General Terms for Sequencing Services

April 26, 2024

Blueprint Genetics Oy
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Finland
VAT No: FI22307900

1. PURPOSE AND SCOPE

Except to the extent agreed in a separate writing, these General Terms are applied to Sequencing Services (the "Services") provided by Blueprint Genetics Oy (hereafter the "Supplier") to a customer ("Customer"). The Customer is the individual placing the order for Services or, if that person is acting on behalf of a legal entity, the entity specified in the order. These General Terms, including the information in the on-line or paper order form, and any separate writing signed by both the Supplier and the Customer form their entire agreement concerning the Services (the "Agreement").

The Services are only provided to hospitals, qualified medical professionals, medical researchers and organizations holding applicable licenses, regulatory approvals and other legal prerequisites for ordering the Services (collectively "Professionals"). Blueprint Genetics does not offer any Services directly to research subjects or other individuals who are not qualified medical professionals or medical researchers and reserves the right to reject any orders if the Customer is unable to provide appropriate credentials.

The Supplier is an independent professional services provider specialized in supporting Professionals with refined information concerning variations in the human genome and the scientifically established clinical relevance of such variations. Unless expressly designated by governing regulatory authorities in the Customer's jurisdiction, the Supplier does not act in any healthcare-providing capacity or engage in patient care activities or clinical judgement or decision-making regarding the patient.

The Services provided under this Agreement and the related pricing information and Service descriptions are set out on the Supplier's website and are available through its customer support. The Supplier may amend the specifications, these General Terms and the list of prices from time to time by posting new versions on its website.

2. ORDERING

The Customer orders the Services either by using the Supplier's online service and following the instructions contained in the online service, or by completing a paper order form and following the instructions given in the form. The Customer will ensure that each authorized user of the Supplier's online service shall be properly authorized or licensed to order Services under the laws of the country from which the order originates. An order is valid only after the Supplier has provided the Customer with a confirmation of the order, electronically or otherwise. The Supplier reserves the right to refuse any order submitted.

The Supplier reserves the right to cancel an order after 180 days from the placement of the order without notice in case it has not properly received the sample to be tested and/or sufficient information for testing the sample. If the Supplier agrees to keep the order open for an extended period of time, such extension does affect the Supplier's right to cancel the order at any time after such extension or to cancel any other order after 180 days of such other order's placement. After cancellation, the sample (if any), will be disposed of within 12 months, unless earlier disposal is required by applicable laws.

3. OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for:

i) Familiarizing itself with the Supplier's Services descriptions and specifications and ensuring that the Services fit the Customer's purpose and needs;

ii) Maintaining all necessary licenses, permits, accreditations, authorizations and certifications to order the Services and send individuals' samples for testing by Supplier, which will be performed in Finland;

iii) Complying with all applicable laws and ensuring that it only provides such information and samples to the Supplier that the Customer has the right to provide and the Supplier has the right to process under all applicable laws;

iv) Following the instructions of the Supplier's online system or order form, as applicable, to input the required information;

v) Providing full and complete billing information, including but not limited to the full legal name of the entity to be billed, address and other information required for the Supplier's invoice to be paid;

vi) Ensuring that the quality and quantity of the sample is sufficient to perform the ordered test(s);

vii) Ensuring appropriate sample collection and handling prior to shipment and that the samples are packed and transported in an appropriate manner.

viii) Ensuring that only authorized person(s) have access codes to the Supplier's online ordering service and informing the Supplier of any changes thereto;

ix) Providing notice to, and obtaining any consent from, the research subject required under applicable laws and keeping the notice and consent documentation on file, as applicable;

x) Ensuring that a research subject's relative(s) or legal guardian(s) are consulted and informed in accordance with applicable laws, if the research subject is incapable of undergoing genetic testing independently, and that all documents concerning the research subject are executed by an authorized person;

xi) Ensuring that any information concerning limiting or revoking an individual's consent or other legal basis for processing their sample and information is promptly delivered to the Supplier;

xii) Ensuring that Supplier is authorized to collect, process, transfer and store individuals' personal information in Finland or other regions as otherwise consistent with the Services;

xiii) Providing its accurate and up-to-date contact information to the Supplier and replying promptly to the Supplier's inquiries that are essential for the performance of the Services; and

xiv) Any decisions taken based in whole or in part on, or in connection with, the Services.

4. OBLIGATIONS OF THE SUPPLIER

The Supplier shall be responsible for:

i) Providing the Services in accordance with these General Terms, the Supplier's methodology, Service descriptions and product descriptions and such degree of skill and care that is ordinarily exercised under similar circumstances;

ii) Complying with all applicable laws; and

iii) Delivering test results though the Supplier's online service, or if so ordered, by regular post to the Customer's address, in the form and manner specified in the Service descriptions.

5. DELIVERY OF RESULTS

If the Supplier confirms a test order, it will endeavor to deliver results

within the timeline specified in the applicable service description. While the Supplier will endeavor to provide the results as soon as reasonably possible, it is not responsible for any delays due to unforeseen events. For testing in Finland, certain national holidays will postpone the availability of results. These national holidays are:

(i) Christmas Eve (Dec 24), Christmas Day (Dec 25), Boxing Day (Dec 26), New Year's Day (Jan 1), Epiphany (Jan 6), Good Friday (variable) and Easter Monday (variable).

If the national holiday occurs on Saturday or Sunday, the availability of results will not be postponed.

If the Customer provides insufficient information for testing the sample, the delivery of results may be delayed.

The online service may encounter short maintenance breaks, notice of which breaks will be given at least 24 hours in advance on the online service. By using the online service, the Customer accepts the terms of use of the online service, as amended and posted on the online service from time to time.

6. PRICES; PAYMENT TERMS

The Supplier shall invoice for the testing Services after the results have been made available on the Supplier's online service or sent to the Customer, in accordance with the Supplier's price list in force at the time when the order was confirmed. Unless otherwise agreed to by the Supplier, the terms of payment are 14 days net from i) the date the results are available on the Supplier's online service or the date of delivery or ii) the date of invoice, whichever is later. Interest on delayed payments is payable in accordance with the Interest Act of Finland. VAT and other indirect taxes will be added in accordance with applicable laws.

The Supplier shall have the right to suspend its performance of the Services without liability if the Customer fails to pay in accordance with this Agreement.

Credit limits: A credit limit (if any), may be set and adjusted from time to time by the Supplier at its sole discretion based on financial information the Customer provides. The total amount owed by the Customer to the Supplier at any time shall not exceed the credit limit (if any) set by the Supplier, and orders to the Supplier above the credit limit shall be paid in cash in advance of delivery or by other means acceptable to the Supplier.

Notwithstanding the foregoing, the Supplier reserves the right to request payment in advance at its sole discretion, as set forth in the Advance Payment Policy below.

Advance Payment Policy: The Services shall be paid in full in advance. For this purpose, the Supplier shall invoice the Customer for the Services in advance. The payment is due upon invoice reception. The Supplier will not fulfill any orders until the respective invoice has been paid in full. In the event that the Supplier decides, at its sole discretion, to fulfill an order prior to payment, such decision does not affect the Supplier's right to seek advance payment for any other orders.

If the Customer requests the Supplier to bill a patient or a third-party payor for Services, the Supplier will consider such request and will notify the Customer of the Supplier's acceptance. This written notice will address any limitations or objections. If the Supplier agrees to bill a patient or other third party for Services, the Customer will provide in a timely manner all information required by the Supplier to properly invoice and receive payment, including the status of the patient as an inpatient, outpatient or nonpatient of the Customer. If the Customer is in the United States, the Supplier will only bill the Customer for Services provided in respect of inpatients and outpatients, such as Medicare beneficiaries, for whom the Supplier may not bill a third-party payor. The Customer will ensure that all required billing information accompanies each specimen submitted for testing. If the Supplier agrees to bill the patient, the Supplier will only perform the ordered test after receipt of applicable payment from the patient. The Customer will not request the Supplier to bill any third-party payor for services that the Customer is responsible for billing or is otherwise paid as part of its arrangement with the third-party payor. The Customer agrees to indemnify and hold the Supplier harmless in the event of any action related to any claims submitted by the Supplier to a third-party payor.

7. STORING OF THE SAMPLES

Unless otherwise required by applicable laws or technical limitations, the Supplier may store samples for up to 12 months after the test has been conducted in order to enable any verifications which may be requested by the Customer. After storage, the samples will be disposed of without notice per the Supplier's sample disposal schedule. If an individual has given consent for the extended storage of their samples, the Supplier may store the samples for a longer period of time, however, the Supplier cannot guarantee storage for any samples beyond what is required for Supplier to perform the Services.

Unless otherwise agreed to by the parties, the Supplier shall not return any samples. Any such returns and applicable service charges will be agreed upon separately in writing. If retaining the sample is of importance to the Customer, the Customer shall inform the Supplier about this when placing the order.

8. CUSTOMIZATION OF SERVICES

The Supplier may, at its sole discretion, agree to customize the Services for the specific Customer's needs in a manner that deviates from its Service descriptions or standard practices communicated at the time of ordering ("Customized Services"). Unless otherwise agreed to by both parties, such customization is performed within the Supplier's general diagnostic and quality requirements. However, the Supplier gives no representations or warranties as to the appropriateness, meaningfulness or fitness for any particular use of any Customized Services.

9. SERVICES PROVIDED ONLY FOR RESEARCH USE

Services may be available only for research use. These Services are not subject to the quality demands of the Supplier's diagnostic Services. In particular, these Services can be completed without fulfillment of the Supplier's diagnostic performance, validation and general quality standards. In no event may these non-diagnostic Services be used as a basis for clinical management decisions.

With certain low-quality samples, the Supplier may have to use rigorous variant filtering, which may increase the risk of false negative test results. Certain sample types also involve the risk of sequence variations caused by laboratory tissue manipulation.

Certain tests performed only for research use have a high failure rate due to inherent limitations of sample material and methodologies. The Customer shall be liable for the full cost of failed tests, for those tests the Supplier has identified to the Customer as having a high risk of failure.

The Supplier shall confirm whether a particular test is only for research use upon confirming the order for the test.

10. DISCLAIMER; LIMITATION OF LIABILITY

The Supplier only gives the representations and warranties expressly set out in this Agreement. No other representations or warranties are given or implied. Specifically, and without limiting the generality of the foregoing, the Supplier does not give any representations or warranties as to the accuracy of any results contained in any reports generated by the Services. The Customer acknowledges that it understands the nature of the information provided through genetic testing and that the accuracy of the tests is less than 100%. The Supplier shall be liable for direct damages that it has caused to the Customer through the gross negligence or willful misconduct of Supplier. The Supplier shall be liable for damages that it has caused to the research subject only if and to the extent so required under a mandatory provision of applicable laws. Other than the foregoing, and to the fullest extent possible under applicable laws, the Supplier shall not be liable for any direct, consequential, indirect or any other damages arising out of the Services or use of the results generated as a result of the Services. Other than as expressly stated herein, all representations and warranties are hereby disclaimed and excluded by Blueprint Genetics. In no case shall the liability of the Supplier exceed the amount paid by the Customer for the particular Service. All claims shall be submitted within six (6) months from the reporting of the test results, otherwise the claim is deemed to be expired and to have lapsed.

11. SUBCONTRACTING

The Supplier may subcontract its obligations under this Agreement.

The Supplier will be liable for the work of its subcontractors.

12. FORCE MAJEURE

Neither Party shall be liable for delays and damages caused by an impediment beyond its control, which it could not have reasonably taken into account at the time of the conclusion of the Agreement, and whose consequences it could not reasonably have avoided or overcome. A force majeure event suffered by a subcontractor of a Party shall also discharge such Party from liability, if subcontracting by other source cannot be made without unreasonable costs or loss of time. A Party shall without delay inform the other Party of a force majeure event in writing.

13. COMPLIANCE WITH CERTAIN LAWS

Each Party represents and warrants that it has not been convicted of a crime related to healthcare and is not currently sanctioned or subject to sanction by any government agency in its country or jurisdiction of organization in respect of any governmental health care programs. A Party shall notify the other within five (5) days, in writing, if circumstances change to render the preceding representation false. Such change in circumstances shall constitute cause for the other Party to immediately terminate this Agreement. For purposes of this paragraph, a Party is defined as the entities entering into this contract and its principals, shareholders, directors, officers and affiliates.

As used in this Agreement, the following terms have the specified meanings:

i) "Restricted Country" means any country against which any U.S. Export Control Authority has imposed an embargo or special trade sanction, including but not limited to the exports or re-exports of items to individuals or entities within, or controlled or majority owned by, any such country or their government.

ii) "Restricted Person" means an entity or individual to which U.S. exports and re-exports are either prohibited or require an export license by any U.S. Export Control Authority.

iii) "U.S. Export Control Authority" includes without limitation 1) the U.S. Department of Treasury's Office of Foreign Asset Control, 2) the U.S. Department of Commerce's Bureau of Industry and Security, and/or 3) the Department of State's Directorate of Defense Trade Controls.

iv) "Transaction" means supplying goods and/or services to the Supplier, and/or requesting the Supplier to provide goods and/or services, including but not limited to laboratory testing services.

The Customer acknowledges and agrees that the Supplier is subject to the laws of the United States and, as such, may be prohibited from, or would require a special license to, engage in transactions involving any Restricted Country and/or a Restricted Person.

The Customer represents, covenants, and warrants that under this Agreement neither the Customer, nor its subsidiaries, any director, officer, agent, employee, or affiliate of the Customer will engage in any Transaction in connection with any country that at the time of such Transaction is an Restricted Country, or with any person or entity that at the time of such Transaction is a Restricted Person. If the Customer engages in any such Transaction in connection with this Agreement, then the Supplier shall have the right:

i) to refuse to continue with the Transaction including but not limited to not testing any specimen(s) received in violation of this provision,

ii) to immediately terminate this Agreement notwithstanding anything in this Agreement, and

iii) to assert any other remedy available under applicable law.

If the Customer believes that a violation of a law or requirement governed by a U.S. Export Control Authority is likely to have occurred related to this Agreement, then the Customer will promptly notify the Supplier of the circumstances of such likely violation. The Customer agrees to reasonably cooperate in investigating and terminating such likely violations, and to reasonably cooperate with any US government investigation, inquiry and other action related to any applicable US export control law. This export control provision shall survive the expiration or termination of this Agreement.

The Customer shall include export control provisions that are at least as protective in any agreement that is related to this Agreement.

Notwithstanding anything in this Agreement, liability under this Clause 13 is not limited.

14. OTHER PROVISIONS

The individual ordering the Services on behalf of the Customer represents and warrants to the Supplier that he/she is authorized to:

i) enter into this Agreement on behalf of the Customer; and

ii) order the Services under applicable laws or that he/she has been authorized by a person holding such authorization.

All changes and amendments to this Agreement shall be agreed in writing in order to be valid.

In case any provision of this Agreement would be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby. Upon such determination that any provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement, so as to effect the original intent of the Parties as closely as possible.

The Supplier reserves all intellectual property rights in relation to products of the intellect that it uses or has used and/or develops or has developed in connection with providing the Services in respect of which the Supplier holds or can exercise copyrights or other intellectual property rights. The Customer shall have the right to reproduce Supplier-generated written documents and data for its own internal use to the extent that it is consistent with the purpose of the Services.

Neither Party may assign this Agreement without the written consent of the other Party except in connection with the assignment or transfer of the related business operations. The Supplier shall, however, be entitled to assign its obligations to any Group Company and its receivables under this Agreement to a third party.

The Supplier shall treat the Customer's orders and Customer-provided information as confidential information. Unless the Supplier is required under applicable laws to disclose confidential information, or the Supplier or persons affiliated with or working for the Supplier act in any disciplinary, civil, administrative or criminal proceedings in which this information may be of importance, the Supplier and such person(s) shall neither disclose confidential information nor provide such information to third parties, other than Group Companies, affiliates, subcontractors, IT service providers and the Supplier's insurers and legal or financial advisors. The Supplier may also disclose confidential information to insurance companies and other payors if authorized by the Customer or if permitted to do so directly under a provision of applicable law. The Supplier shall take reasonably appropriate measures in order to protect the confidential information.

The Supplier shall have the right to mention the Customer's name and broadly describe the Services provided to potential and existing customers and investors, as an illustration of the Supplier' experience.

The Supplier's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision or prevent the Supplier thereafter from enforcing each and every provision of this Agreement.

Customers of Blueprint Genetics Oy: to the extent that personal data provided by the Customer to the Supplier is subject to the General Data Protection Regulation, the Data Processing Annex annexed to this Agreement shall apply.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of Finland, excluding the application of its conflict of laws rules and principles which would require the application of the laws of any other jurisdiction. All disputes

arising out of this Agreement or the Services shall be resolved in the district court of Helsinki, Finland.

DATA PROCESSING ANNEX

This annex (the "Annex") forms an integral part of Blueprint Genetics' General Terms (the "Agreement") dated April 26, 2024. To the extent there are any conflicts or discrepancies between terms of the Agreement and terms of this Annex, terms of this Annex shall take precedence.

Definitions

The terms used in this Annex shall have the same meanings as given in Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "Regulation"). Such terms include without limitation controller, processor, personal data, data subject, processing and personal data breach. Where not defined in the Regulation, all capitalized terms used but defined herein shall have the same meaning as in the Agreement.

Purpose

The Customer is the sole controller of the Customer's personal data or has been instructed by and obtained the authorization of the relevant controller(s) to agree to the processing of Customer's personal data by the Supplier as set out in this Annex. With this Annex, the parties agree that Customer appoints the Supplier as its processor to process Customer's personal data during the term of Agreement under the terms agreed in this Annex.

Supplier shall process the personal data only to further its obligations set forth in the Agreement and in accordance with the written instructions provided by Customer. The personal data relates to the Customer's patients and their family members. Supplier may process the following personal data for furthering its obligations relating to the purpose, some of which are special categories of personal data:

- Name
- Date of birth
- Gender
- Ethnicity
- Nationality
- Family history and relationships
- Specimen identification number and equivalent identifiers
- Identifiable genetic information
- Email, phone number, address, fax number

Supplier must immediately notify Customer, if it considers that the written instructions provided by Customer for processing personal data are in violation of the Regulation or national data protection laws. In addition to the terms of this Annex, the parties agree to comply with the Regulation as applicable to each party.

Transfers to third countries

Customers located in the European Union or the European Economic Area: Supplier shall not transfer personal data outside EU or EEA as part of the Services, unless Customer has provided its written consent in advance for the transfer. In such event, Supplier must also comply with the obligations that the Regulation specifies for international transfers.

Customers located outside the European Union or the European Economic Area ("Third Countries"): If the Customer is located in a Third Country, the Supplier is entitled to transfer personal data to such third country for the performance of the Services. The Supplier may also transfer personal data to its Group Companies and affiliates located in Third Countries, in which situation the Supplier must also comply with the obligations that the Regulation specifies for international transfers.

Sub-processing

Supplier is entitled to use sub-processors for processing personal data, provided that it notifies Customer in writing of its intention no later than 30 days in advance. Supplier's obligation to notify concerns intended adding, removal or change of a sub-processor. After receiving notification, Customer has the right to object to the intended change in the use of a sub-processor. When using sub-processors for processing personal data, Supplier agrees that it will impose data protection terms on any sub-processor it appoints that protect the personal data in a no less stringent manner as provided for by this Annex. Supplier is fully liable for its sub-processors' compliance with the requirements of this Annex. A list of approved sub-processors can be found at www.blueprintgenetics.com/sub-processors. The list will be updated from time to time.

Confidentiality

All personal data processed by Supplier on behalf of Customer is considered Customer's confidential information and Supplier shall not disclose the personal data to anyone or use it for any other than the purpose and secondary use specified in this Annex. Supplier ensures that only such people shall have access to the personal data that is necessary for furthering such purpose and secondary use and that such people shall be subject to a strict duty of confidentiality, contractual, statutory or otherwise, and shall not permit any person to process the personal data who is not under such a duty of confidentiality. The duties of confidentiality in respect of personal data subject to the Regulation shall survive the termination or expiration of the Agreement.

Security

Supplier shall implement reasonably appropriate technical and organizational measures to protect the personal data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the personal data. Such measures shall take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for natural persons' rights and freedoms. Such measures can include, as appropriate:

a) the pseudonymization and encryption of personal data;

a) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

b) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

c) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

Personal data breaches

Supplier must notify Customer without undue delay about personal data breaches it becomes aware of, so that Customer can comply with the provisions of the Regulation regarding personal data breach notifications within the set time limits. When notifying Customer, Supplier must include necessary details about the personal data breach and also otherwise provide reasonable assistance for the Customer. Supplier must also take all such other necessary measures to mitigate or remedy the effects of the personal data breach and to prevent further breaches.

Contact information and data protection officer

For notifications and any privacy-related matters, the Supplier shall contact the Customer's data protection officer, if the contact information for such person has been provided by the Customer. If the Customer does not have a data protection officer, the Customer is obligated to designate a contact person responsible for data protection for the purpose of processing personal data. The Customer will provide the contact information of the contact person referred to here or data protection officer to the Customer in writing.

Contact information for the Supplier's data protection officer: privacy@blueprintgenetics.com

If this contact information changes, the Supplier shall notify the Customer immediately.

Data protection impact assessment

If Supplier becomes aware that the planned processing would cause a high risk for the rights and freedoms of natural persons it must notify Customer about this and assist the Customer, if necessary, in conducting a data protection impact assessment.

Data subject's rights

Taking into consideration the nature of the data processing, Supplier must reasonably and without undue delay assist Customer, including by applicable technical and organizational measures, to fulfill any request from a data subject to exercise its rights under the Regulation. Such rights may include, as they are described in the Regulation,

rights of access, correction, objection, erasure (“right to be forgotten”) and data portability. If such requests are made directly to Supplier, it must notify Customer about the request without undue delay.

Audits

Supplier shall permit Customer to audit Supplier’s compliance with these terms,and shall provide reasonable access and make available to Customer all systems, premises, resources, information and staff as necessary for Customer to conduct such audit. Audits will be performed during normal business hours with the aim of causing as little disruption to Supplier’s business operation as reasonably possible. Customer must also provide reasonable advance notification of planned audits. Both parties are responsible for their own costs and expenses relating to an audit.

Term and effects of termination

This Annex enters into force on April 26, 2024 and shall thereafter remain in force until the Agreement is terminated or expires under its terms. At the termination or expiration of the Agreement, Supplier shall, at Customer’s option and instruction, delete or return all personal data to Customer and delete also all copies of the personal data, unless national or EU or member state law requires Supplier to retain some or all of that data. In such event any further processing of the personal data is prohibited, except to the extent required by law. The personal data will be deleted in accordance with the applicable service description.