Legal Agreement (version June 2021)

The Applicant(s) and co-Applicant(s), principal investigators, represent(s) as follows and acknowledges that if IBB biobank agrees to supply the Materials to the Applicant, such representations shall become terms of the contract with IBB:

1. The Applicant shall use a courier with suitable skill and experience to safely transport the Materials in accordance with all applicable laws including General Data Protection Regulation (GDPR). The Applicant Institution will bear the cost of carriage and any necessary insurance. (€)
2. The Materials are provided subject to the reimbursement by the Applicant Institution to IBB for its costs – as specified elsewhere in the HMTA – of biobanking, extracting from storage and preparing the Materials. Risk in and responsibility for the Materials shall pass to the Applicant Institution once it is loaded onto transport as organized by the Applicant Institution. The Applicant shall provide IBB with written confirmation of the safe receipt of the Materials promptly after their delivery to the Applicant Institution's laboratory. (€)
3. The Materials will be used in accordance with the laws and regulations of the country and locality where the Study is to be performed, and in accordance with all applicable guidelines and ethical principles. The Applicant(s) and co-Applicant(s) have adequate training and facilities to study the Materials and will directly supervise the Study. The Applicant(s) and co-Applicant(s) Institution(s) will use the Materials in accordance with good laboratory practice standards, all due skill and care and with dignity, sensitivity, and respect.
4. Restrictions on use. The Applicant(s) and co-Applicant(s) agree(s) (i) to use the Materials only for the Study, (ii) to restrict the analysis and/or modification of the Materials solely to that needed to carry out the Study, and (iii) that the Materials may not be used in humans or for any diagnostic or therapeutic purposes. The Applicant(s) and co-Applicant(s) will not use the Materials (i) for any commercial purposes, including commercial screening, (ii) for sale or otherwise transferring Materials to a third party, (iii) to generate scientific data or information that is directly or indirectly conveyed to any third party against compensation, or (iv) in research that is subject to consulting, licensing, or similar obligations to commercial entities.
5. The Materials will not be used, analyzed, or modified other than necessary for the purpose of the Studies.
6. The Materials will not be transferred or made available to any individual not under the supervision and control of the Applicant(s) and co-Applicant(s) without the prior consent in writing of IBB.

7. Approvals and licenses. IBB warrants that the Materials have been collected and is transferred in compliance with all applicable statutes and regulations, such as, without limitation, those involving human tissue samples and General Data Protection Regulation (GDPR), and that (i) the explicit consent provided by the donors of the Materials (or, in the absence of such explicit consent, a presumed consent or ethical approval) allows for the use of the Materials for the Study, and (ii) if the Study implies a secondary use of the Materials, a valid ethical approval covers such use. The Applicant(s) and co-Applicant(s) represent(s) that all other regulatory and ethical approvals and licenses that are needed for the use of the Materials in the Study have been obtained. The Applicant(s) and co-Applicant(s) will comply with all laws, regulations, and guidelines applicable to the handling, use, storage and/or destruction of the Materials.
8. All unpublished information provided by IBB with respect to the Materials within the scope and purpose of the Study and which is (i) disclosed in tangible form and marked "Confidential" or "Proprietary" or similarly marked by IBB before disclosure to the Applicant(s) and co-Applicant(s); or (ii) disclosed in intangible form such as electronically, orally or by visual inspection, identified as confidential at the time of disclosure and summarized in writing by IBB within thirty (30) days of disclosure ("Confidential Information") will be held strictly confidential and will not be disclosed to any third party, except to its own employees who have a reasonable need to know the Confidential Information for the Study and who shall be bound by confidentiality obligations at least as stringent as the one provided for in this Human Materials Transfer Agreement (HMTA), unless it needs to be disclosed by law or court order. In this case IBB will be informed to the extent legally permissible or reasonably practicable prior to disclosure by the Applicant(s) and co-Applicant(s)so that IBB may seek a protective order or other remedy. In any event, the Applicant(s) and co-Applicant(s) shall disclose only that portion of the Confidential Information that is legally required to be disclosed and will exercise reasonable efforts to ensure that any information so disclosed will be accorded confidential treatment by the court or administrative agency through protective orders, filings under seal and other appropriate means. However, Confidential Information shall not include any information of which can be shown by written evidence that (i) at the time of first disclosure the Confidential Information was already in the possession of the the Applicant(s) and co-Applicant(s), or (ii) the Confidential Information is or becomes part of the public domain, through no breach of this HMTA by the the Applicant(s) and co-Applicant(s) (iii) the Confidential Information has been received from a third party which did not acquire it directly or indirectly from IBB or any of its Affiliates (iv)is subsequently independently developed by the the Applicant(s) and co-Applicant(s), without use of IBB's Confidential Information; or (v) is approved for release by prior written authorization of IBB.

9. The Studies will be conducted under the Applicant's) and co-Applicant's exclusive responsibility and IBB will not be liable for any consequences thereof. The Materials are to be used and handled with caution and prudence in any experimental work, since not all characteristics of the Materials are necessarily known. The Applicant(s) and co-Applicant(s) Institution(s) understands that the Materials may have hazardous properties, contain infectious agents, or pose other health and safety risks. The Applicant(s) and co-Applicant(s) assume(s) all liability for duly evidenced damages which may arise from its use, storage, or disposal of the Materials. IBB will not be liable to the Applicant(s) and co-Applicant(s) for any loss, claim or demand made by the Applicant(s) and co-Applicant(s) or made against the Applicant(s) and co-Applicant(s) by any other party, due to or arising from the use, storage, or disposal of the Materials by the Applicant(s) and co-Applicant(s). IBB shall not be liable for any damages resulting from the use, application, storage, or disposal/destruction of the Materials by the Applicant(s) and co-Applicant(s), except to the extent such damage result directly from IBB's gross negligence or willful misconduct.
10. The Materials are supplied to the Applicant with no warranties, express or implied, or merchantability or fitness for a particular purpose or otherwise. IBB does not represent or warrant that the use of the Materials will not infringe or violate any patent or proprietary rights of third parties.
11. The HMTA is governed by, and construed in accordance with the laws of Belgium, except as they relate to the conflict of laws. All disputes between the Parties in connection to this HMTA shall first be discussed in good faith between the Parties to try to find an amicable solution. If no solution can be found to settle the dispute within forty-five (45) days after giving notice of the dispute to the other Party, then the Parties will refer the matter to their higher management (executive level: CEO, President, Rector,….) who are at least authorized representatives for the Parties and who will meet and negotiate in good faith in an effort to resolve the dispute within thirty (30) calendar days after the referral. If the matter has not been resolved within such period, each Party is entitled to submit the dispute to the sole competent courts of Antwerp, Belgium, without restricting any right of appeal.
12. The HMTA is effective when signed by all Parties and terminates on completion of the Applicant's and co-Applicant's research with the Materials as described in the section Study Design and Studies performed by the Applicant(s) and co-Applicant(s).
13. Transferred Materials that will not be used by the Applicant(s) and co-Applicant(s) must be listed in detail and returned to the IBB biobank after completing the studies at the cost of the Applicant. (€)
14. Acknowledgment. In all oral presentations, written publications or press releases relating to the use of the Materials, the Applicant and co-Applicants will

acknowledge IBB's contribution of the Materials. In the Methods' and Acknowledgments' section of the article: report the use of "NeuroBiobank of the Born-Bunge Institute (IBB-Neurobiobank), Wilrijk (Antwerp), Belgium; ID: BB190113". If relevant, specify the number of samples and type of biospecimens.

15. Enrichment. Upon written request of IBB, the acquired information/data following the analyses on the samples from the NBB-IBB shall be shared, in confidence with IBB by the Applicant(s) and co-Applicant(s) for the purpose of internal scientific noncommercial research of the NeuroBiobank only.

€. COSTS AND REIMBURSMENTS: If more than one Applicant is named in the HMTA, Applicant(s) and co-Applicant(s), principal investigators, must mutually agree on how the costs will be settled and make this known to IBB prior to the transfer of the Materials - neurobiobank@uantwerpen.be