

## General Terms for Genetic Testing Services by Igenomix

These General Terms (the “General Terms”) apply to all Services requested by a Customer from **Igenomix UK Ltd** (hereinafter “Igenomix”), Company registration No.10675550, VAT registration No.266290978) located at Surrey Technology Centre, 40 Occam Road, Guildford, GU2 7YG., (hereafter referred to as “Igenomix”) after the 1<sup>st</sup> of July, 2026.

### 1. SCOPE

- 1.1 The services provided by Igenomix include genetic testing as well as report interpretation and genetic counselling relating to the results of the genetic testing in some cases (the “Services”). All Services provided by Igenomix to a Customer (as defined below) shall be subject to these General Terms unless expressly deviated from in writing.
- 1.2 The “Customer” is the clinic on whose behalf the referring healthcare professional requests the performance of the Services by Igenomix. If the referring healthcare professional is not authorized to act on behalf of such clinic, then the Customer is the referring healthcare professional.

### 2. ORDERS, PRICES AND PAYMENT

- 2.1 Before requesting any Services from Igenomix the Customer must complete Igenomix’s customer enrolment form (“CEF”) provided by Igenomix.
- 2.2 The Customer shall request Igenomix’s performance of Services only via Igenomix’s online clinic portal or via the requisition forms (“Test Requisition Forms”) provided by Igenomix. The Customer’s request for Services shall be considered accepted by Igenomix upon Igenomix’s receipt of samples and documentation in accordance with section 4 hereof.
- 2.3 Unless otherwise expressly agreed in writing all Services are provided at the prices set out in Igenomix’s price list in force at the day of Igenomix’s receipt of the Customer’s Test Requisition Form (TRF). VAT and other taxes and duties will be added to the extent required by law.

Igenomix reserves the right to adjust its prices at any time by giving the Customer not less than 45 days' prior written notice. The revised prices shall apply to all Test Requisition Forms received by Igenomix on or after the date the adjustment takes effect.

- 2.4 Terms of payment are 30 days from the date of Igenomix’s invoice unless otherwise agreed between the Parties in writing. In case of late payment interest shall accrue at the rate of 1% per month commenced. The Customer’s failure to pay a due invoice for more than three (3) months will result in the suspension of all Services and/or work in progress, as well as the blocking of new orders. In this sense, for the reactivation of the Services and the unblocking of new orders, the Customer must pay in full all overdue bills.
- 2.5 Igenomix may at the Customer’s request accept in writing to invoice a patient of the Customer directly. In such case, the Customer must provide Igenomix with all information required for Igenomix to invoice and receive payment from the patient. Igenomix reserves the right to request prepayment from the patient before performing the Services. If Igenomix receives payment directly from a patient as per the Customer’s request, the Customer undertakes not to invoice such patient in whole or in part for the same Services.

### 3. IGENOMIX’S OBLIGATIONS

- 3.1 Igenomix shall:
  - (i) perform the Services in compliance with all laws applicable to Igenomix;
  - (ii) perform the Services in compliance with these General Terms, Igenomix’s standard operating procedures for the requested test(s), the description of the requested test(s) always provided by Igenomix either online or in printed form, and with the degree of skill and care that can reasonably be expected from genetic testing laboratories for the same type of test(s);
  - (iii) provide the result of the Services to the Customer through a written report submitted via encrypted pdf file or Igenomix’s online portal;
  - (iv) provide technical explanation of the result of the Services and providing references to genetic counselling to the Customer and/or, if so requested by the Customer, to the Customer’s patient;
  - (v) unless otherwise agreed in writing between the Parties, organise and pay for the transportation of the sample kits to the Customer and the collection of the biological samples from the Customer to Igenomix.

3.2 Certain tests may require prior training of the Customer's staff. For such tests Igenomix shall provide the following additional services free of charge:

- (i) online training in audiovisual format of maximum three sessions;
- (ii) support material in the form of instructions, the validation report and the relevant technical protocols;
- (iii) online or telephone support for resolution of questions and technical assistance relating to the test;
- (iv) delivery of validation kits and essential diagnostic material.

If the Customer requires training activities in excess of the above or other types of training, such as on-site training, such activities are subject to availability and will be invoiced separately according to Igenomix's prices in force at the time.

3.3 Turnaround Times ("TATs")

Igenomix will use commercially reasonable efforts to deliver the results of the Services to the Customer within the TATs indicated by Igenomix for each type of test in Igenomix's user manual available at [User Manual](#) (the "User Manual"). All TATs are estimated and calculated from Igenomix's receipt of all relevant and correct information and adequate biological samples.

National/regional holidays may postpone the delivery of the results.

Igenomix will typically notify the Customer of a delay if results are not available at the end of the TATs.

3.4 Igenomix will deliver the results of the Services to the Customer through the online portal or by encrypted pdf file to the email address provided by the Customer in the TRF and CEF. The Customer is solely responsible for the correctness and readability of the email address provided in the TRF and CEF.

In the event Igenomix makes a change to the Service that would affect the standard operating procedures that will be explained to the Customer in advance.

#### **4. CUSTOMER'S OBLIGATIONS AND WARRANTY**

4.1 The Customer warrants that:

- (i) it understands the nature and the object of the Services requested from Igenomix, including their risks, limitations and relevance for the patient as described by Igenomix; and
- (ii) it has explained the above-mentioned purpose, risks, limitations and relevance to the patient together with potential alternatives to the Services; and
- (iii) it has obtained and stores the patient's signed informed consent in accordance with all applicable laws and regulations and will supply such informed consent to Igenomix if so requested.

4.2 In order for Igenomix to perform the Services and provide the results to the Customer on time, the Customer must:

- (i) request the Services only on Igenomix's Test Requisition Form which shall be correctly filled in and signed by the Customer;
- (ii) provide Igenomix with all information and data detailed in Igenomix's instructions for the specific test;
- (iii) extract, handle and pack the biological samples with the highest level of quality and in accordance with Igenomix's instructions and through use of the kits and packaging material provided by Igenomix;
- (iv) ship biological samples to Igenomix in accordance with Igenomix's instructions;
- (v) ship the duly signed and properly completed Test Requisition Form as applicable with the biological samples to Igenomix;
- (vi) respond promptly to any inquiries from Igenomix about the requested Services.

4.3 Igenomix may through written notice to the Customer reject performance of the Services if the Customer does not comply with its obligations under this section 4 or for the reasons stated in Igenomix's User Manual and/or in these General Terms.

4.4 If the reason for Igenomix's rejection of the performance of the Services is remediable by the Customer, Igenomix will notify the Customer hereof. In the event the Customer fails to complete its order in due time and in accordance with Igenomix's notification, the Customer's order for the Services shall be considered cancelled and neither party shall have any further obligations towards the other with regard to such order. The biological sample and all other data will be destroyed by Igenomix in compliance with applicable laws.

- 4.5 The Customer expressly acknowledges and accepts that instead of rejecting performance of the Services under section 4.3, Igenomix may decide to perform the Services even though the documentation and/or the sample is not complete. In such case the final report will indicate the nature of the shortcoming and where applicable, advise caution when interpreting the results that may be affected due to the incomplete sample and/or documentation.
- 4.6 Igenomix will supply the Customer with the kits to be used for extraction, packaging and/or shipment of biological samples. The Customer must review the kit immediately on receipt and notify Igenomix if the kits are damaged and/or not complete on arrival. The Customer is responsible for the correct storage and handling of the kits after receipt.
- 4.7 The Customer must hold and maintain all necessary licenses, permits, and authorizations required under applicable law to order the Services from Igenomix. Igenomix reserves the right to suspend or cancel an order for the Services if Igenomix has reason to suspect that the Customer does not maintain all such licenses, permits, and authorizations.
- 4.8 The Customer shall provide its patients with all appropriate pre- and post-test genetic counselling including counselling regarding the nature and object of the requested Services, the possible results, and the implications of the possible and actual results of the Services as well as possible alternatives that may be available for the patient. Igenomix remains at the disposal of the Customer and the patient for clarification of any questions that may arise in this context.

Igenomix offers access to genetic counselling services to the Customer or to patients and/or their authorised representatives. Genetic counselling is intended to support informed decision-making and understanding of the potential medical, psychological, and familial implications of genetic findings. Further details regarding Genetic Counselling recommendations and requirements are set forth in the [Genetic Counselling Terms and Conditions](#)

- 4.7 The Customer is solely responsible for (i) the choice of the ordered Services and their adequacy and suitability for the intended purpose, and (ii) all decisions made in whole or in part on the basis of or in connection with the results of the Services including without limitation decisions in relation to any medical treatment.
- 4.8 The Customer is solely responsible for ensuring that it has obtained all adequate and relevant information about the Services and the requirements and pre-requirements for their performance from the User Manual and any other instructions and information provided by Igenomix either online or offline. The Customer may also contact Igenomix directly via the contact information provided at [IGENOMIX UK home - Pioneers in Reproductive Genetics](#).

## **5. BIOLOGICAL SAMPLES STORAGE**

- 5.1 All biological samples provided by the Customer to Igenomix will be stored by Igenomix in accordance with applicable law. Igenomix will upon request inform the Customer of the relevant storage period.
- 5.2 After expiry of the relevant storage period, the biological samples will be disposed of without notice to the Customer. No biological samples or part thereof will be returned to the Customer.

## **6. SUBCONTRACTING**

- 6.1 Igenomix shall be entitled to subcontract with third parties for the performance of the requested Services. Igenomix remains responsible for the compliance by such third parties with these General Terms.

## **7. CONFIDENTIALITY**

- 7.1 Igenomix shall implement reasonable measures to keep the Customer's order, data provided by the Customer, the performance of the Services for the Customer and the results thereof confidential at all times. Igenomix shall only disclose such information to its employees and to third parties when needed for the purpose of performing the requested Services, or for invoicing or receiving payment for the Services or when required by applicable law.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 Each Party hereby acknowledges and agrees that any information and material that it may have, and may continue to come into contact with, either in oral, written, graphic, photographic, recorded or in any other form (the "Material and Documentation"), may be highly confidential, and that this information and material (the "Confidential Information") is being made available by the disclosing Party (the "Disclosing Party") to the receiving Party (the "Recipient") solely for the purposes of performing the Services under this Agreement and for no other purpose. For the sake of clarity, Igenomix is and remains the exclusive owner of all intellectual property rights, including know-how, (i) relating to (a) the Services, and/or (b) the result of the Services, and/or (c) the reports generated by Igenomix for the Customer, or (ii) used by Igenomix in connection with the performance of the Services.
- 8.2 No license is granted to the Customer regarding such intellectual property rights, provided however that the Customer shall be entitled on a non-exclusive basis to reproduce the reports with the results of the Services for the sole purpose of providing medical counselling about the results to the Customer's patient.

- 8.3 The Customer acknowledges and accepts that Igenomix's intellectual property rights are considered a trade secret capable of conferring a competitive advantage in the marketplace if disclosed to third parties.
- 8.4 In particular, Parties declare to know and understand that the genetic information, of any type and form, as well as the genetic samples of the patients and/or any personal data associated with the Services may not be used for purposes other than those expressly foreseen in the relevant privacy policies given to the patients (usually, the mere provision/reception of the genetic Services). Specifically, the aforementioned could not be used for the purpose of research for ultimate commercialization unless the patients have been expressly informed and the Parties have a legal basis to do so in accordance with the applicable data protection regulations.
- In addition, the Customer acknowledges that acting unfairly in relation to the results of the Services would entail taking advantage of or benefitting from the work of Igenomix, which could amount to an infringement from the perspective of unfair competition.
- 8.5 Where information or material received by the Recipient is not labelled confidential, the Recipient agrees to treat it as such, unless the Disclosing Party indicates otherwise in writing.
- 8.6 The Recipient agrees that its directors, officers and employees will use any Confidential Information provided by the Disclosing Party only in order to comply with its obligations under this Agreement and agrees to only disclose such information to those of its directors, officers and employees (including those of an Affiliated Company) directly concerned with the work under this Agreement. Subject to the provisions herein, the Recipient agrees that it will not disclose any Confidential Information, including, without limitation, any part of the Material or Documentation, to a third party nor use it for any other purpose either for itself or a third Party.
- 8.7 The Disclosing Party may, at its discretion and where reasonable, require the Recipient's directors, officers, employees or third parties contracted by the Recipient, who perform the Services, to sign a confidentiality agreement in respect of the Confidential Information, including, without limitation, the Material or Documentation, or work to be done with respect to the Services. Such confidentiality agreements exist in addition to, not in replacement nor rectification of, the terms presented in this Agreement. Should an employee of the Recipient or any Party contracted by the Recipient refuse to sign such an agreement, they may be refused access to the Disclosing Party's premises, at the Disclosing Party's discretion. Such refusal shall in no way constitute a breach of any sort under or constitute an intention to terminate this Agreement. In such a case, the Recipient further agrees, at the request of the Disclosing Party, to remove the said employee or third Party contracted to do the work from performing the Services. The Recipient agrees to replace the said employees or third-Party contractors with personnel who agree to be bound by such a confidentiality agreement.
- 8.8 The Recipient shall, at all times, preserve the proprietary, confidential and/or trade secret nature of the Confidential Information both during and after the term of this Agreement irrespective of the manner or method in which it is terminated.
- 8.9 No Confidential Information of any kind, whether in digital or any other form given to the Recipient by the Disclosing Party to fulfil its obligations under this Agreement, may be retained by the Recipient after the termination or expiration of the term of this Agreement.
- 8.10 Obligations of confidentiality contained in this Agreement shall not apply to any information or material that the Recipient can demonstrate was part of the public knowledge or already known to the Recipient on the date it was disclosed, or subsequent to the time of disclosure became part of the public knowledge through no fault of the Recipient, or was rightfully disclosed to the Recipient by a third Party. If the Recipient becomes legally compelled to disclose any Confidential Information, it shall promptly inform the Disclosing Party of such fact in writing so as to allow the Disclosing Party to take appropriate protective actions or measures or to seek orders to protect the interests of the Disclosing Party.

## **9. LIMITATION OF LIABILITY**

- 9.1 The Customer acknowledges and accepts that the nature of the Services, irrespective of the type of test, is that the accuracy is less than 100%.
- 9.2 Igenomix's liability under these General Terms shall be limited as follows:
- (i) Under no circumstances shall Igenomix be liable for any loss of profit, loss of revenue or any indirect or consequential losses whatsoever, including without limitation loss of data, loss of goodwill, claims from third parties, or increased medical costs and expenses; and
  - (ii) Igenomix's total liability shall never exceed an amount corresponding to the amount paid by the Customer for the Services causing the losses, costs or expenses.
- 9.3 The limitations set out under Section 9.2 shall not apply to the extent the losses, third-party claims, costs or expenses are the direct result of Igenomix's gross negligence or wilful misconduct.

## 10. FORCE MAJEURE

- 10.1 Neither of the Parties shall be liable to the other for a failure or delay in performing any of its obligations under these General Terms, except for payment of Services ordered, if such delay or non-performance is caused by strike, stoppage of labour, lockout or other labour trouble, pandemic, fire, flood, riot, civil commotion, accident, act of any governmental or local authority, or terrorism or of the public enemy, or by any other cause beyond the reasonable control of that party (collectively "Force Majeure").
- 10.2 The party that is prevented from performing its obligations due to Force Majeure shall immediately inform the other party hereof in writing.
- 10.3 Should hindrance due to Force Majeure situation continue for more than ninety days, the other party as its sole remedy shall have the right to terminate the ordered Services with immediate effect and without any liability.

## 11. PERSONAL DATA

- 11.1 The processing of personal data in connection with the performance of the Services is subject to the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and other applicable UK data protection laws. All terms used in this Section 11 which are defined in the UK GDPR shall have the meaning attached to them in the UK GDPR.
- 11.2 Each party shall comply with applicable data protection laws in connection with its own processing of personal data under this agreement and shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, accidental loss, destruction, or damage.
- 11.3 The Customer is solely responsible for complying with the UK GDPR in its collection and processing of personal data about patients, including providing patients with the information required under the UK GDPR.
- 11.4 Where required by applicable data protection law, the parties shall enter into such further agreements or arrangements as are necessary to ensure lawful processing of personal data.
- 11.5 Any questions related to data privacy should be directed to [privacy@igenomix.com](mailto:privacy@igenomix.com)

## 12. GENERAL PROVISIONS

- 12.1 These General Terms supersede all agreements between Igenomix and the Customer with respect to Igenomix's rendering of the Services. Any modification to these General Terms will be effective only if it is in a written document signed by authorized representatives of both Parties.
- 12.2 If any provision of these General Terms is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- 12.3 The failure of either party to enforce any provision of these General Terms shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of these General Terms thereafter.
- 12.4 Igenomix may assign its rights and obligations under these General Terms to any affiliated company of Igenomix and to any successor of Igenomix' business. 'Affiliated company' shall mean a company which, directly or indirectly, controls or is controlled by or is under the common control with Igenomix whether through possession of the power to direct the management and policies or through ownership of voting stock or holding of office, by contract or otherwise. Customer is not entitled to assign its rights and obligations under these General Terms without Igenomix's prior written consent.

## 13. DISPUTES AND GOVERNING LAW

- 13.1 These General Terms shall be governed by and construed in accordance with English law. For all disputes arising in connection with these General Terms, the Parties submit, expressly waiving any other jurisdiction that may correspond to them, to the exclusive jurisdiction of the courts of England and Wales. Notwithstanding the foregoing, Igenomix reserves the right to bring proceedings before any competent court having jurisdiction over the Customer.
- 13.2 If these Terms and Conditions are translated to another language, the English version shall prevail in case of discrepancies.