

MATERIAL TRANSFER AGREEMENT

BACTERIAL STRAINS

In order for SSI Diagnostica A/S, which is located at Herredsvejen 2, 3400 Hillerød, Denmark ("SD") to accept your request for the supply of bacterial strains, you must first accept, sign, and return by e-mail or fax a copy of this Material Transfer Agreement (the "MTA").

"Supply Material" in the following shall in addition to the material actually delivered to you mean all progeny and derivatives hereof. This MTA comprises all terms and conditions involving the sale, delivery and use of the Supply Material, and shall be binding upon you and upon the institution/company with which you are affiliated academically or through employment. By signing below you confirm that you are authorized to sign such an agreement on behalf of your institution/company, respectively, and that your institution/company is also liable for your actions.

SSI Diagnostica A/S (SD) grants your institution/company a non-exclusive right to use the Supply Material for the sole purpose of laboratory validation and quality control, and for no human in-vivo use. The Supply Material is being transferred to you in furtherance of, and subject to, the unconditional acceptance of this MTA, and without any warranty from SD whatsoever, including for MERCHANTABILITY or FITNESS OR USE FOR A PARTICULAR PURPOSE. The results of the laboratory validation and quality control may only be used by your institution/company. Any use of the Supply Material involving a third party is subject to SD's prior written consent. The Supply Material may not be chemically analysed or copied or reproduced in whole or in part without SD's prior written consent.

In the event that the laboratory validation and quality control with the Supplied Material results in improvements, inventions or discoveries, or any other results, directly relating to the Supply Material, that may be commercialized ("commercial results"), including new uses of the Supply Material, whether patentable or not, that improvement, invention, discovery or commercial results shall belong exclusively to SD. All related information must immediately be communicated to SD in a comprehensive description, and you and your institution/company must immediately assign and transfer completely and irrevocably to SD all rights, interests and title to any such improvement, invention, discovery or commercial results.

Your institution/company shall be free to publish or otherwise publicize the results of the laboratory validation and quality control performed with the Supply Material under this MTA, provided that, at least 60 (sixty) days before any intended publication or other publicizing of said results, SD has received a final draft of the publication or the comprehensive description noted above, in order that SD can, prior to the results being made public, obtain patent protection for its intellectual property rights, or, in extraordinary cases, remove from the information to be made public specific non-patentable confidential information belonging to SD.

This MTA is unassignable and is granted solely to your institution/company as recipients of the Supply Material, and access to the Supply Material must be limited solely to those officers, employees and students of your institution/company who need access thereto in order to perform the research activity. You and/or your institution/company must inform each such officer, employee and student of the provisions of this MTA, and your institution/company agrees to ensure that all of them shall be bound at all times to comply by the

provisions of this MTA.

This MTA remains in effect during the entire time that you and/or your institution/company uses the Supply Material in any way. You may terminate this MTA at any time by destroying the Supply Material in your control and confirming this to SD in writing. However, the ownership rights granted to SD, and the restrictions on use of the Supply Material, as well as the confidentiality and transfer of rights obligations applying to you and your institution/company, as specified in this MTA, remain valid after termination or expiration for any reason whatsoever.

Without otherwise affecting each party's rights to compensation for breach by the other party of this MTA, you and your institution/company will be liable to SD for all losses, damages, claims, costs and fees ("claims") arising from or related to any breach of this MTA or negligent act by your institution/company. SD shall be liable for injury arising from or related to the Supply Materials under relevant product liability laws and for SD's own gross negligence, but shall not be liable for claims arising from or related to any misuse or improper use of the Supply Material by you or your institution/company as regards SD's instructions or ordinary research practices.

This MTA shall be governed exclusively by the laws of Denmark. Further, this MTA expressly supersedes and replaces any purchase or other standard conditions provided by your institution/company as regards the purchase of the Supply Materials. Disputes arising out of or in connection with this MTA, including any questions regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the "Rules of Procedure of the Danish Institute of Arbitration" (Danish Arbitration) which rules are incorporated by reference into this MTA. In addition to the arbitration proceedings a party shall have the right to enforce or preserve its rights according to this MTA by injunction, order for specific performance or other equitable remedy in any court of competent jurisdiction.

Hereby we accept of the terms and conditions stated in this MTA.

Date_____

Last Name_____ First Name_____

Address_____

City_____ Postal Code_____ Country_____

Phone_____ Fax_____ E-mail_____

Authorized Signature _____

Please fill out and return by air mail, email or fax to:

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3400 Hillerød,
Denmark

Fax: +45 4829 9179

Mail: info@ssidiagnostica.com