

DEFINITIONS

BaseGene: the private company with limited liability BaseGene B.V., having its registered office in Leiden at the Sylviusweg 74, Leiden (2333 BE), registered in the trade register of the Chamber of Commerce and Industry Rijnland under number 857772764.

Client: the natural person or legal entity that enters into an agreement with BaseGene

Agreement: the agreement by and between BaseGene and the Client, in which BaseGene commits to performing certain therein described services, and from which agreement these general terms & conditions form an integral part.

CONDITIONS

1. These general terms and conditions apply to all agreements by and between BaseGene and the Client and to all legal acts in connection therewith. Both BaseGene and Client can accept any amendment of these general terms and conditions by either Client or BaseGene only if express and in writing.

2. All offers and quotations are free of engagement. BaseGene is at all times entitled to revoke an offer, or quotation even if it has been accepted by the Client, provided this is done without delay and no later than within five (5) business days following acceptance by the Client of that offer. Prices are always quoted in euro (€ or EUR) and excluding taxes such as Value Added Tax (BTW). Offers are valid for a period of 30 days, unless otherwise indicated.

3. As indicated above under 2 an Agreement is effected by way of written acceptance of an offer made by BaseGene. Orders from a Client, other than the acceptance of an offer already made by BaseGene, count as an invitation to BaseGene to make an offer. BaseGene is at all times at liberty not to accept an order.

4. Should the Client modify or change its order following acceptance thereof by BaseGene, with aforesaid modification or change resulting in a reduction in the amount of services to be performed by BaseGene, BaseGene is nonetheless entitled to the full amount of the original remuneration agreed upon. Any modification or change to the order leading to an increase in the amount of services to be performed by BaseGene shall be considered a new order and must henceforth be agreed upon by BaseGene in writing.

5. BaseGene shall render the agreed services to the Client according to procedures determined by BaseGene. All intellectual property rights or other rights connected to these procedures, and to other creations, developments or inventions by BaseGene, pursuant to an assignment, shall at all times fully belong to and be owned by BaseGene. BaseGene shall at all times be entitled to perform similar services or procedures for other clients.

6.1. Any deadline agreed upon for services to be performed by BaseGene is always considered a guideline or indication and is never binding for BaseGene, unless otherwise expressly agreed upon in writing.

6.2. In the event the time taken to perform the services threatens to exceed an agreed deadline, BaseGene will as soon as reasonably practicable notify the Client thereof.

7.1. BaseGene is at all times authorised to have (part of the) services performed by third parties, and does not require any prior consent from the Client for such subcontracting.

7.2. BaseGene will not accept nor assume any responsibility or liability for assistance to or (partial) performance of the services provided by third parties upon the explicit request of the Client.

8.1. BaseGene shall at all times maintain absolute confidentiality with regard to Client information and any and all results resulting from the services rendered to the Client, and shall destroy such information or results no later than five (5) years following completion of said services, unless otherwise agreed. Unless required by the applicable law, information will be disclosed only to the Client who issued the order.

8.2. The Client is at all times obliged to maintain absolute confidentiality regarding any and all information that is or becomes known to the Client pursuant to an order or Agreement or to the rendering of the connected services by BaseGene, regarding BaseGene (and its affiliated parties) and regarding BaseGene's operating and other procedures, standards and organization. The Client may only disclose such information – that is: other than the direct results of the services rendered to the Client by BaseGene to any third party, subject to prior and express written consent by BaseGene, unless required by the applicable law. If so required by the applicable law, the Client will at all times, prior to disclosure and in writing, inform BaseGene thereof. The Client is in any case obliged to make a correct and adequate reference of the name 'BaseGene' if and when disclosing any such information.

9.1. BaseGene will use its reasonable skills and due care in performing the services for the Client. An agreement with a Client is never regarded to imply any undertaking to reach a certain result (in Dutch: 'resultaatsverbintenis') but is at all times an undertaking to use reasonable efforts (in Dutch: 'inspanningsverbintenis'). Thus any claims regarding the achievement of certain results by a Client can only be made following the issue of an express prior written guarantee by BaseGene that such results will indeed be achieved.

9.2. BaseGene shall repeat the services performed by it, free of additional charge, if the set requirements for reasonable skill and care have not been satisfied, provided the Client submits a written request for this within two (2) weeks of obtaining the results and provided that new samples (insofar as necessary) are made available to BaseGene.

9.3. Any liability of BaseGene, or its employees or affiliated parties, towards the Client is at all times limited to direct damages only. It will furthermore at all times be limited to the lesser of the amount of fees paid by the Client to BaseGene connected to the services agreement in question, or the agreed upon fees for the specific order in question.

9.4. BaseGene will never be liable towards the Client for any consequential, immaterial, indirect or subsequent damages incurred by the Client, or by any third party, arising from faults or errors in the results of an order or services rendered by BaseGene (or a third party as the case may be) unless such faults or errors can be attributed to the gross negligence or willful misconduct of BaseGene (in Dutch: "opzet of grove schuld").

9.5. Any liability of BaseGene, its employees or its affiliated parties towards a Client or any third party, is in any case at all times limited to any payment made in that respect by its business liability insurance or professional indemnity insurance as the case may be.

10.1 The Client will ensure that any samples to be analyzed are appropriately and securely packaged and prepared for transit and transportation, and that these are at all times accompanied by a valid list of contents, whereby the costs of such transit and transportation is for the account of the Client, even if BaseGene arranges for such transit and transportation. BaseGene is always entitled to refuse any samples that do not satisfy these set requirements, and other requirements the parties might have agreed upon.

10.2 BaseGene is never liable for any loss of, or damage to, samples during storage, transport or during the services being performed. BaseGene is fully permitted to use the samples as it deems fit and may choose to destroy, store or return any residual sample material.

11.1 The results of services performed by BaseGene, such as analysis results, may be provided through an online application to Client.

11.2 Access to the applications and the respective modules, is granted to the Client under the condition that the Client accepts the accompanying License and Support Agreement, and the Client and its individual users (e.g. employees of Client) accept the Terms of Use ('gebruikersvoorwaarden').

12.1. BaseGene is entitled, without further notice of default and without written intervention, to wholly or partially dissolve or terminate, with immediate effect the Agreement with the Client, without being liable to reimburse the Client any damages and without prejudice to any other rights, in case:

- a. the Client fails to fulfill any of its obligations under this Agreement;
- b. the Client enters into a suspension of payments (in Dutch: 'surseance van betaling');
- c. the Client files for bankruptcy or is declared bankrupt (in Dutch: 'faillissement');
- d. the Client's company is effectively stopped or is liquidated (in Dutch: 'ontbonden');
- e. it proves impossible to obtain any required import and/or export licenses from the respective authorities with regard to the goods to be delivered or goods that have already been delivered.

12.2. Without prejudice to the previous article, BaseGene is at all times entitled to wholly or partially terminate an order, in which case the Client shall be remunerated only for those expenses incurred prior to the termination, possibly supplemented with a sum to be determined by reasonable mutual consultation, for overhead and profit.

13. The Client undertakes to pay the invoices issued by BaseGene within 14 days of the date of invoice. BaseGene is at all times at liberty to send Client periodical (interim) invoices. By merely exceeding a payment term as stipulated in this article, payment will become immediately due and payable, and the Client is liable to pay BaseGene an extra (judicial) interest of 1% per month on the sum to be claimed (invoiced) from the Client, or in the event of a procedure, all actual legal costs incurred by BaseGene. In such an event, BaseGene is entitled to fix these judicial (collection) costs at (at least) 15% of the claim, with a minimum of € 250, without prejudice the right of BaseGene to claim the actual costs and damages from the Client in so far as these are higher. Any rights to settlement ('verrekening') or suspension of payment ('opschorting') by the Client are hereby excluded.

14.1. This agreement is governed by the laws of the Netherlands.

14.2. Any disputes or differences that might arise between the parties shall be settled before the competent court in The Hague, the Netherlands.

15. In the event that a version of these terms and conditions was submitted to Client in more languages, the Dutch version shall at all times prevail.

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