

Exhibit 6 to Investment Agreement

Collaboration Agreement

LINX – Linking Industry to Neutrons and X-rays

COLLABORATION AGREEMENT ON CO-FINANCED RESEARCH

Concerning

"LINX – LINKING INDUSTRY TO NEUTRONS AND X-RAYS"

between

Technical University of Denmark

Represented by DTU Physics and DTU Compute
Anker Engelunds Vej 1
DK-2800 Kgs. Lyngby, Denmark
Business Registration No. 30 06 09 46
(hereinafter referred to as "DTU")

and

Region Hovedstaden

Research and Innovation Unit
Ole Maaløes Vej 3
DK -2200 Copenhagen N, Denmark
Business Registration No. 29 19 06 23
(hereinafter referred to as "RegionH")

and

Aarhus University

Represented by iNANO

Interdisciplinary Nanoscience Center
Gustav Wieds Vej 14
DK-8000 Aarhus C
Denmark Business Registration No. 31 11 91 03
(hereinafter referred to as "AU")

and

University of Copenhagen

represented by Niels Bohr Institutet
Blegdamsvej 17,
DK-2100 Copenhagen OE
Business Registration No. 29 97 98 12
(hereinafter referred to as "UCPH")

and

Foreningen LINX

C/O Dansk Industri

Rådhuspladsen 18

DK-1550 Copenhagen K.

Business Registration No. 37 05 22 13

(hereinafter referred to as "FLNX")

and

Region Midtjylland

Skottenborg 26,

8800 Viborg

Business Registration No. 29 19 09 25

(hereinafter referred to as "RMID")

and

Grundfos Holding A/S

Poul Due Jensens Vej 7

8850 Bjerringbro

Business Registration No. 31 85 83 56

(hereinafter referred to as "GRUN")

and

Novo Nordisk A/S

Novo Nordisk Park

2760 Måløv

Business Registration No. 24 25 67 90

(hereinafter referred to as "NNAS")

and

Velux A/S

Ådalsvej 99

2970 Hørsholm

Business Registration No. 30 00 35 19

(hereinafter referred to as "VLUX")

and

BioModics ApS

Stengårds Alle 31A

2800 Kgs. Lyngby

Business Registration No. 32 88 70 82

(hereinafter referred to as "BMOD")

and

ROCKWOOL International A/S

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Business Registration No. 54 87 94 15

(hereinafter referred to as "RI")

and

Xново Technology ApS

Galoche alle 15

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Business Registration No. 34 89 42 21

(hereinafter referred to as "XNOV")

and

Udviklingselskabet af 2014 A/S

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(hereinafter referred to as "US14")

and

CO-RO A/S

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and

LM Wind Power A/S

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(hereinafter referred to as "LMWP")

and

Tetra Pak Packaging Solutions AB

Ruben Rausings gata

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and

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(hereinafter referred to as "TEGN")

and

Aalborg Portland A/S

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Postboks 165

9100 Aalborg

Business Registration No. 36 42 81 12

(hereinafter referred to as "PORT")

and

Frichs Ecotech A/S

Sverigesvej 16

8700 Horsens

Business Registration No. 37 32 00 64

(hereinafter referred to as "FRIC")

and

Copenhagen Inventures A/S

Hovedgaden 451F

2640 Hedehusene

Business Registration No. 21 74 54 48

(hereinafter referred to as "CPHI")

and

Novozymes A/S

Krogshøjvej 36

2880 Bagsværd

Business Registration No. 10 00 71 27

(hereinafter referred to as "NZYM")

and

Dansk Industri

H.C. Andersens Boulevard 18

1787 København V

Business Registration No. 16 07 75 93

(hereinafter referred to as "DI")

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RECITALS:

WHEREAS IFD has announced its intention to make a grant in respect of the project entitled "LINX – LINKING INDUSTRY TO NEUTRONS AND X-RAYS", subject to the terms of the Investment Agreement, and subject to the Parties entering into an agreement governing their collaboration, the "Collaboration Agreement".

WHEREAS This Collaboration Agreement governs the Parties' collaboration in relation to that project.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words shall have the following meanings, unless the context requires otherwise:

1.1.1 "Access Rights" means the rights to use for non-commercial purposes;

1.1.2 "Administrator" means the Party appointed in accordance with the Investment Agreement, and approved by IFD, to be responsible for the receipt from IFD of IFD's investment under the Investment Agreement and distribution thereof amongst the Parties in accordance with the Investment Agreement, which as of the Commencement Date is Foreningen LINX. The rights and obligations of the Administrator are further described in the Investment Agreement;

1.1.3 "Affiliated Entity" shall have the meaning defined in the Investment Agreement;

1.1.4 "Allocated Work" means the research work and the related activities and services allocated to a Party in accordance with the Project Plan;

1.1.5 "Background Knowledge" means the knowledge, technology, including all inventions, know-how and Confidential Information, which at Commencement Date is controlled by a Party or during the Main Projects becomes controlled by a Party, or is public and/or protected by intellectual property rights, and to which the controlling Party grant the other Parties an Access Right to, cf. Clause 10, always, however, excluding Foreground Knowledge.

1.1.6 "Collaboration Agreement" means this agreement and all of its appendices and Subproject Agreements, together with amendments validly agreed in writing amongst the Parties;

1.1.7 "Commencement Date" means 15 February 2016 in accordance with the agreed commencement date of the Main Project, despite that one or more Parties sign this Collaboration Agreement at a later date.

1.1.8 "Confidential Information" has the meaning given to it in the Investment Agreement.

1.1.9 "Existing Partners" shall mean the partners that were Party to this Collaboration Agreement as of the Commencement Date.

1.1.10 "Fair and Reasonable Conditions" means appropriate conditions including financial terms (where appro-

- priate) taking into account the actual or potential value of the Foreground Knowledge or Background Knowledge to which access is requested and other characteristics of the use envisaged;
- 1.1.11 "Field" means the area of each Focus Project within which an Institution is willing dispose of its patentable Foreground Knowledge created in such Focus Project. The Field is defined in each Subproject Agreement;
- 1.1.12 "Field of Application" means the area defined by the Industry Partners in each Subproject Agreement for a Focus Project, which is limited to the Field of such Focus Project, wherein the Industry Partner(s) intends to make commercial use of the Foreground Knowledge generated in such Focus Project or focus area in which it participates.
- 1.1.13 "Focus Area" means the different technical and scientific areas which are further described in the Project Plan and Project Description, and within which the different Focus Projects commenced.
- 1.1.14 "Focus Project" means the projects which are commenced within the different Focus Areas.
- 1.1.15 "Foreground Knowledge" means all information, including any result, regardless of form and regardless of whether it is or can be protected by laws on intellectual property, and intellectual property rights derived thereof, which originates from the Main Project as a result of the work performed under the Main Project and which is generated by a Party, including a person or persons employed with, and/or allocated by, that Party or more Parties.
- 1.1.16 "Global Development Projects" means the projects in which primarily Institutions will participate and which will focus on longer term research projects, as further described in the Project Plan.
- 1.1.17 "IFD" means the Innovation Fund Denmark, as established by the Minister for Higher Education and Science pursuant to Act no. 306 of 29 March 2014;
- 1.1.18 "Industry Partner" means each of the commercial private companies who are a Party to this Collaboration Agreement and who collectively are referred to as "Industry Partners".
- 1.1.19 "Institution" means each of universities who are a Party to this Collaboration Agreement and who collectively are referred to as "Institutions". Insofar as a GTS institute becomes a Party to this Collaboration Agreement, such GTS Institute shall have the rights and obligations of an Institution for the purposes of this Collaboration Agreement.
- 1.1.20 "Invention" means a product or a process that provides, in general, a new way of doing something, or offers a new technical solution to a problem as further defined by the Danish Patent Act, the Danish Act on Utility Models or other applicable national regulation.
- 1.1.21 "Investment Agreement" means the Investment Agreement for the LINX Project, Journal no. 5152-00005A, entered into or to be entered into between the Parties and IFD for the undertaking by the Parties of the Project;
- 1.1.22 "Main Project" means the LINX project and the research activities to be carried out by the Parties as defined in the Project Plan and in the Project Specification as amended from time to time and which is further divided into the three subproject categories: Outreach Projects, Global Development Projects

- and Focus Project.
- 1.1.23 "Materials" means all instruments, tools, products, samples, data etc. which are provided by a Party as supporting materials in connection with a Subproject.
- 1.1.24 "New Partner" means parties that were not party to this Collaboration Agreement as of the Commencement Date, but which will participate in the Main Project.
- 1.1.25 "Outreach Projects" means the projects whose purpose it is to demonstrate the potential of the technology worked on in this project to Third Parties with the purpose of getting such Third Parties to participate in the Main Project, as further described in the Project Plan.
- 1.1.26 "Participating Industry Partner" means the Industry Partner which participates in a specific Focus Project.
- 1.1.27 "Party" means a party to this Collaboration Agreement, and "Parties" shall be interpreted accordingly. The Parties to this Collaboration Agreement are the Project Participants as specified in the Investment Agreement including any New Partners, who have signed the accession agreement in Exhibit 7;
- 1.1.28 "Project Leader" (also referred to as Project Director outside this agreement) means in accordance with the Investment Agreement, the person appointed by the Steering Committee, and approved by IFD, to act as the project leader for the Main Project;
- 1.1.29 "Project Plan" means the project plan enclosed in the Investment Agreement as its Exhibit 2, as amended from time to time;
- 1.1.30 "Project Specification" means the project specification enclosed in the Investment Agreement as its Exhibit 1, as amended from time to time;
- 1.1.31 "Publish", "Publishing" and "Publication" means disclosure of information to Third Parties or to the public in general.
- 1.1.32 "Rights Option" means the right to purchase or license the Institutions' patentable Foreground Knowledge, as further described in Clauses 13.4 and 13.5.
- 1.1.33 "Subproject" means the three different types of projects which can be commenced under the Main Project, and which are divided into the categories: Outreach Projects, Global Development Projects and Focus Projects.
- 1.1.34 "Subproject Agreement" means an agreement specifying the terms and conditions of a Subproject.
- 1.1.35 "Steering Committee" means the LINX Board as defined in Exhibit 3 to the Investment Agreement;
- 1.1.36 "Sub-contractor" means a Third Party which has entered into an agreement on business conditions with a Party, in order to carry out part of the work of the Main Project without the direct supervision of the Party and without a relationship of subordination;
- 1.1.37 "Third Party" means any individual or legal entity which is not a Party. For the avoidance of doubt the

employees of the Institutions shall in context of Clause 13.7 of this Collaboration Agreement be considered a Third Party; and

- 1.2 In this Collaboration Agreement (i) the section headings are included for convenience only and shall not affect the interpretation of this Collaboration Agreement, (ii) use of the singular includes the plural and vice versa, (iii) use of any gender includes the other genders, and (iv) the words "includes" or "including" are not words of limitation.

2. PURPOSE

- 2.1 The purpose of this Collaboration Agreement is to facilitate the completion of the Main Project by the Parties in accordance with the provisions of the Investment Agreement, by supplementing the contractual provisions of the Investment Agreement to more specifically detail the rights and obligations of the Parties amongst each other in relation to, inter alia, financial provisions, the performance of the Main Project, issues relating to intellectual property rights, and access to arising Foreground Knowledge and Background Knowledge by the Parties, and the liability and indemnification of the Parties amongst each other.
- 2.2 This Collaboration Agreement is not intended, and nothing contained herein shall be deemed, to create any partnership, agency or joint venture amongst the Parties or any of the Parties, nor to establish any other legal entity constituted amongst any or all of the Parties. However, the Parties are aware that they as Parties automatically become members of Foreningen Linx, who's current Articles of Association are included as Appendix 2.

3. VALIDITY AND ENTERING INTO FORCE

- 3.1 This Collaboration Agreement shall be entered into between the Parties at the same time as the Parties' and IFD's entering into of the Investment Agreement, and is deemed to have been validly entered into between the Parties, and to be legally binding, when signed on behalf of each Party by the appropriate authorised signatories, as of the date that the Investment Agreement comes into effect.
- 3.2 This Collaboration Agreement shall remain in force until the Main Project has been completed and the Parties have performed their obligations in respect thereof, unless earlier terminated in accordance with this Collaboration Agreement and the Investment Agreement.

4. UNDERTAKING THE PROJECT

- 4.1 Each Party shall carry out the tasks specifically allotted to it in the Main Project, both in relation to the completion of each such Party's Allocated Work, and in relation to all other undertakings and obligations pursuant to the Investment Agreement and the Collaboration Agreement. Each Party shall use best efforts to complete each such Party's Allocated Work. The Parties have jointly prepared a budget for the Main Project, as detailed in the Exhibit 4 to the Investment Agreement and which is further explained in Exhibit 2.
- 4.2 Without limitation to the generality of Clause 4.1, each Party shall use best effort to promptly, at the request of the Project Leader and/or the Administrator or as may be otherwise specified in this Collaboration Agreement or in the Investment Agreement, provide or forward to the Project Leader and the

- Administrator all data, information or material which the Project Leader and the Administrator are required to collect, pursuant to the provisions of this Collaboration Agreement or under the Investment Agreement.
- 4.3 Although each Party will use best efforts to carry out its Allocated Work, neither Party undertakes that any research will lead to any particular result, nor does it guarantee a successful outcome to the Main Project. See also the Investment Agreement.
- 4.4 Where a Party intends to sub-contract a share of its Allocated Work to a Sub-contractor or Affiliated Entity, pursuant to the Project Plan, the Project Specification and/or the project description of a Focus Project, such Party shall be liable for the acts and omissions of its Sub-contractor/Affiliated Entity as if those acts and omissions had been performed by such Party and, as such, shall remain responsible for and liable in respect of the implementation of such share and for the satisfaction of all obligations relative to such share arising under this Collaboration Agreement and under the Investment Agreement, and secure that the Sub-contractor/Affiliated Entity accedes to a written agreement which is in compliance with this Collaboration Agreement which upon request shall be forwarded to the Steering Committee. Other than to the extent provided in the Project Plan, in the Project Specification and/or in the project description of a Focus Project, or as may be otherwise expressly permitted either under the Investment Agreement or pursuant to any provision of this Collaboration Agreement, no Party shall be entitled to sub-contract any part of its Allocated Work to a Sub-Contractor/Affiliated Entity.
- 4.4.1 If a Party wishes to subcontract its Allocated Work to an Affiliated Entity and such is not provided for in the Project Plan, in the Project Specification or in the project description of a Focus Project, such Party may request permission for such sub-contracting to the Steering Group, who shall not unreasonably refuse.
- 4.5 The Parties shall perform their obligations and exercise their rights under this Collaboration Agreement and the Investment Agreement in accordance with Danish law.

5. SUBPROJECTS

- 5.1 The decision procedure for the commencement of Subprojects shall be decided upon by the Steering Committee as further described in Exhibit 3 to the Investment Agreement.
- 5.2 Prior to commencement of a Subproject the Parties involved in such Subproject shall sign a Subproject Agreement, which shall be in compliance with the rights and obligations of this Collaboration Agreement. If the Subproject is a Focus Project the Subproject Agreement template in **Appendix 1** shall be used.

6. COMMISSIONED LINX WORK

- 6.1 The Industry Partners may on the Institutions' ordinary terms and conditions and within the limitations of the Project Plan and Project Specification, request that an Institution performs commissioned work related to Foreground Knowledge provided *inter alia* that the Institution has the capacity to perform such commissioned work. The exact nature of such commissioned work shall be agreed on between the relevant Parties, and the Project Leader shall be notified of the existence and extend of such commissioned work. The commissioned work shall not concern research work which is directly within the scope of a Focus Project, unless approved by the Parties to the Focus Project in question.

7. ENTRY OF NEW PARTNERS

- 7.1 The Admittance of New Partners to the Main Project requires the approval of the Steering Committee. Each such New Partner shall, as a condition of admission, be required to accede to the Investment Agreement and this Collaboration Agreement. Reference is made to Clauses 3.3 and 8.1.5 of the Investment Agreement regarding the requirements in respect of the accession of New Partners.
- 7.2 The Steering Committee shall decide on issues concerning the admittance of New Partners to the Main Project, e.g. application procedure, threshold for approvals etc.
- 7.3 All Foreground Knowledge developed by the Existing Partners before the accession date of the New Partner shall be considered to be Background Knowledge with regard to the said New Partner. New Partners joining the Main Project shall have Access Rights to the Foreground Knowledge obtained prior to the New Partner joining the Main Project at the same conditions foreseen for access right to Background Knowledge as laid down in this Collaboration Agreement.

8. GOVERNANCE STRUCTURE

- 8.1 The governance structure is specified in the Investment Agreement including Exhibit 3 (Organisation and Management) and Exhibit 5 (Rules of Procedure for the Steering Committee) to the Investment Agreement.

9. MATERIALS

- 9.1 The Materials (including remainders of samples) shall remain the property of the supplying Party and shall be immediately returned (i) on termination of this Collaboration Agreement, or (ii) in the event that the receiving Party is in breach of any of the conditions of this Collaboration Agreement. The receiving Party will destroy the Materials if so requested by the supplying Party.
- 9.2 At the request of the supplying Party the receiving Party shall send to the supplying Party a copy of raw data and reports relating to the Materials and arising from the Subproject in which such Parties both participate within three (3) months of the generation of these data.
- 9.3 In the event that Materials are purchased by two or more Parties the ownership shall belong to the contributing Parties with shares based on the Party's individual contributions. If the respective contributions of the Parties cannot be documented and the Parties cannot agree, the Materials shall be owned by the Parties in equal shares.
- 9.4 The Materials are experimental in nature and the supplying Party makes no representations and gives no warranties or undertakings in relation to the Material, including that (i) the supplying Party has the necessary intellectual property rights to the Materials, (ii) the use of the Materials will not infringe any patent, copyright, trade mark etc. by any Third Party, or (iii) the Materials are of merchantable or satisfactory quality or fit for any particular purpose, have been developed with reasonable care and skill or tested, for the presence of pathogens or otherwise, or are viable, safe or non-toxic.
- 9.5 The supply of Materials does not grant a right to use the Materials for any other purpose than the receiving Party's performance of its Allocated Work. Any Materials being Foreground Knowledge may be

circulated for the purpose of the performance of the Subproject in which such Parties both participate. The Materials will not be analysed or modified except as necessary for the performance of the Subproject(s).

- 9.6 The receiving Party shall keep the Materials secure at the receiving Party's laboratory or field sites and ensure that no Third Party shall have access to them. The receiving Party shall not supply the Materials to any other Third Party. The Receiving Party shall ensure compliance with any applicable laws and regulations governing the transportation, disposal, keeping and usage of the Materials and ensure the Materials are not removed from the Party's premises or field sites. The receiving Party shall ensure that its employees and other persons allocated to the Subprojects shall use the Materials for the Subprojects only and not for other purposes, without the prior written consent of the supplying Party.

10. ACCESS RIGHT

- 10.1 During a Focus Project the Parties to such Focus Project shall have a royalty-free and non-exclusive Access Right to the other participating Parties' Foreground Knowledge and Background Knowledge solely to the extent that such access is needed to carry out the Party's Allocated Work under such Focus Project. The Parties shall at their own discretion decide on what Background Knowledge they wish to grant Access Right to in each Subproject. The Parties may choose to identify and agree in writing and document on behalf of the Parties any Background Knowledge used, or to be used, in the course of a Focus Project and the owner of the same in the Subproject Agreement for the Focus Project in question. The Background Knowledge listed in a Subproject Agreement may be updated prior to or as soon as reasonably practicable following its disclosure. The Access Right granted according to this Clause 10.1 does not include the right to commercial exploitation. Any additional restrictions to the Access Right than the ones agreed on in this Clause 10.1 shall be listed in the Subproject Agreement for such Focus Project.
- 10.2 During the Main Project the Parties shall have a royalty-free and non-exclusive Access Right to Foreground Knowledge and Background Knowledge generated and used in Global Development Projects, if needed to carry out the Parties' Allocated Work under the Main Project. This Access Right does not include the right to commercial exploitation. Any specific restrictions to the Background Knowledge of a Party to a Global Development Project shall be listed in the Subproject Agreement for such Global Development Project.
- 10.3 The Access Right granted according to Clauses 10.1 and 10.2 expires without further notice and in every respect concurrently with the respective Subproject for which it was granted. A Party whose participation is terminated shall continue to grant Access Right to its Foreground Knowledge and/or Background Knowledge to the extent such Access Right is necessary for completion of the Main Project.

11. OWNERSHIP TO BACKGROUND KNOWLEDGE

- 11.1 Each Party shall remain the exclusive owner of its Background Knowledge and participation to the Main Project shall not affect such ownership rights in its Background Knowledge, without prejudice to any rights and obligations under this Collaboration Agreement and the Investment Agreement.
- 11.2 Each Party may license, assign, or otherwise dispose or transfer ownership of its own Background Knowledge (a "Disposition"). However, when making such Disposition the Party shall ensure and warrant that the rights of the other Parties under the Investment Agreement and this Collaboration Agreement will not be affected by the Disposition.

12. OWNERSHIP TO FOREGROUND KNOWLEDGE

- 12.1 Ownership to Foreground Knowledge shall belong to the Party or Parties, who has generated the relevant Foreground Knowledge.
- 12.2 Where two (2) or more Parties have generated Foreground Knowledge jointly, ownership to this Foreground Knowledge shall belong to the generating Parties as jointly owned Foreground Knowledge (Hereinafter "Joint Foreground Knowledge"), with shares based on the Party's individual intellectual contributions in accordance with the following rules:
- (i) Any disposal of the Joint Foreground Knowledge, which is not licensed or transferred to a Company in accordance with Clause 13, shall require written agreement between the owners of such Joint Foreground Knowledge, unless otherwise provided for in this Agreement.
 - (ii) Each of the joint owners are, however, entitled to make scientific use of the Joint Foreground Knowledge within any scientific field, free of charge provided such use is not detrimental to obtaining patent protection. Publication is subject to the procedure described in Clause 15.
- 12.3 If the respective contributions of the Parties' contribution to the Joint Foreground Knowledge cannot be documented and the Parties cannot agree, the Parties involved may upon joint agreement request that the ration of contribution shall be decided by an independent Third Party expert who shall be appointed jointly by the Parties or, if they fail to reach an agreement, by the President of the Maritime and Commercial Court in Copenhagen, subject to a hearing of the Parties prior to final appointment. The Parties shall carry the cost proportionally to their respective share as decided by the independent Third Party expert.
- 12.4 The joint owners will negotiate in good faith the process and responsibility for filing for protection of Joint Foreground Knowledge. Such terms shall be made subject to a written agreement between the joint owners in a "Co-ownership Agreement". The joint owners shall take all such steps and execute all such documents as may be reasonably required to ensure that the relevant Party or Parties becomes proprietor of the intellectual property right agreed on. The costs related to filing for protection of Joint Foreground Knowledge shall be split between the joint owners according to their respective ownership shares. In event that one or more of the relevant joint owners do not wish to participate in protection of Joint Foreground Knowledge the relevant shares of the Joint Foreground Knowledge shall be assigned to the other joint owner. The joint owners shall in good faith negotiate the terms and conditions of such assignment. The negotiations shall commence no later than 30 days from the relevant joint owner(s) notification on its/their wish to assign its/their share of the Joint Foreground Knowledge to the other joint owner(s). If joints owners fail to reach an agreement on terms of payment within a period of 30 days from the day on which the negotiations shall commence, the joint owners may upon joint agreement request that the terms be decided by an independent Third Party expert who shall be appointed jointly by joint owners or, if they fail to reach an agreement, by the President of the Maritime and Commercial Court following a hearing of the joint owners. If (an) Industry Partner(s) is/are joint owner(s) together with one or more Institution, and the Industry Partner(s) exercises its/their right to acquire full ownership or a license to the Joint Foreground Knowledge, cf. Clauses 13, the Co-ownership Agreement will be replaced by a purchasing or licensing agreement as the case may be. If several Industry Partners are joint owners of the Foreground Knowledge without participation of an Institution, and the Industry Partner to whose Field of Application the Joint Foreground Knowledge has most connections exercises

its right to acquire full ownership to the Joint Foreground Knowledge, cf. Clause 13.11, the Co-ownership Agreement will be replaced by a purchasing agreement as the case may be.

- 12.5 Where a Party in accordance with the Investment Agreement and/or this Collaboration Agreement, has sub-contracted any part of such Party's Allocated Work, such Party shall ensure that any Foreground Knowledge arising thereunder will be owned in accordance with this Clause 12.

13. TRANSFER OF RIGHTS

- 13.1 The Parties shall have a non-exclusive right to utilise, free of charge, any Foreground Knowledge that cannot be protected by the Danish Patent Act or other legislation on intellectual property rights, including but not limited to, legislation concerning copyright and trade secrets. Publishing of the Foreground Knowledge of another Party shall require the consent of the generating Party, cf. Clause 15.

- 13.2 The Parties to a Focus Project shall have a fully paid-up, perpetual, non-exclusive research license to any patentable Foreground Knowledge generated by another Party in a Focus Project in which such Party participates. For the avoidance of doubt, such research license includes educational activities, but does not include the right to commercial exploitation of such patentable Foreground Knowledge.

- 13.3 The Parties shall have a non-exclusive right to utilise, on Fair and Reasonable Terms, any Background Knowledge imbedded in a Party's own Foreground Knowledge or required for the use of a Party's own Foreground Knowledge; provided however that such use is necessary to commercially exploit a Party's own Foreground Knowledge in the Field of Application of the Party. A request for such non-exclusive right shall be made within 6 months of the termination of the Main Project.

13.4 Rights Option to Participating Industry Partner(s)

- 13.4.1 The Participating Industry Partners shall have a right to purchase, or, at the sole discretion of the Institutions, to acquire an exclusive license to, within their Field(s) of Application any patentable Institution Foreground Knowledge generated in a Focus Project in which the Participating Industry Partners participates. At the request of the Participating Industry Partner, an exclusive license shall include a right for the Participating Industry Partner to sublicense. Whether the Institutions will offer the Industry Partners the right to purchase or to acquire an exclusive license may be agreed on in the Subproject Agreement for each Focus Project prior to commencement of such Focus Project. If the Foreground Knowledge of an Institution completely or partially covers the Field of Application of several Participating Industry Partners, the Participating Industry Partner to whose Field of Application the created Foreground Knowledge has most connections shall alone be entitled to purchase or license the Foreground Knowledge of the Institution. However, the Industry Partner(s) who has/have contributed to the Jointly Foreground Knowledge can exercise the Rights Option before any other Industry Partner.

- 13.4.2 If the Participating Industry Partners, cf. clause 13.4.1, disagree about the issue regarding connections, the Participating Industry Partners in question may jointly agree that the dispute shall be determined by an independent Third Party expert appointed by the disputing Industry Partners.

- 13.4.3 The Participating Industry Partner(s) that do not purchase or obtain an exclusive license to the Institution's Foreground Knowledge shall on Fair and Reasonable Conditions be entitled to acquire an exclusive and perpetual licence to the commercial use of the Foreground Knowledge in question within its/their Field(s) of Application. In case of overlap between Fields of Applications, such license shall be co-exclusive within such overlap.

13.5 Rights Option to Focus Area Industry Partners

- 13.5.1 If the Rights option of the Participating Industry Partner(s) terminates, cf. Clause 13.7.3, the other Industry Partners which participate in the Focus Area within which such patentable Institution Foreground Knowledge was generated, shall have a right to purchase, or, at the sole discretion of the Institution, to acquire an exclusive license to, the patentable Institution Foreground Knowledge in question within its/their Field(s) of Application. If the Foreground Knowledge of an Institution completely or partially covers the Field of Application of several of such Industry Partners, the Industry Partner to whose Field of Application the created Foreground Knowledge has most connections shall alone be entitled to purchase or license the Foreground Knowledge in question.
- 13.5.2 The Industry Partner(s) within the Focus Area in question that do not purchase the ownership of or license to the patentable Institution's Foreground Knowledge shall on Fair and Reasonable Conditions be entitled to purchase an exclusive and perpetual licence to the commercial use of the Foreground Knowledge in question within its/their Field(s) of Application. In case of overlap between Fields of Applications, such license shall be co-exclusive within such overlap.
- 13.6 The Rights Option shall be exercisable subject to notification deadlines and price setting mechanisms in Clauses 13.7 below.

13.7 Procedure for exercising the Rights Option

- 13.7.1 The Institutions shall, without undue delay, notify and disclose to the Participating Industry Partner(s) any potentially patentable Institution Foreground Knowledge resulting from a joint Focus Project. If a Participating Industry Partner deems the Foreground Knowledge patentable, made entirely or partially by an Institution's staff, and provided that the patentable Foreground Knowledge falls within the scope of the Participating Industry Partner's Field of Application, the Participating Industry Partner(s) shall have 45 days from the Institution's notification to notify the Institution of its/their desire to exercise the Rights Option.
- 13.7.2 The Institution and the Participating Industry Partner(s), shall in good faith negotiate the terms and conditions of a sale on Fair and Reasonable Conditions. The negotiations shall commence no later than 15 days from the Participating Industry Partners' notification on its/their desire to exercise the Rights Option. If the Institution and the Participating Industry Partner fail to reach an agreement on terms of payment and other terms within a period of 30 days from the day on which the negotiations shall commence, both the Institution and the Participating Industry Partner may upon joint agreement request that the terms be decided by an independent Third Party expert who shall be appointed jointly by the Institution and the Participating Industry Partner or the trade organisations of the Institution and the Participating Industry Partner or, if they fail to reach an agreement, by the President of the Maritime and Commercial Court following a hearing of the Institution and the Participating Industry Partner. The costs related to such procedure are to be finally covered by the Participating Industry Partner.
- 13.7.3 If the Participating Industry Partner(s) has/have not, within 45 days from disclosure, cf. Clause 13.7.1, notified the Institution of its/their desire to exercise the Rights Option, or exercised the Rights Options following the procedure in Clause 13.7.2, the Rights Option of the Participating Industry Partner(s), will automatically terminate.
- 13.7.4 On termination of the Participating Industry Partner(s) Rights Option, cf. clause 13.7.3, the Institution shall as soon as reasonably possible notify the other Industry Partners to the Focus Area from which the

- patentable Foreground Knowledge was generated, so that they have the opportunity to exercise their Rights Option, cf. Clause 13.5. The procedure in Clauses 13.7.1, 13.7.2 and 13.7.3 shall then be followed for such other Industry Partners.
- 13.8 Only if the Rights Options for such other Industry Partners terminates, cf. Clause 13.7.3 following 13.7.4, shall the Institutions be entitled to offer the patentable Foreground Knowledge in question which is owned by one or more Institutions to Third Parties. However, the transfer of Joint Foreground Knowledge to a Third Party is subject to agreement between such joint owners, cf. Clause 12.2.
- 13.9 An Industry Partner that has purchased the right of ownership to patentable Foreground Knowledge pursuant to Clauses 13.4 or 13.5 shall independently decide whether to apply for patent protection for the Invention. The Institution which has sold the Invention and the individual(s) responsible for the Invention shall sign the documents necessary for the patent application. The Institutions are willing to assist with the preparation of the patent application against payment in accordance with the Institutions' hourly rates for academic staff. The Industry Partner's decision not to file a patent application, etc. shall not prevent an Institution from publishing the research results, cf. Clause 15.
- 13.9.1 In the event an Industry Partner elects to exercise its Right Option to negotiate an exclusive license to patentable Foreground Knowledge from an Institution, cf. Clauses 13.4 and 13.5, it can be agreed in the Subproject Agreement for each Focus Project prior to commencement of such Focus Project, whether the Industry Partner or the Institution will file, prosecute and maintain (including the defence of any interference or opposition proceedings) all patents relating to the patentable Foreground Knowledge in question, loyally involving the other Party and the details of the costs.
- 13.9.2 If nothing is agreed in a Subproject Agreement for a Focus Project, the Institution shall be responsible for filing, prosecution and maintenance of the Patentable Foreground Knowledge in question and shall loyally involve the Industry Partner having the exclusive license in the filing, prosecution and maintenance (including the defence of any interference or opposition proceedings) of the patentable Foreground Knowledge in question in order to secure that the commercial value of such patentable Foreground Knowledge is maximised taking both of such Parties reasonable interests into consideration. Such involvement of the Industry Partner shall i.a. include a right for the Industry Partner to use own patent agent to formulate the patent claims and in connection with any defence and opposition proceedings, an obligation of the Institution to include patent claims formulated by the Industry Partner into the Patent application and to cooperate with the Industry Partners patent agents in connection with any opposition proceedings, a right for the Industry Partner to decide in which countries the patent as minimum shall be applied for. The Institution shall keep the Industry Partner informed as to material developments with respect to the prosecution and maintenance of such patents and coordinate necessary steps together with the Industry Partner. The Institution and its inventors of the patentable Foreground Knowledge in question shall sign the documents necessary for the patent application and any other documents that might be necessary for prosecution and maintenance. The Industry Partner in question shall have the right (but not the obligation) at its own cost to initiate a lawsuit or take other appropriate action that it believes is reasonably required to prevent or abate actual or threatened infringement, or otherwise protect or enforce, the patents against a Third Party. Further, the Industry Partner shall have the right (but not the obligation) at its own cost to defend any claim that exploitation of such patents infringes the patent rights of any Third Party.
- 13.10 An Industry Partner that has purchased an Institution's Foreground Knowledge, cf. Clause 13.4 and 13.5, shall apply for patent protection of the purchased Foreground Knowledge within 45 days from the date

upon which the Industry Parties have agreed on who should be the Partner with most connections within the relevant Field of Application and shall consult the Industry Partner(s) who wish to acquire a license to such Foreground Knowledge according to Clauses 13.4.3 or 13.5.2 about the formulation of the patent application. If no application for patent protection has been filed by the time the above-mentioned deadline expires, such other Industry Partner(s) shall have the option to be subrogated to the right to purchase or license vis-à-vis the Institution in question.

- 13.11 If several Industry Partners have a share in patentable Joint Foreground Knowledge, the Industry Partner to whose Field of Application the created Foreground Knowledge has most connections shall alone be entitled to acquire the rights from the other Industry Partners. If the Industry Partners disagree about the issue regarding connections, the dispute shall be determined by an independent Third Party expert appointed by the Industry Partners in question. The Industry Partner(s) that do not acquire the right to purchase the Joint Foreground Knowledge shall be entitled to acquire an exclusive, perpetual and royalty-free licence to use the Foreground Knowledge in question within its/their Field(s) of Application. In case of overlap between Fields of Applications, such license shall be co-exclusive within such overlap. The notification deadlines and price setting mechanisms in Clause 13.7 applies accordingly.
- 13.12 An Industry Partner's purchase or licensing of rights from an Institution pursuant to this Collaboration Agreement shall not prevent the Institution from using the Foreground Knowledge in question generated as part of the Main Project in the Institution's further research and teaching during or after completion of the Main Project, including research involving projects funded by Third Parties provided that those parties gain or claim no rights to such Foreground Knowledge.
- 13.13 Where no Field of Application is indicated for an Industry Partner, cf. the Subproject Agreement in question, such Industry Partner shall not be comprised by the Rights Option in Clauses 0 and 13.5.

14. CONFIDENTIALITY

- 14.1 The clauses relating to confidentiality as set out in Clause 12 of the Investment Agreement shall also apply to any exchange or receipt of Confidential Information under this Collaboration Agreement.
- 14.2 In addition to clause 14.1 above, the Parties shall at the end of each Focus Project create a list of the Confidential Information in the form of trade secrets, which shall be exempted from the five (5) years limitation in the Investment Agreement. Confidential Information on the list shall be marked Strictly Confidential and shall remain Confidential until it is comprised by the exemptions in clause 12.5 of the Investment Agreement. Each Party is free to decide, which of its solely-owned Confidential Information is placed on the list of Strictly Confidential Information.

15. PUBLICATION OF FOREGROUND KNOWLEDGE AND PROJECTS

- 15.1 Each Party shall be entitled to Publish Foreground Knowledge generated by that Party. It is the intention that Joint Foreground Knowledge generated by two (2) or more Parties shall be Published jointly by the relevant Parties.
- 15.1.1 If one of the Parties having generated the Joint Foreground Knowledge does not wish to participate in the Publication of such Joint Foreground Knowledge, the other Party(ies) may Publish the Joint Foreground Knowledge alone. However, in such an event the publishing Party shall in such Publication take into consideration any reasonable request from the non-publishing Party to such Publication, which

does not reduce the scientific value of the publication in question, e.g. anonymization etc.

- 15.2 Before any Publication under Clause 15.1 above, the Publishing Party(ies) shall at least 30 (thirty) days prior to the intended time of Publication, notify the other Industry Partners and/or the Institutions participating in that particular Focus Area or Global Development Project from where the Foreground Knowledge was generated. Such notification shall include a draft of the Publication. In the following 30 (thirty) days, the other Parties shall have the right to demand that the Publication is postponed for up to three (3) months if such Party verifies that the publishing of the said draft affects its possibility of obtaining intellectual property protection or registration of Foreground Knowledge.
- 15.3 The Parties shall not without prior written approval from another Party directly or indirectly refer to the other Parties or its employees in connection with marketing, including marketing of said Party or said Party's products, if relevant. The Parties will not without prior written approval make any commercial exploitation of the other Parties name. Notwithstanding, the above, each Party is entitled to release information stating that the Party is a party to the Main Project, including naming the other Parties, cf. the guidelines in relation hereto from 2000 ("Retningslinier for offentliggjort om privat finansiering af forskning ved statslige institutioner af 13. januar 2000").
- 15.4 Each Party shall in addition to the above clauses 15.1 to 15.3 abide by the terms and conditions concerning dissemination in clause 9 of the Investment Agreement.

16. PHD STUDENTS

- 16.1 If a PHD student is funded under the Main Project, Publication in the PHD thesis of any Confidential Information shall always take place with due respect of the duty of confidentiality as set out in Clause 14.

PHD students are according to applicable current law subject to a Publication obligation. Accordingly, any PHD student assigned to the Main Project is entitled to defend his/her doctoral thesis in public with the aim of obtaining a PHD degree. Notwithstanding this, parts of the thesis may be treated confidentially in a separate confidential part of the PhD thesis, if deemed necessary in order to protect any trade secrets or intellectual property rights. The public part of the PhD thesis shall however have sufficient scientific merit for the PhD student to obtain his/her PhD degree based on the public part alone. The Party, where the PHD student is enrolled, shall have the sole control relating to this issue, however any public presentation of the thesis will not take place before at least thirty (30) days have passed following the relevant Party and the PHD student has given notice hereof to the other Parties in accordance with Clause 15.2 above. If it is necessary for intellectual property protection of Foreground Knowledge, the said time-limit shall be extended to a total of three (3) months after the relevant Parties' receipt of the manuscript and/or the information intended to be Published. If the time-limit is extended, the delaying Party(ies) shall at the choice of the Institution in question, in the extension period, pay an amount to the PHD student corresponding to the reasonable and documented remuneration which the PHD student would have received as PHD student during this period of time or alternatively compensate the Institution employing the PhD-student the value of the actual, reasonable and documented income lost by the PhD-student due to the postponement, in which event the Institution subsequently will compensate the PhD-student. If the PhD student has other paid work in the period by which the time-limit is extended, the pay from such work shall be deducted from the amount payable by the relevant Party(ies) under this Clause 0 if the PHD student did not have any paid work. Consequently, the relevant Party(ies) shall only

pay for any negative difference between the PHD student's actual income and the reasonable and substantiated pay, the PHD student could have received.

17. TERMINATION

- 17.1 Any Party may terminate its participation in the Main Project in accordance with the Investment Agreement, which termination shall cause the simultaneous termination of the Party's participation under this Collaboration Agreement.
- 17.2 Where a Party receives notice of termination of its participation under the Investment Agreement, the Party shall promptly provide all other Parties with notice to that effect and this Collaboration Agreement shall be deemed to have been terminated in respect of that Party with effect at the effective date of the termination of the Party's participation under the Investment Agreement.
- 17.3 As per Clause 14 of the Investment Agreement a Party's participation under this Collaboration Agreement may be terminated by the other Parties in case of force majeure affecting the Party for more than twenty (20) days.
- 17.4 Termination of a Party under the Main Project shall in each case be subject to the continuation in force of Clause 19.

18. TERMINATION FOR BREACH

- 18.1 Where a Party receives notice of termination of its participation under the Investment Agreement, the Party shall promptly provide all other Parties with notice to that effect and this Collaboration Agreement shall be deemed to have been terminated in respect of that Party with effect at the effective date of the termination of the Party's participation under the Investment Agreement.

19. CONTINUING OBLIGATIONS

- 19.1 The following Clauses shall survive termination, whether of the participation of any Party in the Main Project and under this Collaboration Agreement, or of the Investment Agreement and this Collaboration Agreement:

Clauses 9 to 15, this Clause 19 and Clauses 21 - 23.

20. LIMITATION OF LIABILITY, FORCE MAJEURE AND INDEMNIFICATION

- 20.1 The Parties shall not provide any guarantee and cannot be held liable if their performance in connection with the completion of the Main Project does not lead to a specific result.
- 20.2 The Parties shall perform their tasks towards the completion of the Main Project to the best of their ability and in accordance with best practices for scientific work. A Party shall be liable for gross negligence or intentional neglect of its obligations under the Collaboration Agreement.

- 20.3 In addition, the Parties shall be liable for the wrongful acts and omissions of their employees and for any risks associated with the Parties' performance (which results in product liability) in accordance with the general rules of Danish law.
- 20.4 No Party shall be liable for non-fulfilment of its obligations under the Collaboration Agreement if such non-fulfilment is attributable to force majeure cf. clause 14 in the Investment Agreement.
- 20.5 The liability of the Parties pursuant to Clauses 20.2 and 20.3 shall be subject to the limitations set out in Clauses 20.6 and 20.7 and except in the case of gross negligence or intentional acts or omissions.
- 20.6 Apart from a breach of confidentiality, cf. Clause 14, the liability of one Party to compensate the other Party shall not apply to consequential losses such as production interruptions, loss of turnover/profit or other indirect losses.
- 20.7 The liability of each Party shall be limited to a maximum of 500.000 DKK pr. Subproject.
- 20.8 If the Parties have agreed to use one another's Foreground Knowledge, Background Knowledge or other Confidential Information received from the other Party during the Main Project, then such use shall in every respect take place on the receiving Party's own responsibility. The receiving Party may not in any way or in respect of any situation bring a claim against the providing Party based on such use. This exclusion of liability applies, but is not limited, to lack of serviceability, liability for personal injury or property damage or liability in the event of infringement of third-party rights.
- 20.9 No Party shall assume any liability with regards to the other Parties' commercial exploitation of Foreground Knowledge solely or partly generated by that Party. Thus, a Party shall not be held liable in the event of product liability or infringement of the rights of any Third Party caused by the other Parties' commercial exploitation. Furthermore a Party exploiting the Foreground Knowledge shall indemnify the other Parties against any claims from Third Party resulting from its commercial exploitation.
- 20.10 Each Party shall be responsible for claims from a granting body caused by a Party's breach of its obligations under this Collaboration Agreement. Such claims are to be fulfilled by the breaching Party, notwithstanding the above.

21. NO PARTNERSHIP, NO EXCLUSIVITY AND ASSIGNMENT

- 21.1 This Collaboration Agreement does not in any way create a partnership, joint venture, agent relationship, relationship based on power of attorney or a legal person. The Parties cannot bring each other into contractual relations with a Third Party.
- 21.2 The Parties do not in any way assume restrictions relating to competition towards each other and thus undertakes no exclusivity as a result of the co-operation.
- 21.3 Rights and obligations in accordance with this Collaboration Agreement cannot be transferred to a Third Party, without prior written approval from the other Parties and IFD. The Parties shall immediately be informed of any material direct or indirect changes to the control of a Party. Subsequently, the other Parties may jointly cancel the Collaboration Agreement against said Party if the Steering Committee assess that the change may affect the Main Project adversely, or that the change makes it ethically or morally precarious to uphold the Collaboration Agreement.

- 21.4 The Collaboration Agreement shall not be assigned by any of the Parties without acceptance from IFD and prior written consent from all Parties, which shall not be unreasonably withheld. However, each Party may assign the Collaboration Agreement to any affiliate established in the same country owning 100 % of the shares of the company of the assigning Party, without prior written consent from the other Parties.

22. ENTIRE AGREEMENT

- 22.1 This Collaboration Agreement, its Appendices, Subproject Agreements and the Investment Agreement and its Exhibits constitute the entire agreement between the Parties in respect of the Main Project, and supersede all previous negotiations, commitments and writings.
- 22.2 Although the provisions of this Collaboration Agreement have been drafted to reflect the provisions of the Investment Agreement as far as possible, in the event of any conflict between this Collaboration Agreement and the Investment Agreement, (or any Exhibit of the Investment Agreement (other than this Collaboration Agreement)), the Investment Agreement (and its other Exhibits) shall prevail.
- 22.3 Amendments or changes to this Collaboration Agreement may be made only by written instrument signed by an authorised signatory of each of the Parties, other than where any such amendment shall relate solely to the contact details of a Party, or shall otherwise be permitted under any provision hereof, in which event that Party's written notice in accordance with the provisions of this Collaboration Agreement shall suffice. Any amendments to this Collaboration Agreement require the prior written approval of IFD in order to be valid, cf. the Investment Agreement.

23. MISCELLANEOUS

- 23.1 All notifications to be given in connection with this Agreement shall be given to the addresses of the Parties as stated in this Collaboration Agreement with the attention to the Steering Committee member appointed by the relevant Party or by e-mail to such Steering Committee member, unless a Party has instructed otherwise. Any such notification shall be forwarded in copy to the chairman of the Steering Committee, the Project Leader and the Administrator.

24. GOVERNING LAW AND VENUE

- 24.1 The provisions relating to governing law and legal venue as set out in paragraph 18 of the Investment Agreement shall also apply to this Collaboration Agreement.

25. APPENDICES

Appendix 1: Template for Subproject Agreement

Appendix 2: Articles of Association for Foreningen LINX

SIGNATURES ON NEXT PAGES