

GENERAL TERMS AND CONDITIONS – AGENDIA N.V.

Effective Date: January 2025

Intended Use(s)

MammaPrint® FFPE is a qualitative, non-automated in vitro diagnostic test, performed in a Agendia's Diagnostic Service Laboratory, using the gene expression profile obtained from formalin-fixed paraffin embedded (FFPE) breast cancer tissue samples to assess a patient's risk for distant metastasis within 5 years.

MammaPrint FFPE is performed for female breast cancer patients' stage I or stage II disease who are lymph node negative or lymph node positive with up to 3 positive nodes, with a tumor size less than or equal to 5.0 cm, and for patients with stage III disease. The MammaPrint FFPE result is indicated for use by physicians as a prognostic marker only, along with other clinicopathological factors.

BluePrint® FFPE is a qualitative, non-automated in vitro diagnostic test, performed in Agendia's Diagnostic Service Laboratory, using the gene expression profile obtained from formalin-fixed paraffin embedded (FFPE) breast cancer tissue samples to determine the molecular subtype.

BluePrint FFPE is performed for female breast cancer patients, with Stage I, Stage II or Stage III disease.

- A. Agendia N.V., on behalf of itself and its affiliates, (collectively, ("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 Test Request Form ("TRF") or (2) the Order submitted in Agendia's online ordering portal, in each case along with these General Terms and Conditions. The Services shall be performed by Agendia for the ordering or requesting person, entity or institution identified on the TRF or online Order. The term "you" and "your" refers to the person, entity or institution that has agreed to these General Terms and Conditions. If you are accepting these General Terms and Conditions on behalf of an entity or institution, you represent and warrant that: (i) you have full legal authority to bind such entity or institution to these General Terms and Conditions; (ii) you have read and understand these General Terms and Conditions; and (iii) you agree, on behalf of such entity or institution, to these General Terms and Conditions. If you do not have the legal authority to bind such entity or institution, please do not sign these General Terms and Conditions. Agendia explicitly rejects the applicability to the Order of any other general (procurement) terms and conditions you may have attached or sought to apply 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, serve only as guidelines and are therefore non-binding on Agendia, unless Agendia has explicitly stated otherwise. The parties represent and warrant that they will comply with all other applicable laws and regulations.
- B. You agree 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. You will at all times provide Agendia in a timely manner with all data and other information required and requested by Agendia and necessary for the delivery of the Services ("Client Information"). You may only provide Client Information for use in the Services by means of the upload services supported by Agendia.
- D. You represent and warrant that you have all necessary rights and authorizations to provide the Client Information to Agendia for the delivery of the Services and that such Client Information is correct and complete. You will be solely liable for any claims arising out of or relating to the improper or faulty collection and/or handling of any Client Information to Agendia and you shall indemnify, defend, and hold harmless Agendia, its affiliates and contractors against any losses, claims, damages, liabilities, penalties, actions, proceedings, judgments, or any and all costs (including settlement costs), and expenses (including reasonable outside attorneys' fees and costs) ("Losses") arising in connection with any claims by a third party or governmental entity relating thereto.
- E. You must ensure that, prior to issuing Agendia with the Order, the patient that is the subject of the Order ("Patient") has received complete and correct information about the nature of the ordered test(s) and the clinical significance of the test result(s) for treatment of the Patient's condition, including but not limited to providing the Patient with relevant Agendia patient information leaflets. The foregoing information shall include information on how to assess risks in the context of the test result(s) communicated by Agendia and the further treatment decisions for the Patient. You or another healthcare professional tasked with the Patient's oncological treatment shall be solely responsible for interpreting the information provided by the Report(s), and any treatment decision based on or in connection with the test result(s) or the Report(s).
- F. With respect to any material that has come from a human body and consists of, or includes, human cells ("Material"), collected and/or provided by you or your employees, representatives, staff, affiliates, associates or agents (collectively, "Client Representatives") to Agendia for the delivery of the Services, you represent and warrant (i) that you have fully complied with any and all regulations, other legal requirements, and any and all applicable instructions (including instructions for use) relating to the collection, storage, shipping 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 you or Client Representatives have obtained all necessary approvals and appropriate informed consents, in writing, for the collection, transfer, shipping and use of the Material as is necessary for Agendia to provide the Services. You 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, and shall provide you with notice of such rejection. You acknowledge that incorrect collection and/or shipping in violation of the applicable instructions may negatively affect the capability of Agendia to perform the Services.
- G. You 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 you or Client Representatives. You shall indemnify, defend, and hold harmless Agendia, its affiliates and contractors for any such claims by a third party or governmental entity and shall pay any Losses incurred by Agendia relating thereto.
- H. You 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 you or Client Representatives, alter or expand any existing warranty or extends any additional warranty, expressly or impliedly, regarding the Services, you shall indemnify, defend, and hold harmless Agendia against any Losses arising in connection with any claims by a third party or governmental entity relating to any such warranty.
- I. You 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"). You 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. You 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. You agree to cause Client Representatives to be subject to the same obligations. You shall ensure that all Client Representatives who have access to any Agendia Information are informed of and agree to comply with these obligations. You and Client Representatives agree 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.
- J. 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 you (collectively, "Taxes"). You shall pay all Taxes, unless you have provided Agendia with an appropriate exemption certificate for such Taxes for the delivery jurisdiction. Payment is due from you net 30 days from Agendia's date of invoice to you and shall be made in EUR. All payments by You to Agendia shall first be applied against the oldest of any outstanding invoices, irrespective of any other indication by you. Any invoice which is unpaid by you 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 you shall pay to Agendia upon demand. Agendia may change credit or payment terms at any time if Agendia determines, in its sole discretion, that your financial condition, previous payment record or the nature of your relationship with Agendia so warrants. Agendia may suspend or discontinue performance and/or terminate these General Terms and Conditions if you fail to pay any sum when due or fails to perform under these General Terms and Conditions or any other agreement with Agendia.
- K. Any shipment between Agendia and you 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 you will be made Delivery Duty Paid ("DDP") (Incoterms 2020) at the Agendia authorized facility, unless this is not allowed in your country. All shipments from you to Agendia will be made by Agendia designated courier on Agendia's account.
- L. YOU ACKNOWLEDGE THAT AGENDIA DOES NOT PROVIDE ANY GUARANTEE, WARRANTY OR REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. 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 YOU ARE AWARE OR COULD REASONABLY BE AWARE OF THE EXISTENCE OF THESE RIGHTS AND POWERS.
- M. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENDIA SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES, EITHER DIRECT OR CONSEQUENTIAL, SUFFERED BY YOU OR BY ANY THIRD PARTY (E.G. THE PATIENT) IN CONNECTION WITH THE SERVICES, INCLUDING ANY LOSS OF INCOME, REVENUE, PROFITS, GOODWILL, BUSINESS, CONTRACTS, ANTICIPATED SAVINGS OR OPPORTUNITY OR ANY LOSS OF DATA OR SIMILAR (WHETHER INCURRED DIRECTLY OR INDIRECTLY), HOWSOEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.
- N. IF AGENDIA IS DEEMED LIABLE DESPITE THE FOREGOING PROVISION, ANY DAMAGES TO BE PAID BY AGENDIA TO YOU WITH RESPECT TO ANY SERVICES WILL, IN ANY CASE, BE LIMITED TO COMPENSATION OF DAMAGES FOUND TO BE SUFFERED BY YOU, WHICH AMOUNT SHALL NOT EXCEED THE SUM PAID OR PAYABLE FOR THE SERVICES CAUSING THE RELEVANT DAMAGE. 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.

O. NOTHING IN THESE GENERAL TERMS AND CONDITIONS SHALL AFFECT ANY STATUTORY RIGHTS THAT YOU CANNOT CONTRACTUALLY AGREE TO ALTER OR WAIVE OR SHALL EXCLUDE OR LIMIT ANY LIABILITY IN ANY MANNER NOT PERMITTED BY APPLICABLE LAW.

P. You shall defend, indemnify, and hold harmless Agendia, its affiliates, and their respective directors, officers, employees, shareholders, and agents against any Losses arising from or in connection with any third party claim, suit or proceeding arising out of (a) your breach of these General Terms and Conditions; (b) your use of the Services; (c) the provision to and use of Client Information by Agendia; or (d) any other party's access and use of the Services.

Q. If Client Information or other data provided constitutes Personal Data of a Patient ("Protected Data"), you represent and warrant that you have fully complied with any and all applicable Data Protection Laws and that Agendia is entitled to collect, store, use and Process such Protected Data as is necessary to provide the Services. Without prejudice to the foregoing, you represent and warrant that Patients have been made aware of the purposes for, and manner in, which their Protected Data will be Processed as set out in the privacy notice made available to you at www.agendia.com/privacy-policy/, including the transfer of Protected Data outside the EEA and ensure you have a legitimate legal basis for processing this data.

R. You agree that you are acting as a controller and that Agendia is a processor as defined by Article 4(7) and (8) of the GDPR respectively such that Agendia will act only on the instructions of you as controller.

S. To the extent Agendia Processes Protected Data on behalf of you in connection with the Services, Agendia shall:

- Process the Protected Data, as described below, only on documented instructions from you, unless required to Process such Protected Data by applicable law to which Agendia is subject; in such a case, Agendia shall inform you of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;
- ensure that its personnel authorized to Process the Protected Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purpose of the Processing;
- taking into account the nature of the Processing, assist you by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of your obligation to respond to requests for exercising the Data Subject's rights laid down in Data Protection Laws;
- assist the data controller in ensuring compliance with the obligations to:
 - implement appropriate technical and organizational security measures;
 - notify (if required) Protected Data breaches to relevant competent authorities and/or individuals; and
 - conduct data protection impact assessments and, if required, prior consultation with relevant competent authorities;
- at your choice, delete or return all the Protected Data to you after the end of the provision of services relating to Processing, and delete existing copies of the Protected Data unless any applicable law to which Agendia is subject requires storage of the Protected Data; and
- make available to you all information necessary to demonstrate compliance with the obligations laid down in this clause and Data Protection Laws, and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you.

T. You hereby grant Agendia general written authorization to engage the sub-processors set out the following site: www.agendia.com/privacy-policy/ subject to the requirements of this clause:

- If Agendia appoints a new sub-processor or intends to make any changes concerning the addition or replacement of any sub-processor, Agendia will update you via the link provided above.
- If Agendia engages a sub-processor for carrying out specific Processing activities on behalf of you, where that sub-processor fails to fulfill its obligations, Agendia shall remain fully liable under the applicable Data

Protection Laws to you for the performance of that sub-processor's obligations. Agendia shall ensure that it has a written agreement in place with all sub-processors which contains obligations on the sub-processors which are no less onerous than the obligations on Agendia under this Agreement.

U. The Protected Data Processed by Agendia, as processor under this Agreement, will be subject to the following basic Processing activities: centralized MammaPrint and BluePrint lab testing and report generation, for the purposes of performing laboratory test(s), as set out in the Agreement. The duration of the Processing is for the period set out in the Agreement. The following categories of Protected Data will be Processed: Personal Identification Data and Testing Information and the following categories of sensitive or special category Protected Data will be Processed: tissue sample and genomic data (subject to the following safeguards: technical and organizational security measures, additional information can be provided upon request), relating to the following categories of Data Subjects: your Patients. The subject matter, nature and duration of Processing carried out by any sub-processors authorized is pursuant to this Agreement.

V. You 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 you failed to comply with Data Protection Laws.

W. The Order and these General Terms and Conditions constitute the full and entire understanding between you 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 a case, Agendia shall notify you 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.

X. 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.

Y. Definitions

"Data Protection Laws" means (a) the General Data Protection Regulation 2016/679 (the "GDPR"); (b) the Privacy and Electronic Communications Directive 2002/58/EC; (c) the UK Data Protection Act 2018 ("DPA"), the UK General Data Protection Regulation as defined by the DPA as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (together with the DPA, the "UK GDPR"), and the Privacy and Electronic Communications Regulations 2003; and (d) any relevant law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument which implements any of the above or which otherwise relates to data protection, privacy or the use of personal data, in each case as applicable and in force from time to time, and as amended, consolidated, re-enacted or replaced from time to time. "Data Subjects", "Personal Data", "Process", "Processed" or "Processing" shall each have the meaning as set out in the relevant Data Protection Laws.

"Report(s)" means any analyses, results, reports and other materials provided to you in the course of providing the Services.