

TEMPLATE AGREEMENT

Project Agreement **YYYY – ###**

Client

Name
 Institution
 Department
 Address
 Zip code
 City
 Country
 Telephone
 Email

Hepcidinanalysis Project Agreement

for tailored hepcidin measurement projects upon request

Procedure:

1. Send an Email to Hepcidinanalysis@radboudumc.nl to specify your interest in our service
2. A "Service Request Form" will be returned by Email, together with answers to project-specific questions and a price indication (if possible)
3. Fill-in and return Service Request Form to Hepcidinanalysis@radboudumc.nl
4. A Project Agreement^a, similar to this *EXAMPLE*, with project specifications, purchase order number and actual "Project Fee" will be returned by Email
5. Send-in sample(s) together with countersigned Project Agreement; send electronic list with sample ID's (Excel) to as notice of actual shipment
6. Hepcidin Data Sheet and Project Invoice will be returned by Email

^a Already signed by representative of Hepcidinanalysis.com

Project

Title

Samples

Net project fee €

excl. VAT; see page 3; 4.3

Expected turn-around- time

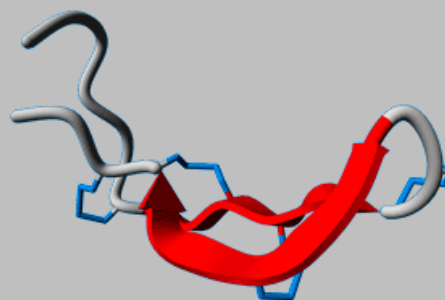
Co-author(s) upon publication

only in case of collaboration see page 4: 8.2

Understood and agreed¹

..... <i>Name of Clients' authorized signatory</i> <i>Representative of Hepcidinanalysis.com</i>
City – MM DD, YYYY	Nijmegen – MM DD, YYYY
signature	signature

¹By signing, the client agrees on the terms and conditions of this project agreement as stated on page 3/4 of this document. Include this countersigned agreement with your samples and send them to hepcidinanalysis.com as indicated on page 2 of this document. If you have questions regarding the attached terms and conditions, please contact us by Email (Hepcidinanalysis@radboudumc.nl).



TEMPLATE AGREEMENT

Shipment of Samples

Shipment address

Dhr S. Klaver
Hepcidinanalysis.com
Radboud University Medical Center
Translational Metabolic laboratory 830
Geert Grooteplein 10
6525 GA Nijmegen
The Netherlands

Correspondence

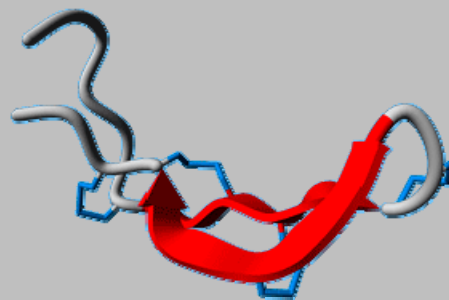
- Send an e-mail to Hepcidinanalysis@radboudumc.nl as shipment dispatch notification (preferably at the beginning of the week)
- Attach the accompanying sample information (coding of tubes) in digital format (Excel). Please employ a simple coding strategy, avoiding patient information as much as possible.

Important information

- Send samples on sufficient dry ice by express mail (~1 kg/24 hour)
- We need a minimum of 100 μ liters, but we advise to send-in 1 ml sample in a 2 ml polypropylene tube to guarantee optimal recovery of hepcidin.
- Apply clear labeling on the tubes and provide explicit accompanying sample information
- Include a hardcopy of the countersigned project agreement

Special notes

.....



TERMS AND CONDITIONS OF THIS PROJECT AGREEMENT

This Laboratory Services Project Agreement ("Agreement"), effective as of March 11, 2016 (Effective Date"), is made by and between UMC St Radboud Research B.V., doing business as Hepcidinanalysis.com; established in Nijmegen, the Netherlands and listed in the Commercial Register of the Dutch Chamber of Commerce under file number 41055629 ("Laboratory") and the Institution mentioned on the first page of this agreement ("Client"). Laboratory and Client each a "Party" and collectively the "Parties".

CONSIDERATIONS

- Client wishes Laboratory to perform certain analyses on materials to be provided by Client.
- Laboratory has received from Client a completed Hepcidinanalysis Service Request Form.
- Laboratory and Client have agreed that Laboratory shall perform the requested services in accordance with this Agreement.

(1) SERVICES

- 1.1 Laboratory shall, upon receipt from Client of materials, perform certain analyses on the said materials ("Services"), for which Services Client shall pay a fee as described in Section 4. The types of analyses to be performed are described in the Hepcidinanalysis Service Request Form (attached).
- 1.2 Laboratory warrants that all of its employees or agents or third parties hired for the purpose by Laboratory that provide Services are professionally qualified, have been adequately trained and will perform their duties in a workmanlike fashion with reasonable care.
- 1.3 Client is aware that although the method for Hepcidin quantification in human serum/plasma samples is fully validated (report available upon request), other Services may be experimental and not yet fully validated and published."
- 1.4 Any times specified or agreed by the Laboratory for the delivery of the Services are given in good faith but are an estimate only. If no time is specified or agreed by the Laboratory, delivery will take place within a reasonable time following receipt of the material. The Laboratory will not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Services, unless such delay was caused by Laboratory's gross negligence or willful misconduct.

(2) SAMPLE MATERIALS

- 2.1 Client must ensure and has ensured that the content of any submitted Hepcidinanalysis Service Request Form is complete and accurate.
- 2.2 Laboratory acknowledges that Client's materials may be experimental in nature and may have unknown characteristics and therefore agrees to use prudence and reasonable care in the use, handling, storage, disposition and containment of the materials.
- 2.3 Client must ensure that the submitted sample information does not contain any patient names or other personal information that can be traced back to actual persons. All information shall be supplied by Client in such a way that no one but Client can trace it back to actual persons, for example by using patient codes instead of patient names.
- 2.4 Client will inform Laboratory of any known characteristics that may pose a risk to Laboratory's personnel.
- 2.5 The materials shall only be used by Laboratory for the Services conducted hereunder and will be destroyed afterwards –but not sooner than 4 (four) weeks after completion of the Services- unless requested otherwise

(3) TERM AND TERMINATION

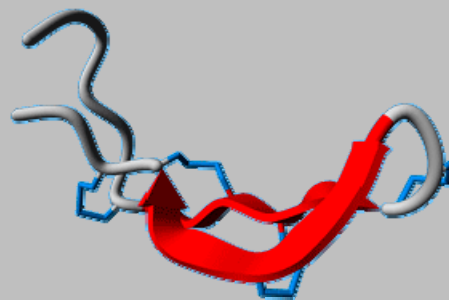
- 3.1 The term ("Term") of this Agreement shall be for a period of 6 months from the Effective Date unless terminated earlier by either party. Parties may extend the Term in mutual written agreement.
- 3.1 Laboratory shall have the right to terminate this Agreement at any time by giving Client at least 30 days written notice in the event that it is unable to continue performing its obligations under this Agreement.
- 3.2 Client shall have the right to terminate this Agreement, for any reason or for no reason, by giving Laboratory at least 30 days written notice.
- 3.3 All unused samples sent to Laboratory for analysis by Client shall be destroyed once the analysis is completed, unless otherwise instructed by Client.
- 3.4 The termination of the Agreement (howsoever arising) will be without prejudice to any rights and remedies which may have accrued to either party. After termination, as appropriate, (i) Client shall pay to Laboratory the prorated fees based on actual work performed under this Agreement; or (ii) Laboratory shall refund any advance payment under section 4.2 that does not correspond to actual work performed. The following sections will continue to be enforceable notwithstanding termination or expiry: 4, 5, 6, 7 and 10.

(4) FEES AND BILLING

- 4.1 Parties have agreed upon the fee as indicated on page 1 of this agreement ("Net Project Fee"):
- 4.2 Laboratory will deliver Services within the expected turn-around-time as indicated on page 1 of this agreement, but not before Client pays Laboratory an advance payment of 30 % (thirty percent) of the Net Project Fee if requested by Laboratory. Laboratory will send an invoice for full payment of the Net Project Fee upon delivery of Services.
- 4.3 All mentioned amounts are excluding VAT, which sum shall be added to the invoice (if applicable) and shall be payable by Client. For Services supplied to a VAT taxable recipient established within the EU (other than the Netherlands) or a recipient outside the EU, the reverse charge mechanism will likely be applicable according to article 196 VAT Directive 2006/112 European Commission. Services within the Netherlands is subject to 21% VAT. Laboratory shall refer to the Client purchase order number noted on page 1 of this agreement in all billing and correspondence with Client.

(5) WARRANTIES AND LIMITATION ON LIABILITY

- 5.1 Laboratory warrants (subject to the provisions of this Section 5) that Services will be performed:
(a) in a workmanlike fashion with reasonable care; (b) using professionally qualified and adequately trained persons; and (c) in accordance with applicable laws and regulations.
- 5.2 Client shall defend and hold harmless Laboratory from any claim against Laboratory made by a third party arising out of the infringement by Laboratory of the intellectual property rights of such third party in the course of performance of the Services, to the extent that such intellectual property rights are limited to any material Client delivers to Laboratory or the use of such material in accordance with this Agreement.



- 5.3 Save for the warranties given by Laboratory set out in this Section 5, all warranties, conditions and other terms are, to the fullest extent permitted by law, excluded from the performance of the Services.
- 5.4 Unless such limitation of liability is prohibited by applicable statutory law, Laboratory will not be liable to Client in contract, tort, misrepresentation or otherwise for any:
- (x) economic loss of any kind (including, without limitation, loss of use, profit, anticipated profit, business, contracts, overhead recovery, revenue or anticipated savings);
 - (y) any damage to the Client's reputation or goodwill; or
 - (z) any other special, indirect or consequential loss or damage arising out of or in connection with the performance of the Services.
- 5.5 Unless such limitation of liability is prohibited by applicable statutory law, Laboratory's total liability in contract, tort, misrepresentation or otherwise arising out of or in connection with the performance of the Services (a "Default") will be limited to the Net Project Fee for the Services (or the relevant part of the Services) to which the Default relates.
- 5.6 In the event Laboratory stops providing Services in accordance with section 1 of the terms and conditions of this Agreement, Laboratory shall not be liable to Client because of such termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of Client or Laboratory.

(6) CONFIDENTIALITY

- 6.1 Parties may obtain access to information of the other Party of which it is apparent that it is considered confidential by that Party ("Confidential Information"). Parties agree not to use the other Party's Confidential information for any purpose other than provision of the Services or disclose, directly or indirectly, that Confidential Information to any third person or entity, other than to its employees and advisors who reasonably require access to such Confidential Information for provision or enjoyment of the Services and who are bound by obligations of confidentiality no less onerous than those set out in this agreement, provided that such Party shall be liable to the other Party for any acts or omissions of any person to whom such Party has disclosed the Confidential Information of the other Party, that would, if effected by such Party, constitute a breach of this agreement.
- 6.2 The obligations of confidentiality and non-use contained in this Section shall not apply to information which: (i) was known to the Party receiving it, prior to receipt hereunder as set forth in written records; or (ii) at the time of disclosure to the Party receiving it, was generally available to the public, or which after disclosure hereunder, becomes generally available to the public, through no fault of the Party receiving it; or (iii) is hereafter made available to the Party receiving it by any third-party having a right to do so on a non-confidential basis as evidenced by written records.
- 6.3 In the event that the Party that has received the other Party's Confidential Information is required by law, regulation, subpoena, government order or judicial order to disclose Confidential Information it may do so, provided he shall promptly notify the other Party upon such request for disclosure and prior to such disclosure to permit the other Party to oppose same by appropriate legal action.

(7) INTELLECTUAL PROPERTY

- 7.1 The Parties agree that any invention, discovery, method, trade secret, confidential know-how, or commercially useful result that is conceived, discovered or reduced to practice and which relates to the Services performed hereunder, whether or not patentable (each an "Invention") and all related intellectual property rights will belong solely to Client. Laboratory hereby assigns and agrees to assign to Client any right, title and interest in and to any such Invention(s) that Laboratory may have or obtain, and at Client's request to execute (or cause to be executed) all instruments necessary to perfect the assignment of such Invention(s) to Client. Laboratory agrees to cooperate with Client, at Client's request and expense, in connection with Client's efforts to apply for, obtain and enforce patents, copyrights and other intellectual property rights worldwide on any such Invention(s).
- 7.2 The parties agree that any Invention that is related solely to Laboratory's hepcidin assays and technologies will belong solely to Laboratory. Client hereby assigns and agrees to assign to Laboratory any right, title and interest in and to any such Invention(s) that Laboratory may have or obtain, and at Laboratory's request to execute (or cause to be executed) all instruments necessary to perfect the assignment of such Invention(s) to Laboratory. Client agrees to cooperate with Laboratory, at Laboratory's request and expense, in connection with Laboratory's efforts to apply for, obtain and enforce patents, copyrights and other intellectual property rights worldwide on any such Invention(s).

(8) PUBLICATION

- 8.1 Laboratory shall not publish, present or disclose any of Client's Confidential Information (including that developed hereunder), nor any data, results or analyses that are generated hereunder by Laboratory for Client.
- 8.2 Client agrees that Employees of Laboratory mentioned on page 1 of this agreement, only in case of a collaboration, will become co-author on the first publication that will result from the activities within this project.

(9) INDEPENDENT CONTRACTOR

Laboratory's relationship with Client is, and will at all times be, that of an independent contractor, and nothing in this Agreement shall be construed to designate Laboratory as an employee, agent, partner of, or joint venturer with Client.

(10) DISPUTE RESOLUTION

- 10.1 This Agreement shall be governed by and construed in accordance with the laws of The Netherlands without regard to conflicts of laws principles of any jurisdiction.
- 10.2 Any dispute regarding enforcement, performance or breach of this Agreement not settled by mutual consent shall be finally settled by the competent court in the District of Arnhem, The Netherlands.

(11) MISCELLANEOUS

- 11.1 All amendments to this Agreement shall be effected only by a written instrument executed by the parties.
- 11.2 No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement.



- 11.3 If any provision of this Agreement shall be declared invalid, illegal or unenforceable, such provision shall be severed and the remaining provisions shall continue in full force and effect.
- 11.4 In the event that provisions of general Terms and Conditions of either Party conflict with provisions in this Agreement, the provisions in this Agreement shall prevail.
- 11.5 All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the Laboratories' address: "Hepcidinanalysis.com, Geert Grootplein 8 (441), 6525 GA Nijmegen, The Netherlands" and the Clients' address as indicated on page 1 of this agreement

EXAMPLE