

Annex 3 to the DTL Partner Agreement

DTL Partner categories, minimal term of partnership, and Partner fee structure

As defined in the DTL Partner Agreement a DTL Partner is a public or private organisation that is an independent legal entity with an active scientific and/or commercial interest in Life Science Technology expertise and/or infrastructures, that supports the DTL mission and aims, that wants to actively participate in the DTL network, and that has signed the DTL Partner Agreement. The DTL Alliance is the formalised collaborative network of organisations (DTL Partners) that all have signed the DTL Partner Agreement.

According to article 3.6 of the DTL Partner Agreement, DTL Partners shall pay a yearly partnership fee to DTL according to the fee structure and minimal partnership period that relate to the nature and size of the Partner’s organisation. This annex to the DTL Partner Agreement gives an overview of the categories of Partners recognised within the DTL Alliance, of the minimal partnership period and of the Partner fee structure.

Article 1 CATEGORIES OF DTL PARTNERS

1.1 DTL recognises the following categories of organisations that want to become a DTL Partner and join the DTL Alliance, as worked out in the table below:

| DTL Partner category | DTL Partner sub-category | Employees | Turnover | or | Balance sheet total | Examples |
|---------------------------------|---------------------------------|------------------|-----------------|----|----------------------------|--|
| 1. Research organisation | 1a. Large | ≥ 250 | | | | Universities, UMCs, private research institutes |
| | 1b. Small | < 250 | | | | Private research institutes |
| 2. Industry | 2a. Large | ≥ 250 | > € 50 m | | > € 43 m | Global life science companies, large technology providers |
| | 2b. Medium-sized | < 250 | ≤ € 50 m | | ≤ € 43 m | Medium-sized life science companies, technology providers, service providers |
| | 2c. Small | < 50 | ≤ € 10 m | | ≤ € 10 m | Small life science companies, technology providers, service providers |
| | 2d. Micro | < 10 | ≤ € 2 m | | ≤ € 2 m | Start-up life science companies, technology providers, service providers |

1.2 Organisations with an interest in becoming a DTL Partner will provide proof to DTL on which Partner category applies to them, before signing the DTL Partner Agreement. The applicable Partner category is indicated for the specific organisation in article 3.1 of the DTL Partner Agreement, and confirmed by undersigning the DTL Partner Agreement by the Partner and by DTL.

- 1.3 In case an organisation that wants to become a DTL Partner does not fit any of the above categories, DTL has the right to add a new discriminatory Partner category to this list.
- 1.4 DTL follows the EC guidelines for small & medium enterprises (SMEs). As an example, if a company has less than 10 fte, and the annual turnover OR balance sheet total is less than €2 million, the micro DTL sub-category applies. If a company with less than 10 fte has an annual turnover of more than 2 million AND the balance sheet exceeds €2 million, the small DTL sub-category applies.

Article 2 MINIMAL TERM OF PARTNERSHIP AND ANNUAL PARTNERSHIP FEE PER PARTNER CATEGORY

2.1 The partnership with DTL comes with an obligatory annual Partner fee, and with a minimal term of partnership, as worked out per Partner category in the table below:

| DTL Partner Category, ex. Article 1 of this annex | Minimal term of DTL partnership | Annual contribution (without VAT) |
|--|--|--|
| 1a. Large research organisation | 3 year | € 20.000 |
| 1b. Small research organisation | 2 year | € 7.500 |
| 2a. Large industry | 2 year | € 20.000 |
| 2b. Medium-sized industry | 1 year | € 5.000 |
| 2c. Small industry | 1 year | € 1.500 |
| 2d. Micro industry | 1 year | € 500 |

- 2.2 For a given Partner, the applicable minimal term of DTL partnership starts at the Commencing Date, as determined in article 5 of the Partner Agreement, and set on the signing page of the signed agreement.
- 2.3 Partnership fees are due as of the Commencing Date of the signed Partner Agreement and during the period of partnership. Fees will be invoiced as follows:
 - a) First year: within 2 weeks of signing the DTL Partner Agreement.
 - b) Subsequent years: on an annual basis, within 30 days prior to the annual Extension Date applicable to the Partner, as determined in article 5.4 of the Partner Agreement, and until the full partnership period has terminated.

Article 3 GENERAL TERMS

- 3.1 This annex is an integral part of the DTL Partner Agreement.
- 3.2 DTL has the right to modify this annex only after prior consultation of the DTL Partner Advisory Committee. Such prior consultation of the PAC is not required if DTL uses its right to add a novel Partner category, as described in article 1.3 of this annex.
- 3.3 DTL has the right to accept reasonable requests for collective partnership of organisations that fall in the category of medium-sized and/or small industry. In such cases, DTL will determine the applicable collective annual contribution payable to DTL, as well the minimal commitment term, all on reasonable grounds.

3.4 Any future changes that affect the annual Partner fee of an existing Partner organisation will be immediately communicated to the particular DTL Partner, and will only become effective after the minimal commitment period applicable to the Partner organisation, so that a partner has at least 30 days before the term of annual renewal to terminate the Agreement, according to the termination clauses set in the undersigned Partner Agreement.