

**AGREEMENT CONCERNING THE USE AND DISTRIBUTION
OF
BIOLOGICAL RESOURCES**

Non-Academic Entity

The materials listed below, or any portion thereof, (the "Materials") are made available to the named company (the "Company"), subject to the following conditions. Please note that Geneservice Ltd is willing to provide the Materials only on the following terms and conditions:

1. **Use** - The Materials provided are for research use only by the Company at the address specified below. The Company may not sell, lend, distribute to any third party or otherwise transfer any of the Materials to any third party. Use of the Materials, directly or indirectly, other than for research purposes is not permitted. This requirement is not intended to inhibit patenting or commercial exploitation of results obtained from use of Materials which results do not incorporate any part of the Materials.
2. **Acknowledgement** - Any publications arising from the use of the Materials must acknowledge support received from Geneservice Ltd and refer to the Netherlands Cancer Institute ("NKI") as the originator of the Materials where this accords with editorial policy.
3. **Liability** - Geneservice Ltd will use reasonable care in the provision of Materials. Except as expressly provided in this agreement, there are no representations or warranties by Geneservice Ltd or its contributors with respect to the Materials whether express or implied. Materials obtained from the Geneservice Ltd must not be used in humans or for clinical or therapeutic use or for clinical diagnostic purposes and the Company shall ensure that any use of the Materials is undertaken in accordance with all applicable laws and regulations and with appropriate precautions in place to minimize the risk of any harm to persons or property. If Geneservice Ltd, at its discretion, provides any technical assistance and/or information with respect to the Materials as well as other products and procedures associated with use of the Materials, then such assistance and information is provided without any warranties of any kind, express or implied. It is the Company's responsibility to assess the technical assistance and information in consideration of the use, selection, application or suitability of the Materials. Geneservice Ltd, Cancer Research Technology Limited ("CRT"), the licensor of the Materials and NKI and their respective employees and agents, assume no responsibility or liability for direct, indirect and/or consequential loss, damage or injury, and the Company agrees to indemnify each of them from and against any liability or claim arising either directly or indirectly from the receipt, handling, storage, disposal use and/or mis-use of the Materials.

4. **Patents** - The Materials are the subject of patent application US 60/812600. In the event that the Institution or any affiliated entity seeks to challenge the validity of such rights, this agreement shall terminate.
5. **Law** - These Terms and Conditions will be governed by and construed in accordance with the laws of England and the User and Company hereby submit to the exclusive jurisdiction of the English courts.

Please note that all orders for Materials are also subject to the terms and conditions set out on our Order Page.

Agreed on behalf of the Company

Typed or printed name and position	Date	Signature
.....

Full Name and Address of Company
.....
.....

The Materials

Agreed on behalf of Geneservice Limited

Typed or printed name and position	Date	Signature
.....