



PARTICIPATION IN THE ROYAL GD PROFICIENCY TESTING SCHEMES

Parties:

.....
registered and having its office in, USA/Canada,
hereinafter further referred to as '**Participant**'.

and

Gezondheidsdienst voor Dieren B.V., a corporation with limited liability organized and existing under the laws of the Netherlands and having its principal place of business located at Arnsbergstraat 7, 7418 EZ Deventer, the Netherlands, hereby duly represented by its CEO, prof. dr. Y.H. Schukken, hereinafter referred to as '**Royal GD**'.

Participant and Royal GD hereinafter each a "**Party**" and collectively the "**Parties**";

Whereas:

- Royal GD frequently organizes proficiency schemes ('**PTS/ring trials**');
- the used material of a PTS is a set of inactivated sera;
- Participant wants to participate in the PTS that are organized by Royal GD;
- Participant can be a participator in the PTS of Royal GD under the next conditions ('**Agreement**');

Now therefore Parties have agreed as followed:

1) Royal GD will send inactivated sera (hereinafter further referred to as '**Material**') to Participant for the participation of the PTS. Participant will only use the Material for the PTS and will not supply the Material to any third party. After use of the sera for the PTS, Participant will destroy the remaining Material immediately.

2) IN NO EVENT WILL ROYAL GD BE LIABLE TO THE PARTICIPANT FOR ANY SPECIAL,

INCIDENTIAL, PUNITIVE OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE MATERIALS, HOWEVER CAUSED.

3) Participant indemnifies Royal GD against any claim from third parties (including but not limited to employees of Participant) whether in contract, tort or otherwise in relation with this Agreement, including but not limited to the materials.

4) Prior to sending any samples Participant will arrange all necessary permits and permissions, including, but not limited to, relevant import permits and permissions, and will ensure full compliance with applicable USA/Canadian law. A copy of this permit will be sent to ROYAL GD before the sending of the samples. Royal GD will use reasonable endeavours to fulfil the specifications as mentioned in the import permit. If Royal GD cannot fulfil all the mentioned specifications the participation of the PTS will be cancelled. Royal GD will not be liable in whether in contract, tort or otherwise in relation with any damage that Participant has suffered or will suffer because of the cancellation of the participation of the PTS.

5) This Agreement and any activities in connection with the PTS will be governed exclusively by the laws of the Netherlands.

6) Any dispute in connection with this Agreement and/or with the PTS shall be exclusively settled through arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of one arbitrator. The place of arbitration shall be Amsterdam, the Netherlands. The arbitral procedure shall be conducted in the English language.

7) The general terms and conditions Diagnostics & Proficiency testing schemes of Royal GD are applicable to this Agreement. In the event of any controversy between this Agreement and the general terms and conditions Diagnostics & Proficiency testing schemes of Royal GD, the provision of this Agreement shall supersede the conflicting part of the provision of the general terms and conditions.

8) This Agreement shall come into full force and effect from date that both Parties have signed it for an indefinite period of time. Both Parties can terminate this Agreement at any time by means of a written letter to the other Party with a period of notice of three (3) months. After termination of this Agreement, the articles 2, 3, 5, 6, 7 and 8 will remain valid for an indefinite period of time.

As agreed and signed in duplicate.

Royal GD

Participant

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prof. dr. Y.H. Schukken

Name and title:

CEO

.....

.....

date

date