DATED:

BETWEEN: **AIMM Therapeutics BV**
Meibergdreef 59
1105 BA Amsterdam
The Netherlands

and

Company Name, Address

Material Transfer Agreement
for
SUBJECT

Material Transfer Agreement for research purposes

(the "Agreement")

THE UNDERSIGNED,

AIMM Therapeutics BV, a company incorporated under the laws of The Netherlands, having its registered office in Amsterdam, The Netherlands, and its principal place of business at Meibergdreef 59, 1105 BA, Amsterdam, The Netherlands (hereinafter referred to as "AIMM"), for this purpose lawfully represented by Dr. John Womelsdorf, Vice President Business Development;

and

Note here the company or institute and define it at 'Company', person responsible to execute the agreement, and the Principle Investigator

(each of AIMM and Company hereinafter referred to as a "party" and both collectively as the "parties")

AGREE AS FOLLOWS:

1. Definitions

In this Agreement the following words and expressions shall have the meanings set out below:

1.1	"**Original Material**"	Means the material mentioned in Exhibit B of this Agreement and provided by AIMM to COMPANY hereunder.
1.2	"**Material**"	Means, *inter alia*, Original Material, Progeny, Unmodified Derivatives, antibodies produced by any of the immediate foregoing, that portion of the Original Material contained in any Modification, and other substances created through the use of the Material in the framework of this Agreement, whether by COMPANY or AIMM or jointly,
1.3	"**Progeny**"	Means unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism
1.4	"**Unmodified Derivatives**"	Means substances created by COMPANY or AIMM or jointly in the framework of this Agreement, which constitute an unmodified functional subunit or product expressed by the Original Material. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Original Material, proteins expressed by DNA/RNA supplied hereunder, or monoclonal antibodies secreted by a (hybridoma) cell line supplied hereunder.
1.5	"**Modifications**"	Means substances created by COMPANY or AIMM or jointly in the framework of this Agreement which contain/incorporate the Original Material or any portion thereof.

2. The Provided Material

According to this Agreement the "**Provided Material**" from AIMM to COMPANY shall mean:

i) the Original Material, and/or
ii) the Material, and/or
iii) bulk or monoclonal B cells that were created using the technology of AIMM, and/or
iv) any related biological material or associated know-how and data.

3. Scope of the License

3.1. This Agreement and the resulting transfer of the Provided Material constitute a license to evaluate and use the Provided Material solely for the following aim:

Describe the intended purpose here

the program to be performed in the laboratory of Principal Investigator. This internal evaluation and use is for not-for-profit purposes, in investigational use in *in vitro* and *in vivo* experiments and limited to those studies described in **Exhibit A** (the "**Research Project**").

3.2. The Provided Material will be used solely for non-commercial research purposes and will not be used in any studies other than those described in the research plan for the Research Project (the **"Research Plan"),** attached hereto as **Exhibit A.**

3.3. If Principal Investigator or COMPANY use Provided Material for purposes not permitted under this Agreement, then AIMM will have the right to immediately terminate this Agreement and AIMM will solely own any results, discoveries or inventions arising out of such use. The Provided Material will not be used in humans under any circumstances,

3.4. COMPANY , through its Principal Investigator, shall propose a Research Plan for the Research Project, to be agreed upon by AIMM before the initiation of the Research Project (see below). COMPANY agrees that neither the Provided Material nor any biological materials treated therewith will be used in human beings and that the Material will not be used for any other purpose than as agreed hereunder.

3.5. Other than as expressly provided hereunder, COMPANY agrees that nothing herein shall be deemed to grant to either COMPANY or Principal Investigator any rights under any AIMM patents or other intellectual property rights, nor any rights to use the Provided Material for any products or processes for profit-making or commercial purposes, unless prior written permission is obtained from AIMM.

4. Ownership and Distribution of Material

4.1. The Provided Material is considered proprietary to AIMM. AIMM shall be free, in its sole discretion, to distribute the Provided Material to others and to use the Provided Material for its own purposes.

4.2. COMPANY shall not distribute or release the Provided Material to any person other than laboratory personnel under the Principal Investigator's direct supervision, and shall ensure that no one will be allowed to take or send the Provided Material to any other location,

unless prior written permission is obtained from AIMM. The Provided Material will not be used in research that is subject to consulting, licensing, or similar obligations to any other commercial entity, unless written permission is first obtained from AIMM.

5. Secrecy and Confidentiality

5.1. Any confidential or proprietary information of AIMM, including, without limitation, Provided Material and/or any information relating to the synthesis and production of the Original Material, conveyed by AIMM to COMPANY under this Agreement ("**Confidential Information**") shall be treated by COMPANY (and by Principal Investigator as well) during this Agreement and for a period of five (5) years thereafter, with the same degree of confidentiality as if it were COMPANY 's own proprietary information and COMPANY shall take all reasonable steps to ensure that the AIMM's Confidential Information will not be communicated to unauthorized third parties or used for purposes other than for carrying out the Research Project and COMPANY 's obligations under this Agreement except that the obligations of confidentiality and non-use set forth in this Agreement shall not apply to any information that:

a) is lawfully known by COMPANY at the time of the disclosure, or

b) is or becomes, through no fault of COMPANY , available to the general public; or

c) is lawfully received by COMPANY from a third party who does not have an obligation of confidentiality to AIMM; or

d) is disclosed by COMPANY with the advance written approval of AIMM; or

e) is disclosed by AIMM to a third party free of restriction.

In the case of events b, c, d or e above, the removal of the restriction shall be effective only from and after the occurrence of the applicable event.

5.2. Each party shall have the right to disclose AIMM Confidential Information as required by law or to government agencies and government personnel for the purpose of satisfying federal, state or local requirements or in order to obtain approval of such agency to conduct experiments.

5.3. If information is supplied with the Provided Material, neither Principal Investigator nor COMPANY will disclose to others or use such information other than for the purpose in Article 3. This excludes any information that is previously developed and owned by or known to Principal Investigator or COMPANY (as evidenced by written records), or becomes publicly available, or which is disclosed to Principal Investigator or COMPANY by a source not similarly obligated to AIMM or which is independently developed by COMPANY without the use of or reference to the information as demonstrated by documentary evidence, or which is required to be disclosed by law or court order.

6. Reports and Publication

6.1. COMPANY , through its Principal Investigator, will supply a written report detailing the results obtained in the Research Project at least annually to AIMM until the Research Project is concluded, at which time Principal Investigator will submit a final report. The final report may be in the form of a manuscript, abstract, or other publication submission. AIMM agrees to keep all results and reports confidential. Principal Investigator and COMPANY agree to not publicly disclose these results, their underlying data and/or any conclusions drawn from the

Research Project, orally or in writing (*e.g.*, by submission of a manuscript, abstract, patent application) until AIMM has had thirty (30) days in which to review the intended disclosure and make recommendations or comments (the "**Review Period**"). AIMM shall complete its review within the Review Period and may require that COMPANY deletes from its documents all references to AIMM's Confidential Information. If during the thirty (30) day review period AIMM notifies COMPANY that it wishes to file a patent application on any invention disclosed in the intended disclosure, COMPANY will defer publication/disclosure for up to an additional sixty (60) days.

6.2. In the case that COMPANY publishes the results of the Research Project, it will be consistent with academic standards. The provision of the Provided Material itself is sufficient to include one or more AIMM-employees as co-author(s). COMPANY will refer to publications of AIMM concerning the technique for immortalization of B cells.

7. Inventions

7.1. If Principal Investigator's or COMPANY 's use of the Provided Material hereunder results in an invention or discovery that incorporates, embodies or otherwise uses any Provided Material, including, without limitation, a new use of any Provided Material, compositions or formulations comprising Provided Material or products which can only be made using Provided Material, or of antigens that bind to or are recognized by Provided Material (an "**Invention"**), or improvements or enhancements of the Provided Material (an "**Improvement**"), whether patentable or not, Principal Investigator or COMPANY will promptly disclose in confidence such Invention or Improvement to AIMM and AIMM, at its sole discretion and expense, may file or arrange to have filed a patent application for said Invention or Improvement within three (3) months of disclosure of such Invention or Improvement by COMPANY or Principal Investigator to AIMM. AIMM will have control of strategy and expenses with respect to any such patent application, filing and prosecution and Principal Investigator and COMPANY will cooperate with AIMM, at AIMM's sole cost and expense, in seeking patent coverage for such Invention or Improvement.

7.2. In the event that AIMM chooses not to file a patent application for such Invention or Improvement, Principal Investigator or COMPANY may at their expense file a patent application for such Invention or Improvement. Principal Investigator or COMPANY will provide AIMM with copies of any such patent application and any prosecution documentation related thereto. In such case the Parties will discuss and agree on reasonable terms for the compensation of AIMM for the Provided Material.

7.3. As consideration for the receipt of the Provided Materials from AIMM, COMPANY hereby grants to AIMM under any patent or patent application filed in accordance with paragraph 7.2:

a) a non-exclusive, fully paid up, royalty-free, sub-licensable, worldwide license to make, use, offer to sell, sell, and import Improvements, and

b) the first option to negotiate a non-exclusive, royalty-free worldwide license to make, use, offer to sell, sell, and import Inventions, wherein the total fees required for such license shall not exceed fifty thousand euros (€50,000).

7.4. If and when AIMM prefers to obtain exclusive rights, as consideration for the provision of the Provided Materials to COMPANY , COMPANY hereby grants to AIMM under any patent or patent application filed in accordance with this Article 7:

a) the first option to negotiate an exclusive, worldwide license to make, use, offer to sell, sell, and import Improvements, wherein the total of fees and royalties required for such exclusive license shall not exceed five hundred thousand euros (€500,000), and

b) the first option to negotiate an exclusive, worldwide license to make, use, offer to sell, sell, and import Inventions, wherein the total of fees and royalties required for such exclusive license shall not exceed two million euros (€2,000,000).

7.5. Ownership of any Invention or Improvement hereunder, and all rights and title thereto, shall correspond to inventorship thereof, determined in accordance with applicable US Patent Law if patentable or, if not patentable, as if patentable under NL Patent Law.

7.6 Option periods under this Article 7 shall be for a period of six (6) months after respective notice from COMPANY , extendible at the mutual agreement of the parties. For clarity, COMPANY shall agree to a reasonable extension of any option period as proposed by AIMM, for a period of up to six (6) additional months, should AIMM wish to perform an *in vitro* or *in vivo* animal experimental program to evaluate any Invention or Improvement (in particular, to evaluate any antibody). Negotiation periods under this Article 7 shall be for a period of six (6) months after respective notice from AIMM, extendible at the mutual agreement of the parties. Should any option period or negotiation period hereunder expire without the corresponding exercise of option or completion of license, each of the parties hereto shall be free to dispose of its corresponding rights in its own discretion without further notice or consideration to the other provided however that, except as specifically granted in writing, no such expiration shall be deemed to grant to either party any rights under any patents or other intellectual property rights of the other, and provided further that such grant in writing may be offered or withheld at the sole discretion of the party holding such rights.

8. Indemnification

8.1. The Provided Material is experimental in nature and is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. AIMM makes no representation or warranty that the use of the Provided Material will not infringe any patent or other proprietary right.

8.2. COMPANY , to the extent permitted by governing law, will indemnify, defend and hold harmless AIMM and its affiliates, directors, officers, employees, representatives, agents and assigns from any third party claims, liability, settlements, and/or costs (including but not limited to reasonable attorneys' fees and legal expense) payable to a third party resulting from Principal Investigator's or COMPANY 's use of Provided Material except insofar as such claims or liability arise out of the negligence or wrongdoing of AIMM. AIMM agrees to notify Principal Investigator or COMPANY as soon as AIMM becomes aware of a claim or liability and to cooperate with Principal Investigator or COMPANY in the defense of such claim. AIMM further agrees not to compromise or settle any such claim or action without prior notification to Principal Investigator or COMPANY .

8.3. AIMM, to the extent permitted by governing law, will indemnify, defend and hold harmless COMPANY and its affiliates, directors, officers, employees, representatives, agents and assigns, including, without limitation, Principal Investigator, from any third party claims, liability, settlements, and/or costs (including but not limited to reasonable attorneys' fees and legal expense) payable to a third party resulting from AIMM's use of report, result, Invention, Improvement or other deliverable hereunder except insofar as such claims or liability arise out of the negligence or wrongdoing of COMPANY . COMPANY agrees to notify AIMM as soon as COMPANY becomes aware of a claim or liability and to cooperate with AIMM in the defense of such claim. COMPANY further agrees not to compromise or settle any such claim or action without prior notification to

AIMM.

9. Liability

9.1. In no event shall AIMM be liable for any use by COMPANY or Principal Investigator of the Provided Material, or any loss, claim, damage or liability of whatsoever kind or nature, which may arise from or in connection with COMPANY 's or Principal Investigator's performance under this Agreement, or the use, handling or storage of the Provided Material.

9.2. In no event shall COMPANY be liable for any use by AIMM of any report, result, Invention, Improvement or other deliverable hereunder, or any loss, claim, damage or liability of whatsoever kind or nature, which may arise from or in connection with AIMM's performance under this Agreement, or AIMM's use of any report, result, Invention, Improvement or other deliverable hereunder.

10. Miscellaneous

10.1. COMPANY and Principal Investigator will use the Provided Material in compliance with all applicable laws and governmental regulations including current NIH guidelines for work with recombinant DNA.

10.2. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of the director of AIMM.

10.3. This Agreement will be effective from the date Principal Investigator or COMPANY first receive Provided Materials from AIMM (the "**Effective Date**") and will terminate two (2) years thereafter.

10.4. AIMM may, upon at least ten (10) days' written notice, earlier terminate this Agreement for cause or breach, unless COMPANY shall have completed a cure of such breach within a reasonable period not to exceed sixty (60) days. COMPANY may, upon at least ten (10) days' written notice, earlier terminate this Agreement for any reason or no reason. Upon any termination or expiration of this Agreement:

a) all rights and licenses of Principal Investigator and COMPANY hereunder shall terminate;

b) Principal Investigator and COMPANY will immediately destroy or return to AIMM at AIMM's discretion unused Provided Material and all Confidential Information in its possession, custody or control in whichever form held (including all copies or embodiments thereof); and,

c) Articles 4, 5, 6, 7, 8 and 9 shall survive.

10.4. To confirm this Agreement with the above terms, Principal Investigator and an authorized representative of COMPANY will sign and date below, and return both originals to AIMM for counterexecution.

10.5. AIMM will return one fully executed Agreement to COMPANY . AIMM will ship the Provided Material, with appropriate technical information, following receipt of this signed document and approval of the proposed Research Plan by AIMM. Counterexecution of this Agreement by AIMM shall constitute approval of the proposed Research Project in accordance with the Research Plan (Exhibit A) by AIMM

In witness whereof, the parties have caused their respective authorized representatives to execute this Agreement, becoming effective as of the Effective Date.

AIMM		I	COMPANY	
AIMM Therapeutics BV			**COMPANY**	
Signature:	_____		Signature:	_____
Name:	John Womelsdorf		Name:	
Title:	V.P. Business Development			Title:
Date:	_____		Date:	_____

Acknowledged and Accepted:

_____ Date _____

Dr.
Principal Investigator

Exhibit A

Schedule 1

Project

Project Title

Applicant:

Title:

AIM:

WORK PLAN:

EXHIBIT B

MATERIALS. (This is the original material provided to the Company from AIMM)