BIOSAMPLES USE AGREEMENT

THE RECEIPT AND USE OF THE BIOSAMPLES AND RELATED INFORMATION DESCRIBED IN THIS BIOSAMPLES USE AGREEMENT (THIS "AGREEMENT") FROM CHDI FOUNDATION, INC. REQUIRES THAT THE PARTY REQUESTING SUCH BIOSAMPLES AND RELATED INFORMATION AGREES TO THE TERMS AND CONDITIONS OF USE SET FORTH IN THIS BIOSAMPLES USE AGREEMENT.

The mission of CHDI Foundation, Inc. ("CHDI") is to facilitate and enable the development of therapeutics that will substantially improve the lives of individuals affected by Huntington's disease ("HD") as quickly as possible.

In furtherance of that mission, CHDI supports the conduct of clinical studies.

One of CHDI's objectives for supporting the conduct of clinical studies is to make biological materials collected from the research participants in such studies (the "Biosamples") available to the research community for research purposes.

The undersigned (the "Recipient") desires to obtain certain Biosamples from CHDI to enable the Recipient's researcher identified on the signature page of this Agreement (the "Recipient Researcher") to perform research that furthers the development of treatments of HD or other disorders and biomedical research.

CHDI is willing to make such Biosamples available to the Recipient to enable the Recipient Researcher to perform such research.

This Agreement sets forth certain terms and conditions to govern the transfer of certain materials to the Recipient and the use of such materials by the Recipient.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Recipient agrees as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meanings set forth below:

   (a) "Material" means the Original Materials, Progeny and Unmodified Derivatives. The Material shall not include: (i) Modifications or (ii) other substances created by the Recipient through the use of the Material which are not Modifications, Progeny or Unmodified Derivatives.

   (b) "Material-Related Information" means any information related to the Material provided to, or obtained by, the Recipient, including clinical data

related to the Material. For the avoidance of any doubt, Material-Information does not include Research Results.

(c) "Modifications" means substances created by the Recipient which contain/incorporate the Material.

(d) "Original Materials" means those Biosamples that are specified on Schedule 1.

(e) "Progeny" means unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.

(f) "Research" means any activity that furthers the development of treatments of HD or other disorders and biomedical research other than (i) the manufacture or distribution of any product or service for sale or (ii) the sale of any product or service. For the avoidance of doubt, Research shall not include any right to (A) manufacture or distribute any product or service for sale or (B) sell any product or service.

(g) "Research Collaborators" means those fee-for-service laboratories providing services to the Recipient to enable the Recipient to conduct Research directed and overseen by the Recipient Researcher.

(h) "Research Results" means all data, formulae, outcomes or other results produced in the course of the Recipient's or a Research Collaborator's conduct of the Research using the Material or any Modification.

(i) "Unmodified Derivatives" means substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Materials. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Original Materials, proteins expressed by DNA/RNA, or monoclonal antibodies secreted by a hybridoma cell line.

2. Provision of Original Materials and Material-Related Information. Within a reasonable period of time following the execution of this Agreement by the Recipient, CHDI shall use reasonable efforts to provide the requested Original Materials and, as applicable, Material-Related Information to the Recipient at the address specified by the Recipient. The Original Materials are provided subject to the payment of a shipping and handling fee by the Recipient (the "Sample Shipping and Handling Fee") in the amount set forth on Schedule 1 which is the Foundation's reasonable direct costs associated with so providing such Original Materials. The Sample Shipping and Handling Fee will be billed to the Recipient by BioRep s.r.l. ("Biorep"), the Foundation's biorepository, at the time Biorep ships the Original Materials to the Recipient. The Recipient agrees to remit the

Sample Shipping and Handling Fee invoiced by Biorep to Biorep in accordance with the payment terms set forth in such invoice.

3. Acknowledgement of the Recipient of Nature of the Original Materials and Material-Related Information. The Recipient acknowledges that CHDI, as an organization supporting the studies during which the Original Materials and Material-Related Information were collected, has an obligation to safeguard the identity of the study research participants from which the Original Materials and Material-Related Information were collected.

4. No Warranties. THE MATERIALS ARE UNDERSTOOD TO BE EXPERIMENTAL IN NATURE AND MAY HAVE HAZARDOUS OR INFECTIOUS PROPERTIES. THE MATERIALS AND MATERIAL-RELATED INFORMATION ARE PROVIDED "AS-IS" AND CHDI MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL OR MATERIAL-RELATED INFORMATION WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT. IN NO CASE WILL CHDI BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR ANY LOST PROFITS OR LOST REVENUES DUE TO, OR ARISING FROM, THE RECIPIENT'S USE, STORAGE OR DISPOSAL OF THE MATERIAL OR MATERIAL-RELATED INFORMATION.

5. Ownership.

   (a) Ownership of the Material and Material-Related Information. As between CHDI and the Recipient, CHDI retains ownership of the Material (including any Material contained or incorporated in any Modification) and the Material-Related Information.

   (b) Ownership of Modifications, Other Substances and Research Results. As between CHDI and the Recipient, the Recipient retains ownership of: (i) Modifications (except that CHDI retains ownership rights to the Material included therein), (ii) those substances created through the use of the Material or Modifications, but which are not Modifications, Progeny or Unmodified Derivatives (i.e., do not contain the Original Materials, Progeny or Unmodified Derivatives) and (iii) the Research Results (except that CHDI retains ownership rights to the Material-Related Information included therein).

6. Non-Exclusive License; No Implied License Rights.

(a) Non-Exclusive License. CHDI grants to the Recipient a non-exclusive, non-transferable, non-assignable, paid-up license throughout the world to (i) replicate the Material and (ii) use the Material and Material-Related Information for the sole purpose of conducting Research that is directed and overseen by the Recipient Researcher. CHDI further grants to the Recipient the right to sublicense the rights granted to the Recipient pursuant to this Section 6(a) to one or more Recipient Collaborators; provided, that, each such Recipient Collaborator shall not be permitted to (A) further sublicense such sublicense rights or (B) transfer the Materials to any third party.

(b) No Implied License Rights. Except as expressly provided in this Agreement, the Recipient acknowledges and agrees that no express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights of CHDI or any other third party, including any altered forms of the Material made by CHDI or any other third party. In particular, the Recipient acknowledges and agrees that no express or implied licenses or other rights are provided to use the Material, Material-Related Information, Modifications or any related patents, patent applications, trade secrets or other proprietary rights of CHDI or any other third party for any purpose other than Research.

7. Use of the Material and Material-Related Information.

(a) Use of the Material and Material-Related Information by the Recipient. The Recipient agrees:

(i) to use the Material (including any Material contained or incorporated in any Modification) and Material-Related Information for the sole purpose of conducting Research that is directed and overseen by the Recipient Researcher; and

(ii) to use (A) the Material and all substances created by the Recipient through the use of the Material (including any Material contained or incorporated in any Modification) and (B) the Material-Related Information in compliance with all applicable federal, state, local, international, health authority and institutional laws, rules, regulations, orders and guidelines; and

(iii) to maintain, store and treat the Material and Material-Related Information in the same manner, and with the same level of care (but in no event less than a reasonable level of care), as the Recipient would maintain, store and treat its own proprietary or confidential materials and information to prevent their unauthorized transfer, disclosure or publication, as applicable;

(iv) not to use (A) the Material (including any Material contained or incorporated in any Modification) or (B) the Material-Related Information to attempt to determine, or determine, the identity of any of the study research participants from which the Original Materials were collected; and

(v) not to use the Material (including any Material contained or incorporated in any Modification) in human subjects, in clinical trials or for diagnostic purposes involving human subjects; and

(vi) subject to, and except as expressly permitted by, this Agreement or otherwise expressly consented to in writing by CHDI, not to (A) transfer the Material (including any Material contained or incorporated in any Modification) to any third party or (B) transfer or disclose to any third party; and

(vii) subject to, and except as expressly permitted by, this Agreement or otherwise expressly consented to in writing by CHDI, not to publish the Material-Related Information (including any Material-Related Information contained or incorporated in any Research Results); and

(viii) to, upon the written request of CHDI, immediately and appropriately destroy or discard the Material and any Modifications and any Material-Related Information of any study research participant from which the applicable Original Materials and Material-Related Information were collected who has requested that their Original Materials and Material-Related Information no longer be stored and used for Research; and

(ix) cause each Recipient Collaborator to agree to comply with each of Section 7(a)(i) through Section 7(a)(viii) of this Agreement.

(b) Provision of Material and Material-Related Information to Third Parties to Replicate Published Research Results. In addition, CHDI agrees, upon the written request of the Recipient, to provide the same Original Materials and Material-Related Information provided to the Recipient under this Agreement to any third party that desires to attempt to replicate Research Results published by the Recipient Researcher; provided, that, such third party (i) submits a request to CHDI to obtain the Original Materials and the Material-Related Information and (ii) has executed a biosamples use agreement with CHDI upon terms and conditions that are substantially similar to the terms and conditions set forth in this Agreement (but in no event less restrictive as the terms and conditions set forth herein).

8. Requests for Material from Third Parties. The Recipient agrees to refer to CHDI any request for the Material or Material-Related Information from (a) any other person within Recipient's organization other than those persons conducting the Research with, and under the direction of, the Recipient Researcher or (b) any third party (including any Recipient Collaborator that desires to conduct Research not overseen and directed by the Recipient Researcher).

9. Assumption of Liability; Indemnification. Except to the extent prohibited by law (or, alternatively, to the extent permitted by law), the Recipient assumes all liability for damages to the extent due to or arising from the use, storage or disposal of the Material and Material-Related Information by the Recipient or a Recipient Collaborator. CHDI will not be liable to the Recipient for any loss, claim or demand made by the Recipient or a Recipient Collaborator, or made against the Recipient or a Recipient Collaborator by any other party, to the extent due to or arising from the use, storage or disposal of the Material or Material-Related Information by the Recipient or a Recipient Collaborator. Except to the extent prohibited by law (or, alternatively, to the extent permitted by law), the Recipient will defend and indemnify CHDI (and their respective directors, officers, employees, trustees, shareholders, members and agents) against any loss, claim or demand (including attorneys' fees and cost of defense and the enforcement of this provision) suffered by CHDI, as the case may be, to the extent due to or arising from (a) a breach of any representation, warranty or covenant of this Agreement by the Recipient or (b) the use, storage or disposal of the Material by the Recipient or a Recipient Collaborator.

10. Publication of Research Results; Publication Policy; Acknowledgement of the Source of the Material and Material-Related Information.

    (a) Publication of Research Results. The Recipient and the Recipient Researcher shall have the sole and exclusive right to publish the Research Results; provided, however, the Recipient acknowledges and agrees (and shall cause the Recipient Researcher to acknowledge and agree) that the right to publish the Research Results does not, except to the extent expressly consented to in writing by CHDI, include the right to publish the Material-Related Information or the code/identification numbers assigned to the study research participants from which the Material-Related Information were collected and provided with the Material and Material-Related Information. The Recipient shall use reasonable efforts (and shall cause the Recipient Researcher to use reasonable efforts) to publish, cause to be published or otherwise publicly disseminate the Research Results as soon as reasonably possible after such Research Results have been produced.

    (b) Publication Policy. As described in CHDI's Publication Policy (http://chdifoundation.org/policies/#publication), it is CHDI's position that

all matters related to authorship of scientific publications resulting wholly or in substantial part from CHDI resources (financial support, data or biomaterials) should be determined in accordance with the criteria defined by the International Committee of Medical Journal Editors (http://www.icmje.org/recommendations/browse/roles-and-responsibilities/defining-the-role-of-authors-and-contributors.html). The Recipient acknowledges that, when publishing any Research Results, the Recipient Researcher is expected to comply with CHDI's Publication Policy.

(c) Acknowledgement of the Source of the Material and Material-Related Information. The Recipient agrees to cause the Recipient Researcher to acknowledge CHDI as described in the CHDI Publication Policy, as adopted from time to time, when publishing any Research Results. In addition, the Recipient agrees to cause the Recipient Researcher to also include the following acknowledgement when publishing any Research Results: "*This publication used samples and data from the HDClarity sample collection, which would not be possible without the generous contribution of samples and data from the research participants—we thank them and their families. The HDClarity study is led by Dr. Edward Wild, sponsored by University College London, and funded by CHDI Foundation, Inc., a nonprofit biomedical research organization exclusively dedicated to developing therapeutics that will substantially improve the lives of HD-affected individuals. The Medical Research Council UK (MR/M008592/1) funded the HD-CSF study that also provides samples to the HDClarity sample collection.*".

11. Termination; Effect of Termination; Survival of Certain Provisions.

(a) Termination. This Agreement will automatically terminate upon a material breach of any representation, warranty or covenant of this Agreement by the Recipient and such breach is not remedied within 45 days of the receipt by the Recipient of notice of such breach from CHDI.

(b) Effect of Termination. Upon any termination of this Agreement, the Recipient (i) will immediately discontinue its use of the Material and any Modifications and any Material-Related Information and (ii) will immediately and appropriately destroy or discard any remaining Material and any Modifications and any Material-Related Information.

(c) Survival of Certain Provisions. This Section 11 and each of Section 1, Section 3 through Section 7, Section 9, Section 10 and Section 12 through Section 18 of this Agreement shall survive any termination of this Agreement.

12. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made to the parties at the following addresses (or to such other address as the Recipient or CHDI may designate by a notice given in accordance with the provisions of this section):

    If to CHDI to:

    CHDI Foundation, Inc.
    c/o CHDI Management, Inc.
    350 Seventh Avenue, Suite 200
    New York, NY 10001
    Facsimile: 212-239-2101
    Attention: Chief Administrative Officer

    With a copy to:

    CHDI Foundation, Inc.
    c/o CHDI Management, Inc.
    350 Seventh Avenue, Suite 200
    New York, NY 10001
    Facsimile: 212-239-2101
    Attention: Chief Legal Officer

    If to the Recipient, to the address for the Recipient provided on the signature page of this Agreement.

13. Assignment. The Recipient may not assign this Agreement without the prior written consent of CHDI.

14. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and all prior understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by the Recipient and CHDI.

15. No Waiver. Any failure of either the Recipient or CHDI to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by either the Recipient or CHDI of any provision of this Agreement will not be construed to be

a waiver of any succeeding breach thereof or of any other provision of this Agreement.

16. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

17. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York unless the Recipient is prohibited by applicable law from so agreeing in which case this Agreement will be governed by such law as determined by a court of competent jurisdiction.

19. Authority to Execute this Agreement. The individual executing this Agreement on behalf of the Recipient represents and warrants that he or she has the authority (corporate or otherwise) to execute and deliver this Agreement on behalf of the Recipient.

[Recipient's Signature Page Follows This Page]

In witness to the foregoing, the Recipient has executed this Biosamples Use Agreement as of the date below.

[_____] **[INSERT NAME OF COMPANY/RECIPIENT]**

By: _____
Name:
Title:

Address of Recipient:

_____

_____

_____

Facsimile: _____

Attention: _____

_____
[Print or Type Date]

_____
[Print or Type Name of Recipient Researcher]

Address of Recipient Researcher:

_____

_____

_____

Facsimile: _____

Schedule 1 to Biosamples Use Agreement

(Original Materials)

[_____] **[INSERT TABLE OF ORIGINAL MATERIALS]**

Shipping Information/Address:

[_____]
[_____]
[_____]
[_____]
Attn: [_____]
Phone: [_____]
Email: [_____]

Sample Shipping and Handling Fee:

Euro [_____]