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PATENT LICENSE AGREEMENT

The undersigned:

1. [____], a private limited liability company ("besloten vennootschap met beperkte aansprakelijkheid") under the laws of the Netherlands, having its statutory seat in [____], and its offices at [____], The Netherlands, hereinafter referred to as "**Licensor**" and duly represented by its [____];
and
2. [____], a private limited liability company ("besloten vennootschap met beperkte aansprakelijkheid") under the laws of the Netherlands, having its statutory seat and its offices at [____], the Netherlands, hereinafter referred to as: "**Licensee**" and duly represented by [____];

WHEREAS

- A. Licensee develops intellectual property, more specific patent applications and patents,
- B. Licensor owns and fosters the intellectual property of Licensee;
- C. Licensee requires the use of patent rights for general research & developments purposes;
- D. Licensor owns the right to license and sublicense the intellectual property of Licensee;

IN CONSIDERATION of the preceding recitals and of the following terms, conditions, and Promises, the Parties agree as follows:

1. GRANT OF LICENSE

[____] agrees to grant Licensee permission of use all intellectual property for research & development purposes on a non exclusive basis.

2. LICENCE FEE

- 2.1 [____] will invoice Licensee for direct costs regarding all intellectual property. Licensee will be able to use the patents owned and registered under Licensor throughout the year of [____] for a license fee of [____] EURO (one EURO) per application.
- 2.2 The royalties mentioned herein shall become due and payable upon the end of each

DRAFT FOR DISCUSSION PURPOSES ONLY

Quarterly Period.

- 2.3 Royalties and other sums payable under this agreement are exclusive of VAT (or similar tax) and shall be paid free and clear of all deductions and with Licensees whatsoever.
- 2.4 [_____] shall keep full, true and accurate books of account containing all particulars that may be necessary for the purpose of showing the royalties payable to Licensee hereunder.
- 2.5 [_____] shall pay to Licensee the royalties due and payable under the Agreement in euros by transfer to the bank account of Licensee. Licensee shall send an invoice to [_____] for the amount due. Payment by [_____] shall be made within thirty (30) days after receipt and acceptance by [_____] of the invoice.
- 2.6 From the start of January 1st, 2011, the royalties payable herein shall be revised annually on the basis of the Dutch CBS (Central Bureau of Statistics) inflation figures (2010= 100).

3 Royalty verification

- 3.1 Upon reasonable prior written notice [_____] shall during usual business hours permit any duly authorised representatives of Licensee, including its accountants, access to its accounts, records and other data and shall provide such information and explanations as such representatives shall reasonably require to verify the statements and reports rendered under the terms of the Agreement and compliance of [_____] with the Agreement and shall also permit such representatives to take copies of and extracts from such accounts, records and data for the purpose of verification.
- 3.2 Any such information released to Licensee under this Article shall be kept confidential by Licensee, except that Licensee shall have the right to disclose such information:
- i) to any group company upon the prior written agreement of Licensee;
 - ii) to the relevant tax authorities, for the purposes of settling its tax affairs;
 - iii) to its professional advisors and to any arbitrator or court of law in connection with any dispute or claim arising hereunder;
 - iv) in pursuance of, or to the extent that there is, a statutory or legal obligation to do so; and
 - v) where, through no act or failure to act of Licensee, any such information has entered the public domain or has been obtained from a source independent of

DRAFT FOR DISCUSSION PURPOSES ONLY

Licensee, provided that such information was not obtained by that source or its source or by Licensee in breach of the terms of the Agreement.

- 3.3 The provisions of this Article shall remain in full force and effect notwithstanding the termination of the Agreement until the settlement of all subsisting claims hereunder.

4 Infringement

- 4.1 In the event that [_____] learns that a third party is infringing the Patent(s) within the countries where the Patent(s) are protected, [_____] shall give Licensee written notice thereof, stating therein the information available to [_____] with respect to the actions of such third party.
- 4.2 Licensee shall decide how to proceed with the steps necessary to cease such infringement and how to recover any damages in connection therewith. Upon request from and at the expense of Licensee, [_____] shall provide any reasonable assistance as may be necessary in connection therewith.

5 Confidentiality

- 5.1 For the term of this Agreement Parties agree to keep confidential the existence and contents of the Agreement and shall not use them for any purpose except for the purpose of exercising or performing its rights and obligations under this agreement, and shall not disclose them to any person other than any of its officers or employees directly or indirectly concerned in the manufacture, use or sale of the Intellectual Property and/ or licensed material, or its professional advisers, provided that, prior to disclosure to any such officer, employee or professional adviser, it informs such person of the confidential nature of the information and is responsible for such person's compliance with the confidentiality obligations set out in this clause and, if necessary, shall promptly enforce such obligations either on its own motion or at the request of Licensee.
- 5.2 The confidentiality obligation shall not apply to information which:
- i) is in the public domain at the time of disclosure;
 - ii) has entered the public domain other than by breach of the Agreement;
 - iii) is lawfully known to the receiving Party prior to disclosure by the disclosing Party;
 - iv) is developed by the receiving Party independently of any disclosure by the disclosing Party;

DRAFT FOR DISCUSSION PURPOSES ONLY

- v) the parties agree in writing is not confidential or may be disclosed;
- vi) the receiving Party is required to disclose by law, court order or any governmental or

regulatory authority provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and takes into account the reasonable requests of the other Party in relation to the content of such disclosure; or
- vi) the receiving Party is required to disclose in order to comply with, or take the benefit of, the registration of this license agreement.

5.3 Licensee may use [_____]`s name for commercial or financial purposes provided that, Licensee shall submit such envisaged publication or communication to [_____] for prior written approval at [_____]s sole discretion.

6 Warranty, liability and indemnity

- 6.1 Licensee warrants that the Patent(s) are valid, and that it has the right to license the Patent(s) .
- 6.2 Licensee warrants that to the best of its knowledge the Patent(s) have been duly filed with the appropriate registration authorities and all fees relating to the registrations have been paid in full.
- 6.3 Licensee warrants that all information supplied to [_____] is to the best of its knowledge accurate and complete at the moment that this information is supplied to Licensee.
- 6.4 Licensee shall undertake all such acts and things as may be necessary to maintain and keep on foot the Patents.
- 6.6 NEITHER OF THE PARTIES AGGREGATE CUMULATIVE LIABILITY PER EVENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT DURING EACH PERIOD OF 12 (TWELVE) MONTHS STARTING ON THE EFFECTIVE DATE, WILL EXCEED THE TOTAL AMOUNT OF ROYALTY PAYMENTS PAID TO LICENSEE BY [_____] IN THAT PERIOD.
- 6.7 UNDER NO CIRCUMSTANCE SHALL EITHER OF THE PARTIES BE LIABLE TO THE OTHER FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES.

DRAFT FOR DISCUSSION PURPOSES ONLY

6.8 NEITHER PARTY SHALL RELY UPON THE LIMITATION OF LIABILITY IN CASE THE DAMAGES ARE CAUSED BY GROSS NEGLIGENCE OR FRAUD ON THE PART OF SUCH PARTY OR BREACH

6.9 EACH PARTY SHALL INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY CLAIM OR DEMAND BY THIRD PARTIES, IN RESPECT OF LIABILITY, LOSS, DAMAGE AND COSTS DIRECTLY RESULTING FROM ANY BREACH OF THE AGREEMENT AND/OR THE USE OF THE PATENT(S) BY THE FIRST PARTY OR ONE OF ITS AFFILIATES.

7 Term and termination

7.1 This Agreement is valid from [_____] to [_____].

7.2 Notwithstanding clauses 7.1, this Agreement may be terminated with immediate effect at any time upon mutual agreement of the Parties.

7.3 The Agreement may be terminated forthwith by each Party:

- i) on written notice to the other Party effective immediately if the other Party is in material breach of any term of the Agreement and has not remedied that breach within 90 (ninety) days of receipt of notice specifying such breach;
- ii) on written notice to the other Party effective immediately if the other party ceases to do business, becomes unable to pay its debts as they fall due, becomes or is deemed insolvent, has a receiver, liquidator, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business (or is the subject of a filing with any court for the appointment of any such officer), makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction and the same is not dismissed or discharged within 30 days thereafter.

7.4 Termination in accordance with this clause 7 shall be without prejudice to the rights of the parties accrued at the date of termination.

8 Applicable law and competent court

8.1 The Agreement shall be exclusively governed by Dutch law.

8.2 All disputes arising out of the Agreement and which cannot be amicably settled shall be

DRAFT FOR DISCUSSION PURPOSES ONLY

exclusively submitted to the courts of The Hague, the Netherlands.

9 Miscellaneous

- 9.1 The Agreement supersedes any previous written or non-written agreements between the Parties on the subject of the Agreement.
- 9.2 The Agreement can only be amended or modified by an agreement signed by properly authorised representatives of the Parties.
- 9.3 All notices under the Agreement shall be in writing and shall be sent by certified registered mail and facsimile transmission to:
- 9.4 If any provision of the Agreement and/or the Annexes attached thereto becomes invalid, illegal or unenforceable in any respect under any law, the Parties shall consult with each other in good faith, in order to replace any such provision as aforesaid by a mutually acceptable provision which is valid, legal and enforceable and the validity, legality and the enforceability of the remaining provisions shall not in any way be affected or impaired.
- 9.5 Other than as stated herein, neither Party shall assign or transfer the Agreement or any part of its rights and obligations hereunder without the prior written consent of the other Party.

Thus agreed and signed in duplicate by an authorised signatory on behalf of each Party, each Party acknowledging to have a copy, at [_____] on [____], 20[____],

[_____]B.V.

By:[_____]

Title:[_____]

[_____]

By: [_____]

Title: [_____]