TERMS AND CONDITIONS OF GENOMESCAN B.V.

1. Definitions

In these terms and conditions (the "**Terms and Conditions**") the terms listed below are defined as follows:

1.1. **Agreement** shall mean any oral or written agreement between GenomeScan and Client under which GenomeScan has agreed to render Services to the Client, any amendment or supplement thereto, and all (legal) acts in preparation and/or execution of that agreement.

1.2. **Client** shall mean the entity purchasing the Services from GenomeScan or the entity that has otherwise entered into an Agreement with GenomeScan subject to these Terms and Conditions.

1.3. **Data Processing Agreement** shall mean the agreement to be signed between the Parties if Personal Data is to be processed by GenomeScan as part of the Services for Client.

1.4. **Force Majeure** shall mean any delay or failure attributable in whole or in part to any cause beyond the Party's reasonable control, including but not limited to acts of God, fire, flood, tornado, earthquake, hurricane, lightning, government actions, actual or threatened acts of war, terrorism, civil disturbance or insurrection, pandemic, sabotage, failure or delay in delivery by GenomeScan's suppliers or subcontractors, transportation issues, or shortage of energy.

1.5. **Material** shall mean any and all compounds, samples and human or other (biological) material provided by Client and specified in the Agreement in the quantities and quality criteria as specified in the Agreement and/or the applicable Sample Submission Guide.

1.6. **Party** shall mean the Client or GenomeScan, together the **Parties,** that have entered into an Agreement.

1.7. **Personal Data** shall mean any information provided by Client to GenomeScan under the Agreement relating to an identified or identifiable natural person. For the purpose of these Terms and Conditions, an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.8. **Results** shall mean the outcome of the analyses ordered by the Client, including data and reports.

1.9. **GenomeScan** shall mean GenomeScan B.V., a limited liability company incorporated under the laws of the Netherlands, with its registered offices at Plesmanlaan 1 d (2333 BZ) Leiden, registered in the Chamber of Commerce under number 61315532.

2. Applicability

2.1. These Terms and Conditions govern the offering, sale and rendering of all services including but not limited to genetic testing or analysis services related to genomics, epigenetics, microbial profiling, DNA/RNA sequencing and diagnostic services (the services herein referred to as the "**Services**") from or on behalf of GenomeScan to Client and apply to all similar dealings between GenomeScan and Client, including all requests for offers and orders by the Client with respect to the purchase of Services and all legal relationships arising from the foregoing. The Terms and Conditions shall similarly apply to GenomeScan's directors, employees and any third parties involved by GenomeScan.

2.2. These Terms and Conditions supersede any and all prior oral and written quotations, communications, agreements, and understandings of the parties in respect of the rendering of Services and shall apply in preference to and supersede any and all terms and conditions submitted by the Client. Failure of GenomeScan to object to terms and conditions set by the Client shall in no event be construed as an acceptance of any terms and conditions of Client.

2.3. Any change, addition or deviation from the quotation or offer provided by GenomeScan, these Terms and Conditions or any other Agreement shall be valid only if agreed in writing by the authorized representatives of the Parties.

2.4. Any electronic communication between the Parties shall be considered to be a "writing" and/or "in writing". The electronic communication system used by GenomeScan will serve as sole proof for the content and the time of delivery and receipt of such electronic communication.

3. Quotation, Agreement and Services

3.1. Quotations or offers made by GenomeScan in whatever form, are not binding upon GenomeScan and merely constitute an invitation to the Client to place an order. All offers issued by GenomeScan are valid for 1 (one) month unless stated otherwise in writing. If an order is placed online, the order shall encompass that what was indicated for that order on the website.

3.2. An Agreement shall come into effect upon the written confirmation by an authorized representative of GenomeScan of (i) a Client's written acceptation of a quotation provided by GenomeScan or (ii) an order by a Client.

3.3. If, and insofar as an Agreement has not yet been concluded in accordance with Section 3.2, the Agreement will be considered as concluded under these Terms and Conditions as soon as GenomeScan starts rendering Services to the Client at its express written or oral request.

3.4. GenomeScan shall not accept orders for which the payment is made dependent on specific Results.

3.5. GenomeScan shall render the Services in a professional manner, in conformity with good industry practice, with due observance of the applicable (inter)national laws and regulations provided that:

a. GenomeScan's obligations are based solely on the information and specifications set out in the quotation and any written clarifications provided by Client;

b. Client is responsible for disclosing all applicable regulatory requirements, specialized standards, or compliance frameworks (including but not limited to GCP, ISO standards, GLP, GMP, or similar) that may apply to the Services. Any such requirements that are not explicitly specified in the quotation shall require a separate written agreement regarding scope, timeline, and costs before GenomeScan commences or continues the relevant work;

c. The Client is responsible for reviewing the quotation for any missing requirements. GenomeScan reserves the right to suspend commencement or continuation of work when ambiguity exists regarding applicable standards or regulatory requirements. In such cases, GenomeScan will request written clarification from the Client.

3.6. Unless expressly stated otherwise in the Agreement, any times or dates for the rendering of Services by GenomeScan are estimates and shall not be of the essence. GenomeScan is entitled to render the Services as stated in the Agreement in parts and to invoice separately. In no event shall GenomeScan be liable for any delay in rendering the Services. Delay in rendering the Services shall not relieve the Client of its obligation to accept the Services and to pay the rate specified in the Agreement for the Services rendered. In the event of a delay, GenomeScan will inform the Client at the earliest opportunity.

3.7. Should GenomeScan find itself unable to carry out the Services within six (6) months after the Agreement becomes effective as per the conditions outlined in Section 3.2 due to factors caused by the Client (including, but not limited to delays in delivering Materials), GenomeScan retains the right to

a. independently modify the prices as set out under the Agreement for the Services. GenomeScan will promptly notify the Client of this unilateral adjustment to the pricing at the earliest feasible instance.

b. terminate the agreement in accordance with articles 8.2.i and 8.3.

3.8. GenomeScan will be entitled to engage third parties as subcontractor in the execution of the Agreement upon written notice thereof to the Client. If Client has well-founded objections to the use of certain subcontractors, Client may make this known to GenomeScan and, after proper consultation, such subcontractor will no longer be engaged in the execution of the Agreement and the Services.

4. Material and Personal Data

4.1. Any Material provided by the client shall remain the property of the Client. The Client grants GenomeScan, and if required any third parties engaged by GenomeScan, the right to use such Material for the purpose of performing the Services. This use includes any control testing if GenomeScan considers such testing necessary.

4.2. Client will assure, to the best of their knowledge, that Material is not harmful to GenomeScan personnel. Client shall provide GenomeScan with any reasonable assistance required for the safe execution of the Services by GenomeScan.

4.3. The Material shall be provided by the Client in accordance with the applicable requirements (such as cooling, if required), relevant shipping regulations and the applicable laws. Client needs to contact GenomeScan before shipping samples from outside the EU to clarify anything related to customs (documents, permits). GenomeScan shall not be liable for any damages that occur to the Material. The Client bears the costs for shipping samples to GenomeScan. Shipment will be done by Client's preferred logistics company.

4.4. GenomeScan acquires ownership of any materials resulting or arising from the Material provided by the Client and which are necessary in order to render the Services (e.g. libraries).

4.5. GenomeScan shall destroy any Material, including the materials referred to in article 4.1 and 4.4, after the completion of the Services, unless otherwise agreed in writing between the parties. If there is agreement on sample retour shipping, the shipment will be done by Client's preferred logistics company at the Client's risk.

4.6. Parties acknowledge and agree that the Material may include Personal Data, or such Personal Data may be required for or result from the Services. In such event, Parties shall be required to enter into a Data Processing Agreement. If Client refuses to enter into such Data Processing Agreement, GenomeScan may terminate any Agreement in accordance with Section 8.2. The Personal Data shall be provided by the Client and processed by GenomeScan solely in accordance with the Data Processing Agreement.

4.7. The Client shall provide GenomeScan timely with the Material, Personal Data and other relevant information, documentation, and data (the "Client Information") required to render the Services. Personal Data shall be provided by the Client in accordance with the Data Processing Agreement as referred to in Section 4.6 above but shall at a minimum be pseudonymized in such a way that the Personal Data can no longer be attributed to a specific individual without the use of additional information and such additional information is kept separately by the Client and not provided to GenomeScan. GenomeScan is not obligated to commence the rendering of the Services before it has received the required Client Information in the agreed form. If GenomeScan receives any Client Information later than agreed, the estimated term for the rendering of the Services will be extended at least by the duration of this delay. Notwithstanding the foregoing, the obligation to provide pseudonymized Personal Data shall not apply to the contact details of the Client.

5. Results, Intellectual Property, and terms of use

5.1. The Client shall retain all right, title and interest in any and all intellectual property right in and to the Client Information provided to GenomeScan under the Agreement and shall obtain ownership of the Results of the Services insofar as such Results fall within the scope of the Agreement, subject to Section 5.2. Any reports or research Results provided digitally by GenomeScan to Client shall be fully owned by Client, subject to Section 5.2.

5.2. The ownership of the Results of the Services shall not pass to the Client, and full legal and beneficial ownership of such Results shall remain with GenomeScan, unless and until GenomeScan has received payment in full for the Services rendered.

5.3. GenomeScan shall own all right, title and interest in any and all intellectual property rights developed or reduced to practice by GenomeScan (i) prior to the effective date of the Agreement or independent of the Services thereunder, and (ii) any and all improvements and modifications thereto developed in connection with rendering the Services or otherwise under the Agreement, and (iii) all inventions developed in connection with the Services or otherwise under the Agreement, provided that the improvements, modifications and inventions are of general applicability and do not relate to any Client Information received from the Client.

5.4. If Results are to be used to determine treatment options for one or more patients, it is the Client's responsibility to verify the correctness of the Results and to correctly interpretate the Results in the clinical context. GenomeScan is not liable for any act or omission that harms or injures a patient or causes a patient's death.

5.5. GenomeScan intends that its services be used only in a lawful and ethical manner. Parties agree to comply with all applicable laws, regulations, and ethical guidelines promulgated by established national and international ethical bodies when performing the Service and using the Result. GenomeScan operates in compliance with the OECD Guidelines for multinational enterprises (MNEs) (https://mneguidelines.oecd.org).

5.6. Results may not be used for the development of biological weapons, terrorism, the support of terrorist groups, extortion, or any other criminal activities.

6. Acceptance and Payment

6.1. The Client shall within thirty (30) calendar days following the receipt of (the Results of) the Services complete any acceptance tests. If the Client does not notify GenomeScan in writing of any non-conformance of the Services in view of the Agreement, all Services rendered will be deemed accepted by the Client.

6.2. The Client shall pay GenomeScan the fees and expenses specified in the Agreement within thirty (30) days following the date of GenomeScan's invoice for Services rendered, unless agreed otherwise in writing by the authorized representatives of the Parties. Payment shall be done by means of transfer into the bank account mentioned on the invoice. All payments shall be made without any deduction on account of any taxes and free of set-off or other counterclaims. Prices and fees specified in the Agreement do not include value added tax. If no 'fixed price' is included in the Agreement, the amount to be paid by the Client will be determined by GenomeScan through post-calculation, based on the rates per unit of time set out in the Agreement. If a 'recommend price' is set out in the Agreement, the amount stated is an estimate of the costs, without obligation of GenomeScan.

6.3. In the event that full payment has not been received on any outstanding payment within thirty (30) days, GenomeScan has the right to, without prejudice to any of GenomeScan's other rights:

a. demand that any outstanding payments with Client become immediately due and payable;
b. immediately suspend (further) execution of the Agreement until any amounts outstanding are paid in full;
c. charge the statutory interest applicable with a minimum of one percent (1%) per month, with a part of a month considered a full month, from the due date computed on a daily basis until all amounts outstanding are paid in full;
d. all legal fees and out-of-court expenses incurred by GenomeScan, including a 15% collection charge based on the entire outstanding invoiced amount (with a minimum of €250), are payable by the Client, with no need to provide proof that these costs have been incurred.

6.4. If any facts or circumstances give GenomeScan reason to fear that the Client will not fulfil its obligations under the Agreement or will not fulfil them (or have them fulfilled) in full, the Client shall, immediately at the first request of GenomeScan provide sound security (in the form of pledge, surety or otherwise) for the payment(s) owed and/or make an advance payment. If the Client fails to provide such a security or advance payment, GenomeScan has the right to immediately suspend (further) execution of the Agreement and to halt all Services, and all amounts owed by the Client will become immediately due and payable.

6.5. Any complaint with respect to the invoice must be notified to GenomeScan in writing within seven (7) calendar days after the date of invoice. Thereafter the Client shall be deemed to have approved the invoice.

7. Confidential Information

7.1. Each Party shall keep secret and shall not disclose any information of a confidential nature obtained from the other Party in relation to the Agreement or during its execution ("Confidential Information") for a period of five (5) years after the disclosure thereof, with the exception of Confidential Information that:

i. is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public;
ii. was already known by the receiving Party before receiving the Confidential Information from the disclosing Party or is hereafter rightfully disclosed to the receiving Party by a third party legally permitted to make such disclosure without restriction on use or disclosure;
iii. is permitted to be disclosed by receiving Party pursuant to the prior express written consent of disclosing Party;
iv. is required to be disclosed pursuant to applicable law, however, disclosing Party shall give receiving Party prompt written notice sufficient to allow disclosing Party to take whatever action it deems necessary to protect its Confidential Information.

Notwithstanding the foregoing, the Results are considered Confidential Information of the Client and GenomeScan's duty to hold the Results in confidence shall remain in effect indefinitely.

7.2. Each Party shall use the Confidential Information of the other Party solely in the context of the Agreement. Parties will impose their obligations under this Article 7 to any third party engaged by them.

7.3. All Confidential Information (including all copies thereof) shall at all times remain the property of the disclosing Party and shall be returned to the disclosing Party upon the first request of that Party thereto, except that the receiving Party may retain one copy of the Confidential Information solely for legal, archival purposes.

8. Term and Termination

8.1. An Agreement enters into effect in accordance with Section 3.2 and shall automatically expire upon completion of the Services, unless the Agreement is terminated earlier as provided in Article 8.2.

8.2. GenomeScan may forthwith terminate ('*opzeggen*' of '*ontbinden*') this Agreement with immediate effect, without the intervention of a court, without liability for any compensation for damages, and without prejudice to any of its other rights under this Agreement, and in addition to any other remedies available to it by law or in equity, by registered letter to the Client in the event that:

i. the Client fails to comply with its material obligations arising from the Agreement upon receipt of a written notice from GenomeScan specifying the nature of the breach, or, if capable of remedy, the breach is not remedied within thirty (30) days after receipt of a written notice from GenomeScan specifying the nature of the breach and stating its intention to terminate this Agreement if such breach is not cured;

ii. the Client becomes or is declared insolvent or a petition in bankruptcy has been filed against it or in the event a receiver or custodian is appointed for its business, or if a substantial portion of its business is subject to attachment or similar process and such application, assignment, commencement, filing, or corporate action continues for, and/or is not otherwise discharged or withdrawn on or before, a period of thirty (30) days.

8.3. If GenomeScan terminates the Agreement pursuant to Section 8.2 above, any outstanding payments by the Client become immediately due and payable. In addition, the Client is obliged to pay the fee for any Services rendered by GenomeScan until the effective date of termination. The Client shall, furthermore, reimburse to GenomeScan all costs that will be reasonably incurred by GenomeScan after the effective date of termination of the Agreement pursuant to commitments entered into by GenomeScan prior to the effective date of termination provided. GenomeScan will use commercially reasonable efforts to mitigate such costs. The foregoing shall be without prejudice to GenomeScan's right to claim full compensation for project management costs, damages or loss of earnings and any cost for legal assistance in or out of court. In the absence of evidence to the contrary, the compensation shall amount to at least 15% (fifteen percent) of the fees agreed in the Agreement, with a minimum of €250 (exclusive of VAT).

8.4. Upon expiration or termination of the Agreement for any reason, the Data Processing Agreement shall terminate similarly.

8.5. The terms of Article 7 of these Terms and Conditions shall survive 5 (five) years after termination or expiration of the Agreement. Sections 5.4, 5.6, 6, 8, 9, 11.3, and 12 shall survive for an indefinite period of time. In addition, any other provisions which are required to interpret and enforce the Parties' rights and obligations under the Agreement shall also survive any termination or expiration of this Agreement, but only to the extent required for the full observation and performance of the Agreement.

9. Warranties, Liability and Indemnification

9.1. Parties acknowledge and agree that GenomeScan shall perform the Services in a professional manner but shall not, in any way whatsoever, be obliged to achieve a certain result unless specified in the quotation. The parties are aware that nonconforming Results are to be expected if the minimal quality criteria are not fulfilled for the Material provided by the Client. GenomeScan will not be held liable for a non-conformance due to Material quality issues, improper sample shipment, improper instructions given by the customer, improper data handling by the customer, or Force Majeure. If the expected result is not achieved, Parties shall remain bound to comply with their contractual obligations, except in the event of malicious intent, wilful misconduct, or gross negligence on the part of GenomeScan.

9.2. The Client warrants and represents to GenomeScan that:

a. the Client Information (including any Material and Personal Data) that is provided by Client to GenomeScan under the Agreement or otherwise, is obtained and processed in full compliance with all applicable laws and regulations, including the EU Regulation 2016/679 and any EU legislative instrument superseding, amending, or replacing this Regulation, and the national laws dealing directly or indirectly with personal data, including the Dutch Data Protection Act (the "Data Protection Laws");
b. no third-party intellectual property rights are infringed by the use of the Client Information or Material for the Services as set out in the Agreement or otherwise covered under these Terms and Conditions;
c. the technical and organizational measures used by GenomeScan to store and use the Personal Data for the Services are considered appropriate by Client;

9.3. GenomeScan (and any third party engaged by GenomeScan in the execution of the Agreement) accepts no liability and hereby excludes any liability, save for gross negligence or wilful misconduct of GenomeScan or its officers, for:
a. Losses (as defined in Section 9.5) suffered by the Client in the application or use of the Results;
b. Losses arising directly or indirectly as a result of substandard cooperation by the Client, after GenomeScan had informed Client that such cooperation is substandard;
c. Any consequential or indirect losses, loss of profits, loss of business (opportunities), loss of data, loss of goodwill, loss of expected savings or any other form of special damages;
d. GenomeScan shall not be held liable for any product liability claims or losses incurred by the Client arising from any Results produced by GenomeScan's Services (to the maximum extent permitted by applicable law).

9.4. To the extent permitted by applicable law and save for gross negligence or wilful misconduct of GenomeScan or its officers, the liability of GenomeScan shall be limited to breach of the Agreement that can be attributed to GenomeScan ('*toerekenbare tekortkoming*'). Notwithstanding the foregoing, the total aggregate liability of GenomeScan under or related to (i) these Terms and Conditions, (ii) the Agreement, (iii) the law or (iv) noncontractual liability or otherwise shall be limited to the direct damages to the extent actually suffered by the Client and shall not exceed the lowest of the following amounts: the total value of the relevant Service from which the liability arises or the amount actually paid by the insurance company of GenomeScan.

9.5. The Client shall defend, indemnify and hold harmless GenomeScan and its respective officers, directors, employees and successors and permitted assigns (collectively, "GenomeScan Indemnitees") from and against any and all damages (including awarded by any court or administrative authority), liability, costs and expenses, including legal costs (together the "Losses"), in each case arising out of third party demands, claims, actions and lawsuits that are asserted or alleged against any GenomeScan Indemnitee arising out of or in connection with: (i) the Client's negligence, acts or omissions and/or non-compliance with the applicable laws, (ii) GenomeScan's processing of any Materials or the use of any Results produced by GenomeScan's Services (to the extent permitted by applicable law) or (iii) any breach of the Terms and Conditions or the Agreement, including any breach of warranties, or the gross negligence or wilful misconduct of Client in the performance of its obligations or exercise of its rights under the Terms and Conditions and/or the Agreement, always provided that this indemnity shall not apply if such Losses arise from the gross negligence or wilful misconduct by GenomeScan Indemnitees.

9.6. Any claim for compensation against GenomeScan shall lapse if such claim has not been notified to GenomeScan in writing within 1 (one) year after the grounds on which the claim is based are known to the Client or could have been reasonably known to the Client.

10. Force Majeure

10.1. A Party shall not be obliged to perform any obligation if it is prevented from doing so by a situation of Force Majeure.

10.2. If a situation of Force Majeure lasts for more than ninety (90) calendar days, the Parties shall be entitled to terminate the Agreement by rescinding it in writing. What has already been performed pursuant to the Agreement shall in that case be settled proportionately, without the Parties otherwise owing each other anything.

11. Miscellaneous

11.1. Parties may communicate with each other by electronic mail. Parties recognize the risks associated with electronic mail including, but not limited to, distortion, delays, interception, manipulation, and viruses. Parties hereby declare that they shall not hold each other liable for any damage incurred by either of them as a result of the use of electronic mail. This also applies to the use of electronic communication between GenomeScan and – irrespective of the form – third parties including, but not limited to the Dutch tax authorities. The parties shall do or omit all that can reasonably be expected of them to avoid such risks. If a Party should be in doubt as to the content of an electronic message received, the content of the message originating with the sender shall be decisive.

11.2. The invalidity or unenforceability of any provision of this these Terms and Conditions shall not affect or limit the validity or enforceability of any other provisions hereof. Any such invalid or unenforceable provision shall be replaced or deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provision shall be as close as possible to the intent of the invalid or unenforceable provision.

11.3. The Client cannot assign its obligations and rights under the Terms and Conditions, a quotation or offer by GenomeScan or any Agreement to a third party without the prior written consent of GenomeScan.

11.4. In case of conflict between these Terms and Conditions and an Agreement, the provisions of the Agreement shall prevail.

11.5. The parties hereto are independent contractors and nothing in this Agreement will constitute the parties to be partners, nor constitute one party the agent of the other party, nor constitute the relationship to be a joint venture. Neither party shall have, or shall represent that it has, the authority or power to act for or to undertake or create any obligation or responsibility, express or implied, on behalf of, or in the name of the other party.

12. Applicable law and jurisdiction

12.1. These Terms and Conditions, any quotation or offer made by GenomeScan or any Agreement shall be governed exclusively by the laws of the Netherlands. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

12.2. All disputes arising from these Terms and Conditions, any quotation or offer made by GenomeScan or any Agreement, including disputes regarding its existence and validity, that the Parties cannot resolve in mutual consultation, shall be settled exclusively by the competent court in the district of the Hague, the Netherlands.

13. Final Provisions

These Terms and Conditions have been filed at the office of the Trade Register of the Chamber of Commerce in The Hague, the Netherlands under number 61315532. These Terms and Conditions can also be downloaded from the website of GenomeScan and will be forwarded upon request.