
PURCHASE AGREEMENT

This purchase agreement (“Purchase Agreement”) is made and entered into effective as from this * 2023 (“Effective Date”) by and between:

EBRAINS, an International non-profit association duly existing and incorporated under Belgian law, having its registered office at Chaussée de la Hulpe 166, “Glaverbel”, 1st floor, Section B, 1170 Brussels, Belgium, with company registration number 0740.908.863, VAT BE0740.908.863 (“EBRAINS” or “Client”)

and

*, a company incorporated and validly existing under * law, having its registered seat at *, registered at the * under the number * (“Supplier”).

Supplier and EBRAINS are collectively referred to as the “Parties” and individually as a “Party”.

Preamble

This Purchase Agreement is governed by the “General Purchase Conditions” as per Annex 1 (“GPC”). All materials, goods, works, services (the “Object”) under this Purchase Agreement and any Scope are solely executed under the GPC.

1. OBJECT OF THE PURCHASE AGREEMENT

Client hereby requests Supplier to provide the Object under the terms and conditions set out in the GPC and this Purchase Agreement.

The Purchase Agreement does not confer upon the Supplier any exclusivity or constitute any type of minimum purchase commitment by the Client.

The Supplier agrees that the Client may, at any time, procure all or parts of the Object from any third party or, in respect of any Object, perform the Object itself.

Unless and until a Scope is documented, effected, approved and duly signed by the Parties all discussions, communications and clarifications between the Parties regarding the provision of the Scope shall be treated as subject to contract and shall not create binding obligations.

Any quotation by the Supplier to provide the Scope on specific terms (including price) shall be deemed to be an offer capable of acceptance by the Client within the period of ninety (90) days following the receipt of such offer and the Supplier shall not withdraw any such offer within such ninety (90) day period.

2. SCOPE OF THE MATERIALS, WORKS AND SERVICES

The Supplier will deliver the Object as per the scope in Exhibit A to this Purchase Agreement (“Scope”).

3. PRICE

In consideration of the conform and timely execution of the Object, to the complete satisfaction of Client, Client will pay to Supplier the price as defined in the Scope (the “Price”).

The invoices are payable only according to the Scope.

4. TERM AND TERMINATION

This Purchase Agreement will commence on (date) (“Purchase Agreement Effective Date”) and will end until it is terminated in accordance with the GPC (the “Term”).

5. INTELLECTUAL PROPERTY

5.1. No rights to pre-existing IP of Client or proprietary IP of Client

Supplier has no rights to any of the Client's concepts, slogans, logo's, images, existing marketing material, inventions, processes, methodologies or trademarks, nor does Supplier have any rights to any materials that have been copyrighted by the Client. The Client owns all rights to its patents, inventions, trademarks, service marks, trade names and other trade indicia. The Client owns all

copyright rights to its materials, including materials, documents, works and services prepared by Supplier. Any inventions, concepts, processes, methodologies, trademarks, works or other material subject to copyright, that were developed by Supplier in part or in whole in connection with Supplier 's duties and responsibilities with or for the Client, shall belong entirely to the Client under this Purchase Agreement, and Supplier shall cooperate fully with the Client to establish and perfect its ownership and title thereto.

5.2. Transfer of all Works and Materials developed under this Purchase Agreement.

Supplier explicitly agrees that any and all rights, claims and interests, to their full extent, with regard to all ideas, concepts, discoveries, inventions, documents, projects, methods, instruments, materials, techniques, models, technical realizations, improvements, software, know-how and other creations of any nature whatsoever which have been conceived, invented and/or created by Supplier, either alone or jointly with others, with or without intervention of the Client in any way whatsoever or within or outside its premises, during, under or due to this Purchase Agreement or otherwise in the hands of Supplier, or linked or in any way related to the activities of the Client, including all preparatory elements dated prior to this Purchase Agreement or beyond the scope of this Purchase Agreement (the "Works") including but not limited to (the right to apply for the registration of) patent rights, design rights, trademark rights, database rights, copyrights, neighboring rights, rights in computer programs, as well as all patrimonial rights with respect to these rights such as the right of exploitation, reproduction, distribution, communication to the public, adaptation and translation, by any and all means, under whatever form, on whatever carrier and for whatever purpose, for all known and future exploitation forms (the "Intellectual Property Rights") are, at the time of their conception, invention or creation, transferred to the Client exclusively, unconditionally, eternally, irrevocably and for the whole world and will thus belong to the Client for their full duration of protection.

5.3. Author's undertakings

By co-signing this Purchase Agreement, (name), representing the Supplier (hereinafter the "Author") will never seek to enforce his/her moral rights in a manner that would limit or damage the normal activities of the Client (or its licensees or assignees). Amongst others, the Author hereby agrees that the Client (or its licensees and assigns) may, at its discretion and in accordance with its needs: (i) decide to exploit the Works, (ii) decide if, when and how the Works will be disclosed, (iii) change, adapt, translate and otherwise modify the Works (with the exception of changes that are harmful to the Author's honor or reputation), (iv) decide not to apply the Author's name on or in relation to the exploitation of such Works (without depriving the Author of the right to, if applicable, make himself known as (co)author of such Works), and (v) exploit the Works by the means, under the forms and in the formats, current, future and known, decided by the Client (or its licensees and assigns).

5.4. Intellectual Property Transfer Agreement

Supplier and Client will sign an Intellectual Property Transfer Agreement at the first demand of the Client.

SIGNATURE

IN WITNESS WHEREOF, the Parties have caused this Scope to be signed by their duly authorized representatives. This Scope may be executed in two or more counterparts in the English language. Signature of this Scope will be accepted by electronic means, and both Parties may rely on the receipt of such document as an original.

EBRAINS

Supplier

Name: _____

Name: _____

Title: Joint-CEO

Title: Director

Date: _____

Date: _____

Name: _____

Title: COO

Date: _____

Annex 1: GENERAL PURCHASE CONDITIONS

These general purchase conditions (the "GPC") govern EBRAINS' purchase from Supplier of the materials, works, goods or services, items, products or components, deliverables ("Object ") defined in a Scope to the Purchase Agreement.

The "Purchase Agreement" is any applicable negotiated and mutually agreed and signed agreement between EBRAINS and Supplier containing legal and administrative conditions governing any provision of Supplier of the Object. The Scope forms integral part of the Purchase Agreement.

The "Scope" is any applicable negotiated and mutually agreed transaction or assignment under a Purchase Agreement signed between EBRAINS and Supplier governing Supplier's provision of the Object.

Other than pursuant to an Agreement, EBRAINS hereby expressly subordinates and conditions its acceptance of Supplier's proposals, quotations or offers to Supplier's acceptance of these GPC.

"EBRAINS" means the EBRAINS entity issuing the Purchase Agreement to Supplier as indicated on the Purchase Agreement.

"Supplier" means the Supplier indicated on the Purchase Agreement.

By signing a Purchase Agreement or by supplying the Object to EBRAINS, Supplier agrees to be bound by these GPC.

1. CONTRACTUAL FRAMEWORK

The terms of this Purchase Agreement expressly exclude any additional terms written on or attached to this Purchase Agreement, Supplier's general terms and conditions of sale, or any other document issued by Supplier in connection with this Purchase Agreement.

2. COMPLETION OF DELIVERY AND ACCEPTANCE PROCEDURE

Unless otherwise designated on the face hereof, risk of loss shall remain with Supplier until receipt of the completed Object by EBRAINS or EBRAINS's agent at destination or until title passes to EBRAINS, whichever is later. If the the Object or any portion of the Object is defective or fails to conform to any Specifications referenced in the Purchase Agreement or the Scope, EBRAINS may, at its sole discretion, (a) reject such the Object, (b) provide Supplier a commercially reasonable time to deliver conforming the Object, or (c) cancel this Purchase Agreement and/or the Scope without prejudice to EBRAINS's right to damages for such breach. EBRAINS may return the Object, for any reason, to the Supplier within thirty (30) days of acceptance for the amount paid by EBRAINS; provided that the Object is returned in its original packaging. Supplier shall furnish any and all documentation required to grant EBRAINS an unencumbered title and free and clear ownership to the Object.

3. PRICE AND PAYMENT CONDITIONS

The prices quoted in the Purchase Agreement are firm until all deliveries have been completed unless otherwise agreed in writing by both parties. Quoted prices include all charges including but not limited to taxes, VAT, inspection, packaging and shipping costs. Sales tax not specifically set out in the Purchase Agreement shall be deemed to be included in the price.

Payment shall be made in sixty (60) days from the date the invoice has been received by EBRAINS. Credits due to rejections or discrepancies on paid invoices will be deducted from subsequent payments.

4. HANDOVER, INSPECTION AND APPROVAL PRIOR TO ACCEPTANCE

Each Object is subject to EBRAINS's inspection and approval within a reasonable time after delivery. An Object which fail to meet contractual specifications may be refused and returned by EBRAINS to Supplier at Supplier's expense and risk.

5. CONTRACTUAL WARRANTY

Supplier warrants to EBRAINS that: that it will deliver or perform Object: (i) with due care, skill, and diligence; (ii) in a professional and workmanlike manner; (iii) in accordance with generally accepted industry standards and practices; (iv) in conformity with the descriptions and specifications made known to the Supplier or as provided in the Agreement where applicable; and (v) free of the rightful claim of third parties by way of infringement, conflict of interest, or the like. In addition, Supplier warrants that the Object will be merchantable and free from defects in design, workmanship and fit for the purpose described in the Scope.

6. INTELLECTUAL PROPERTY RIGHTS

Each party maintains ownership of its pre-existing intellectual property and to intellectual property developed outside the scope of the Purchase Agreement or any Scope.

Except as otherwise provided in the Purchase Agreement, Supplier hereby assigns and transfers, the extent allowable by law, to EBRAINS all right, title, and interest in all work product provided as part of the Object, including but not limited to all intellectual property rights therein.

If Supplier uses any pre-existing Supplier or third party intellectual property in any Object or Service, Supplier grants to EBRAINS an irrevocable, nonexclusive, worldwide, perpetual, royalty-free license to:

- (a) use, execute, reproduce, display, perform, and distribute (internally or externally) such intellectual property; and
- (b) authorize EBRAINS's clients to do any, some, or all of the foregoing.

If notified in writing of any action brought against EBRAINS on a claim that the Object purchased hereunder or any of its parts infringes any patent copyright, trademark, trade secret or any other proprietary right of any third party, Supplier will defend such action at its expense and will pay the costs and damages awarded in any such action. In the event that a final injunction shall be obtained against EBRAINS's use of the Object or any of its parts by any reason of such infringement or if in Supplier's reasonable opinion the Object or any of its parts is likely to become the subject of a claim of infringement of any patent, Supplier will at its expense and as requested by EBRAINS, either procure for EBRAINS the right to continue using the Object or replace or modify same so that it becomes non-infringing but functionally equivalent.

7. ASSIGNMENT

Supplier, shall not delegate or subcontract any obligations, nor assign rights or claims under this Purchase Agreement or for breach thereof, without the prior written consent of EBRAINS, and any such attempted delegation or assignment shall be void. All claims for monies due to or that become due from EBRAINS shall be subject to deduction by EBRAINS for any setoff or counter-claim arising out of this or any other of EBRAINS's orders with Supplier, whether such setoff or counter-claim arose before or after such assignment by Supplier.

8. TERMINATION

EBRAINS shall have the right to terminate the Purchase Agreement or any Scope, also if the Term is fixed and determined, in whole or in part for its convenience with 30 days prior written notice to the Supplier.

EBRAINS may cancel this Purchase Agreement in whole or in part at any time by written notice in the event that.

Supplier:

(1) fails to comply with any term or condition of this Purchase Agreement or the Agreement and upon receipt of a written notice of termination by the Supplier that follows a written notice of Object breach of the Agreement for which the notified breach remained uncured for a period of thirty (30) days after receipt of written notice specifying the breach with reasonable particularity; or

(2) appoints a receiver or trustee in bankruptcy or other similar officer over any or all of its property or assets, files a voluntary petition or has filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days, merges with or is acquired by a third party, or assigns any of its rights or obligations under this Purchase Agreement to a third party without EBRAINS's advance written consent.

Upon the occurrence of any one of the aforesaid events, and in addition to any remedies which EBRAINS may have at law or in equity, EBRAINS may cancel this Purchase Agreement by notifying Supplier in writing of such cancellation and Supplier shall thereupon transfer title and deliver to EBRAINS such work in process or completed the Object as may be requested by EBRAINS.

EBRAINS shall have no liability to Supplier beyond payment of any balance owing for the Object purchased hereunder and delivered to and accepted by EBRAINS prior to Supplier's receipt of the notice of termination, and for work in process requested for delivery to EBRAINS.

9. CONFIDENTIAL INFORMATION

Without prior written consent of EBRAINS, Supplier shall neither disclose to any person other than its affiliates, employees, agents and representatives, nor use for its purposes other than performing of the Purchase Agreement, any information received from EBRAINS pursuant to this Purchase Agreement including, but not limited to, confidential, trade secret, or proprietary information concerning EBRAINS, drawings, blueprints, descriptions or specifications which are part of this Purchase Agreement (the "Information"). Information shall also include, but not be limited to, any data, business information, technical information, information regarding products, software, services and documentation, all opportunities, inventions, discoveries, procedures, processes, trade secrets, technical information, know-how, plans, specifications, identity of customers and identity of suppliers, all financial information relating to the business and affairs of EBRAINS, and reports generated by or for EBRAINS relating to the business and affairs of EBRAINS, which in any case is either (a) marked as confidential or proprietary, or (b) reasonably understood to be confidential or proprietary based on the information disclosed or the manner or means of disclosure. The Parties agree that the deliverable and work product related to or resulting from the Purchase Agreement or any Scope shall be deemed the Confidential Information of EBRAINS. Upon termination of this Purchase Agreement, Supplier shall return to EBRAINS all written Information delivered to Supplier or generated by Supplier pursuant to the performance of this Purchase Agreement. Supplier shall not disclose to EBRAINS any information which Supplier deems to be confidential and it is understood that any information received by EBRAINS, including all manuals, drawings and documents, will not be of confidential nature or restrict the use of such information by EBRAINS.

10. DATA PROTECTION AND GDPR

Supplier must implement information security policies and safeguards and will use industry standard safeguards and security technologies (including, if applicable, encryption, password protection and changes, and firewall protection) to protect against the disclosure, destruction, loss, or alteration of EBRAINS's Confidential Information. If Supplier is processing or transferring personal data (as defined by the applicable Data Processing Legislation) on behalf of EBRAINS, Supplier will (i) comply with the requirements applicable to Supplier under data protection laws and regulations, including where applicable REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95 / 46 / EC (General Data Protection Regulation) (the "GDPR") (collectively, "Data Protection Legislation"); (ii) ensure that its actions are consistent with EBRAINS's Privacy Policy (; and (iii) if required by EBRAINS, execute additional supplemental data protection terms. Supplier shall be responsible for all acts, omissions, and damages arising from the violation of this provision by its affiliates, contractors, subcontractors, and Supplier personnel. Any processing of personal data by Subcontractor on behalf of Client pursuant to this Agreement shall be subject to the signature of EBRAINS's Data Processing Agreement.

11. COMPLIANCE

Supplier undertakes to be and remain in compliance with and shall comply with all applicable laws, regulations and ordinances. Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Purchase Agreement. Supplier shall comply with all export and import laws of all countries involved in the sale of Object s, Works and Services under this Purchase Agreement. Supplier assumes all responsibility for shipments of Object s requiring any government import clearance.

12. APPLICABLE LAW

This Purchase Agreement shall be governed by and interpreted in accordance with the laws of Belgium. The parties exclude from this Purchase Agreement the application of the United Nations Convention on Contracts for the International Sale of Goods. Only the courts of Brussels, Belgium are competent in case of dispute. The language of the procedure shall be French.

13. LIABILITY AND INDEMNITY

Supplier will be liable to and indemnify and hold EBRAINS its clients, and their respective representatives harmless from any and all claims or demands (including all losses, damages, and liabilities resulting from such claims or demands, and all related costs and expenses, including reasonable legal fees and expenses) arising from or in connection with (i) Supplier's performance, omission, fault, act of, or failure to perform, any of its obligations under this Purchase Agreement or any Scope, (ii) an act or omission of Supplier in its relationship with its representatives or Suppliers, and (iii) any infringement or claim of infringement of any intellectual property rights associated with the Object , Works or Services provided in connection with this Purchase Agreement.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and replaces all prior communications or agreements.

15. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall be found to be invalid or unenforceable, the invalid or unenforceable portion shall be construed so that it is enforceable and the remainder of the Agreement shall remain in full force and effect.

16. WAIVER

No delay or failure by either party to exercise or enforce at any time any right or provision of the Purchase Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Purchase Agreement. A waiver to be valid shall be in writing.