

GENERAL TERMS AND CONDITIONS – AGENDIA N.V.

Effective Date: January 2022

- A. Agendia N.V. (“**Agendia**”) will be providing laboratory and diagnostic testing services, test results and any related products (the “**Services**”), depending on the manner in which the order for Services (the “**Order**”) is submitted to Agendia, pursuant to: (1) Agendia’s order Test Request Form (“**TRF**”) and these General Terms and Conditions or (2) the Order submitted in Agendia’s online ordering portal and these General Terms and Conditions. The Services shall be performed by Agendia for the ordering or requesting institution identified on the TRF or online Order (the “**Client**”). The ordering physician as identified on the Order guarantees that he/she has been mandated by the Client to submit the Order to Agendia and accept the applicability of these General Terms and Conditions to the Order. Agendia explicitly rejects the applicability to the Order of any other general (procurement) terms and conditions that Client may have applied to the Order. All Services will be carried out exclusively by Agendia, with the exclusion of articles 7:404 and 7:407 (2) of the Dutch Civil Code. Agendia will perform the Services in a professional and workmanlike manner in accordance with applicable industry standards. All terms of delivery of the Services, including but not limited to turnaround times, only serve as guidelines and are therefore never fatal, unless Agendia has explicitly stated otherwise.
- B. Client agrees that a legally binding agreement that includes these General Terms and Conditions shall arise the earlier of the time Agendia accepts the Order by e-mail or written confirmation or the moment Agendia starts executing the Order.
- C. Client will at all times timely and completely provide Agendia with all data and other information required and requested by Agendia and necessary for the delivery of the Services (“**Client Information**”). When collecting and sending in tissue specimen, Client will use the specimen collection kit provided by Agendia strictly in accordance with instructions for use and shipping instructions provided with the kit. Client acknowledges that incorrect collection and/or shipping in violation of the provided instructions may negatively affect the capability of Agendia to perform the Services.
- D. Client warrants that the Order has been prepared by an authorized medical professional and that all Client Information is correct and complete, and that it is entitled to provide Agendia with such information for the delivery of the Services. Client shall indemnify, defend, and hold harmless Agendia, its affiliates and contractors against all claims by a third party or governmental entity, relating to or arising out of the provision of Client Information to Agendia, and shall pay any costs incurred by Agendia relating thereto, including but not limited to attorneys’ fees, defense costs, any award of damages, losses or other liability (collectively, “**Losses**”).
- E. Client confirms that prior to issuing Agendia with the Order, the patient identified on the Order (“**Patient**”) has received complete and correct information about the nature of the ordered test(s) and the clinical significance of the test results for further treatment of the Patient’s oncological condition, including but not limited to providing the Patient with relevant Agendia patient information leaflets. This information shall specifically include information on how to assess risks in the context of the test results communicated by Agendia and the further treatment decisions for the Patient. Client confirms that the ordering physician or any other physician tasked with the Patient’s oncological treatment, shall be solely responsible for any further treatment decision in consideration of the test results.
- F. If Client Information or other data provided is personal data of a patient or patient data otherwise protected by law (“**Protected Data**”), Client represents and warrants that Client has fully complied with any and all applicable legislation and regulations relating to the protection of personal data, such as Regulation (EU) 2016/679 (the General Data Protection Regulation, “**GDPR**”) and any national implementing or successor legislation (“**Data Protection Legislation**”), of such Protected

Data and that Agendia is entitled to collect, store, use and process such Protected Data as is necessary to provide the Services. This includes that Client undertakes, represents and warrants that patients have been made aware of the purposes for, and manner in, which Protected Data will be processed as set out in the privacy notice made available to the public at www.agendia.com/privacy-policy/ and (when required by Data Protection Legislation) have consented in writing to such processing, including the transfer of Protected Data outside the EEA. Client shall indemnify, defend, and hold harmless Agendia, its affiliates and contractors against any Losses relating to or arising out of any claim by a third party or governmental entity that Client failed to comply with appropriate privacy protections or legal requirements in collecting or otherwise providing such Protected Data to Agendia and shall pay any Losses incurred by Agendia relating thereto. If and to the extent that Client provides Agendia with its own private, personal, sensitive, or Protected Data, Client herewith explicitly authorizes Agendia to collect, store, use and process such Protected Data as reasonably necessary to provide the Services. Agendia will take reasonable steps necessary to comply with Data Protection Legislation pertaining to Protected Data or other data covered by this paragraph.

- G. With respect to any Protected Data that relates to a citizen of the EU, the Client agrees that they are acting as a **Data Controller** and that Agendia is a **Data Processor** as defined by Art 4 (7) and (8) of the GDPR such that Agendia will act only on the instructions of the Client as Data Controller.
- H. Client acknowledges that Agendia by law is required to continuously conduct performance testing of its Services, including but not limited to the MammaPrint® and Blueprint®. The purpose of this performance testing is to establish or confirm the analytical or clinical performance of the Services.
- I. With respect to any material that has come from a human body and consists of, or includes, human cells ("**Material**"), provided by Client to Agendia for the delivery of the Services, Client represents and warrants (i) that Client has fully complied with any and all regulations and other legal requirements relating to the collection, storage and use of the Material and that Agendia is entitled to collect, store, use and process such Material as is necessary to provide the Services; and (ii) that Client has obtained all necessary approvals and appropriate informed consents, in writing, for the collection, transfer and use of the Material as is necessary for Agendia to provide the Services. Client shall indemnify, defend, and hold harmless Agendia, its affiliates and contractors against all claims by a third party or governmental entity, relating to or arising out of the provision of Material to Agendia and the use by Agendia of that Material for delivery of the Services, and shall pay any losses incurred by Agendia relating thereto. Agendia shall be entitled to reject Material if, in Agendia's sole discretion, that Material does not meet Agendia's quality control criteria.
- J. Client shall give and make no warranty or representation on behalf of Agendia's Services as to quality, reliability, fitness for particular purpose, merchantability or any other feature of the Services. If Client, or his or her employees, representatives, staff, affiliates, associates or agents (collectively, "**Client Representatives**") alters or expands any existing warranty or extends any additional warranty, expressly or impliedly, regarding the Services, Client shall indemnify, defend, and hold harmless Agendia for any and all claims by a third party or governmental entity relating to any such warranty and shall pay any losses incurred by Agendia relating thereto.
- K. Client shall be solely liable for any claims arising out of or relating to the improper or faulty collection and/or handling of any Material, any errors in transmission of information or data (including any Client Information or Protected Data) to Agendia, or any illegal or tortious act committed by Client or its Client Representatives. Client shall indemnify, defend, and hold harmless Agendia for any such claims by a third party or governmental entity and shall pay any Losses incurred by Agendia relating thereto.
- L. Client will undertake, and will cause Client Representatives to undertake, to observe strict confidentiality with regard to all non-public information it receives from Agendia, including any testing results or patient information associated with such testing results ("**Agendia Information**").

Client shall impose this confidentiality obligation in writing on Client Representatives as well as any third parties who have been engaged by any of them as it relates to the Services being provided by Agendia and all Agendia Information provided. Client and Client Representatives shall use the Agendia Information only for the healthcare purposes for which it has been provided. Regardless of the nature of such information, Client agrees to take any and all reasonable measures to keep any Agendia Information confidential. Client agrees not to use the Agendia Information other than for patient healthcare purposes, including but not limited to directly or indirectly competing with the Services or to share the results of Agendia Information, without Agendia's written consent.

- M. Prices exclude delivery charges and are exclusive of all applicable withholding, excise, sales, use, service, value added or like taxes in each case imposed now or in the future by any governmental authority in connection with the transactions or amounts payable by Client (collectively, "**Taxes**"). Client shall pay all Taxes, unless Client has provided Agendia with an appropriate exemption certificate for such Taxes for the delivery jurisdiction. Payment is due from Client net 30 days from Agendia's date of invoice to Client and shall be made in EUR. All payments by Client to Agendia shall first be applied against the oldest of any outstanding invoices, irrespective of any other indication by Client. Any invoice which is unpaid by Client when due shall be subject to the interest rate of one percent (1%) per month or the maximum allowable by applicable law, whichever is lower, plus such late payment charge as Agendia may reasonably require to cover its additional costs of administration and collection, which Client shall pay to Agendia upon demand. Agendia may change credit or payment terms at any time if Agendia determines, in its sole discretion, that Client's financial condition, previous payment record or the nature of Client's relationship with Agendia so warrants. Agendia may suspend or discontinue performance and/or terminate these General Terms and Conditions if Client fails to pay any sum when due or fails to perform under these General Terms and Conditions or any other agreement with Agendia.
- N. Any shipment between Agendia and Client will be according to Agendia's standard commercial practice, unless otherwise indicated in an executed writing between the parties. Within Agendia's standard commercial practice, all shipment costs and customs related to an order will be for Agendia's account. All shipments of product from Agendia to Client will be made Delivery Duty Paid (DDP) (Incoterms 2020) at the Agendia authorized facility, unless this is not allowed in the country of Client. All shipments from Client to Agendia will be made by Agendia designated courier on Agendia's account.
- O. CLIENT ACKNOWLEDGES THAT AGENDIA IS NOT PROVIDING ANY GUARANTEE THAT THE SERVICES WILL ALWAYS BE ERROR-FREE, COMPLETE OR ACCURATE. EXCEPT FOR ANY EXPRESS WARRANTIES MADE BY AGENDIA IN THESE GENERAL TERMS AND CONDITIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENDIA SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE QUALITY, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER FEATURE OF THE SERVICES. ALL RIGHTS OF ACTION AND OTHER POWERS OF WHATEVER NATURE VIS-À-VIS AGENDIA RELATED TO THE SERVICES SHALL LAPSE IN ANY EVENT ONE YEAR AFTER THE MOMENT ON WHICH CLIENT IS AWARE OR COULD REASONABLY BE AWARE OF THE EXISTENCE OF THESE RIGHTS AND POWERS.
- P. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENDIA SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES, EITHER DIRECT OR CONSEQUENTIAL, SUCH AS LOSS OF BUSINESS, PROFITS, GOOD WILL OR SIMILAR, INCURRED BY CLIENT OR BY ANY THIRD PARTY (E.G. THE PATIENT), INCLUDING ANY LEGAL LIABILITY OR DAMAGES. IF AGENDIA IS DEEMED LIABLE DESPITE THIS PROVISION, ANY DAMAGES TO BE PAID BY AGENDIA TO CLIENT WITH RESPECT TO ANY SERVICES WILL, IN ANY CASE, BE LIMITED TO COMPENSATION OF DAMAGES FOUND TO BE SUFFERED BY CLIENT, WHICH AMOUNT SHALL NOT EXCEED THE SUM PAID OR PAYABLE FOR THE SERVICES AT ISSUE. AGENDIA SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR DELAY DURING SHIPPING. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL ANY LIABILITY

OF AGENDIA EXCEED THE AMOUNT WHICH IS COVERED BY THE PROFESSIONAL LIABILITY INSURANCE POLICY ENTERED INTO BY AGENDIA, TO BE INCREASED BY THE AMOUNT OF THE DEDUCTIBLE, WHICH ACCORDING TO THE TERMS AND CONDITIONS OF THE INSURANCE POLICY WILL NOT BE FOR THE ACCOUNT OF THE INSURER.

- Q. The Order and these General Terms and Conditions constitute the full and entire understanding between Client and Agendia regarding the Services and supersede any prior agreement or negotiations between the parties. Agendia is entitled to modify or amend these General Terms and Conditions unilaterally. In such as case, Agendia shall notify the Client of any modifications or amendments in writing and in a timely matter, at least one month before the coming into effect of the amended General Terms and Conditions. No failure or delay on the part of either party in exercising any right or remedy with respect to a breach of these General Terms and Conditions by the other party shall operate as a waiver thereof or of any prior or subsequent breach of these General Terms and Conditions by the breaching party, nor shall the exercise of any such right or remedy preclude any other or future exercise thereof or exercise of any other right or remedy in connection with these General Terms and Conditions. Any waiver must be in writing and signed by the waiving party. Agendia is excused from performance of the Services and these General Terms and Conditions and will not be liable for any delay in whole or in part caused by the occurrence of any event or contingency beyond the reasonable control of Agendia, which includes, without limitation, war, any act of civil disobedience, act of government or any agency or subdivision thereof, judicial action, labor dispute, supply shortages, accident, fire, flood, natural disaster, pandemics, or other act of God, interruptions or failure of the Internet or third-party network connections. These General Terms and Conditions shall be governed by the laws of The Netherlands, without regard to the conflicts of law provisions thereof. In the event of any litigation or dispute arising out of or relating to these General Terms and Conditions or the provision of Services, any Party may apply to the Amsterdam District Court following proceedings in English before the Chamber for International Commercial Matters (“**NCC**”, and the District Court, the “**NCC Court**”), to the exclusion of the jurisdiction of any other courts. An action for interim measures, including protective measures, available under Dutch law may be brought in the NCC Court in Summary Proceedings (“**CSP**”) in proceedings in English. Any appeals against NCC or CSP judgments will be submitted to the Amsterdam Court of Appeal’s Chamber for International Commercial Matters. The NCC Rules of Procedure apply. In any such disputes, the prevailing party shall be entitled to recover all costs and reasonable attorneys’ fees incurred related thereto.