December 1, 2016

Blueprint Genetics

1. PURPOSE AND SCOPE

These general terms are applied to all services (the "Services") provided by Blueprint Genetics Oy, Blueprint Genetics Inc. and Blueprint Genetics Canada Inc. (each hereafter the "Supplier" and "Group Company"). These general terms, complemented by the information in the order form or other customer agreement, form the entire agreement concerning the Services (the "Agreement"). If the test is ordered from Canada, this Agreement is entered with Blueprint Genetics Canada Inc. If the test is ordered from elsewhere in North America or South America, this Agreement is entered with Blueprint Genetics Inc. If the test is ordered from elsewhere in the world, this Agreement is entered with Blueprint Genetics Oy. The Services are only provided to hospitals and medical professionals. Blueprint Genetics does not offer any Services directly to patients or other individuals and reserves the right to reject any orders if the Customer is unable to provide appropriate credentials. 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 the Supplier's 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 a paper order form and following the instructions given in the form. Orders are valid only after the Supplier has confirmed the order. The Supplier reserves the right to refuse any orders submitted.

3. OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for:

- (i) Complying with all applicable laws and regulations and ensuring that it only provides such information and samples to the Supplier that the Customer has the right to provide and the Supplier right to process;
- (ii) Ensuring, if a fax number is provided in the study request, that the faxed results are handled in accordance with the HIPAA Privacy Rule and that no unauthorized persons have access to the fax machine:
- (iii) Following the instructions of the Supplier's online system or order form, as applicable, to input the required information;
- (iv) Ensuring that the quality and quantity of the sample is sufficient in order to perform the tests and if the patient has received bone marrow transplant it is clearly mentioned in the test requisition;
- (v) Ensuring that samples are packed and transported in an appropriate manner, or, if the full service option is ordered, that the samples are handed over for transportation in an appropriate manner;
- (vi) All medical advice given to the patient, and ensuring that the patient and other parties to whom the information is disclosed understands the nature of the information provided through genetic testing and the inherent limitations thereof;
- (vii) Ensuring that only authorized person(s) have access codes to the Supplier's online service and informing the Supplier of any changes thereto; and
- (viii) Ensuring that any information concerning limiting or canceling the Informed Consent is promptly delivered to the Supplier.

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 by reputable professionals;
- (ii) Complying with all applicable laws and regulations; and
- (iii) Delivering the results of the Services through the Supplier's online service,
- or if so ordered, by regular post and / or fax to the Customer's address, in the form and manner specified in the service descriptions.

5. DELIVERY OF RESULTS

The Supplier will endeavour to perform the Services and make the results available within 21 days from the receipt of the sample, assuming that the purchase is confirmed. While the Supplier will endeavour to submit the results at the first possibility, it cannot take responsibility for delay of the results due to unforeseen events. The Supplier will typically communicate delivery delay if the results are not available in 28 days from the receipt of the sample. Certain national holidays will postpone the availability of results one day when the national holiday occurs during 21 days from sample reception. 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), The Good Friday (variable) and Easter Monday (variable). If the national holiday occurs on Saturday or Sunday, the availability of results will not be postponed.

Notwithstanding the aforementioned, for Exome products, the Supplier will endeavour to make the results available of within 63 days from the receipt of the sample, assuming that the purchase is confirmed, and the Supplier will communicate delivery delay if the Exome results are not available in 70 days from the receipt of the sample. National holidays listed above will postpone the availability of Exome results by one day when the national holiday occurs during 63 days from sample reception.

6. PRICES

The Supplier shall invoice for the Services after the results have been made available in

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 made. The terms of payment are 14 days net from the date of delivery or the date of invoice, whichever is later. Interest on delayed payments accrues in accordance with the Interest Act. VAT and other indirect taxes will be added in accordance with the regulations in force from time to time.

7. STORING OF THE SAMPLES

Unless otherwise required by applicable laws, the Supplier will store samples for a period of twelve (12) months after the test has been conducted in order to enable any verifications which may be requested by the Customer. If the patient has given his consent for the extended storage of the samples, the Supplier may store the samples for a longer period of time.

8. THE CONNECTING CLINICIANS - PROGRAM

The Supplier may, as a part of its online services, facilitate communication between clinicians interested in same inherited disorders as a part of its "Connecting Clinicians" -program. This is done by sharing contact information of clinicians who have similar professional interests, either as indicated by their use of the Services or by information provided by such clinicians. The Customer agrees to notify the Supplier in writing if it chooses to opt out of this program. Also individual clinicians may opt out of the program at any time.

As a part of the program the Supplier will only help in establishing the initial communication link between clinicians who have similar professional interests. Any information exchange will take place at the discretion of, and directly between, the clinicians. The Supplier will not participate in or monitor the information exchange.

The participating clinicians are solely responsible for any information which they may choose to exchange, as well as any actions taken on the basis of such information. The Supplier does not give any warranties or accept any responsibility for any information exchanged.

9. DISCLAIMER; LIMITATION OF LIABILITY

The Supplier only gives the representations and warranties expressly set out in this Agreement. No other warranties are given or implied. Specifically, and without limiting the generality of the foregoing, the Supplier does not give any 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 compensate for all damages that it has caused to the Customer through grossly negligent conduct or willful misconduct. The Supplier shall compensate for all damages that it has caused to the patient only if and to the extent so required under a mandatory provision of the applicable law. Otherwise, and to the fullest extent possible under the applicable law, 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. 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 issue of the test results, otherwise the claim is deemed to be expired.

10. SUBCONTRACTING

The Supplier may subcontract its obligations under this Agreement. The Supplier will be liable for the work of its subcontractors.

11. 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 from other source cannot be made without unreasonable costs or loss of time. Either Party shall without delay inform the other Party of a force majeure event in writing.

12. OTHER PROVISIONS

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. 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.

13. 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.

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