

SAMPLE ANALYSIS AGREEMENT

This agreement is made and entered into by and between:

[company], a company organised under the laws of **[country]** , with its principal place of business at **[street, zipcode, town, country]**, hereinafter referred to as: "Company",

and

DSM Food Specialties B.V., a private company with limited liability, organised under the laws of the Netherlands, with its principal place of business at A. Fleminglaan 1, 2613 AX Delft, the Netherlands, hereinafter referred to as: "DFS",

WHEREAS

DFS disposes of samples of **[specify samples]**, hereinafter referred to as the "Samples";

The Company is interested in testing the Samples in its laboratory;

DFS is willing to provide the Samples to the Company and the Company is willing to test the Samples, under the terms and conditions set forth in this Agreement.

IT IS HEREBY AGREED AS FOLLOWS

1. Handling, testing and use

1.1 The Company will use the Samples exclusively for the purpose of testing in its laboratory, hereinafter referred to as the "Purpose".

1.2 The Company will handle, test, use and/or keep (i) the Samples, (ii) any product treated with or affected by the Samples, and (iii) any other result or information obtained from DFS in connection with the Company's activities within the scope of the Purpose, including know-how, computer data and other information, all of the foregoing hereinafter collectively referred to as the Samples and Test Results, exclusively in the Company's laboratory.

1.3 The Company will handle, test, use and/or keep the Samples and Test Results in conformity with all applicable legal requirements and all conditions instrumental to the preservation of the Samples and Test Results separate from the Company's own goods and sources of information. The Company will under no circumstances use the Samples and Test Results on human beings.

1.4 The Company will not multiply any of the Samples and Test Results, change or modify the composition or integrity of the Samples and Test Results without the prior written consent of DFS.

2. Information

Upon its request the Company will inform DFS immediately and without limitation about the experiments in which the Samples and Test Results are or have been used and about the results thereof, which information can be freely used by DFS.

3. Confidentiality

3.1 The Company will not at any time publish, divulge, furnish or make accessible to anyone (i) the Samples and Test Results, (ii) any information disclosed by DFS in connection with the delivery of the Samples, or (iii) the existence of this agreement and the Company's actions contemplated by this agreement. All of the foregoing hereinafter collectively referred to as the "Confidential Information".

3.2 The Company will obtain from all of its employees and advisors to whom it shall be necessary to disclose the Confidential Information for the Purpose and/or who shall acquire Confidential Information on-the-job, the undertaking to maintain the same confidentiality as applies to the Company and will apply its best efforts to enforce such undertakings if and when necessary.

4. No license beyond the Purpose

The Company will (and will obtain from its employees and advisors who shall acquire Confidential Information the undertaking that they will) at no time, directly or indirectly, derive from the possession or use of the Samples and Test Results and/or the Confidential Information, any (proprietary) right or title to or interest in the Samples and Test Results, the Confidential Information, and/or other know-how or patentable intellectual property rights derived from or based on the Samples and Test Results and/or the Confidential Information and shall not claim any legal right or title thereto, either by means of patent application or otherwise.

5. Indemnification

The Company will indemnify DFS and will hold DFS harmless from any and all liabilities, damage and costs arising out of or in connection with the Company's possession and/or use of the Samples and Test Results and/or the Confidential Information. DFS shall not be liable for any liability, damage or cost incurred by the Company (including but not limited to damages for the Company's liability towards third parties) in the course of or in any way connected with the Company's handling, testing, use or storage of the Samples and Test Results and/or the Confidential Information except to the extent that the same will be shown to be due to gross negligence on the part of DFS.

6. Duration

The duration of this agreement is at the sole discretion of either party. Immediately upon DFS's request, the Company will (i) return all Samples and Test Results which have not been used up at the time of receipt of DFS's request (including all remaining quantities thereof), (ii) return all Confidential Information to DFS, and/or (iii)

delete/remove all Confidential Information that will at that time be stored in its computer system or in other automated form. Upon the termination of this agreement, the Company's obligations set forth in clauses 3, 4 and 5 hereof shall survive for a period of five (5) years.

7. Communication

Any communication which is required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered personally with receipt acknowledged, telefaxed with receipt acknowledged (and with a confirmation copy also sent by mail), delivered by a reputable commercial courier service with receipt acknowledged, or mailed as follows:

If to the Company, to:
[company]
[street]
[zipcode and town]
[country]
Attn.: [name]
Telefax: [faxnumber]

If to DFS, to:
DSM Food Specialties B.V.
A. Fleminglaan 1
2613 AX Delft
The Netherlands
Attn.: Legal Counsel
Telefax: + 15 279 4170

8. Assignment

8.1 This agreement may not be assigned in whole or in part without the other party's prior written consent.

8.2 The reference to the Company does - for the avoidance of doubt - not include any subsidiaries or affiliates of the Company.

9. Applicable law and jurisdiction

This agreement shall be governed by and construed in accordance with the laws of the Netherlands. All disputes arising out of or in connection with this agreement, or further agreements resulting therefrom, shall be submitted to the exclusive jurisdiction of the competent courts in the Netherlands.

IN WITNESS whereof the Parties have entered into and duly signed this Agreement in twofold as of [-----] 2002.

DSM FOOD SPECIALTIES B.V.

[company]

By : [name]
Its: Managing Director

By : [name]
Its: [position]

By : [name]
Its: Managing Director