All capitalized terms used herein will have the meaning ascribed to them in the Human Material Request Form to which this Human Material Transfer Agreement for Non-Commercial Use is attached.

1. **The Material.** Provider will make the Original Material available to Recipient for the performance of the Project. The Original Material is provided with a fee (excl. VAT) as set out on the Request Form solely to reimburse Provider for its collection, preparation, packaging and shipment costs. Provider retains ownership of the Material and its Confidential Information (as defined below).

2. **Restrictions on use.** Recipient agrees (i) to use the Material only for the Project, (ii) to restrict the analysis and/or modification of the Material solely to that needed to carry out the Project, and (iii) that the Material may not be used in humans or for any diagnostic or therapeutic purposes. Recipient will not use the Material (i) for any commercial purposes, including commercial screening, (ii) for sale or otherwise transferring Material to a third party, (iii) to generate scientific data or information that is directly or indirectly conveyed to any third party against compensation, or (iv) in research that is subject to consulting, licensing or similar obligations to commercial entities. Upon reasonable notice, Provider will have the right to audit Recipient's compliance with the terms of this agreement.

3. **Recipient's research team.** Recipient will allow the use of the Material only by Recipient Scientist and his/her properly qualified and trained research team members that are under his/her direct supervision and that need such access for the execution of the Project and only after they have been informed of and agreed to the provisions and restrictions at least as stringent as those stated herein. Without Provider's prior written consent, Recipient and Recipient Scientist will not use the Material outside the premises of Recipient.

4. **Approvals and licenses.** Recipient represents that it has obtained all regulatory and ethical approvals and licenses that are needed for the use of the Material in the Project. Recipient will comply with all laws, regulations and guidelines applicable to the handling, use, storage and/or destruction of the Material.

5. **Reporting.** Recipient Scientist will report to Provider on the progress and results of the Project as required by the Request Form. By the earlier of sixty days after the publication of the results of the Project or completion of the Project, Recipient Scientist will provide Provider with a copy of the results of the Project, including a description of the effective use of the Material and Data for the Project and an opinion on their fitness for the purpose of the Project. Recipient Scientist will notify Provider in advance if any report on the results of the Project is reasonably likely to provoke controversy or otherwise attract significant public attention. In such circumstances, Provider reserves the right to make such recommendations, reservations or suggestions on the report as it sees fits (which it may make public) for consideration by Recipient. If analysis of Material would reveal meaningful information about the health condition of its donor, Recipient shall so inform Provider and provide the raw data and analysis revealing such information jointly with reference to the unique identifier of the Material allowing Provider to re-identify the donor.

6. **Acknowledgment.** In all oral presentations, written publications or press releases relating to the use of the Material, Recipient and Recipient Scientist will acknowledge Provider's contribution of the Material as required by the Request Form unless requested otherwise by Provider.

7. **Data protection.** Personal data means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity. Recipient recognizes that the use of encoded personal information received from Provider as part of the Data is subject to the Belgian Act of 8 December 2008 on the Protection of Privacy in relation to the Processing of Personal Data and its implementing Royal Decree. Recipient further agrees to (i) maintain any such information in a secure manner that restricts access to any individual not involved in the Project; and (ii) make no further use or disclosure of such information unless approved by Provider, except as required by law. Recipient will not make any effort to identify individuals who are or may be the donors of the Material and may not combine the personal data or the results of the Project with other data which may result in identification of a donor. If Recipient becomes aware of any unauthorized use or disclosure of personal information, Recipient will promptly notify Provider.

8. **Confidential Information.** "Confidential Information" is defined as any and all information that is transferred between Provider and Recipient for the purpose of this Agreement. Confidential

Information shall be maintained in confidence by Recipient and not be used for any purposes other than the Project. Recipient shall disclose Confidential Information only to Recipient Scientist and Recipient Scientist's research team members who have a need to know for the performance of the Project. For the purposes of this agreement, Confidential Information shall not include information that (a) has been published or was otherwise publicly available at the time of disclosure to Recipient; (b) was in the possession of or readily available to Recipient without being subject to a confidentiality obligation from a third party prior to the disclosure; (c) has become publicly known, by publication or otherwise, not due to any unauthorized act or omission of Recipient; (d) Recipient can demonstrate it developed independently, or acquired without reference to, or reliance upon, such Confidential Information; or (e) is required to be disclosed by law, regulation, or an order of court or a regulatory authority.

9. **No warranties.** Any Material delivered pursuant to this agreement is understood to be experimental in nature and may have hazardous properties. Provider makes no warranties of any kind, either expressed or implied. There are no warranties of fitness for a particular purpose or that the use of the Material will not infringe any patent, copyright, or other proprietary rights. Recipient understands that while Provider attempts to avoid supplying Material contaminated with highly infectious agents such as for instance hepatitis and HIV, all Material should be handled as if potentially infectious. Recipient agrees to assume all responsibility for informing and training Recipient Scientist's research team members in the dangers and procedures for safe handling of human materials.

10. **Liability.** In no event shall Provider be liable for Recipient's use, storage or disposal of Material. Recipient will indemnify, defend and hold Provider, its directors, employees, students and agents harmless from any third party claim arising from Recipient's use, storage or disposal of Material or breach of this agreement, except to the extent caused by gross fault or willful misconduct of Provider.

11. **Termination.** Either party may terminate this agreement with thirty (30) days written notice to the other party. Provider may terminate this agreement with fifteen (15) days written notice to Recipient in case of non-remedied breach of this agreement, bankruptcy of Recipient, or for causes such as an imminent health risk. This agreement shall terminate automatically at the earlier of (i) the completion date specified in the Request Form, or (ii) the completion of the Project. The provisions of this agreement that are intended to survive shall so survive after termination.

12. **Effect of termination.** When this agreement is terminated, Recipient will immediately cease using the Material and any unused and remaining Material (including any progeny, modifications and derivatives thereof and the Data) and all originals, reproductions, summaries and other tangible forms of Confidential Information will promptly either be destroyed in compliance with all applicable laws and regulations or will (at Recipient's costs) be returned to Provider as required by the Request Form or as otherwise requested in writing by Provider, except for one copy of Confidential Information that may be retained solely for the purpose of determining Provider's continuing legal obligations hereunder.

13. **Miscellaneous.** This agreement shall be construed in accordance with the laws of Belgium, without giving effect to its conflict of law provisions. Any dispute relating to this agreement shall be submitted exclusively to the Commercial Courts of xxx, Belgium. This agreement together with the Request Form contains the entire understanding of the parties with respect to its subject matter, and supersedes all previous (oral and written) agreements, negotiations and discussions relating thereto. This agreement may not be modified, in whole or in part, except by the written consent of the authorized representatives of both parties. If any provision of this agreement is held to be unenforceable or void, the remaining provisions shall remain in full force and effect. This agreement and the rights and obligations contained herein may not be assigned, sublicensed or subcontracted by either party without the prior written and unambiguous consent of the other party.