual Dues and Research Activities. Members will be provided an opportunity to vote annually on recommendations for the scope of research activities to be undertaken by UWRAPT for the following year. In no event shall the cost of UWRAPT research activities exceed the aggregate annual dues received from the Members for the year in which the research activities are conducted. Members shall be entitled to vote to increase Full Member and/or Associate Member annual dues if the projected cost of approved research activities require additional funding. Any such annual dues increase shall become an amendment to the Bylaws in accordance with the provisions of Article Nine of these Bylaws.

ARTICLE SIX BOARDS AND COMMITTEES

Section 1. Research Advisory Board. The Research Advisory Board shall consist of the Director and representatives designated by each Member as described in Section 4 above. The function of the Research Advisory Board shall be to advise the UW and Director on all matters pertaining to UWRAPT. The Research Advisory Board will meet at least annually.

Section 2 Other Committees. The Director, with the consent of the Research Advisory Board, may from time to time establish such other temporary and permanent committees it deems appropriate, providing that any such committees shall have not have authority inconsistent with these Bylaws.

ARTICLE SEVEN ANNUAL MEETING

UWRAPT will hold an annual meeting at such time and manner (either in person or electronically) as may be established by the UW in consultation with the Research Advisory Board. The annual meeting will be open to all Members at which time the Director will provide a report on the affairs of UWRAPT and its progress in the preceding year and on such other matters as the Director deems appropriate.

ARTICLE EIGHT SCHOLARLY PUBLICATION AND INVENTION DISCLOSURES

Members recognize and accept that the publication of research results is of fundamental importance to UW, its faculty members and other researchers. UW reserves the right for UW and UW's faculty members and other researchers to publish and engage in scholarly disclosure, including publication in scientific journals, at scientific meetings or otherwise publicly disclose,

Exhibit A

the results of all research conducted within UWRAPT or under this Agreement regardless of funding source, subject to any restrictions in any Membership Agreement or other agreement limiting the public disclosure of a Member's confidential information. All proposed scholarly publications and other public disclosures of the results of UWRAPT research, including meeting abstracts, describing potentially patentable inventions not previously publicly disclosed shall be promptly disclosed by UWRAPT researchers to the Director. The Director shall promptly transmit all invention disclosures to the UW Center for Commercialization, which shall review and manage disclosures of inventions to UWRAPT Members on a confidential basis in accordance with established UW policies.

ARTICLE NINE AMENDMENTS

These Bylaws may be amended (i) by the UW after consultation with the Research Advisory Board and thirty (30) days' prior written notice to the Members, or (ii) at a meeting called for such purpose or by written consent, upon recommendation by a majority of the Research Advisory Board and a majority of the Members and approved by the duly-authorized representative of the UW. Any amendment to these Bylaws shall be given effect no earlier than ninety (90) days after its adoption. In no event shall any amendment to these Bylaws serve to diminish any Members' vested property right arising under any agreement between the UW and a Member.

ARTICLE TEN WAIVER OF NOTICE

Whenever any notice is required to be given to any Member under the provisions of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE ELEVEN UW RESERVED RIGHTS

UW reserves the right to terminate UWRAPT at any time upon six (6) months' written notice to all UWRAPT Members. UW further reserves the sole and exclusive right to adopt, apply, and interpret its policies, rules, procedures as practice as they may from time to time exist, providing they are not inconsistent with the terms of these Bylaws.