

MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement is made by and between:

1. NAME, a corporation with its corporate seat at ADDRESS, duly authorized represented by NAME, President, hereinafter referred to as "XX",

And

2. NAME, a corporation with its corporate seat at ADDRESS, duly authorized represented by NAME, President, hereinafter referred to as "YY",

The parties hereinafter individually also referred to as "Party" and collectively as "Parties";

WHEREAS XX is the owner of and has proprietary rights to DESCRIPTION (hereinafter referred to as: "Material") and information related thereto such as but not limited to the structure, function and production methods of said materials (hereinafter referred to as: "Information") and has the rights to provide samples of the Material to YY.

WHEREAS YY desires to obtain from XX such Material to be used to incorporate and evaluate DESCRIPTION of the Material, specifically DESCRIPTION (hereinafter referred to as: "Evaluation"), to DESCRIPTION (hereinafter referred to as: "Results").

NOW THEREFORE, XX is willing to make available to YY sample Material for the aforesaid purpose subject to the following terms and conditions:

1. Ownership. XX retains all rights and title in and to the Material and Information and its applications. Nothing contained within this Agreement shall restrict XX's rights to use or distribute the Material and Information to other commercial or noncommercial entities.
2. Use. YY agrees that the Material and Information shall be used only by YY and/or its affiliated companies and only for purposes of the Evaluation of the Material's properties. which in any event shall not include the right for YY submit any patent application related to or based on the Material and/or Information.
3. Non-Analysis. YY agrees not to make or have made any analysis of the chemical composition of the Materials without the prior written permission of XX, nor reverse engineer such Materials.
4. Distribution and Control. YY agrees not to transfer or disclose the Material or Information or Results in whole or in part and in any form whatsoever, to any third party without the prior written permission of XX. In addition, YY

guarantees that it has informed its affiliates about the obligations and restrictions mentioned in this Agreement.

5. Reporting. YY will share all detail information regarding Evaluation and Results, e.g. measurement data, measurement conditions, detail configuration of equipment's, etc. YY shall not publish any results from YY's Evaluation and any other use of the Material without the prior written permission of XX.
6. Confidentiality. YY agrees to use only in connection with the Evaluation described in article 2 and to hold in confidence and not disclose or transfer without prior written consent of XX in any manner the Material, Results, or Information received from XX under this Agreement.
7. No Transfer Rights. No right of license is granted under this Agreement by either party to the other either expressly or by implication, except those specifically set forth herein. It is understood that any and all proprietary rights, including but not limited to patent rights, trademarks and trade secret rights, in and to the Material, Information, Results, and its applications shall be and remain in XX, subject to the right granted herein.
8. Intellectual Property Rights. YY acknowledges that, all intellectual property rights and related rights regarding the Material, the Information vest in XX or XX's licensors. YY will not claim or pretend any right regarding the Material, and/or the Information, and/or Results, apart from the rights explicitly granted under this agreement. Subject to the foregoing, nothing contained within this Agreement shall restrict XX's rights to use the Material, Information, and Results, provided to YY, including but not limited to distribution to other commercial or noncommercial entities and use by these entities for their respective commercial purposes.
9. Return of Material. Within thirty (30) days of receipt by YY of a written request from XX setting forth the Information and Materials to be returned, YY shall return or destroy the Information and all copies it may possess and destroy or return any remaining Material.
10. Warranty. YY acknowledges that the Material is experimental in nature and may have hazardous properties. XX makes no representations and extends no warranties of any kind, either express or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the material will not infringe any patent, copyright, trademark, or other property or proprietary rights.
11. Liability; Parties shall not be liable for any use of the Material by YY or by others, To the extent and in the manner provided for by applicable law, YY shall be liable for all damages that may arise from its use, storage, or disposal of the Material.

12. Termination. This Agreement shall be effective as of the date of the last signature as written below. This Agreement shall be terminable by either party hereto on thirty (30) days prior written notice and shall automatically expire two (2) year from the effective date.
13. Assignment/Entire Agreement. This Agreement may not be assigned to any third-party by either party without the prior written consent of the other.
14. Applicable law/competent Court. This Agreement is governed by the laws of the Netherlands. In case of a dispute the Court **NAME** will be competent.
15. Counterparts. This Agreement may be signed in one or more counterparts (including faxed or electronic portable document format (pdf) copies), each of which shall be deemed one and the same original.

IN WITNESS WHEREOF, YY and XX have caused this Agreement to be executed by their respective duly authorized representatives. This Agreement shall be effective as of the date last set forth below.

Agreed:

YY

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XX

By:

By:

Title:

Title:

Date:

Date:

Signature:

Signature: