

ADDENDUM TO THE ATCC MATERIAL TRANSFER AGREEMENT

for organoid products

This Addendum to the Material Transfer Agreement (the “**Addendum**”) is between you Purchaser and the American Type Culture Collection, a District of Columbia not-for-profit corporation, having its principal place of business at 10801 University Boulevard, Manassas, VA 20110-2209 (“**ATCC**”). Purchaser must have an approved, current ATCC account to place an order. This Addendum is effective as of the last date of execution by the parties and governs the purchase and use of the Biological Material, in addition to the standard Material Transfer Agreement Purchaser has entered into with ATCC (the “**MTA**”) under the terms and conditions set forth below.

DEFINITIONS

Capitalized terms not otherwise defined herein but defined in the MTA shall have the meaning set forth in the MTA. The definition of Commercial Use as set out in the MTA shall be deemed to be replaced by the following definition:

- Commercial Use** means the use of the Biological Material by a Purchaser that is a commercial entity or an entity engaged in commercial activities regarding the use of Biological Materials. Commercial Use shall include, but not be limited to, the use of the Biological Material:
- a. to provide a service to a person or entity not party to the MTA and Addendum for financial gain in cash or in kind;
 - b. to produce or manufacture products for general sale or products for use in the manufacturing of products ultimately intended for general sale;
 - c. for or in connection with proficiency testing services including, but not limited to, providing services on or in relation with laboratory performance by comparing and evaluating calibrations or tests on the same or similar items or materials in accordance with predetermined conditions;
 - d. for consumption by, or administration and/or application to humans or animals;
 - e. by Purchaser, for research sponsored or executed on behalf of (i) a commercial entity, or (ii) an entity in the context of commercial activities, or (iii) a public/private partnership in cash or in kind; and
 - f. for financial gain, in cash or in kind, in any other way but not including research grants .

PREVAILING AGREEMENT

The parties agree that this Addendum is to be considered part of the MTA. To the extent any terms or provisions of this Addendum conflict with the terms and provisions of the MTA, the terms and provisions of this Addendum shall prevail.

LIMITED LICENSE AND TRANSFER

Purchaser acknowledges that the Biological Material and its use is protected by intellectual property rights owned and controlled by the foundation HUBRECHT ORGANOID TECHNOLOGY, having its registered offices at Yalelaan 62 8, (3584 CM) Utrecht, the Netherlands (“**HUB**”) and Purchase of the ATCC Material conveys to the Purchaser a non-exclusive, non-transferable license to use the Biological Material solely for research purposes conducted by Purchaser and specifically excludes any Commercial Use. Any Commercial Use of the Biological Material requires a commercial license from HUB. Purchaser may contact the HUB at info@hub4organoids.nl or at the address set out above, to obtain a commercial license for the use of the Biological Material.

Purchaser also acknowledges and agrees that ATCC may grant to HUB or any third party depositor having rights in the Biological Materials a third party beneficiary right granting the third party beneficiary the right to enforce the terms of the MTA and this Addendum.

Purchaser acknowledges that ATCC is not obliged to transfer any additional know-how or technology to Purchaser or to provide Purchaser with any consulting or other services regarding the Biological Material.

The Purchaser shall not transfer the Biological Material to any party not party to the MTA. Notwithstanding the foregoing, Purchaser shall be allowed to transfer the Unmodified Derivatives and any non-living ATCC Material as allowed in accordance with the clause ‘Modifications and Unmodified Derivatives’ in the MTA only if the CRO or Transferee agree to be bound by the terms and conditions of this Addendum in addition to the MTA. Purchaser is expressly not allowed to transfer any Modifications as set out in the clause ‘Modifications and Unmodified Derivatives’ in the MTA.

PRIVACY

Purchaser shall not make any attempt to trace or identify the donors from whom the ATCC Material was obtained.

Purchaser shall use any (personal) data, including genetic information, generated with or by use of the Biological Material subject to obligations of confidentiality and non-use at least as strict as those set forth the European Union Directive 95/46/EC and European Union Regulation (EU) 2016/679 and any legislation succeeding or replacing such Directive or Regulation and further in accordance with all applicable international and national legislation and guidelines on the protection of personal data and confidentiality. Such data may further be made available only to via access controlled databases that are adequately secured.

USE OF THE BIOLOGICAL MATERIAL

In addition to the limitations set for the use of the Biological Material in the MTA, Purchaser agrees to use the Biological Material solely in accordance with the World Medical Association Declaration of Helsinki on ethical principles for medical research involving human subjects.

Purchaser agrees that any breach of the MTA and/or the Addendum, will entitle ATCC to terminate the MTA and the Addendum immediately and require the Purchaser by written notice to destroy the Biological

Material and confirm the destruction of the Material in writing to ATCC within 2 (two) weeks of receipt of the written notice by ATCC.

MISCELLANEOUS

All other terms and conditions of the MTA shall remain in effect. Purchaser may not assign or otherwise transfer this Addendum or any rights or obligations under this Addendum, whether by operation of law or otherwise. Any such attempted assignment or transfer will be void and of no force or effect.

This Addendum shall be governed by and construed under the laws of the United States District Court for the Eastern District of Virginia or if subject matter jurisdiction does not exist in that court, then in the state courts of Virginia for Prince William County, and Purchaser hereby expressly consents to, submits to and waives any objection to the jurisdiction of such courts. If Purchaser is a Federal or State non-profit organization or a foreign public organization then any disputes arising under this Addendum shall be tried exclusively in a court of competent jurisdiction.

By signing below, the duly authorized representative of each party acknowledge that they have read and understood and agree to the terms and conditions set forth in this Addendum to apply in addition to the MTA, as evidenced by their signatures below.

For ATCC

By:  _____

Name: Douglas A. Hosack _____

Title: Director, IP and Legal Affairs _____

For PURCHASER

By: _____

Name: _____

Title: _____

Date: _____