

IntegraGen SA - GENERAL TERMS AND CONDITIONS OF SERVICES
[English Translation of Information purposes only]
(January 2019 version)

1. Preamble

The present General Terms and Conditions of Services, insofar as they are completed by the specific conditions according to that which shall be explained herein, are applicable to all service contracts proposed by: IntegraGen SA, a corporation organized under the laws of the Republic of France with share capital of EUR 6.551.669, having a place of business at Genopole Campus 1 – Genavenir 8, 5 rue Henri Desbruères, 91000 EVRY, registered under the number B 432 176 543 RCS Evry, tel: +33 160 910 900, intra-community VAT: FR 93 432 176 543 00010, - www.integragen.com, as service provider (hereinafter referred to as “IntegraGen”).

The following serves to inform the Client as to the conditions and terms for the delivery of services provided by IntegraGen (hereinafter referred to as “Provision of services”).

2. Definitions

The different words or expressions used herein must be understood in light of the following definitions:

“Client” shall be understood as referring to a natural or legal entity, acting in a professional capacity as specified under the introductory article of the French Consumer Code, and possessing the means necessary to the use of the proposed services.

“Data” shall be understood as referring to all data, including personal data, provided by the Client or collected by IntegraGen in the course of the Provision of services.

The Provision of services offered, ordered either separately or not, and from which the particular conditions will result, shall be understood as : SNP Genotyping, DNA methylation analysis, gene expression profile analysis, CNV/ LOH analysis, complete genomic amplification of a collection of samples, DNA and RNA sequencing, DNA and RNA extraction. Bioinformatic and biostatistic analysis of the data generated by one or several application of the above-described.

3. Scope and Application of General Terms

The present General Terms and Conditions apply to any and all services provided by IntegraGen.

Each request for services made by a Client shall be subject to an estimate established by IntegraGen, outlining the specific conditions of those services and, to that effect, specifying the exact nature of the services to be delivered, their quantities, the technical methods of execution agreed upon by both the Client and IntegraGen, the associated fee or price specially agreed upon, the duration of the services to be provided and all other information relevant to the performance of the requested service(s).

In the event of a contradiction between the present General Terms and Conditions and any special conditions agreed upon by the two parties, specifically as they appear in the estimate, the latter shall take precedent within their own strict limitations.

Any special condition, appended agreement or modification of the initial contractual conditions must be expressed in writing between IntegraGen and the Client, without which the agreement of the parties will be exclusively constituted by the present General Terms and Conditions, completed only by the terms regarding the performance of contemplated services and the associated price as it appears in the estimate established by IntegraGen.

The present General Terms and Conditions shall take precedent over all other service terms, sales terms or purchasing terms, other predetermined contractual documents or standardized clauses originating from the Client, unless IntegraGen has expressly accepted these stipulations in writing. In the event that the Client’s general terms should contain similar conditions, the general terms accompanying the offer will take precedent.

The offer shall be understood as the firm proposition to enter into a specified contract under equally specified terms. The acceptance shall, for its part, be understood as the expression of willingness by which a person agrees to sign the specified contract under the terms stipulated by the offering party, even if it includes additional or different elements, insofar as these elements do not alter the economic terms of the offer.

IntegraGen’s failure to effectively exercise the rights specified under the present General Terms and Conditions shall, in no event, be construed as a renunciation to any of said rights.

4. Order

Any order sent to IntegraGen implies the Client’s acceptance, with no exceptions, of the present General Terms and Conditions from the moment they are brought to the Client’s attention prior to the order. Any copy of the General Terms and Conditions sent by IntegraGen to a Client representative, whether by post, fax or email, shall constitute proof that the latter has effectively been informed. The term “Client representative ” as used hereunder shall be understood as referring to any corporate officer, director, employee or agent entering into a relation with IntegraGen as respects the negotiation of the services in question.

To place an order, the Client must provide all relevant information on the order form provided by IntegraGen: name, first name, address and, in the context of a legal entity, their: registered company name, registered headquarters, registration number..., and, if necessary : their intercommunity VAT identification number, the SIRET number, the Client number (assigned at the moment of the initial order), the name and title of the individual authorized to place the order and pay the invoice, the delivery address and phone number, and the reference number and precise description of the service in question. In the event that the individual authorized to make payment is not the Client, all relevant information for the individual must be included on the order form and accompanied by the necessary documentary evidence proving the authority with which the individual shall make the payment.

The order form shall be sent to IntegraGen by mail to the following address: 5, rue Henri Desbruères, Genopole Campus 1 – Genavenir 8, 91000 EVRY or by fax to the following number: +33 160 777 910.

The contract shall take effect upon IntegraGen’s reception of the order form corresponding exactly to the estimate provided by this company and which has been sent within the period of validity of the estimate, and shall not require an order confirmation to formalize the contract.

5. Fees

The fees shall be communicated upon receipt of an estimate request sent by the Client specifying the nature and characteristics of the Provision of services ordered.

Except for any specifications to the contrary, the fees shall be expressed in Euros, exclusive of VAT (Value Added Tax) or other taxes. The price applicable to the order is the price communicated in the estimate included in the order form that the Client has returned.

Except when a specific request is made by the Purchaser evidencing the right to enjoy specific rules as regards VAT, in particular for geographical reasons, it is the applicable French VAT that shall be payable, i.e. 20% calculated on the total price exclusive of VAT and of any other taxes and duties, and after any reductions have been applied.

Any additional service provision or all service provisions not taken into account in the specific terms will result in additional payment, following IntegraGen’s agreement to provide these additional services.

If a change of circumstances that was unforeseeable at the time of the Effective Date of this Agreement fundamentally alters the equilibrium of the contract and renders its performance excessively onerous for a Party [which had not accepted the risk of such a change], said Party may ask the other Party to

renegotiate the Agreement. Nonetheless, Parties must continue to perform their mutual obligations under the Agreement during the renegotiation period. In the case of refusal or failure of renegotiations, the Parties may agree to terminate the Agreement.

Delivery charges shall be paid by the Client.

With regard to foreign deliveries, an express delivery charge shall be prepaid by IntegraGen and, consequently, added to the invoice. For all deliveries in metropolitan France, shipment costs will be invoiced at the public price of the shipment method chosen by IntegraGen.

All taxes, rights and other services to be paid which are applicable by French or Community regulations, or the regulations of the importing country or a transit country, are the responsibility of the Client. As a consequence, the agreed price shall otherwise be increased to include all taxes, rights, or current or future taxes for which IntegraGen could be held responsible for paying in the event of delivery of services.

6. Payment

Payment for Provision of services must be made in Euros by the Client within thirty (30) days following the issue date of the invoice, by any means agreed upon, with all bank fees or risks of change being the responsibility of the Client. The results and the materials produced remain the property of IntegraGen until full payment of the price, as well as of any interest and expenses related to any late payment, as specified under Article 2367 and the following of the French Civil Code (Code civil).

Except for any condition mentioned in precise terms, payment shall be made in two (2) instalments: half of the agreed sum shall be paid at the time of the order upon the viewing of the invoice sent by IntegraGen; the balance shall be due upon delivery of the material ordered or delivery of test results, and in accordance with the invoice accompanying the delivery.

No discount shall be applied in the event of settlement prior to the payment due date, unless otherwise indicated on the invoice.

Payment in the present terms is not merely the delivery of a bill of exchange or check implying an obligation to pay, but the acknowledgement that the amount is duly honoured by the due date.

In the event of late payment, IntegraGen reserves the right to suspend the execution of the order in progress, as well as all other orders made by the Client in question.

All late payment shall hereby be subject to, and without need of formal notice, a lump sum of debt collection equivalent to forty (40) euros and to penalties for late payment at a rate equivalent to three (3) times the legal interest rate in application of Article L. 441-6 of the French Commercial Code (Code de commerce). In the event of default on a payment and fifteen (15) days after formal notice with no result, IntegraGen reserves the right to terminate the contract according to the terms, which shall be specified hereafter, without prejudice to the damages that IntegraGen shall claim. The Client will be held responsible for any and all expenses incurred by debt collection, including any ministerial and/ or legal fees.

For clients with public status, the regulations for public orders in terms of payment deadline shall apply.

7. Execution

Deadlines for execution are contingent upon the services ordered. Any deadline for a service performed by IntegraGen is included in the estimate.

When the estimate indicates that the service contract is entered into for a certain period of time and shall be renewable by tacit agreement, said contract will be renewed automatically for equal periods of time, except in the event of termination by one of the two parties, expressed in a registered letter with recorded delivery at least two (2) months prior to the expiration date of the period in progress at the time of termination.

IntegraGen services will be delivered only if the Client has respected the payment obligations of prior invoices and if the totality of the information required for the Provision of services has been provided to IntegraGen.

In the course of the Provision of services, the parties can modify said services via written mutual agreement.

8. Biological Material provided by the Client

The Client warrants in particular, including but not limited to, that it has taken every necessary measure in order to comply with the legal and regulatory provisions concerning the collection, the conservation, the transport and the transfer of the biological material.

The Client hereby agrees that any biological material and associated data furnished to IntegraGen for the services ordered have been rendered irreversibly anonymous or pseudonymized prior to being sent to IntegraGen.

The Client hereby undertakes that all biological material furnished to IntegraGen for the Provision of services has been voluntarily provided by every donor. The Client hereby guarantees that individuals from whom genetic data has been collected have given their clear and total informed consent to the fact that the data concerned will be used in a program on behalf of the Client. Moreover, the Client hereby guarantees to have informed these persons individually:

- of the nature of the information communicated;
- of the means and purposes of the data processing;
- of the identity of the natural or legal entity which shall receive these data;
- of their right to access and rectify the data concerned
- of their right to oppose the communication of the data bound by professional secrecy which are susceptible to use and processing in the context of the Client's research.

The Client remains the owner of biological samples furnished to IntegraGen for the Provision of services ordered. Once the Provision of services occurs, IntegraGen shall agree to return samples of human biological material belonging to the Client. Non-human biological samples, unless otherwise specified in an agreement between the parties, shall be destroyed by IntegraGen.

9. Delivery

Depending on the nature of the service to be provided, the delivery is made either by notice of availability of the data provided on a secure, dedicated website, or by transmission to the Client in whatever format the service is established, including digital format (CD-ROM or DVD), or by both should the particular terms require it.

When the order has been made available to the Client or sent within the designated time frame, any delays in delivery will in no event justify the cancellation of the order by the Client or imply damages.

When the results of services ordered must be delivered to the Client by transporter, IntegraGen chooses the appropriate means of transport unless otherwise indicated in specific terms. The results of services ordered in transit fall under the risk of the Client. The latter will be obliged to verify that the order is intact and satisfies the order either at the moment of delivery or as soon as possible following receipt of the results. In the event of damaged or missing items, it is incumbent on the Client to take all recourse against the carrier, within a time limit of three (3) days as from the date of delivery, through extrajudicial process or by registered letter, pursuant to the provisions of Article L.133-3 of the French Commercial Code (*Code de commerce*).

10. Liability

IntegraGen's liability can only be invoked in the event of non-conformity of the Provision of services provided with the order form. All claims from the Client shall be addressed to IntegraGen by registered mail with recorded receipt within a maximum of two (2) months following the date of the provision or delivery of the services.

IntegraGen shall in no event be held responsible for damages caused either directly or indirectly through the use of the results of the service, through user negligence, by abusive use of the results or a combination of the results of the service with other elements at the initiative of the Client. In that regard, the

Client shall undertake to guarantee IntegraGen against all judgements intended to indemnify any third-party complaining about any harm suffered from the use of the results of the services delivered by the Client.

In the event that a case of force majeure or coincidence prevents the provision or delivery of a service, IntegraGen shall be free of any obligation; the meaning of “force majeure” being as defined in Article 1218 of the French Civil Code (*Code civil*).

It is expressly agreed that IntegraGen’s liability is exclusively limited to the following circumstances;

- Delay in the delivery of results, imputable to IntegraGen
- Non-conformity of services with the order form.

As a consequence, IntegraGen shall not accept any responsibility particularly with respect to the usefulness of services or the appropriate character of results in relation to the needs of the Client.

The Client shall consult the official, competent authorities as to the rules applicable to the importation of results of services performed by IntegraGen into their territory. Under no circumstances will IntegraGen be held responsible to the Client or a third party for the consequences stemming from failure to respect these regulations whatever they may be.

11. Personal Data Processing

The use of certain Data, including personal data, is required for the Provision of services.

In the course of the Provision of services, each party shall undertake to comply with the regulations in effect which are applicable to the personal data processing, including the French law of January 6, 1978 known as “*Informatique et Libertés*” and the General Data Protection Regulation n°2016/679.

Accordingly, IntegraGen may be qualified as a personal data controller or as a personal data processor, and thus collect or process personal data obtained from the Client or of any third-party on behalf of the Client.

The Client remains the sole owner of all personal data provided. As a personal data controller, the Client warrants having received beforehand all authorizations required for the processing of personal data provided. The Client shall be solely responsible for the quality, lawfulness, pertinence of all personal data provided. Therefore, IntegraGen shall not be responsible for the non-compliance of personal data provided with the laws and regulations in effect or with the public policy.

In any event, the purposes and means of personal data processing shall be specified prior to any Provision of services.

IntegraGen agrees to not share personal data related to the Client with any third-party without the prior consent of the Client. Notwithstanding the foregoing, if IntegraGen acts as a personal data controller, IntegraGen may need to share personal data with a data processor, particularly in the course of a data-hosting provision. If necessary, IntegraGen shall ensure that the data processor is compliant with the laws and regulations in effect.

The Client shall have the right of access, to rectification, to erase, to restrict, to object and to data portability of its personal data and only the Client shall have the right to directly exercise these rights. As long as IntegraGen is qualified as a personal data controller, the Client shall exercise these rights by addressing a request at: donnees.personnelles@integragen.com or at the place of business of IntegraGen: Genopole Campus 1, Genavenir 8, 5, rue Henri Desbruères, 91000 EVRY, to the attention of the service “Personal Data Protection”.

12. Intellectual Property

Should the Client provide IntegraGen manufacturing documents or technical data for the purposes of providing the services, the Client hereby represents and warrants that such a communication or production does not infringe the rights of any third party and, in particular, intellectual property rights.

IntegraGen shall agree to preserve the confidentiality of any and all information received, such as for the performance of the contemplated services, and to avoid the infringement of any property right related to said information.

All rights possessed by IntegraGen associated to the Provision of services, and in particular any trade secrets, unprotected technologies as well as any other information identified as confidential or deemed confidential by IntegraGen, that will be communicated to the Client or to any of its representatives and employees are subject to confidentiality that the Client agrees to impose on said representatives and employees, and remains the exclusive and wholly-owned property of IntegraGen. Under no circumstances shall the Client obtain property rights or operating license with regard to the Provision of services that it orders or the right to reproduce these services or the techniques used. Its sole right concerns the use of the results of the services.

The Client hereby undertakes not to use the brands or manufacturing names belonging to IntegraGen without prior written approval.

The Client hereby further undertakes not to infringe, in any way possible, the value or reputation of the brands or manufacturing names belonging to IntegraGen.

13. Non-exclusivity

No Provision of services shall be made to the exclusive benefit of the Client. IntegraGen reserves the right to produce any and all similar or identical service for any third party that should request it.

14. Applicable Law

French Law is solely applicable to the present General Terms and Conditions, with the exclusion of any conflict of laws rule.

The language of the contract is French. In the event of translation of the present General Terms and Conditions into another language, such translation shall only be made for information purposes, the French text being the only valid version.

15. Court of Jurisdiction

FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE COURTS OF PARIS (FRANCE) SHALL BE SOLELY COMPETENT, EVEN WHEN THERE IS MORE THAN ONE DEFENDANT, AND FOR ALL CLAIMS, EVEN ADDITIONAL OR INTERLOCUTORY CLAIMS.