

Program Terms for Discover Dysplasias Program

October 18, 2021

Blueprint Genetics Oy
Keilaranta 16 A
02150 Espoo
Finland

1. PURPOSE AND SCOPE

These Program Terms are applied to genetic testing services (the "Sponsored Services") provided by Blueprint Genetics Oy (the "Supplier") to you (the "Customer") under the Discover Dysplasias Program (the "Program"). These Program Terms, including the information in the Program Requisition Form and the General Terms of Blueprint Genetics, as amended from time to time, form the entire agreement between Customer and Supplier for the Sponsored Services (the "Agreement"). All terms capitalized but not defined in these Program Terms shall have the same meaning as in the General Terms of Blueprint Genetics, as amended from time to time.

The Sponsored Services provided under this Agreement and the related 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 and these Program Terms by posting new versions on its website. All Sponsored Services are subject to availability.

2. SPONSOR

The Sponsored Services are sponsored by BioMarin International Limited ("Sponsor"). More information can be found at: <https://blueprintgenetics.com/discover-dysplasias>.

While the Sponsor provides financial support for the Program, all Sponsored Services are performed independently by the Supplier without any direction from the Sponsor. The Sponsor expressly disclaims any warranties or liability for the Sponsored Services.

3. PROCESSING OF CUSTOMER PERSONAL DATA FOR PROGRAM PURPOSES

The Customer acknowledges that Customer personal data is subject to the Program Privacy Notice, available at <https://blueprintgenetics.com/discover-dysplasias>. In particular, the Customer understands that the Supplier may share the following information with Sponsor:

- Customer name
- Name(s) of individual(s) ordering the Sponsored Services (or the name of the healthcare professional associated with the order, if placed by another individual)
- Name(s) of individual(s) with whom the Customer wishes to share the order in the Supplier's online system
- Contact information for the Customer and the abovementioned individuals, as submitted with the order

The Customer is liable for ensuring that all Customer personnel indicated in the order understand the use and sharing of their information as set out in the Program Privacy Notice.

4. PROCESSING OF PATIENT PERSONAL DATA FOR PROGRAM PURPOSES

The Customer acknowledges that the Supplier may share with Sponsor patient personal data as explained in the form of patient informed consent to participate in the Program and receive Sponsored Services (the "General Form") and <https://blueprintgenetics.com/discover-dysplasias>. The Supplier and Sponsor are in a joint controller relationship to jointly determine the purposes and means of such processing, and such processing is not subject to the Data Processing Annex of Supplier's General Terms.

For the purposes of genetic diagnostics, medical management of the patient and any other purposes not [laid out in the General Form, the Customer acts as sole controller with respect to patient data, and such processing is subject to the Data Processing Annex.

5. OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for:

i) Familiarizing itself with the Program and all terms and conditions referred to in these Program Terms and ensuring that the Sponsored Services fit the Customer's purpose;

ii) 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 under all applicable laws and regulations;

iii) Explaining and obtaining signature for the General Form from the patient, as designated by the Supplier, and providing a copy thereof to the Supplier;

iv) Obtaining any other consent from the patient or any Customer personnel required under applicable laws and regulations; and

iv) Any further Customer obligations laid out in the Supplier's General Terms, as applicable.

6. FEES

The Sponsored Services are provided without cost to the patient and the Customer. The Customer warrants and agrees that it will not seek reimbursement for Sponsored Services from any third party.

7. MISCELLANEOUS PROVISIONS

The individual ordering the Sponsored Services on behalf of the Customer represents and warrants to the Supplier that he/she is authorized to:

i) enter into this Agreement on behalf of the Customer; and

ii) order the Sponsored Services under applicable laws or that he/she has been authorized by and is subject to the supervision of a person holding such authorization.

All changes and amendments to this Agreement shall be agreed in writing in order to be valid.

In case any provision of this Agreement is 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.

The Supplier's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision or prevent the Supplier thereafter from enforcing each and every other provision of this Agreement.

For other terms and conditions, Blueprint Genetics' General Terms, as amended from time to time, shall be applied and are hereby incorporated by reference. The latest version of the General Terms can be found at blueprintgenetics.com/general-terms. In the event of any conflict or discrepancy between the General Terms and these Program Terms, the Program Terms shall govern.