

# General Terms

September 1, 2019

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## 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" and collectively "Blueprint Genetics"). These General Terms, including the information in the on-line or paper order form or other customer agreement, as applicable, 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 into with Blueprint Genetics Inc. If the test is ordered from elsewhere in the world, this Agreement is entered into with Blueprint Genetics Oy.

The Services are only provided to hospitals, qualified medical professionals, medical researchers and organizations holding applicable licenses, regulatory approvals and other legal prerequisites for ordering the Services (collectively "Professionals"). Blueprint Genetics does not offer any Services directly to patients or other individuals who are not qualified medical professionals or medical researchers and reserves the right to reject any orders if the Customer is unable to provide appropriate credentials.

The Supplier is an independent professional services provider specialized in supporting Professionals with refined information concerning variations in the human genome and the scientifically established clinical relevance of such variations. Unless expressly designated by governing regulatory authorities in the Customer's jurisdiction, the Supplier does not act in any healthcare-providing capacity or engage in patient care activities or clinical judgement or decision-making regarding the patient.

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 provided the Customer with a confirmation of the order, electronically or otherwise. The Supplier reserves the right to refuse any orders submitted.

The Supplier reserves the right to cancel an order after 180 days from the placement of the order without notice in case it has not properly received the sample to be tested and/or sufficient information for testing the sample. If the Supplier agrees to keep the order open for an extended period of time, such extension does not constitute a precedent. After cancellation, the sample (if any), will be disposed of within 12 months, unless earlier disposal is required by applicable laws.

## 3. OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for:

- i) Familiarizing itself with the Supplier's Service descriptions and specifications and ensuring that the 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) Ensuring, if a fax number is provided in the order, that the faxed results are handled in accordance with the

applicable privacy laws and that no unauthorized persons have access to the fax machine;

- iv) Following the instructions of the Supplier's online system or order form, as applicable, to input the required information;
- v) Providing full and complete billing information, including but not limited to the full legal name of the entity to be billed, address and other information required for the invoice to be paid by the Customer;
- vi) Ensuring that the quality and quantity of the sample and the accompanying information (as explained in Clause 4) is sufficient in order to perform the tests and, if the patient has received i) a bone marrow transplant or ii) a blood transfusion during the last 14 days preceding the sample withdrawal, it is clearly mentioned in the test requisition (in the absence of such mention, it is assumed that the patient has not received either);
- vii) Ensuring appropriate sample collection and handling prior to shipment and that the samples are packed and transported in an appropriate manner, or, if the Supplier's sample kits are used, that the samples are handed over for transportation in an appropriate manner;
- viii) All medical advice given to the patient (Blueprint Genetics does not provide medical advice), 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;
- ix) Ensuring that only authorized person(s) have access codes to the Supplier's online service and informing the Supplier of any changes thereto;
- x) Obtaining any consent from the patient required under applicable laws and keeping the consent documentation on file, as applicable, and providing a copy thereof to the Supplier upon request (for certain Services, the Supplier may require the Customer to use the Supplier's consent form);
- xi) Ensuring that the patient's relative(s) or legal guardian(s) are consulted and informed in accordance with applicable laws, if the patient is incapable of undergoing genetic testing independently, and that all documents concerning such patient are executed by an authorized person;
- xii) Ensuring that any information concerning limiting or canceling the patient's consent or other legal basis for processing the patient's sample and information is promptly delivered to the Supplier;
- xiii) Providing its accurate and up-to-date contact information to the Supplier and replying promptly to the Supplier's inquiries that are essential for the performance of the Services; and
- xiv) Any decisions taken based in whole or in part on, or in connection with, the Services.

## 4. INFORMATION PROVIDED BY THE CUSTOMER

Genetic test results are produced in the context of each patient's individual medical background information. Such information includes but is not limited to detailed symptoms, age of onset, family history and previous diagnostic test results, as applicable. Providing sufficient and accurate background information is essential for the interpretation

of genetic data, and failure to do so may result in a less accurate test result than what could have been established, had the information been sufficient. While the Supplier shall use its best efforts to obtain clarification from the Customer in case it has reason to suspect material deficiencies in Customer-provided information, it is not responsible for errors caused by such deficiencies.

Background information provided to the Supplier must be in English. Unless the Supplier has explicitly accepted information in another language, such information will be disregarded. Unless required under applicable laws and regulations, the Supplier does not retain original copies of any Customer-provided information.

**5. 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.

**6. DELIVERY OF RESULTS**

The Supplier will endeavor to perform the Services and make the results available within 28 days (Whole Exome tests, 70 days) from the receipt of the sample and all information necessary to perform testing on the sample, assuming that the order is confirmed by the Supplier. While the Supplier will endeavor to submit the results as soon as reasonably possible, it is not responsible for delay of the results due to unforeseen events. The Supplier will typically communicate delivery delay if the results are not available in 35 days (77 days of Whole Exome tests) from the receipt of the sample. Certain national holidays will postpone the availability of results by one day when the national holiday occurs during 28 or 70 days from sample reception, as applicable. 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.

If the Customer provides insufficient information for testing the sample, the delivery of results may be delayed.

The abovementioned delivery times do not apply to Customized Services (as defined in Clause 9). Unless otherwise communicated by the Supplier, customization of the Services may add up to 30 days to the delivery time.

The Service results are kept available for download by Customer at the Supplier's online service for at least 12 months. The online service may encounter short maintenance breaks, notice of which breaks will be given at least 24 hours in advance on the online service. By using the online service, the Customer accepts the terms of use of the online service, as amended and posted on the online service from time to time.

**7. PRICES; PAYMENT TERMS**

The Supplier shall invoice for the Services after the results have been made available on 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 confirmed. The terms of payment are 14 days net from i) the date the results are available to Customer either on the Supplier's online service or the date of delivery, or ii) 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 applicable laws and regulations in force.

The Supplier shall have the right to suspend its performance of the Services without liability if the Customer fails to perform its payment obligations under this Agreement.

Credit limits: A credit limit (if any), may be set by the Supplier at its sole discretion. Upon request, the Customer shall provide the Supplier such financial information as the Supplier in its sole discretion deems necessary to determine the Customer's creditworthiness. The Supplier may increase or decrease such credit limit from time to time as it deems appropriate. The total amount owed by the Customer to the Supplier at any time shall not exceed the credit limit (if any) set by the Supplier, and orders to the Supplier above the credit limit shall be paid in cash in advance of delivery or by other means of secured payment chosen solely by the Supplier.

Notwithstanding the generality of the foregoing, the Supplier reserves the right to request payment in advance at its sole discretion, as set forth in the Advance Payment Policy below.

Advance Payment Policy: The Services shall be paid in full in advance. For this purpose, the Supplier shall invoice the Customer for the Services in advance, and such invoices shall include all un-invoiced orders placed by the Customer and processed by the Supplier by time of invoicing. The payment term is 14 days net. The Supplier will not fulfill any orders until the respective invoice has been paid in full. In the event that the Supplier decides, at its sole discretion, to fulfill an order prior to payment, such decision does not constitute a precedent.

Services billed to patients and other third parties: in the event that the Services are billed to a third party, separate terms and conditions may apply, as communicated by the Supplier from time to time.

**8. STORING OF THE SAMPLES**

Unless otherwise required by applicable laws and regulations, the Supplier will store samples for a period of 12 months after the test has been conducted in order to enable any verifications which may be requested by the Customer. After 12 months, the samples will be disposed of without notice. If the patient has given his/her consent for the extended storage of the samples, the Supplier may store the samples for a longer period of time, however, the Supplier cannot guarantee storage for any samples beyond 12 months.

Unless otherwise agreed to by the parties, the Supplier shall not return any samples. Any such returns and their pricing will be agreed upon separately in writing. If retaining the sample is of importance to the Customer, the Customer shall inform the Supplier about this when placing the order.

**9. CUSTOMIZATION OF SERVICES**

The Supplier may, at its sole discretion, agree to customize the Services for the specific Customer's needs in a manner that deviates from its Service descriptions or standard practices communicated at the time of ordering ("Customized Services"). Unless otherwise agreed to by both parties, such customization is performed within the Supplier's general diagnostic and quality requirements. However, the Supplier gives no representations or warranties as to the meaningfulness or fitness for any particular use of any Customer-requested customizations.

**10. SERVICES PROVIDED FOR RESEARCH USE ONLY**

Certain Services may be available for research use only ("RUO"). RUO Services are not restricted by the high-quality demands of the Supplier's diagnostic Services. In particular, RUO Services can be completed without fulfillment of the Supplier's diagnostic performance, validation and general quality standards. In no event may RUO Services be used as basis for clinical management decisions.

With certain low-quality samples, the Supplier may have to use rigorous variant filtering, which may increase the risk of false negative test results. Certain sample types also involve the risk of sequence variations caused by laboratory tissue manipulation.

Certain RUO tests have a high failure rate due to inherent limitations of sample material and methodologies. The Customer shall be liable for the full cost of test failures, for those tests the Supplier has identified to the Customer as having a high risk of failure.

The Supplier shall confirm the RUO nature of a particular service upon confirming the order for the respective service.

**11. SPONSORED TESTING PROGRAMS**

If the Services are ordered under a Sponsored Testing Program, these General Terms are complemented with the terms and conditions of the respective Program ("Program Terms"). In the event of any conflict or discrepancy between these General Terms and any

Program Terms, the Program Terms shall prevail.

**12. THE CONNECTING CLINICIANS -PROGRAM**

The Supplier may, as a part of its online services, facilitate communication between clinicians interested in the 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.

**13. 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 be liable for damages that it has caused to the Customer through the gross negligence or willful misconduct of Supplier. The Supplier shall be liable for damages that it has caused to the patient only if and to the extent so required under a mandatory provision of applicable laws and regulations. Other than the foregoing, and to the fullest extent possible under the applicable laws and regulations, 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. Other than as expressly stated herein, all warranties are hereby disclaimed and excluded by Blueprint Genetics. 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.

**14. SUBCONTRACTING**

The Supplier may subcontract its obligations under this Agreement.

The Supplier will be liable for the work of its subcontractors.

**15. 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.

**16. OTHER PROVISIONS**

The individual ordering the 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 Services under applicable laws or that he/she has been authorized by 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 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

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negotiate in good faith to modify this Agreement, so as to effect the original intent of the Parties as closely as possible.

The Supplier reserves all intellectual property rights in relation to products of the intellect that it uses or has used and/or develops or has developed in connection with providing the Services in respect of which the Supplier holds or can exercise copyrights or other intellectual property rights. The Customer shall have the right to reproduce Supplier-generated written documents and data for its own internal use to the extent that it is consistent with the purpose of the Services.

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.

The Supplier shall treat the Customer's orders and Customer-provided information as confidential information. Unless the Supplier is required under applicable laws to disclose confidential information, or the Supplier or persons affiliated with or working for the Supplier act in any disciplinary, civil, administrative or criminal proceedings in which this information may be of importance, the Supplier and the person(s) assigned by it shall neither disclose confidential information nor provide such information to third parties, other than those referred to in this Clause 16, including Group Companies, subcontractors, IT service providers and the Supplier's insurers, and legal or financial advisors. The Supplier may also disclose confidential information to insurance companies and other payors if authorized by the Customer or if permitted to do so directly under a provision of applicable law. The Supplier shall take appropriate measures in order to protect the confidential information.

The Supplier shall have the right to mention the Customer's name and broadly describe the Services provided to potential, existing customers and investors, as an illustration of the Supplier' experience.

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.

Customers of Blueprint Genetics Oy: to the extent that personal data provided by the Customer to the Supplier is subject to the General Data Protection Regulation, the Data Processing Annex annexed to this Agreement shall apply.

**17. 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.

## DATA PROCESSING ANNEX

This annex (the "Annex") forms an integral part of Blueprint Genetics' General Terms (the "Agreement") dated September 1, 2019. To the extent there are any conflicts or discrepancies between terms of Agreement and terms of this Annex, terms of this Annex shall take precedence.

### Definitions

The terms used in this Annex shall have the same meaning as given in Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "Regulation"). Such terms include without limitation controller, processor, personal data, data subject, processing and personal data breach. Where not defined in the Regulation, all capitalized terms used but defined herein shall have the same meaning as in the Agreement.

### Purpose

The Customer is the sole controller of the Customer's personal data or has been instructed by and obtained the authorization of the relevant controller(s) to agree to the processing of Customer's personal data by the Supplier as set out in this Annex. With this Annex, the parties agree that Customer appoints the Supplier as its processor to process Customer's personal data during the term of Agreement under the terms agreed in this Annex.

Supplier shall process the personal data only to further its obligations set forth in the Agreement and in accordance with the written instructions provided by Customer. The personal data relates to the Customer's patients and their family members. Supplier may process the following personal data for furthering its obligations relating to the purpose, some of which are special categories of personal data:

- Name
- Date of birth
- Gender
- Ethnicity
- Nationality
- Medical information from physician's referral
- Family history and relationships
- Specimen identification number and equivalent identifiers
- Identifiable genetic information
- Email, phone number, address, fax number

Supplier must immediately notify Customer, if it considers that the written instructions provided by Customer for processing personal data are in violation of the Regulation or national data protection laws. In addition to the terms of this Annex, the parties agree to comply with the Regulation as applicable to each party.

### Transfers to third countries

Customers located in the European Union or the European Economic Area: Supplier shall not transfer personal data outside EU or EEA, unless Customer has provided its written consent in advance for the transfer. In such event, Supplier must also comply with the obligations that the Regulation specifies for international transfers.

Customers located outside the European Union or the European Economic Area ("Third Countries"): If the Customer is located in a Third Country, the Supplier is entitled to transfer personal data to such third country for the performance of the Services. The Supplier may also transfer personal data to its Group Companies located in Third Countries where appropriate for the performance of the Services, in which situation the Supplier must also comply with the obligations that the Regulation specifies for international transfers.

### Consent for secondary use

Data subjects may give the Supplier an informed consent for the secondary use of personal data for research purposes. Such consent must be explicit and freely given and may not in any way affect the Services. In such event, the Supplier will act as a controller of the personal data for research purposes and assumes the liabilities of a controller under the Regulation. For sake of clarity it is expressly stated that such processing is not subject to this Annex.

### Sub-processing

Supplier is entitled to use sub-processors for processing personal data, provided that it notifies Customer in writing of its intention no

later than 30 days in advance. Supplier's obligation to notify concerns intended adding, removal or change of a sub-processor. After receiving notification, Customer has the right to object the intended change in the use of a sub-processor. When using sub-processors for processing personal data, Supplier agrees that it will impose data protection terms on any sub-processor it appoints that protect the personal data to the same standard as provided for by this Annex. Supplier is fully liable that its sub-processors comply with the requirements of this Annex. A list of sub-processors that are approved on the Effective Date can be found at [www.blueprintgenetics.com/sub-processors](http://www.blueprintgenetics.com/sub-processors). The list will be updated from time to time.

### Confidentiality

All personal data processed by Supplier on behalf of Customer is considered Customer's confidential information and Supplier shall not disclose the personal data to anyone or use it for any other than agreed purpose. Supplier ensures that only such people shall have access to the personal data that is necessary for furthering Supplier's obligations relating to the purpose and that such people shall be subject to a strict duty of confidentiality, contractual or statutory, and shall not permit any person to process the personal who is not under such a duty of confidentiality. The duties of confidentiality shall survive the termination or expiration of the Agreement.

### Security

Supplier shall implement appropriate technical and organizational measures to protect the personal data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the personal data. Such measures shall take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for natural persons' rights and freedoms. Such measures can include, as appropriate:

- a) the pseudonymization and encryption of personal data;
- a) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- b) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- c) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

### Personal data breaches

Supplier must notify Customer without undue delay about personal data breaches it becomes aware of, so that Customer can comply with the provisions of the Regulation regarding personal data breach notifications within the set time limits. When notifying Customer, Supplier must include necessary details about the personal data breach and also otherwise provide reasonable assistance for the Customer. Supplier must also take all such other necessary measures to mitigate or remedy the effects of the personal data breach and to prevent further breaches.

### Contact information and data protection officer

For notifications and any privacy-related matters, the Supplier shall contact the Customer's data protection officer, if the contact information for such person has been provided by the Customer. If the Customer does not have a data protection officer, the Customer is obligated to designate a contact person responsible for data protection for the purpose of processing personal data. The Customer will provide the contact information of the contact person referred to here or data protection officer to the Customer in writing.

Contact information for the Supplier's data protection officer: [privacy@blueprintgenetics.com](mailto:privacy@blueprintgenetics.com)

If this contact information changes, the Supplier shall notify the Customer immediately.

### Data protection impact assessment

If Supplier becomes aware that the planned processing would cause a high risk for the rights and freedoms of natural persons it must notify Customer about this and assist the Customer, if necessary, in conducting a data protection impact assessment.

**Data subject's rights**

Taking into consideration the nature of the data processing, Supplier must reasonably and without undue delay assist Customer, including by applicable technical and organizational measures, to fulfill any request from a data subject to exercise its rights under the Regulation. Such rights may include, as they are described in the Regulation, rights of access, correction, objection, erasure ("right to be forgotten") and data portability. If such requests are made directly to Supplier, it must notify Customer about the request without undue delay.

**Audits**

Supplier shall permit Customer to audit Supplier's compliance with these terms, and shall provide access and make available to Customer all systems, premises, resources, information and staff as necessary for Customer to conduct such audit. Audits will be performed during normal business hours with the aim of causing as little disruption to Supplier's business operation as reasonably possible. Customer must also provide reasonable advance notification of planned audits. Both parties are responsible for their own costs and expenses relating to an audit.

**Term and effects of termination**

This Annex enters into force on September 1, 2019 ("Effective Date") and shall thereafter remain in force until the Agreement is terminated or expires under its terms. At the termination or expiration of the Agreement, Supplier shall, at Customer's option, delete or return all personal data to Customer and delete also all copies of the personal data, unless national or EU or member state law requires Supplier to retain some or all of that data. In such event any further processing of the personal data is prohibited, except to the extent required by law. In the absence of any instructions from the Customer, the personal data will be deleted after 20 calendar years.