

General Terms and Conditions Agendia

These are the General Terms and Conditions of Agendia N.V. ("Agendia"), having its offices in Amsterdam, the Netherlands.

Article 1 Definitions

In these General Terms and Conditions the following definitions are being used, singular as well as plural.

- 1.1 General Terms and Conditions: these general terms and conditions, irrespective of the form in which these general terms and conditions are presented to the Contracting Party.
- 1.2 Agendia the private company with limited liability Agendia N.V., having its registered offices in Amsterdam, the Netherlands.
- 1.3 Contracting Party: the party, either acting in the course of a business or profession or as a private person, to whom the offer of Agendia is made, or with whom Agendia has entered into an agreement or on behalf of whom the legal act based upon which the Products or Services will be delivered is or will be executed.
- 1.4 Products: all movable assets which are subject to any offer, proposal, agreement or any other contract or legal act between Agendia and the Contracting Party.
- 1.5 Services: all activities which are subject to any offer, proposal, agreement or any other contract or legal act between Agendia and the Contracting Party.

Article 2 Applicability

- 2.1 The General Terms and Conditions shall cover and form part of all offers, proposals, agreements and other legal acts, either made orally, in writing, electronic or in any other form, concerning the deliverance by Agendia of Products and/or Services to or on behalf of the Contracting Party.
- 2.2 The General Terms and Conditions also apply to Products and/or Services partly or wholly obtained by Agendia from a third party and which are, either processed or not, delivered to the Contracting Party, as well as to Products and/or Services required for the execution of the offer, proposal, agreement or any other legal act delivered to the Contracting Party on Agendia's instruction.
- 2.3 Deviations from the General Terms and Conditions shall only apply if and to the extent that they have been explicitly agreed upon in writing between Agendia and the Contracting Party.
- 2.4 Agendia explicitly rejects any applicability of any general conditions used by the Contracting Party.
- 2.5 If and to the extent that any provision contained in these General Terms and Conditions should prove not valid for whatever reason, the other provisions of these General Terms and Conditions shall remain in full force and effect. Agendia and the Contracting Party shall negotiate a new provision that shall endeavour to approach the contents and the scope of the original provision as closely as possible.

Article 3 Offer and agreement

- 3.1 All offers by Agendia shall be without any obligation on the part of Agendia unless explicitly otherwise stated in writing.
- 3.2 All offers are valid for the period as mentioned in the offer concerned. If no period is mentioned, the offer will be valid for fourteen (14) days after the day on which the offer was made.
- 3.3 All instructions are accepted and carried out exclusively by Agendia, with the exclusion of Article 7:404 and 7:407 (2) Dutch Civil Code. Third parties cannot derive any rights from the work carried out nor from the ensuing results.
- 3.4 Agendia shall perform the Services professionally and to the best of its abilities. However, the Contract Party acknowledges that Agendia can not and will guarantee that the Services will always be performed to a correct result.
- 3.5 Agendia shall be entitled to reject samples if, in Agendia's sole discretion, the quality of these samples is not sufficient. Samples with a delivery time longer than 7 (seven) days will be rejected.
- 3.6 An agreement shall have been concluded as soon as Agendia accepts the Contracting Party's order by e-mail or written confirmation or on the moment Agendia starts executing the Contracting Party's order.
- 3.7 The Contracting Party shall not use in any manner any analyse and other information provided by Agendia, in validation studies or technical equivalence studies for any other products. In the event of a breach of this provision, Agendia shall be entitled to receive from the Contracting Party an immediate payment of EUR 250,000 for each violation and of EUR 25,000 for each day that such breach continues, not as liquidated damages but as a penalty and with the right to claim specific performance and any damages that Agendia may incur. Contracting Party shall inform Agendia immediately if it has reason to believe that one of its customers may use any analyse and other information provided by Agendia (either directly or indirectly) for the purposes described in this article 3.7.

Article 4 Prices, fees and variations

- 4.1 All prices and fees mentioned by Agendia are in Euros, unless explicitly otherwise stated.
- 4.2 All prices and fees are excluding value-added tax (VAT) and any other taxes or government levies, as well as costs for transport and delivery, unless explicitly otherwise stated.
- 4.3 Agendia is at any time authorized to adjust its prices and fees. All announced adjustments will enter into force 1 (one) month after the announcement thereof.
- 4.4 If the Contracting Party does not agree upon any announced adjustment in Agendia's prices and fees, the Contracting Party may terminate the agreement with Agendia in writing within 14 (fourteen) days after such announcement. The termination will have effect from the date the adjustment of the prices and fees enters into force.
- 4.5 If in consultation with the Contracting Party amendments to or variations on the original agreement are agreed the costs associated with such variations will be invoiced to the Contracting Party against the prices and fees that apply at such moment.

Article 5 Payment

- 5.1 The Contracting Party will pay Agendia's invoices within the term specified on the invoice concerned. If no term has been specified, the invoice must be paid within 30 (thirty) days after the date of the invoice.
- 5.2 All payments by the Contracting Party to Agendia shall first be applied against the oldest of any outstanding invoices, irrespective of any other indication by the Contracting Party.
- 5.3 The Contracting Party shall not be entitled to any postponement, set-off or reduction unless awarded to the Contracting Party by mandatory law.
- 5.4 Agendia is entitled at all times to require payment in advance by the Contracting Party, for example by way of a direct debit mandate issued in favour of Agendia and to postpone delivery of its Products and/or Services until such payment in advance has been received. Furthermore Agendia is entitled to require security from the Contracting Party for the fulfillment of its payment obligation in any form, to be indicated by Agendia, such as a bank guarantee. In such event, the Products and/or Services will only be delivered after such security has been obtained.
- 5.5 If the Contracting Party fails to pay an invoice within the term of payment, the Contracting Party is in default without a warning or notice of default being required. From the time at which the Contracting Party shall be in default until the day of payment in full, interest shall accrue on the outstanding amount at the statutory rate.
- 5.6 If the Contracting Party continues to be in default in its obligation to pay the outstanding invoice with accrued interest, Agendia can place the matter in the hands of a lawyer or a debt-collector agency. All collection costs incurred by Agendia in respect of such collection, both in law (judicial costs) as well as out of law (extra judicial costs) shall be for the Contracting Party's sole account. The amount of the collection costs shall be determined at least 35% (thirty-five percent) of the principal sum.

Article 6 Performance, risk and retention of title

- 6.1 All terms of delivery, including but not limited to turnaround times, of Products and/or Services only serve as guidelines and are therefore never fatal, unless explicitly stated otherwise.
- 6.2 Any risk of loss or damage of Products which are subject to the agreement between Agendia and the Contracting Party will transfer to the Contracting Party from the moment such Products will come into the Contracting Party's actual possession or in the possession of an auxiliary person.
- 6.3 Immediately after delivery the Contracting Party will verify all Products for possible defects or other shortcomings.
- 6.4 All items delivered to the Contracting Party will remain Agendia's property, until the Contracting Party has fully paid all amounts due because of any Products and/or Services delivered by Agendia, with accrued interest and costs, as meant in articles 5.5 and 5.6. Insofar it has been explicitly agreed upon in writing that any rights will be granted or transferred, such rights will at all times be granted or transferred under the condition that the payments concerned will be timely and fully made.

Article 7 Complaints

- 7.1 All of Contracting Party's objections against any of Agendia's invoices or a directly debited amount must be notified in writing to Agendia within 14 (fourteen) days after the date of invoice or the date of direct debit, after which term the amount concerned is considered to be acknowledged and agreed.
- 7.2 If the Contracting Party is of the opinion that any Product or Service delivered by Agendia does not meet with the agreed conditions, the Contracting Party must notify Agendia thereof in writing within 14 (fourteen) days of delivery, or 14 (fourteen) days from the day the Contracting Party could reasonably be aware of the alleged shortcoming.

Article 8 Intellectual Property and Trade secrets

- 8.1 All intellectual property rights regarding the Products and/or Services as well as all designs, software, documentation and all other materials developed and/or used for the preparation or execution of the agreement between Agendia and the Contracting Party, or deriving there from, are the exclusive ownership/property of Agendia or its suppliers and/or licensors. The delivery of any Products and/or Services does not imply any transfer of intellectual property rights.
- 8.2 The Contracting Party will never disclose copy or make available to third parties any Product or result of a Service, without Agendia's prior written consent.
- 8.3 The Contracting Party is prohibited from removing or changing any copyright or other notices of Agendia or its suppliers.

Article 9 Obligations of the Contracting Party

- 9.1 The Contracting Party will at all times timely and completely provide Agendia with all data and other information required by Agendia and necessary for the delivery of the Products and/or Services.
 - 9.2 The Contracting Party warrants that the information as meant in article 9.1 is correct and complete, and that it is entitled to provide Agendia with such information for the delivery of the Products and/or Services. The Contracting Party indemnifies Agendia against all third parties' claims in this respect.
 - 9.3 If any of the data provided by the Contracting Party must be considered to be personal data, the Contracting Party guarantees that with regard to such personal data, all applicable regulations for the protection of privacy have been observed and that Agendia is entitled to use and process such personal data. The Contracting Party indemnifies Agendia against any third parties' claims in this respect. If and to the extent that the Contracting Party provides Agendia with its own personal data, the Contracting Party herewith explicitly authorizes Agendia to keep and to process such data; insofar this reasonably follows from the agreement between parties. Agendia will ensure that it on its own side will also strictly observe all applicable privacy regulations.
 - 9.4 The Contracting Party shall give and make no other warranty or representation on behalf of Agendia's Products and/or Services as to quality, reliability, fitness for purpose or any other feature of the Products and/or Services than those given by Agendia to the end use as set forth in the warranty literature applicable to the specific Product and/or Service (if any). If the Contracting Party unilaterally extends any additional warranty, the Contracting Party shall indemnify Agendia for any liability caused by such additional warranty.
 - 9.5 The Contracting Party is not allowed to (re)sell or (re)distribute any Product or Service purchased from Agendia unless explicitly permitted otherwise.
- #### Article 10 Confidentiality
- 10.1 The Contracting Party undertakes to observe strict confidentiality with regard to all confidential information it receives from Agendia. It shall impose the aforementioned obligation on its employees as well as to third parties who have been employed by them in connection with the agreement between parties. The Contracting Party shall use the confidential information only for the purpose for which it has been provided.
 - 10.2 Information will in any event be regarded as confidential if Agendia indicates such information to be confidential.

Article 11 Liability Agendia

- 11.1 The liability of Agendia due to an attributable failure to perform under the agreement will be limited to compensation of the direct damages and/or loss not exceeding the price of the relevant Product of Service. Under no circumstances will the compensation of the direct damage and/or loss exceed the amount which is paid out in the matter concerned under the professional liability policy entered into by Agendia, to be increased by the amount of the deductible which according to the terms and conditions of the insurance policy will not be for the account of the insurer. Information about the professional liability insurance will be provided on request.
- 11.2 In this respect direct damage shall mean the costs reasonably incurred by the Contracting Party in order to remedy or to terminate the failure of Agendia and shall also mean all reasonable costs incurred in order to prevent or reduce such damage and all reasonable costs in order to determine such damage. If Agendia and the Contracting Party have agreed upon a binding term of delivery, the reasonable costs for taking necessary measures, to be decreased with any savings, are also regarded to be direct damage.
- 11.3 Any liability of Agendia for indirect damage, including but not limited to consequential damage, loss of profits and loss of turnover, is excluded, however caused, on any theory of liability and whether or not Agendia has been advised of the possibility of such damages, arising under any cause of action and arising in any way out of any agreement.

Article 12 Force Majeure

- 12.1 There is no attributable failure by Agendia if there is an event of force majeure.
- 12.2 If the event of force majeure continues for a period of 60 (sixty) consecutive days, then the Contracting Party shall be authorized to dissolve the agreement by issuing by registered mail a notice to this end, without judicial intervention being required. Such dissolution does not oblige Agendia to pay compensation for damage and/or loss. Agendia is entitled to receive payment from the Contracting Party for the delivery of Products and/or Services already made prior to the force majeure.

Article 13 Termination

- 13.1 Each party is entitled to dissolve the agreement without any judicial intervention being required if the other party fails imputably in its obligations under the agreement and the attributable failure will not be remedied in time after such party has been given properly notice of default. The dissolution does not release the Contracting Party from any payment obligation regarding any Products and/or Services delivered by Agendia, unless Agendia is in default with regard to such Product or Service.
- 13.2 Agendia is entitled to dissolve the agreement with immediate effect, without any notice of default or judicial intervention being required and without becoming liable for damages, if the Contracting Party submits an application for suspension of payments, or the Contracting Party applies for bankruptcy, or is declared bankrupt, or if all or part of the Contracting Party's assets are attached or the Contracting Party deceases.
- 13.3 Immediately after the termination of the agreement, for whatever reason, the Contracting Party commits itself to cease any and all use of the Products and/or results of Services supplied, and will return all copies of software, documentation and all other materials that are provided to the Contracting Party within the scope of the agreement.

Article 14 Personnel

- 14.1 The Contracting Party will support all employees of Agendia that carry out activities at the Contracting Party offices in order to deliver the Products and/or Services, if and where necessary for the execution of their tasks.
- 14.2 As long as the relationship between parties lasts, and during one year after the expiry thereof, the Contracting Party is not permitted to enter into an employment with employees of Agendia or to have such employees in any other manner directly or indirectly carry out activities for him without Agendia's prior written consent. In this respect employees shall mean persons who have had an employment with Agendia or an affiliated company in the last six months.

Article 15 Governing Law and jurisdiction

- 15.1 All offers, proposals, agreements and other legal acts concerning the delivery of a Product and/or Service shall be governed and construed in accordance with a law of the Netherlands. The courts of Amsterdam, The Netherlands, shall have exclusive jurisdiction to settle any dispute arising from or in connection with any such offer, proposal, agreement and legal act, and in connection with these General Terms and Conditions, including any dispute regarding the existence, validity or termination of these General Terms and Conditions.