

Letter of agreement

Parties involved are:

- *VitaK BV*, whose registered office is at Universiteitssingel 50, 6229 ER Maastricht, The Netherlands, herein designated as **VitaK**, and
- *VitaK Products BV*, whose registered office is at Universiteitssingel 50, herein designated as **VP**.

Whereas it is in the interests of VitaK to eliminate all antibody sales from its operations, and

Whereas VP is interested to acquire the rights to produce and sell such antibodies

Parties agree that:

Product description

1. VP receives the non-exclusive right to use the anti-MGP antibody-producing clones as developed by VitaK; present clone numbers are:

Ab clone #	directed against	detects in plasma
52.1#C5D	MGP peptide 3-15 non-phosphorylated	desphospho-MGP
19E#1	MGP peptide 3-15 phosphorylated	phospho-MGP
B.D4.4	MGP peptide 35-49 non-carboxylated	descarboxy-MGP
B11A#1	MGP peptide 35-49 non-carboxylated	descarboxy-MGP
G8A#1	MGP peptide 35-54 carboxylated	gammacarboxy-MGP

2. Also anti-MGP producing clones that may be developed in the future fall under this agreement.

Rights to be transferred

3. VP receives the right to produce (or have produced by a third party) antibodies with the aid of these clones; the production may be executed by a third party in charge of VP.
4. VP receives the right to sell these antibodies worldwide for the explicit use as free antibodies to be used in Western blots and immunohistochemistry (not as part of kits or other purposes, see paragraph 6).
5. Sales may take place via distributors (companies) or to end-users (scientists, universities, etc.).
6. For the use of said antibodies in test systems for MGP detection in body fluids such as blood plasma, serum, urine, saliva or synovial fluid separate agreements must be made in which the large investments by VitaK for research and patent protection will be considered. VP is not allowed to sell antibodies for application in test systems without VitaK's explicit permission.
7. As from January 1, 2008 VitaK transfers its present clients for free antibodies (Alexis, Immundiagnostik) to VP, and refrains from selling to third parties of antibodies acquired via VP.
8. Present clients receiving antibodies for use in test-kits are IDS and Biomedica. Contracts have been concluded between VitaK and these parties.

- a. For the contract with Biomedica, VP receives the right to invoice according to the signed contract, but only if VP commits to provide the requested materials according to the Biomedica contract. So: this is not a materials transfer + invoice, but materials transfer followed by royalties payment on the basis of sold test kits.
 - b. For the contract with IDS, VitaK will pursue all negotiations. VP will receive the right (but not the obligation) to supply the antibodies and materials according to contract. In the mutual settlement with VitaK, an amount of 4 x the cost price will contribute to the gross sales of VP, the surplus (if any) will be seen as a compensation for the costs in this project that have been made by VitaK and will be immediately claimable by VitaK.
 - c. For all future contracts it is clear that the negotiations will be pursued by VitaK, and that a settlement for sharing the benefits will be agreed comparable to that described for IDS.
 - d. In all cases in which VP is not prepared or not willing to supply antibodies to VitaK contract partners, VitaK is entitled to deliver these antibodies either from its own stores (even those bought from VP) or via a third party.
9. Although this is not intended at the present time, VitaK is entitled to produce or have produced antibodies using the abovementioned clones, and to sell these antibodies worldwide without exception. In practice, sales by VitaK will only take place if the quality of the antibodies produced by VP does not meet generally accepted standards, or in case of a serious dispute between VitaK and VP.

Financial details

10. Any and all up-front payments and budgets for research will go to VitaK without restriction.
11. The royalties VitaK receives from VP for compensation of the transferred rights is:
 - a. For the first € 10.000,-- gross sales by VP no royalties are due to VitaK; this amount will be regarded as a compensation for fixed costs of VP.
 - b. In case VP's gross sales will mount above € 10.000,--, VitaK will receive 50% of the surplus as royalties.
12. Because VitaK executes research from its own budget directed at extending the application possibilities of anti-MGP antibodies, VP has an immediate interest in VitaK's research. Therefore, parties agree that the antibodies required for VitaK's own research or shared with research partners on a non-profit base will be provided to VitaK at a price not higher than 4 x VP's buying price (or 4 x the production costs if the antibodies are produced by VP itself). Sales to VitaK will be included in the assessment of VP's gross sales.

Miscellaneous

13. This agreement replaces all previous contracts and agreements between VitaK and VitaK Products.

14. This agreement is made for the year of 2008. It must be seen as a first attempt to regulate the business between two closely related parties. At the end of 2008 (not later than November) parties will evaluate this settlement and decide on continuation and on any changes that are required. It is foreseen that, based on the experiences in 2008, a full and detailed contract will be constructed and signed not later than December 31, 2008.
15. This Agreement is governed by Dutch law provided that the patent law of the country where any patents are filed, pending or granted, shall govern the construction, interpretation and resolution of issues such as infringement, validity, enforceability or any other patent issue.
16. This Agreement is made on the basis of mutual confidence and any differences should be resolved on an amicable basis. Any dispute, controversy or claim arising out of, or relating to, this Agreement, or the breach, termination or invalidity thereof which cannot be resolved through discussions between the parties, shall be settled by arbitration in accordance with the arbitration rules of the Dutch Arbitration Act as at present in force and with Maastricht as legal venue. The language for arbitration procedures will be Dutch.

Signed on behalf of:
VitaK BV

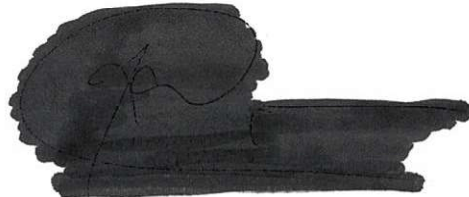
Date: March 1, 2008
Place: Maastricht



C. Vermeer, president

VitaK Products BV

Date: March 1, 2008
Place: Maastricht



L.J. Schurgers, president