**ANNEX 4 TO TC AGREEMENT**

**POWER OF ATTORNEY**

**Under Section 3:60 et seq. of the Dutch Civil Code**

The undersigned, in his/her capacity of [*function*] at [*name of Project Partner*] ("**Principal**") and entitled in that capacity to represent the Principal and to sign this Power of Attorney on behalf of the Principal, hereby grants a Power of Attorney on behalf of the Principal to Biotech Booster B.V. ("**Agent**") as follows;

**Whereas:**

1. The Principal and the Agent are Parties to the TC Agreement regarding Biotech Booster Program ("the **Agreement"**);
2. The Principal, as Project Partner, wishes to submit a Level 2 Grant Application;
3. With a view to a good and fast valorisation of the Results of the Project in the Scale-Out phase of the Project, the Agreement provides that the Project Partner, when submitting the pitch for admission to Level 2 as referred to in article 10.1 of the Agreement, will grant a power of attorney to the Agent to conduct negotiations with potential Scale-Out Partners on behalf of the Project Partner and to grant an exclusive or non-exclusive license to Scale-Out Partners in respect of the Results (including any IPR created or to be created in respect of the Results) whether or not in combination with a non-exclusive license under the Background of the Project Partner (including any IPR created in respect of the Results), to the extent Necessary for the exploitation of the Results in the Field and all of the above on market-based terms and conditions, in adherence with state aid regulations and antitrust regulations and subject to the provisions of the Agreement;
4. All the definitions used in this Power of Attorney shall have the same meanings as given thereto in the Agreement, unless they are expressly departed from in this Power of Attorney;

**Hereby grants the following Power of Attorney to the Agent:**

1. To negotiate on a Transaction on behalf of the Principal with potential Scale-Out Partners, to conclude a Transaction and to do all such things (including, but without limitation, signing documents) as are necessary or desirable in the reasonable opinion of the Agent to prepare or execute a Transaction.
2. More specifically, this means that a Power of Attorney is given to the Agent to grant:
   1. exclusive or non-exclusive licenses (whether globally or otherwise) in respect of the Results (and IPR in such Results) to the Scale-Out Partner and/or (but only if the Principal gives it prior written consent thereto in accordance with Section 9.13 of the Agreement) a sale and transfer of the ownership of the Results to the Scale-Out Partner; and
   2. a non-exclusive license to the Scale-Out Partner in respect of Background (and IPR in such Background), to the extent Necessary for the exploitation of such Results within the Field.

The Background will have been set out in the Grant Application. For the avoidance of doubt: the Background shall remain the property of the Principal at all times and the Power of Attorney only concerns the grant of a non-exclusive licence in respect of the Background to the Scale-Out Partner, to the extent Necessary for the exploitation of the Results in the Field.

1. “Field” means [●].
2. "**Bona Fide Third Party**" means that the Scale-Out Partner (i) is solvent; and (ii) adheres to the Principal’s Ethical Standards, which means that the Scale-Out Partner (a) is not directly or indirectly affiliated with the tobacco or arms industry, (b) acts in compliance with the Dutch, US, EU and UN embargoes and trade sanctions that are legally enforceable in the Netherlands; and (c) [●];
3. This Power of Attorney is granted on the following explicit conditions (which conditions are also laid down in article 10.3 of the Agreement), which must be recorded in writing and agreed upon with the Scale-Out Partner with regard to every Transaction:
   * 1. A provision stating that the Principal remains entitled at all times to make use of:

* its Background, for all purposes (subject however to the notification procedure set out in Articles 9.2 and 9.5 of the Agreement); and
* its Results, for Academic Purposes only.
  + 1. The granted license is limited, as far the Principal’s Background is concerned, to the Field;
    2. That the Scale-Out Partner is and remains a Bona Fide Third Party as recorded in Section 4.
    3. A provision stating that the Scale-Out Partner will endeavour to exploit the Results with due observance of the Ten Principles for Socially Responsible Licensing.
    4. A provision stating that the Principal remains entitled to publish the Results on terms and conditions that are substantially similar to those recorded in article 13 of the Agreement.
    5. An anti-shelving clause stating that the Scale-Out Partner must use commercially reasonable diligent efforts to develop, obtain registration for and market the Results and products based on the Results, which may (but would not necessarily) include timelines, minimum sales or other diligence requirements.
    6. A provision stating that the license will end in the event of any material breach by the Scale-Out Partner to meet its contractual obligations and/or bankruptcy of the Scale-Out Partner.
    7. A provision stating that if the Scale-Out Partner decides to abandon or allow to lapse IPR in Results, the IPR concerned will revert to the Principal (and will no longer be covered by the granted license) or (if the Results were sold) the IPR concerned will be sold back to the Principal at no higher price than the original Transaction.
    8. A provision stating that if the IPR on Results is challenged or if third parties would infringe such IPR, the Scale-Out Partner has, in close consultation with the Principal and Agent, the first right to defend or enforce such IPR but that in absence of doing so, the Agent has, in consultation with the Principal, the right to assume such defence or enforcement at Agent’s expense (and keep the awards). The costs incurred by Agent in doing so are considered Costs and any awards are deemed Revenues for the purpose of this Agreement.
    9. A customary non-disclosure provision (substantially similar to article 12 of the Agreement).
    10. A disclaimer in respect of Results and Background as recorded in article 14.4 of the Agreement.
    11. A provision stating that the Scale-Out Partner adheres to all applicable regulatory legislation, including but not limited to (if applicable) the General Data Protection Regulation, Nagoya Protocol, Access Benefit Sharing (ABS) regulations and treaties, the Medical Device Regulation (MDR), the General Food Law Regulation, the In-Vitro Device Regulation (IVDR), the Directive on Medicinal Products, the Act on security screening of investments, mergers and acquisitions (in Dutch: Wet Veiligheidstoets investeringen, fusies en overnames, “Vifo Act”), and their succession legislation;
    12. A provision stating that the Scale-Out Partner will indemnify the Principal from and against any third-party claims for damages resulting from the use of the Results and the Background.
    13. The terms and conditions set out in article 10 of the Agreement shall apply in full.

1. Under the Power of Attorney, the Agent is entitled to receive and collect all Revenue to be Divided generated with the Scale-Out from the Scale-Out Partner, with due observance of article 11 of the Agreement.
2. Prior to the conclusion of the Transaction, the Agent shall enable the Principal to check whether the Transaction is within the boundaries of this Power of Attorney.
3. If, in the context of a Transaction, the signature of the Principal or Project Persons who are involved in a Project on behalf of the Principal is required, the Principal shall place that signature as soon as possible or ensure that those signatures are placed as soon as possible respectively. The same applies to the authentication of the signature of the Principal or Project Persons that may be required.
4. The Power of Attorney is granted for a limited period of three (3) years after completion of the Project at Level 2 and can during that term not be terminated or revoked by the Principal.
5. The Power of Attorney shall terminate automatically on the earlier to occur of: (i) upon expiration of the term set out under Section 9 above, (ii) if the Project is not admitted to Level 2 in accordance with article 4.2 of the Agreement; (iii) in the event of the bankruptcy of the Principal; or (iv) in the event of the bankruptcy of the Agent;.
6. The Power of Attorney may be terminated by the Agent at any time.
7. The Power of Attorney is given on an exclusive basis (“*privatief*”).
8. The Agent may only act as counterparty of the Principal, if the substance of the legal act to be performed has been so accurately determined that a conflict between the interests of both parties is excluded.
9. The Agent may show this Power of Attorney to potential Scale-Out Partners.

On behalf of [name of Principal/Project Partner]

Name: [..]

Position: [..]

Place: [..]

Date: [..]