

GENERAL TERMS AND CONDITIONS OF SALE FOR SEQUENCING SERVICES

1. **Terms of sale**

- 1.1. **General Terms**: Following are the terms and conditions for pre-departure testing (the “Terms”) offered by MiRXES Pte. Ltd. (the “Provider”) to the purchaser of Sequencing Services (the “Buyer”).
- 1.2. **Sequencing Services**: For the purpose of this term and conditions of sale, Sequencing Services shall mean the services offered by the Provider to the Buyer as governed under the Terms herein and shall be further detailed in the relevant quotation, ordering webpage or as otherwise communicated in writing by the Provider to the Buyer.
- 1.3. Unless otherwise specified in writing, the Provider shall be deemed to have completed the Sequencing Services for an order by the Buyer upon its delivery of the applicable deliverables. The Buyer shall inform the Provider within seven (7) days of any issues with the deliverables, failing which the Provider shall have no obligations to perform any further services for the same order.
- 1.4. Upon the delivery of the applicable deliverables to the Buyer, the Provider shall not be obligated to retain any samples or data provided by the Buyer for longer than one (1) month (the “Retention Period”). In the event that the Buyer desired storage of the sample or data for a longer period, it shall notify the Provider in writing at least seven (7) days prior to the end of the Retention Period and the parties shall negotiate the relevant fees and terms for such storage.
- 1.5. **Research Use Only**: Unless otherwise indicated, the Sequencing Services are intended for research only and is not to be used for any other purpose, including without limitation diagnostic or clinical purposes or other unauthorised commercial uses.
- 1.6. **Effective Date**: The Terms are deemed to be in effect upon the Buyer’s acceptance of the contract as evidenced by issuance of a purchase order, signing of a quotation issued by the Provider or other form of acceptance in writing as agreed between the Parties and will cease upon completion of the Services as evidenced by the issuance of a report to the Buyer.
- 1.7. **Amendments**: The Provider may, from time to time and at its sole discretion, amend the Terms and such amendments shall be deemed to be effective from the effective date indicated on the amended Terms or the date the amended Terms are made available on the relevant quotation or on the relevant website (<https://mirxes.com/sequencing-terms/>), whichever earlier.
- 1.8. **Supplementary Terms and Conditions**: Additional terms such as terms within service agreements, research collaboration agreements, software licenses, equipment warranty or service or other written agreements signed between the Provider and Buyer shall be referred to as Supplementary Terms. In the event of any conflict between the terms, unless specifically indicated within the Supplementary Terms, the following priority shall be accorded to the conflicting clauses: (a) the quotation; (b) any applicable Supplementary Terms; and (c) the Terms provided herein.

2. **Price, Ordering and Payment**

- 2.1. **Validity**: Subject to the term of any valid quotations issued by the Provider or prior written agreements between the Buyer and Provider, the Provider reserves the right, at its sole discretion, to revise the prices or type of Sequencing Services provided.
- 2.2. **Taxes and Fees**: Unless otherwise stated, the prices exclude any taxes or duties payable for the sale, delivery or use of any Sequencing Services, which shall be paid for by the Buyer.
- 2.3. **Cancellations or Changes**: In the event of changes or cancellation of order(s), the Buyer shall, as soon as practicable, contact the Provider via the sales enquiry hotline or email. Any cancellation, changes or refunds shall be at the Provider’s sole discretion. For the avoidance of doubt, the Provider shall not be obligated to cancel any order once such order or instructions has been received from the Buyer. The Provider reserves the right to invoice the Buyer for the cost incurred up to the date of the cancellation, or additional charges resultant from the changes. The payment of which shall be governed by the Terms herein. For cancellations communicated after the processing of the Buyer’s sample(s) by the Provider, the Provider shall not be obligated to provide refunds.
- 2.4. **Turnaround Times**: The Provider shall notify the Buyer of the applicable turnaround times for the Sequencing Services. Provider reserves the right to revise the turnaround times for any Sequencing Services by providing notice in writing to the Buyer. The Provider shall not be responsible for delays resultant from incomplete or inaccurate information provided on the order form nor for delays caused by sample issues not caused by the Provider including but not limited to incorrectly collected or stored samples. The Provider’s stated turnaround times are dependent on current laboratory capacity, and delays may be experienced during periods of extreme demand.
- 2.5. **Sample Quality Control**: The Provider shall perform quality control testing of the Buyer’s samples upon receipt. Sequencing Services (with or without library preparation) shall be carried out for samples that pass Provider’s quality control criteria (which shall be provided separately to the Buyer). For samples that do not meet Provider’s quality control criteria, the Provider shall contact the Buyer on the matter. In the event that the Buyer wishes to proceed with the library preparation and sequencing of these samples at its own risk, the Provider shall not be responsible for the success of the library preparation or the quality of sequencing data obtained.
- 2.6. **Payment**: The Provider shall invoice the Buyer pursuant to the price and payment terms provided in the relevant quotation, ordering webpage or as otherwise communicated in writing by the Provider to the Buyer. Upon non-payment of any past-due invoice issued by the Provider, the Provider reserves the right to discontinue the supply of products or services to the Provider until the balance is paid in full. The Provider shall also be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount at the rate of 1.5 percent (1.5%) per month from the due date until the outstanding amount is paid in full.

3. **Warranty**

- 3.1 Subject to all the terms and conditions set out herein, the Provider warrants that the Sequencing Services will be completed in a professional, workmanlike manner, with a commercially reasonable degree of skill and care, and in compliance with applicable specifications, statutory and regulatory requirements.
- 3.2 The Buyer warrants that all approvals and licenses necessary for the use of any samples, materials or information (including any clinical or personal data) provided by the Buyer to the Provider for the Sequencing Services have been obtained and that such use would be in compliance with all applicable national and local laws, regulations and guidelines, all applicable subject privacy laws and regulations, and all applicable environmental and ethical regulations and guidelines.
- 3.3 **Exclusions**: The foregoing warranties do not apply to the extent a non-conformance is due to (i) abuse, misuse, neglect, negligence, accident, improper storage of samples by the Buyer prior to receipt of the samples by the Provider; (ii) provision of incorrect instructions or any mislabelling by the Buyer; or (iii) Force Majeure Events, or (vi) use with a third party’s goods or services (unless expressly stated in writing by the Provider such third party’s goods or services is suitable for use with the Sequencing Services).

4. **Intellectual Property**

- 4.1 **Ownership**: The ownership of all intellectual property rights in relation to the Sequencing Services, including all modifications or improvements shall remain the Provider’s sole and exclusive property. Notwithstanding the above, the deliverables generated from the

Sequencing Services, such as the sequencing data or analyses performed in accordance to the Buyer's order, shall be owned by the Buyer unless otherwise agreed in writing.

5. Indemnity

The Buyer shall indemnify and hold the Provider harmless from and against all claims, demands, choses in action, judgments, suits, proceedings, liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal costs (calculated on a full indemnity basis and including solicitor and client costs) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with:

- (a) the Buyer's acts, defaults or omissions or any breach, performance, negligent performance or non-performance of this Agreement;
- (b) the breach of any representation or warranty that the Buyer make under this Agreement;
- (c) the use of any information, samples or materials provided by the Buyer to the Provider for the Sequencing Services;
- (d) the Buyer's use of the data (or any other deliverables) generated from the Sequencing Services; and/or
- (e) the enforcement of this Agreement.

6. Exclusion of Liability, Disclaimers Against Warranties and Representations

6.1 Save for negligence resulting in personal injury or death, the Provider excludes and expressly disclaims all liability to the Buyer or any third party for any personal injury, death, damage or loss of any kind including direct or indirect, special or consequential damages, loss of income, revenue or profits, loss or damage to data, or damage to the Buyer's device, software or any other property, even if the Provider had been advised of such injury, death, damage or loss, whether arising directly or indirectly in connection with:

- (a) the purchase of the Sequencing Services;
- (b) the administration of the Sequencing Services and/or any acts or omissions by the Provider;
- (c) communication of the Sequencing Services details to any vendor(s) necessary for the fulfilment of the Sequencing Services;
- (d) communication of the results to the Buyer or any party designated by the Buyer;
- (e) any costs or expenses incurred arising from or in connection with the results;
- (f) any loss or unavailability of access to or use of the results;
- (g) any use, misuse, purported use or misuse or unauthorised use of the results;
- (i) any inaccuracy or incompleteness, or delays, interruption or errors or omissions, in the transmission of the information the Buyer to the Provider;
- (ii) any loss or corruption of any of the Buyer's data and any content the Buyer upload, share or transmit (including Personal Data) either via electronic transmission (e.g. email), postal/courier services or in the course of the Buyer's access or use of the Provider's website (where applicable);
- (iii) any breaches of contractual obligations, laws, guidelines or regulations by the Buyer in relation to the provision or use of samples, material or information provided by the Buyer to the Provider for use in the Sequencing Services; and/or
- (j) any Personal Data breach, or breach of security of the Provider's IT systems, servers or website, whether it is from errors, unauthorized access, corruption or destruction of systems (including those caused by any security vulnerabilities, viruses, malware, malicious, destructive or corrupting code, programme or macro, Trojan horses, defects, or other cybersecurity incidents). The use of the Provider's IT systems, servers or website is provided on an "as is" and "as available" basis without warranties of any kind.

6.2 The Provider shall not be liable for any losses, damages, cost and liabilities arising out of or caused by the Buyer's (i) breach of the Terms; (ii) inaccurate or unauthorised representation or warranty to the Provider; (iii) failure to conform to local laws and regulations; and (iv) wilful act or misconduct, omission, or any other wrongful act or omission.

6.3 To the fullest extent permitted by the law, the Provider does not make any representations or warranties of any kind related to the Sequencing Services, and disclaim all express, implied or statutory warranties of any kind to the Buyer or any third party, whether arising from usage or custom or trade or by operation of law. This includes a disclaimer on warranties of accuracy, completeness, correctness, timeliness, reliability, availability, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose, of the results.

6.4 In any event, the Provider's maximum aggregate liability arising out of or in connection with the Sequencing Services is limited to the fees paid by the Buyer for the specific Sequencing Services that gave rise to the liability.

6.5 Without limiting any of the above, no action may be brought by the Buyer against the Provider, under these Terms or related to the Sequencing Services or the Provider's website, more than 1 year after the cause of action arose.

7. Miscellaneous

7.1 **Confidentiality**: The Parties agree to keep confidential any non-public information in relation to the Sequencing Services including but not limited to any technical or pricing information related to the Services.

7.2 **Personal Data Protection**: The Parties shall comply with any applicable personal data protection legislations and guidelines with regards to any and all personal data collected and/or held in connection with the use of the Sequencing Services.

7.3 To the extent required for the provision of the Sequencing Services, the Buyer agrees that the Provider may collect, use or store the personal data and test results received from the Buyer, including disclosing the same to relevant medical service provider, government, regulatory agency or the Provider's third-party vendors when necessary, or where required, to fulfil the Provider's obligations under the applicable laws, directives, orders, policies and/or regulations. Where personal data is required by the Provider for the Sequencing Services, Buyer shall undertake that (i) where such personal data relates to the Buyer, to consent to the use of the personal data by the Provider; (ii) where such personal data relates to an individual other than the Buyer, it would have, prior to disclosing such personal data to the Provider, obtained the appropriate informed consent from the individuals whose personal data are being disclosed; and (ii) any personal data disclosed by it are accurate and complete.

7.4 **Publication**: Buyer shall include the appropriate acknowledgement of the contribution of MiRXES in any associated publications containing the data generated using the Services herein.

7.5 **Force Majeure**: The Provider shall not be responsible for any failure or delay in performing any of the Provider's obligations, if delayed, hindered, interfered with or prevented by floods, riots, fires, strikes, freight embargoes, act of God, acts of war or hostilities of any nature, change of laws or regulations of government of either party or any similar cause beyond the reasonable control of the party affected ("Force Majeure Event") provided that the Provider shall give prompt notice of the nature of the Force Majeure Event to Buyer.

7.6 **Termination**: The Provider reserves the right to terminate this Agreement in the event of any breaches of the terms of this Agreement, cancellations, discontinuation of the Sequencing Services or in the event of overdue payments by the Buyer.

7.7 Governing Law: The rights and obligations by the Parties hereunder shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. All parties agree to submit to the exclusive jurisdiction of the Singapore courts to resolve any dispute arising out of or in connection with this Agreement. The Provider may at their sole discretion elect to refer any dispute to arbitration by the Singapore International Arbitration Centre.