

# OncoDNA and OncoSHARE General Terms and Conditions

## **1. Definitions**

In these OncoDNA & OncoSHARE General Terms and Conditions, the terms starting by a capital letter will have the meaning specified below or elsewhere in these OncoDNA & OncoSHARE General Terms and Conditions:

1.1. “Account” means the web account that the Client needs to create on OncoSHARE to access to the Services.

1.2. “Client” means either the Medical Doctor, Patient, Official Distributor or Interested Third Party.

1.3. “Official Distributor” means the individual, company, corporation, organization or other legal entity that resells and distributes the Test Services, for the account of OncoDNA, in the framework of a distribution agreement entered into with OncoDNA (the “Distribution Agreement”).

1.4. “Information and/or Shipment Kit” means the package the Medical Doctor has to use to ship Specimens to OncoDNA.

1.5. “Informed Consent Form” or “ICF” means the informed consent form to be signed or otherwise consented to by the Patient and in which such Patient gives his/her consent for the performance of the OncoDEEP, OncoSTRAT&GO or OncoTRACE Test on his/her Specimen.

1.6. “Interested Third Party” means any individual that is not a Medical Doctor, a Patient or an Official Distributor, that is registered with OncoSHARE.

1.7. “Medical Doctor” means a medical doctor specialized or not in the diagnosis and treatment of cancer.

1.8. “OncoDNA” means the limited liability company OncoDNA, incorporated under Belgian law, having its registered office at Avenue Georges Lemaître 25, 6041 Gosselies, Belgium, registered with the Crossroads bank for enterprises under company number 0501.631.837.

1.9. “OncoSHARE” means the OncoDNA web platform available at the address [www.oncoshare.com](http://www.oncoshare.com) (the “Website”), which is an online platform where Medical Doctors, Patients and Interested Third Parties may seek, collect and share information on cancer and oncology.

1.10. “Patient” means the individual diagnosed with a tumor.

1.11. “Price” means the price payable for the Test Services.

1.12. “Privacy Policy” means the OncoSHARE Privacy Policy available at [www.oncodna.com/legaldocs/oncodna-privacypolicy/pdf](http://www.oncodna.com/legaldocs/oncodna-privacypolicy/pdf) which constitutes an integral part of these Terms and Conditions.

1.13. “Report” means (i) the OncoDEEP theranostic report, containing personalized treatment options, taking into account the Patient’s tumor’s molecular characteristics (using tumor tissue). The OncoDEEP theranostic report includes a list of all mutations discovered, along with those which are actionable by therapies currently on the market, by therapies currently under development and a list of ongoing clinical trials; and/or (ii) the OncoTRACE cancer monitoring report of biomarkers specific to each Patient’s tumor, giving the Medical Doctor indicators of his/her Patient’s response to ongoing treatment (using blood samples). The Report is drafted in English.

1.14. “Request” means the request made by the Medical Doctor directly, or through an Official Distributor, on OncoSHARE for the Test Services, in accordance with the provisions of Article 4 of these Terms and Conditions.

1.15. “Result” means sequencing raw files and sequencing data resulting from the OncoDEEP, OncoSTRAT&GO or OncoTRACE Tests, ordered by the Medical Doctor and performed on the Patient’s Specimen(s).

1.16. “Services” means:

a. the OncoDEEP, OncoSTRAT&GO and/or OncoTRACE services consisting in (i) the supply of an Information and/or Shipment Kit, (ii) the performance of the OncoDEEP, OncoSTRAT&GO and/or OncoTRACE Tests and (iii) the delivery of the Report(s) (the “Test Services”); and

b. the provision of OncoSHARE and related services to Medical Doctors, Patients, Official Distributors and Interested Third Parties (the “OncoSHARE Services”).

1.17. “Specimen” means Patient’s tumor tissue and/or blood samples collected and kept in the tubes provided in the Shipment Kit.

1.18. “Terms and Conditions” means these OncoDNA & OncoSHARE General Terms and

Conditions as well as modified and/or amended versions thereof, as the case may be.

1.19. "Tests" means the laboratory testing services provided by OncoDNA, including without limitation sequencing and IHC tests for treatment recommendations and cancer monitoring. More particularly, the Tests include the:

- a. "OncoDEEP Test": aims at analyzing the molecular profile of the Patient's tumor from a tumor tissue. OncoDNA integrates the results from high throughput DNA sequencing and molecular pathology analyses (such as immunohistochemistry tests) in order to get the most complete molecular characterization possible of the tumor tissue. Those genetic findings are then integrated with data present in the most recent scientific literature.
- b. "OncoTRACE Test": it is currently possible to isolate DNA from tumor cells in the blood. This is called circulating tumor DNA (ctDNA) and it is precisely this tumor DNA present in the Patient's blood that the OncoTRACE Test analyzes and monitors. OncoTRACE is the personalized solution for the monitoring of biomarkers specific to each Patient's tumor. OncoTRACE makes it possible to monitor the Patient's cancer by using blood samples. It will give the Medical Doctor indicators of his/her Patient's response to ongoing treatment.
- c. "OncoSTRAT&GO Test": aims at (1) analyzing the molecular profile of your tumor from a tumor tissue. We integrate the results from high throughput DNA sequencing and molecular pathology analyses (such as immunohistochemistry tests) in order to get the most complete molecular characterization possible of the tumor tissue, (2) analyzing the tumor DNA present in your blood (ctDNA). The purpose of an OncoSTRAT&GO Test is to integrate and interpret such genetic information according to the data present in the most recent scientific literature.

For further information on the OncoDEEP Test, OncoSTRAT&GO Test and/or OncoTRACE Test, please consult [www.oncodna.com](http://www.oncodna.com).

1.20. "Website" means the OncoSHARE website available at [www.oncoshare.com](http://www.oncoshare.com).

## **2. Scope of application**

2.1. These Terms and Conditions shall govern the Services provided by or on behalf of OncoDNA to any Client.

2.2. OncoDNA and Client are together referred to in these Terms and Conditions as the "Parties" and individually as a "Party".

2.3. By registering with OncoSHARE or otherwise accepting these Terms and Conditions, the Client acknowledges and agrees

that it enters into an agreement with OncoDNA with respect to the provision of the Services by or on behalf of OncoDNA, such agreement being made of these Terms and Conditions, the Privacy Policy, the ICF (with respect to Patients only) and the Distribution Agreement (with respect to Official Distributors only), as applicable (the "Agreement").

2.4. These Terms and Conditions shall apply in place of and prevail over any terms or conditions or warranties contained or referred to in any document provided by the Client to OncoDNA.

2.5. Except as provided otherwise in these Terms and Conditions, the creation by the Client of an Account pursuant to Article 3.1 shall be deemed to constitute unqualified acceptance of these Terms and Conditions.

2.6. Any Services provided by OncoDNA is subject to these Terms and Conditions, the Privacy Policy and the ICF, as applicable.

2.7. OncoDNA expressly reserves the right to modify these Terms and Conditions, including but not limited to the Privacy Policy. The Client hereby undertakes to review periodically the Terms and Conditions as published and accessible on the Website. OncoDNA will take the Client's legitimate interests into consideration when amending these Terms and Conditions. The Client will be notified in case of modification of these Terms and Conditions and will then have to accept these modifications to keep on using the Services.

2.8. The provisions of these Terms and Conditions are severable. The invalidity, unlawfulness or unenforceability of any term or provisions thereof shall in no way affect the validity, lawfulness or enforceability of any other terms or provisions of these Terms and Conditions.

## **3. Services**

3.1. To access the Services, the Client shall create an Account. The Client agrees to provide such contact and other information as requested by OncoDNA in the course of the creation of the Client's Account and other registration process or thereafter (the "Account Data"). The Client represents and warrants that the Account Data it provides to OncoDNA is true and accurate. OncoDNA may verify the accuracy of the Account Data, as it deems appropriate. OncoDNA may request the Client to provide further data as reasonably necessary for authentication purposes. The Client shall maintain and update the Account Data to keep it current, complete and accurate.

3.2. The registration with OncoSHARE and the creation of an Account is free. Without prejudice to the foregoing, the Client acknowledges and agrees that OncoDNA shall

provide the Test Services to the Medical Doctor against the payment of the Price as specified in Article 6.

3.3. With respect to Test Services, the Medical Doctor may, directly or through an Official Distributor, place a Request for Information and/or Shipment Kit through OncoSHARE. The Medical Doctor undertakes to use such requested Information and/or Shipment Kit exclusively in connection with the shipment of Specimens to OncoDNA. Title and ownership of the Information and/or Shipment Kit shall remain at all times with OncoDNA. The Medical Doctor shall use pre-printed waybill and shipment bag included in the Shipment Kit to ship Specimens to OncoDNA.

3.4. OncoDNA shall provide the Services in accordance with these Terms and Conditions. Regarding the Test Services, the Medical Doctor, the Patient and the Official Distributor acknowledge and agree that the Tests will be (i) subcontracted to OncoDNA's current service provider with respect thereto, BIO.be SA, having its registered offices at Avenue Georges Lemaitre 25, 6041 Charleroi, registered with the Crossroads bank for enterprises under company number [0861.738.595](https://www.crossroadsbank.be/en/0861.738.595) ("BIO") - or any other selected service provider - and (ii) performed, on behalf of BIO, by BIO's mother company, the Institute of Pathology and Genetics ASBL, having its registered offices at Avenue Georges Lemaitre 25, 6041 Charleroi, registered with the Crossroads bank for enterprises under company number 0408.333.871 ("IPG"). OncoDNA may subcontract the provision of the Tests Services to any third party at its discretion and notwithstanding any representations made to the Client that such work would be carried out at a specified laboratory.

3.5. As part of the Test Services, OncoDNA shall communicate to the Medical Doctor the Report.

3.6. The Report can be consulted by the Medical Doctor on OncoSHARE. The delivery times of the Report, if any, are indicative only, and any delays shall not give rise to any claims for compensation.

3.7. As part of the Services available to the Medical Doctor and in accordance with the Privacy Policy, the latter may choose to disclose or share, through OncoSHARE, any generated Report in relation to his/her Patients, to (i) the relevant Patient (as may, in some cases, be mandatory under applicable law) and/or (ii) specialized oncologists collaborating with OncoDNA (the "Expert

Advisors"), for advising purposes or in case the Medical Doctor has peculiar questions pertaining to such Expert Advisors' specialties with respect to a Patient's condition. In addition, the Medical Doctor may disclose anonymized Reports to other Medical Doctors registered with OncoSHARE, to discuss and exchange medical expertise/opinion about a specific case. Finally, when the Medical Doctor deems it necessary and solely when the Medical Doctor decides so, specific Reports may be disclosed to the Official Distributor via which the Medical Doctor ordered the Test Services.

3.8. As part of the Services available to Patients and Interest Third Parties and subject to Articles 5.6 and 8.6b, such Patients and Interested Third Parties may, without being charged any fee, (i) ask questions to OncoDNA related to the Services and/or more generally, to cancer and oncology, via the OncoDNA chat available on OncoSHARE; and (ii) publish and consult other Patients/Interested Third Parties' publication on OncoDNA moderated forum.

3.9. OncoDNA shall use reasonable efforts consistent with professional standards to carry out the Services and achieve their objectives, without guaranteeing any result.

#### **4. Request for Test Services**

4.1. The Test Services may be ordered only by the Medical Doctor (the Patient cannot order directly the Test Services) from time to time by submitting to OncoDNA a Request, directly or through an Official Distributor. The Shipment Kit will then be sent to the Medical Doctor who shall exclusively use it to provide the appropriate Specimen to OncoDNA, in accordance with the instruction provided in the Shipment Kit and/or otherwise by OncoDNA.

4.2. The Tests shall be performed after OncoDNA receives (a) the Request, the Specimen(s) and a related diagnosis or pathology report, a copy of the ICF duly completed and signed; and (b) the payment of the Price.

#### **5. Client Obligations**

5.1. The Client shall not use the Account of another Client without permission. The Client is solely responsible for the activity that occurs on its Account, and the Client must keep its Account password secure. OncoDNA encourages the Client to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) for its Account. The Client must notify OncoDNA immediately of any breach of security or unauthorized use of its Account of which the Client becomes aware.

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OncoDNA will not be liable for any damage and/or loss caused by any unauthorized use of the Client's Account which is due to the Client's negligence.

5.2. The Medical Doctor shall complete and submit the Request, on OncoSHARE directly or through an Official Distributor, and provide OncoDNA with undamaged Specimen in proper state, in accordance with policies and procedures specified by OncoDNA.

5.3. The Medical Doctor, Official Distributor and/or the Patient, as the case may be, shall notify OncoDNA in writing of any matter which is likely to materially affect the performance or delivery of the Test Services.

5.4. The Patient, or the Medical Doctor acting on behalf of his/her Patient, shall pay the Price in accordance with the provisions of Article 6. Unless otherwise specifically agreed, the Patient shall be responsible for all payment administration, insurance or patient billing and fee collections relating to the provision of the Test Services.

5.5. The Client shall immediately inform OncoDNA of any reports of irregularities, complaints or other adverse information received by the Client relating to the Services, including any Medical Doctor's, Patient's, Official Distributor's and/or Interested Third Party's use of the Services, the quality or the performance of Services. The Client shall not take any action with regard thereto, without first obtaining instructions in writing from OncoDNA.

5.6. The Client shall not use the Services or allow the Services to be used for:

- a. illegal activities of any form, including criminal acts;
- b. any form of communication of an improper, obscene, indecent, libelous, defamatory, menacing, offensive, undesired or unsolicited nature or which causes annoyance, distress or needless anxiety, or is contrary to public order and/or public decency or any applicable legislation concerning racial hatred;
- c. deceptive, misleading, unethical or unlawful business practices, including but not limited to, disparagement of OncoDNA or the Services, and disparagement of any third party's competitive products or services;
- d. any activity which may violate the privacy or data protection rights of other users or third parties;
- e. any unlawful and/or criminal dissemination of secret or confidential information;
- f. distributing viruses or other malware or in any way disrupting communications or data

storage or otherwise causing damage or destruction to the Services or restricting or impairing the use or capacity of the Services for other users or third parties, including by causing unnecessary overloading of the internet through large, unwarranted data traffic flows (flooding, spamming, etc.);

- g. committing data theft or acquiring access to data or systems through the use of false keys, false codes and/or false properties or in any other illegal manner;
- h. impeding, damaging or destroying the integrity of any data, system or program. The Client undertakes to respect the intellectual property rights (including without restriction, the copyrights, trademarks, patent rights and rights to databases) belonging to OncoDNA, other users of the Services and third parties. Without limiting the generality of Article 5.5, in the event that the Client becomes aware of any infringement through the Services, of (intellectual) property rights or other rights, the Client must alert OncoDNA immediately at the email address support@oncodna.com

5.7. The Medical Doctor and Patient shall not modify in any manner whatsoever the Reports, the Results or any disclaimers associated therewith.

5.8. The Client represents and warrants that it:

- a. has all the necessary rights to enter into this Agreement and to perform the obligations herein contained. In addition, with respect to the Medical Doctor, the latter warrants that it has the legally required capacity, status and competence to request, interpret and use the Test Services;
- b. obtained and maintains, where applicable, all government licenses, approvals and permissions necessary in connection with its obligations pursuant to the Agreement;
- c. complies with all laws, rules, regulations and the like applicable to its activities.

5.9. The Client acknowledges and understands that OncoDNA relies upon the Client's representations and warranties as set out in this Article 5.

### **6. Prices and Payment**

6.1. In consideration of the performance of the Test Services, the Patient (or his/her Medical Doctor, acting on the Patient's behalf) will be required to pay the Price, the amount of which depends on the type of Test chosen.

6.2. The Price shall be that effective at the time of the Request placed by the Medical Doctor, directly or through the intermediary of

an Official Distributor, on OncoSHARE, in accordance with Article 4.1 and shall be exclusive of VAT and any other applicable tax or duties which shall be borne by the concerned Medical Doctor's Patient.

6.3. Subject to other instructions provided by OncoDNA, any payment shall be made by credit card or wire transfer, in accordance with the instructions provided on OncoSHARE.

6.4. In accordance with Article 4.2, OncoDNA reserves the right to suspend or delay the provision of the Test Services until complete payment of the Price or any other due amounts to OncoDNA under the Agreement.

6.5. In case the Medical Doctor or medical institution pays the Price to OncoDNA or an Official Distributor on his/her Patient's behalf, such Price, plus VAT and any other applicable tax or duties, will be invoiced to such Patient.

6.6. By accepting these Terms and Conditions, by signing or otherwise consenting to the ICF and/or opening an Account, the Patient acknowledges and agrees (i) that the Test Services constitute payable services and (ii) to pay the Price, plus VAT and any other applicable tax or duties, either indirectly to his/her Medical Doctor or an Official Distributor or directly to OncoDNA.

6.7. No Guarantee of Reimbursement: OncoDNA makes no promises or guarantees that a healthcare provider, insurer or other third party payor, whether private or governmental, will reimburse the Patient for the cost of the Test Services.

#### **7. Patient Informed Consent and Additional Authorization**

7.1. In accordance with applicable law, the Patient's informed consent is required to perform the Test(s) on the Patient's Specimen(s). The Medical Doctor shall therefore place a Request for the Test Services in accordance with Article 4.1 after (i) having submitted and explained the ICF to his/her Patient and (ii) obtaining the completed and signed ICF by such Patient. As provided under Article 4.2, no Test shall be undertaken prior to the receipt of a copy of the duly completed and signed ICF.

7.2. In the event that any license or authorization of any competent government or authority is required for the performance of the Test Services, the collection, carriage or handling of any Specimens to be sent to OncoDNA for the performance of the Tests ("Additional Authorization"), the Medical Doctor and/or the Patient (as applicable) shall obtain the Additional Authorization at its and/or their own expense. Upon OncoDNA's request, the Medical Doctor and/or Patient (as applicable) shall provide evidence of the same

to OncoDNA. Failure to obtain any Additional Authorization shall not entitle Patient to withhold or delay payment of the Price for Test Services already provided in good faith by OncoDNA. Any additional expenses or charges incurred by OncoDNA resulting from such failure shall be borne by the Medical Doctor and/or the Patient (as applicable).

#### **8. Limitation of OncoDNA's Liability and Warranties - Disclaimer**

8.1. Except where expressly stated otherwise in these Terms and Conditions, all warranties, conditions, representations, obligations and liabilities on OncoDNA's part, whether express or implied by statute or law, in connection with OncoSHARE and/or the Services are, to the fullest extent permitted by applicable law, excluded.

8.2. To the extent that OncoDNA provides the OncoSHARE Services free of charge, (i) any liability of OncoDNA for negligence or breach of these Terms and Conditions in that respect is excluded and (ii) notwithstanding anything else to the contrary contained in this Article 8 or elsewhere in these Terms and Conditions, in no event will OncoDNA's total cumulative liability to the Client - whether in contract or in tort or however otherwise arising - including any direct damages and all liabilities, costs, and expenses incurred by OncoDNA in the performance of its indemnification obligations arising from this agreement, exceed an amount of EUR 1 (one euro).

8.3. With respect to the payable Test Services, and notwithstanding anything else to the contrary contained in this Article 8 or elsewhere in these Terms and Conditions, in no event shall OncoDNA's total aggregate liability to the Patient and/or the Medical Doctor - whether in contract or in tort or however otherwise arising - including any direct damages and all liabilities, costs, and expenses incurred by OncoDNA in performance of its indemnification obligations arising from this Agreement shall exceed an amount corresponding to the aggregate amounts paid by or on behalf of the Patient to OncoDNA under the Agreement during the period of twelve (12) months immediately preceding the date of the occurrence of the event giving rise to liability.

8.4. Although OncoDNA attempts to provide accurate information with respect to the Services, OncoDNA assumes no liability for the accuracy or completeness of the information provided except in the case of intentional or gross negligence by OncoDNA. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ONCODNA DISCLAIMS ANY AND ALL SUCH WARRANTIES. The Client's use of the Services is at the Client's own risk. OncoDNA does not make any warranty as to the results that may be obtained from the use of the Services or the data obtained through the Services. ONCODNA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR FREE. IN PARTICULAR, THEIR OPERATION MAY BE MOMENTARILY INTERRUPTED DUE TO MAINTENANCE, UPDATES OR TECHNICAL IMPROVEMENTS. FURTHERMORE, ONCODNA MAY REFUSE WITHOUT INCURRING ANY LIABILITY, TO PROVIDE THE SERVICES ON SPECIMENS THAT IT RECEIVES AND THAT DO NOT MEET ONCODNA'S REQUIREMENTS FOR THE PERFORMANCE OF THE TEST SERVICES. THIS LIMITATION AND EXCLUSION OF WARRANTIES SHALL SURVIVE ONCODNA CEASING TO PROVIDE SERVICES TO CLIENT.

8.5. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ONCODNA SHALL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING LOST PROFITS, LOST REVENUE OR SALES, LOSS OF USE, DIMINUTION OF GOODWILL, BUSINESS INTERRUPTION OR THE LIKE) EVEN IF ONCODNA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.6. DISCLAIMER:

- a. REPORTS: Although Reports can be kept in the Patient's medical file, the Reports do not constitute and are not intended to replace independent medical judgment and advice. THE INFORMATION AND DRUG RECOMMENDATIONS CONTAINED IN THE REPORTS ARE INTENDED SOLELY FOR THE GENERAL INFORMATION OF THE MEDICAL DOCTOR. REPORTS ARE NOT TO BE USED "AS IS" FOR TREATMENT PURPOSES. THE INFORMATION PRESENTED IN THE REPORTS IS NOT INTENDED TO REPLACE PROFESSIONAL MEDICAL CARE. THE INFORMATION CONTAINED IN THE REPORTS IS NEITHER INTENDED TO DICTATE WHAT CONSTITUTES REASONABLE, APPROPRIATE OR BEST CARE FOR ANY GIVEN HEALTH ISSUE, NOR IS IT INTENDED TO BE USED AS A SUBSTITUTE FOR THE INDEPENDENT JUDGMENT OF THE MEDICAL DOCTOR FOR ANY GIVEN HEALTH ISSUE. THE REPORTS MERELY CONSTITUTE ONE ELEMENT AMONG ALL APPLICABLE INFORMATION CONCERNING THE PATIENT'S CONDITION (SUCH AS PATIENT AND FAMILY HISTORY, PHYSICAL EXAMINATIONS, INFORMATION FROM OTHER DIAGNOSTIC TESTS, AND PATIENT PREFERENCES) TO ASSIST

MEDICAL DOCTORS IN THE DETERMINATION OR ADAPTATION OF THE PATIENTS' MEDICAL TREATMENT. TREATMENT DECISIONS REMAIN THE EXCLUSIVE RESPONSIBILITY OF THE MEDICAL DOCTOR. THE MEDICAL DOCTOR SOLELY AND EXCLUSIVELY DECIDES WHETHER (AND TO WHAT EXTENT) TO TAKE INTO CONSIDERATION THE REPORTS WITH RESPECT TO HIS/HER PATIENT'S TREATMENT. CONSEQUENTLY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ONCODNA ASSUMES NO LIABILITY WHATSOEVER AS TO THE POSSIBLE CONSEQUENCES OF THE DECISION OF THE MEDICAL DOCTOR TO FOLLOW OR NOT THE (CONTENT OF) THE REPORTS. BY ACCEPTING THESE TERMS AND CONDITIONS AND - WHERE APPLICABLE - BY SIGNING OR OTHERWISE CONSENTING TO THE ICF, THE MEDICAL DOCTOR AND PATIENT EXPRESSLY DECLARE AND ACKNOWLEDGE HAVING UNDERSTOOD AND AGREED TO ONCODNA'S EXCLUSION OF LIABILITY AS STATED IN THIS ARTICLE 8.6.

- b. ONCODNA FORUM: ALTHOUGH THE ONCODNA FORUM REFERRED TO IN ARTICLE 3.8 IS MODERATED, THE INFORMATION PUBLISHED THROUGH IT ARE INTENDED TO FACILITATE AND ENCOURAGE THE SHARING OF INFORMATION AND EXPERIENCE AND IN NO EVENT TO REPLACE DIRECT RELATIONSHIP BETWEEN PATIENTS AND HEALTH PROFESSIONALS. ANY MESSAGE POSTED OR PUBLISHED ON THE ONCODNA FORUM MAY BE READ, USED, REPRODUCED AND QUOTED BY ANY ONCOSHARE USER. THE CLIENT MAY SUPPRESS OR MODIFY ITS PUBLISHED MESSAGES. EXCEPTIONALLY, THE CLIENT MAY CONTACT ONCODNA IN THAT RESPECT VIA THE CONTACT FORM AVAILABLE AT [oncodna.com/contact](http://oncodna.com/contact). THE CLIENT SHALL THEREFORE BE CAREFUL WITH REGARD TO THE CONTENT OF THE MESSAGES THAT IT PUBLISHES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ONCODNA SHALL ASSUME NO LIABILITY WITH RESPECT TO THE CLIENT'S USE OF THE ONCODNA FORUM AND THE CLIENT'S PUBLISHED MESSAGES.

**9. Ownership, Intellectual Property and License**

9.1. The Services, OncoSHARE, the Website, the Reports and their respective content - including, without limitation, the texts, comments, software, graphics, illustrations, images, logos, icons, OncoDNA brand and product names - belong exclusively to OncoDNA and its licensors and are protected by intellectual property rights and other property

rights - including copyright, rights in databases, compilations and designs, patents, trademarks, whether registered or not, anywhere in the world. They may not be copied, reproduced, distributed, used, adapted or translated, in whole or in part, except with the express and written authorization of OncoDNA. Subject to the provisions of Articles 9.2 and 9.3, the Agreement does not grant to the Client any license under any patent, copyright, trademarks or any other intellectual or industrial property right.

9.2. In the framework of the Agreement and without prejudice to the generality of Article 9.1, OncoDNA grants to the Client a personal, free of charge, non-exclusive, non-assignable and non-transferrable license (revocable and without the right to grant sublicense) to use OncoSHARE in accordance with the conditions provided in these Terms and Conditions, during the entire duration of the Agreement.

9.3. With respect to the Reports and without prejudice to the generality of Article 9.1, OncoDNA grants to the Medical Doctor a limited non-exclusive, non-assignable and non-transferrable license to use the Reports solely in relation to and to the extent necessary for the treatment of his/her Patients concerned by such Reports. In accordance with Article 3.7, the Medical Doctor may share the Reports with Expert Advisors, other Medical Doctors registered with OncoSHARE and the Official Distributor through which the Test Services were requested. The Medical Doctor hereby acknowledges and agrees that (i) the content of the Reports is generated on the basis of OncoDNA's aggregate know-how in the field of cancer and oncology and is the property of OncoDNA and (ii) the Medical Doctor shall not infringe OncoDNA's property rights on said Reports in any manner whatsoever.

#### **10. Termination**

10.1. OncoDNA may terminate the Agreement and cease the provision of the Services subject to a thirty (30) days prior written notice to the Client if the Client is in breach of any material term or condition of these Terms and Conditions, and, where such breach is remediable, the Client fails to remedy the same within thirty (30) days of the receipt of a written request from OncoDNA to do so.

10.2. With respect to the Test Services, OncoDNA has the right to cease the provision of such Tests Services immediately if the concerned Patient becomes insolvent for whatever cause.

10.3. Given that the OncoSHARE Services are free of charge, OncoDNA has the right to terminate the Agreement in that respect at any time and without any reason.

10.4. The termination of the Agreement shall be without prejudice to the rights and duties of either Party accrued prior to such termination. The provisions of these Terms and Conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination. The Patient shall pay any amounts due in respect of any Test Services (or part thereof) provided prior to termination of the Agreement, regardless of the reason for termination.

10.5. In the event of termination of the Agreement, the Parties agree that, subject to payment of all amounts owed by Patient, OncoDNA will perform the Test Services with respect to Specimen(s) shipped in good faith prior to termination. Any payment obligations accruing prior to the effective date of termination or with respect to Specimens referred to in the previous sentence shall be payable by the Patient in accordance with Article 6.

10.6. In any case of termination of this Agreement, OncoDNA shall be entitled to deactivate the Account of the Client.

#### **11. Data Protection and Privacy**

In the framework of the provision of the Services, OncoDNA processes certain personal data relating to the Client. Information and applicable provisions on how OncoDNA collects, protects, uses and shares the Client's personal data are contained in the Privacy Policy which is available at [www.oncodna.com/legaldocs/oncodna-privacypolicy/pdf](http://www.oncodna.com/legaldocs/oncodna-privacypolicy/pdf). The Privacy Policy constitutes an integral part of the Agreement. The Client is therefore strongly invited to read the Privacy Policy which must be accepted prior and in order to access and use the Services.

#### **12. General**

12.1. Any notice to be given under these Terms and Conditions shall be in writing and delivered or sent (i) in person through a reputable courier service, (ii) by fax with a confirmation slip, (iii) by registered mail (with acknowledgement of receipt) or by email (with acknowledgement of receipt).

12.2. The Client may not assign, transfer, charge or license the whole or any part of its rights and/or obligations under this Agreement to any third party without the express written consent of OncoDNA. OncoDNA may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement. Without limiting the generality of the preceding sentence, OncoDNA is free to assign or transfer the Agreement as a whole or any of its rights and/or obligations under the Agreement, whether to its affiliates or to third parties, in the

form and under the structure OncoDNA deems appropriate. The foregoing is applicable to any type of transfer of rights or obligations under the Agreement, be it as an individual asset or as part of a transfer of universality or of a branch of activities, and notably, without limitation, in the event of merger, scission, contribution of universality or of branch of activities, winding up, bankruptcy or transformation of OncoDNA. Subject to any restrictions on assignment herein contained, the provisions of the Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

12.3. These Terms and Conditions, the Privacy Policy, the ICF and the Distribution Agreement, as applicable, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede any and all other agreements, either oral or written, between the Parties (including, without limitation, any prior agreement between OncoDNA and Client or any of its subsidiaries or affiliates) with respect to OncoSHARE and the provision of the Services.

12.4. Any failure or delay by any Party in exercising or insisting on the performance of any right under the Agreement, in whole or in part, or any reaction or absence of reaction by such Party in the event of violation by the other Party of one or more provisions of the Agreement, shall not operate or be construed as a waiver (whether express or implied, in whole or in part) of any of its rights under the Agreement or under said provisions, nor shall it preclude the further exercise of any such rights. Any waiver of a right must be express and in writing.

12.5. The Agreement shall be governed by and construed in accordance with the laws of Belgium, and no effect shall be given to any other choice of law or any conflict-of-laws rules or provisions (Belgian, foreign or international) that could cause the laws of any jurisdiction other than Belgium to be applicable. The Client hereby agrees that any dispute concerning the validity, interpretation, performance or termination of the Agreement, OncoSHARE and/or the Services shall be submitted to the exclusive jurisdiction of the courts of Charleroi, Belgium.

12.6. Force Majeure. OncoDNA will not be liable to the Client for failure to perform or delay in the performance of any of its duty or obligation under the Agreement where such failure or delay is due to any acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of OncoDNA or any other party), failure of a utility service or

transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, act of terrorism, embargo or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, hacking, failures of suppliers or subcontractors (“Force Majeure Event”), provided that the Client is promptly notified of such Force Majeure Event, its severity and its likely impact on OncoDNA’s ability to perform its obligations under the Agreement after becoming aware of the commencement of the relevant Force Majeure Event. Notwithstanding the foregoing, OncoDNA shall use all reasonable endeavors to continue to perform its obligations under the Agreement for the duration of such Force Majeure Event.

12.7. The headings in these Terms and Conditions are for convenience and reference only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.

12.8. None of the provisions of the Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent entities. Nothing in the Agreement Terms and Conditions shall be deemed to create any partnership, joint venture, legal association, or other operating relationship between the Parties other than as independent contractors. Neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).