Standard Terms of Sale and of Supplies of Services
Applicable as from 13/03/2026

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1. Scope of application – Enforceability

These standard terms of sale and of supplies of services (hereinafter "ToS") govern all orders, requests or contractual relationships concerning ***(i)*** all services supplied by the service provider Company (as defined in Article **2** below) and, in particular, services involving analyses, clinical studies, *in vitro, ex vivo*, regulatory services, toxicological expertise (hereinafter referred to as the "Services").

The Company and the client who orders the Services are hereinafter jointly referred to as the "Parties" or individually as a "Party".

These ToS form the basis for the business negotiations between the Parties and shall take precedence over all other terms, provisions or documents issued by the client, of any kind whatsoever, in particular the client's terms of purchase, which the client expressly and definitively waives.

These ToS will enter into force on the date shown at the head of this document and, as from said date, will supersede all previous versions of the ToS. The client is informed that the ToS may be amended at any time and, as necessary, will again be submitted to the client for acceptance.

All derogations from these ToS will obligatorily require an express, written agreement that is signed by a person who is duly empowered to represent the Company. Consequently, all specific derogations or provisions proposed by the client, at any time whatsoever and in any form whatsoever, that may derogate from and/or complement these ToS and that have not been duly accepted in writing by a duly empowered representative of the Company, shall be rejected and deemed to be unenforceable.

2. Orders

The Company only supplies the Services to business clients. No orders or requests for Services can be placed by a non-business client or a consumer within the meaning of the introductory article to the French Consumer Code.

All requests for Services that the client sends to the Company presuppose full, complete and unconditional acceptance of these ToS.

A request for Services must be sent in writing to the Company. All requests for Services made orally (in particular by telephone) require written confirmation from the client, in order to be eligible. Absent such confirmation, the Company reserves the right not to process the request.

A request for Services will be the subject of a quote, a written offer from the Company or a contractual agreement (this list is not exhaustive), which specifies the nature of the Services ordered and their price. The "Company", within the meaning of these ToS, refers to the EUROFINS legal entity that prepares the quote or the offer or that enters into the contractual agreement. The lack of a response to a request for Services by the client does not constitute tacit acceptance of the client's request by the Company.

The quotes and offers provided to the client are valid for the period stated therein.

An order for Services (hereinafter the "Order") will become firm with regard to the client as from the first of the following dates, namely at the time: ***(i)*** of receipt by the Company of the quote, offer or contractual agreement that is signed by the client in printed or electronic format, ***(ii)*** of the sending of the samples to the Company, even if the signed quote, offer or contractual agreement has not been returned, or ***(iii)*** of the payment by the client of all or part of the price for the Services ordered.

An Order will become firm with regard to the Company as from receipt of the quote, the offer or the contractual agreement signed by the client, and provided that the client sends the samples within the agreed time-limits and under the agreed terms, or, if a signed quote, offer or contractual agreement was not returned, as from the start of performance of the Services by the Company.

The Company may make acceptance of an Order contingent on payment by the client of an advance that may be up to 100% of the amount of the Order.

The client acknowledges that these ToS apply to all future Order(s) from the client, and all new supplies of Service(s) to the same client, even if that client has not formally accepted said ToS.

The terms of the Order complete these ToS. All provisions that are contrary to these ToS and that are contained in the Order must be expressly approved by the Company.

All specific terms that are granted in respect of one Order shall not automatically apply to the client's subsequent Orders; each Order placed by the Client is an independent, separate contract.

The benefit of an Order is personal with respect to the client, which shall refrain from assigning or transferring its rights and obligations under these ToS and the Order, in any form whatsoever, unless the client has obtained the Company's prior written agreement.

An Order cannot be partially or totally modified or cancelled by the client without the Company's prior, express, written agreement.

In the event of total or partial cancellation of an Order, or of the suspension or deferral of fulfilment of an Order at the initiative of the client, including with the Company's agreement, the Company shall be entitled to charge the client as a lump sum compensation:

- Regardless of the cancellation or postponement period: payment for Services and Tasks performed;
- Between 30 and 15 calendar days before the Start Date: 30% of the total price;
- Less than 15 calendar days before the Start Date: 50% of the total price;
- After the Start Date: the full amount of the Services and Tasks performed, but not less than 50% of the total price. Notwithstanding the foregoing, in case of cancellation or postponement of Toxicology Services after the Start Date: 100% of the total price.

The "Start Date" is the scheduled start date of the Services, and for clinical studies, the start date of the study, corresponding to the first screening or inclusion visit of the first subject.

"Tasks performed" means tasks performed and expenses incurred in connection with the Services such as, but not limited to: planning, protocol writing, regulatory submission, subject recruitment, purchase of consumables, compensation to subcontractors or investigators, completion of 3D models, etc.

Any Service not started one year after the Order will be closed and will be subject to a new quotation for its relaunch upon request of the client.

The Company reserves the right to suspend, modify and/or cancel a current Order in the event of a change in the applicable regulations or legislation that has an impact on the fulfilment of the Order, without the client being able to claim any indemnity or reimbursement in this regard. If the Order is cancelled for this reason, the client will still be required to pay for the Services that have been fully or partially performed, and to cover the expenses incurred by the Company for the purposes of the fulfilment of the Order.

All requests for Services not provided for in the Order will be the subject of a new quote, offer or contractual agreement that specifies the price of said new Services. If the client sends additional samples that are not provided for in the Order, this constitutes a new request for Services and will be the subject of a new Order.

3. Performance of the Services

3.1 Conditions of performance

The Company is free to determine at its sole discretion the methods, processes, techniques, products or other items that are necessary for the performance of the Services ordered.

The fulfilment times shown in the Order are provided by way of indication only, and failure to comply therewith cannot trigger the Company's liability.

The performance of the Service ordered by the client is contingent on the Company receiving, within the time-limits notified by the Company, the sample(s) to be analysed and all the necessary information that is to be provided by the client. Any delay by the client in sending the samples and information will cause the extension of the indicative fulfilment times and may justify additional expenses being invoiced by the Company or an adjustment of the price of the Services, which the client acknowledges and expressly accepts.

The Company is free to sub-contract all or part of the performance of the Services, which the client expressly accepts. The Company shall remain liable for the proper performance of the Services by its sub-contractors.

The Company reserves the right to perform the Services in stages, each of which may be invoiced separately.

In the event that the client orders an analysis Service that falls within an accreditation scope (in particular with regard to *in vitro* services), the client nevertheless authorises the Company to provide the client with an analysis report outside the accreditation scope, if the analysis conditions did not make it possible for the Company to perform the service in accordance with the accreditation framework. The Company shall use its best efforts to inform the client as soon as possible if it is impossible for the Company to perform the Service within the scope of the accreditation framework. In all cases, the price of the Service ordered by the client must still be paid in full to the Company. The analysis report issued by the Company outside of the accreditation scope cannot under any circumstances be used by the client or presented to third parties as a report issued within the scope of accreditation.

A Service that is provided outside of the scope of accreditation is not presumed to comply with the accreditation framework or be covered by international mutual recognition agreements. The associated report cannot under any circumstances be provided to third parties (the public or the authorities).

3.2 Reports and results

The results will be sent to the client in printed form, by email in PDF format and/or by any other means, for the attention of the personnel and/or of the representatives of the client named in the Order.

The reports are sent electronically. The technical processes implemented by the Company make it possible to ensure the confidentiality and integrity of the date contained in the reports. The client acknowledges and accepts that the reports sent electronically are admitted as originals by the Courts and are proof of the data they contain, with said proof being admissible, valid and enforceable between the client and the Company, in the same way, under the same conditions and with the same evidentiary value as a report that is drawn up, received or stored in printed form.

Each report issued concerns solely the sample(s) analysed by the Company.

In the event that the performance of the Services was sub-contracted to a third party, the sub-contractor's original reports that justify the results will be sent solely in response to a written request by the client.

If the client wishes a comparison between the results of the Services and the standards that are applicable in the area concerned, the client shall request the Company to do so and the Company shall inform the client whether it is able to do so. This comparison constitutes a supplementary Service that will be the subject of an Order and invoiced in addition by the Company.

In the event that a preliminary analysis report was prepared by the Company and sent to the client, the latter acknowledges and accepts that some information and results are liable to change between the preliminary report and the final report, and that, consequently, any use and/or interpretation of the information and results contained in the preliminary analysis report are the responsibility of the client alone.

At the client's request, an excerpt from the report that does not contain any results or findings may be issued to the client by the Company, provided that a complete report was issued beforehand. The client acknowledges and accepts that said excerpt cannot under any circumstances replace or supersede the complete, original version of the report, and that any use of the excerpt from the report is the responsibility of the client alone.

3.3 Reiteration of analyses

The client will have a time-limit of 30 calendar days as from the date on which the Company sends the analysis report in which to raise an objection or challenge the results. If the client asks for the analysis to be redone, the client shall pay the cost thereof pursuant to a new order. The second analysis will in any event only be possible if the Company still has a sufficient quantity of the original sample when the client's new order is received, and if the storage periods and conditions of storage of the sample are compatible with the performance of said second analysis.

4. Samples provided by the client

4.1 Client commitments and guarantees

The client must provide a sufficient quantity of samples, which must be in a state that allows for the Services to be prepared and performed without difficulty.

The client must ensure and guarantee that no samples are hazardous for the Company, its laboratories, materials and equipment, its personnel, its representatives and its sub-contractors, if any, at the place where the sample is taken, during the shipping thereof, and when handling the sample in the Company's laboratories or establishments. The client alone is responsible for the compliance of the sample with the laws and regulations in force, in particular those concerning labelling, and hazardous materials and waste. The client undertakes to provide the Company, in writing, before the handover of the sample or the operation to take the sample, with all relevant information concerning the security and the safety of said sample, the shipping and disposal thereof, including all known characteristics and/or suspicions of toxicity and/or contamination, flammability and risk of explosion, and concerning the risks that the sample may pose for the establishments, materials, equipment, personnel, representatives and sub-contractors of the Company, in particular by using appropriate labelling.

The Company may carry out a preliminary analysis of the samples to verify the quantity and the state thereof, before performing the Services. The client is required to submit a safety assessment certificate of the sample.

If this preliminary analysis shows that the performance of the Services is impossible or is only possible under conditions that are different from those initially defined in the Order – in particular, if the samples are mixed with foreign substances or materials not reported by the client or if they are in a degraded state, the Company may, at its discretion: ***(i)*** either, suspend the fulfilment of the Order. In this case, the client may provide a new sample. Any performance time-limits for the Services agreed in the Order will, as of right, become unenforceable against the Company; ***(ii)*** or, cancel the Order without delay, as of right. In this case, the advances already paid by the client shall inure to the benefit of the Company and the client shall also be required to indemnify the Company to cover the expenses the Company has incurred with a view to performing the Services. Regardless of the option chosen by the Company, the expenses incurred by the Company for the preliminary examination of the samples shall be invoiced and charged to the Client, which undertakes to pay them.

The client shall be liable for all consequences that may result from any breach of its obligations under this Article 4 and shall pay all the costs, expenses, damages and loss that may be suffered or incurred by the Company, its personnel, its representatives and its sub-contractors, if any, whether on the site where the sample was taken and collected, during the shipping thereof or in the Company's laboratories or on its premises.

The client shall bear all the costs associated with the removal of the hazardous materials and waste generated by the sample, irrespective of whether or not they were described as such by the client.

4.2 Ownership of the samples

The client shall remain the owner of the samples. The client authorises the Company to use the samples free of charge for the purposes of the Services ordered. The Company cannot under any circumstances have its liability triggered in the event of damage to the sample entrusted for the fulfilment of the Order.

4.3 Post-Services options for the samples

The Order shall specify whether, upon completion of the Services, the sample must be returned to the client, destroyed or stored (and, as applicable, the desired storage period). Absent any instructions in the Order or specific regulations regarding its storage, the sample remnants thereof shall be stored by the Company for a maximum period of 30 (thirty) calendar days as from the end of the corresponding Services, with the exception of a sample kept for a period of six (6) months.

At the end of said storage period, unless specified otherwise in the Order, the sample or the remnants thereof is destroyed by the Company, without it being necessary to inform or notify the client beforehand.

The client shall pay for the entirety of the expenses and costs that result from the returning, destruction or storage of the sample, including in the event that the amount of said expenses is not expressly stated in the Order:

- If the sample is returned to the client: the cost of shipping, insuring and packing the sample shall be paid by the client. Samples will be shipped at the client's risk and jeopardy; the Company's liability cannot be triggered for any reason whatsoever in the event of the damage, deterioration, total or partial loss of the sample during shipping.
- In the event of destruction: the client shall pay all of the expenses and costs of destruction, including in the event that the applicable law and regulations (on hazardous materials and waste, for example) would trigger additional and/or specific destruction expenses.
- If the sample is stored: the Company undertakes to take reasonable steps in accordance with standard practices in order to store the sample at the client's expense and risk. The client shall pay all of the storage expenses, including the additional expenses that result from the obligation of having to comply with the law and the specific regulations on hazardous materials and waste.

5. Price and terms of payment

5.1 Prices

The price of the Services invoiced to the client is that stated in the Order (unit price excluding tax) or, if there is no written order, shall correspond to the rate in force at the time of the beginning of performance of the Services.

Except as otherwise provided for in the Order, the price is expressed in euros, excluding taxes, excluding customs duties, excluding currency conversion fees, excluding sample collection expenses, excluding packaging, and excluding shipping and insurance expenses, which will be invoiced in addition. The applicable taxes are those that are in force on the date of invoice.

The prices will be established on the basis of the data and information provided by the client and for normal performance conditions of the Services..

The Company reserves the possibility of applying an increase to the price of the Services defined in the Order ***(i)*** in the event that the specific properties of the samples, which are not known at the time of the Order, generate additional costs for the performance of the Services ordered or ***(ii)*** in the event of an amendment to the regulations or of the entry into force of a new regulation or of new recommendations being made by the administrative and oversight authorities that are applicable to the Services ordered and/or to the Company and that lead to an increase in the cost of performance of the Services for the Company.

In the event of an increase for the Company in the cost of performance of the Services for reasons other than those referred to in the preceding paragraph, the Parties agree to meet in order to discuss the application of an increase in the price of the Services. If the Parties are unable to reach an agreement one (1) month after the first meeting between them on this subject, the Company may inform the client of the cancellation of the Order, the quote, the offer or the contractual agreement concerned, subject to observance of a notice period of three (3) months. The prices initially agreed in the Order shall continue to apply during the notice period.

5.2 Invoicing

The Company will send the client invoices in electronic format for the attention of the personnel and/or representatives of the client named in the Order.

The client acknowledges that the invoices sent electronically are admitted as originals by the Courts and are proof of the data they contain, with said proof being admissible, valid and enforceable between the Parties, in the same way, under the same conditions and with the same evidentiary value as an invoice that is drawn up, received or stored in printed form.

All printouts of invoices and all printouts of duplicate invoices or audit or analysis reports requested by the client will result in a fixed surcharge of 15 (fifteen) euros exclusive of tax per document being invoiced.

All disputes of an invoice by the client must, in order to be admissible, be notified to the Company by registered letter with acknowledgement of receipt within a time-limit of 30 (thirty) calendar days as from the date of invoicing. If the invoice is not disputed during this time-limit or if the client pays, even partially, the invoice shall be deemed to have been definitively accepted by the client, which shall be deemed to have waived the right to dispute it.

All Orders for Services will give rise to a minimum invoice amount of 50 (fifty) euros excluding tax, including when the cost of the Service is less than this amount.

5.3 Payment

Unless specifically provided for in the quote, offer or contractual agreement concerned, any Service in excess of one thousand (1,000) euros exclusive of tax shall be subject to payment by the client according to the following schedule:

- 50% of the total price payable on the date of signature of the quote
- 50% of the total price payable on the date of receipt of the first results (transmission of the 1st version of the report by the Company).

Unless stated otherwise in the Order, payment must be made within a maximum time-limit of thirty (30) days after the date of invoice, by cheque, bank transfer, draft, promissory note, truncated bill of exchange or direct debit, at the payment address stated on the invoice. All other payment methods will require the Company's prior written agreement. Payment will not be deemed to have been made until the price has actually been received by the Company.

No discounts are granted for early payment.

Payment of the Company's invoices via offsetting, for any reason whatsoever, is only possible with its prior, express, written agreement.

All late payments of all or part of the Company's invoices will, as of right, and with no need for a reminder or formal notice, oblige the client to pay default penalties, which shall accrue for each day past due on the basis of the rate applied by the European Central Bank to its most recent refinancing transaction, increased by 10 percentage points, as well as a flat-rate indemnity to cover collection costs of €40, without prejudice to the Company's right to request the payment of the default interest defined by law and the reimbursement of the other collection costs it has incurred, upon presentation of supporting documents.

Failure by the client to pay even one invoice when due may also cause, following standard notification and after prior formal notice that has remained without effect for a period of five (5) days, ***(i)*** the immediate suspension of the Order concerned, and also of all the client's other current Orders, ***(ii)*** all monies owed by the client in respect of the Order concerned to fall due immediately and/or ***(iii)*** the cancellation of the Order concerned, for which the client would be liable, without prejudice to the Company's right to claim damages.

6. Retention of title clause

THE PROPRIETARY RIGHTS AND ALL THE OTHER RIGHTS, INCLUDING THE INTELLECTUAL PROPERTY RIGHTS AND RIGHTS OF USE CONCERNING THE RESULTS, REPORTS, PRODUCTS, EQUIPMENT, MATERIALS, SOFTWARE APPLICATIONS AND WORK PERFORMED WITHIN THE SCOPE OF THE FULFILMENT OF AN ORDER WILL ONLY BE TRANSFERRED TO THE CLIENT UPON PAYMENT IN FULL BY THE CLIENT OF ALL MONIES, NAMELY THE PRINCIPAL, INTEREST, PENALTIES AND INCIDENTAL AMOUNTS, THAT ARE OWED IN RESPECT OF SAID ORDER; PAYMENT WILL ONLY BE DEEMED TO HAVE BEEN MADE UPON ACTUAL RECEIPT OF SAID MONIES.

Until these monies have been paid in full by the client, the client will not have any rights, in particular proprietary rights or rights of use, to the results, reports, products, equipment, materials, software applications and work and, consequently, shall refrain from using them and exploiting them for any purpose and in any way whatsoever.

7. Intellectual property

7.1 Unless expressly agreed and stipulated otherwise in the Order, all of the Company's intellectual property rights, in particular those concerning the Services, including, but not limited to, the patents, studies, design rights, models, blueprints, trademarks, accreditation or certification marks, logos, trade names, commercial names, copyrights, computer programs, software applications, source codes, databases, know-how, manufacturing secrets, technical or scientific methods, processes and knowledge, technologies, ideas, concepts, improvements and enhancements, including when they are developed during the fulfilment of the Order, will remain the exclusive property of the Company and will not be assigned or transferred in any way whatsoever to the client. The client shall refrain from claiming any right whatsoever to these elements and from contesting the validity thereof.

Only the ownership of the results will be transferred to the client, provided that they have been paid in full by the client. Notwithstanding the transfer of ownership of the results to the client, the Company is expressly authorised to retain said results and to publish them anonymously in a way that does not make it possible to identify the client.

7.2 The publication, circulation, public display or reproduction by the client, in any form whatsoever, on any media whatsoever and for any purpose whatsoever, of the results, analysis reports and, more generally, all documents issued by the Company, in which the Company, its name and/or its logo and/or any distinctive sign that belongs to it is/are mentioned or reproduced, requires the prior, express, written agreement of the Company.

Similarly, the client is not authorised to publish, display publicly, reproduce or circulate the Company's accreditation or certification mark. The reproduction, public display, circulation or publication by the client of the report in its entirety is not regarded as use of the accreditation mark, but must receive the Company's prior, express, written authorisation, as described above. In all cases, the client shall hold the Company harmless from all consequences, damages, claims, complaints, actions, lawsuits, payments, indemnities or compensation, of any kind whatsoever, that may result from the use, the circulation, the publication, the public display or the reproduction of the results, reports and documents issued by the Company, including where such use was authorised ahead of time by the Company.

8. Guarantees / responsibilities

8.1 Orders will be fulfilled under the supervision and control of the Company, under the best possible conditions and in accordance with the applicable standards.

It is the client's responsibility, in particular when required by the key issues and the context, to control and verify, at its expense and under its responsibility, the coherence of the results, and even to request a second analysis to ensure the accuracy of the results delivered by the Company. In the event that it is clear that the results released are inaccurate or inconsistent, it is the client's responsibility to inform the Company of this immediately and not to use or exploit said results in any way whatsoever.

8.2 The Company does not guarantee under any circumstances that the Services will make it possible for the client to attain a given target or achieve the return on investment that is expected or hoped for by the Client on account of the Services . The client alone is responsible for the use and exploitation of the results, reports and, more generally, the Services performed by the Company.

The exploitation of the results is exclusively the purview of the client, which alone must take, under its exclusive responsibility, the steps that the client deems to be appropriate.

8.3 The client is responsible for the perfect preparation and safe transmission of the samples provided to the Company for the performance of the Services. Unless there is an express provision to the contrary in the Order, the Company is not liable under any circumstances for any losses, deterioration or damage that may occur during the taking, collection or shipping of the samples. The client alone is responsible for the safety, shipping, packing and insurance of the sample between the sample being taken and arriving at the laboratories or establishments where the Services are performed.

8.4 The client represents, warrants and undertakes to ensure that all the samples that are sent and/or intended to be analysed pursuant to an Order are in a stable condition and do not pose any danger. The client undertakes to indemnify in full the Company, its personnel, its representatives and its sub-contractors, if any, for all damage, loss, costs, expenses and harm, whether direct or indirect, regardless of the nature thereof, that they may have suffered or incurred on account of the samples, even if the client informed the Company of the potential risks posed by said samples.

8.5 Unless there is an express written agreement to the contrary between the Parties, the contractual relationship only exists between the client, from which the Order originated, and the Company. No contract or agreement entered into by the client on behalf of a third party, with a third party or that benefits a third party can produce any effects of any kind with regard to the Company or create any binding obligations or commitments for the Company. Consequently, the client shall hold the Company harmless in full from all actions, claims or complaints from a third party that is linked to the client or to the Order in any way whatsoever, in any form whatsoever and for any reason whatsoever, and undertakes to compensate the Company in full for all damage, compensation, losses, costs, expenses and interest that the Company may be compelled to pay to said third party.

9. Liability limitation

The liability of the Company (including all persons associated with the Company for the fulfilment of the Order, in particular its personnel and its representatives) can only be triggered by the client if the client proves the existence of direct and immediate harm that results from negligence committed by the Company in the fulfilment of the Order, and only if the client has notified its claim to the Company by registered letter with acknowledgement of receipt within 6 (six) months of the harm being discovered.

In all cases, the Company's liability is expressly excluded in the event of force majeure, as defined in Article **10** of these ToS, or in the event of breaches by the client of its own statutory, regulatory or contractual obligations in respect of the Order.

If harm occurs, the client undertakes to make all arrangements and take all steps, in a timely manner, to mitigate its loss to the greatest extent possible. All breaches by the client of this obligation may trigger its own liability and/or limit that of the Company.

In all cases, in the event that the Company's liability is triggered, for any reason whatsoever and regardless of the type of harm (with the exception of bodily injury), the amount of the compensation required of it (including, in particular, but not limited to, indemnities, penalties, additional expenses, lawyers' fees and legal defence costs, as the case may be) may not under any circumstances exceed, for all amounts combined, the lowest of the following amounts: (i) the amount of the direct and immediate harm caused by the negligence committed by the Company in the fulfilment of the Order concerned and (ii) three times the amount excluding taxes invoiced by the Company to the client in respect of the Order concerned, within the limit of a cap of 200 000 (two hundred thousand) euros.

The Company can never be required to compensate indirect harm and consequential or ensuing loss suffered by the client and/or a third party, or loss of turnover, loss of earnings, loss of expected savings, loss of value of a going concern, loss of a contract or of a business opportunity, or harm to the image or reputation of the client or of a third party.

The client expressly waives all other action against the Company's insurers and shall take personal responsibility for obtaining, and guarantees to the Company and its insurers that it will obtain, an equivalent waiver from the client's own insurers.

The client expressly accepts the application and enforceability of this liability limitation clause with respect to its contractual relations with the Company and acknowledges that the price of the Services was determined in light of this liability limitation clause.

10. Force majeure

The Company may not be held liable for the total or partial failure to fulfil its obligations in respect of these ToS and an Order, if said non-fulfilment is caused by an event that constitutes force majeure within the meaning of French law and case law. In addition to the statutory and case-law definition, the Parties have agreed that the following shall be deemed to be force majeure events that exclude the Company's liability: fires, explosions, floods, storms and other natural disasters, pandemics, wars, including civil wars, uprisings and invasions, riots, cyberattacks, shortages, difficulties with or interruptions of supplies of materials or shipping, accidents that affect production, abnormal certification times, amendment or entry into force of a new law or regulation that impacts the Order, total or partial strikes or other industrial action involving the personnel of the Company or that of its suppliers or service providers, occupations of factories or premises, administrative decisions, non-renewal or withdrawal of the necessary administrative authorisations through no fault of the Company, or acts of state.

The Company shall inform the client as soon as possible of the occurrence of one of said events that affects the fulfilment of the Order and may, depending on the circumstances, cancel the current Order, or suspend or delay the fulfilment thereof without the client being able to claim any form of compensation in this regard or being able to cancel its Order, unless the Company provides its prior written agreement.

The occurrence of a force majeure event does not release or exempt the Parties from their payment obligations under these ToS and the Orders.

11. Confidentiality

The Company undertakes to treat the analysis report that is delivered to the client confidentially and shall refrain from using or disclosing said report to any third party whatsoever, for any reason whatsoever, except to prove the fulfilment of the Order and the performance of the Services and, in particular, to obtain payment therefor, or at the request of a relevant administrative authority or in order to execute an enforceable court decision.

The Company also undertakes to treat confidentially all the technical, commercial, financial or other information that may be disclosed to it for the fulfilment of an Order, provided that it is identified as confidential by the client. The information obtained or generated during the fulfilment of an Order may, in any event, be disclosed by the Company, without the Company's liability being triggered, *(i)* to its service providers and/or sub-contractors who are involved in the fulfilment of the Orders, who undertake to keep said information strictly confidential, *(ii)* to all accreditation audit organisations for an audit of the Company and *(iii)* to all administrative and judicial authorities that request said information.

The client reciprocally undertakes to treat as confidential all technical, scientific, commercial, financial and information of any other type concerning the Company of which it may be aware in the fulfilment of an Order, including information concerning the Company's Intellectual Property Rights, the contents of the software delivered by the Company, until said information falls into the public domain other than through a breach of this confidentiality obligation by the client.

12 Personal data

12.1. For the fulfilment of these ToS and of an Order, the Parties may implement processing of personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter "GDPR"), as well as of French Law no. 78-17 of 6 January 1978, as amended, on computerised data processing, personal data and civil liberties (hereinafter jointly referred to within this Article **12** as the "Regulations"). The Parties undertake to comply with the Regulations with regard to such data processing.

The terms used in this Article are deemed to have the same meaning as that given to them by the Regulations.

The client alone will be the controller for the personal data processed on its behalf, whether by the client itself or by third parties. When the client discloses personal data to the Company, the client must first ensure that the data subjects have been informed of this disclosure and, where necessary pursuant to the Regulations, that their authorisation has been obtained. The client shall hold the Company harmless from all claims, complaints, actions or lawsuits by third parties, in particular data subjects and the Supervisory Authorities (such as the CNIL) on account of failure to comply with the Regulations.

For the management of its relationship with the client, the Company may collect and/or process personal data concerning the client's staff, representatives and service providers or the client's own clients. Said data is primarily identification data for the data subjects (names, telephone numbers and business email addresses, and functions), as well as all the other information that is strictly necessary for the purposes of the processing described below.

Personal data will be processed by the Company for the purposes of entering into and fulfilling these ToS and Orders for Services, including the management of the contractual and commercial relationship, deliveries, invoicing, payment, client accounting, potential claims, and moreover with the aim of carrying out direct marketing actions and satisfaction surveys.

These forms of processing are based on the need for the Company to fulfil its contractual obligations in connection with the fulfilment of these ToS and Orders, and to comply with its statutory and regulatory obligations. They are also justified by the Company's legitimate interest in implementing them.

Personal data is accessible only to authorised members of the Company's personnel who require knowledge thereof, as well as to its outside service providers and sub-contractors, if any, who are required to respect the confidentiality of the data to which they have access, who shall ensure that they take all necessary steps to ensure the confidentiality and security of said data and who undertake to process data only for the precise operation for which they must be involved. Personal data may also be disclosed in a manner other than those provided for above, in order to fulfil a statutory or regulatory obligation, or at the request of an administrative authority or a judicial authority.

Personal data will be retained throughout the business relationship between the Company and the client, then stored in intermediate archives, access to which is

restricted and secure, throughout the applicable statutory limitation and/or storage periods. In particular, the Company is required by law to retain certain information for a period of up to ten (10) years after the end of the business relationship with the client, for accounting and tax purposes. At the end of this period, the data will be definitively erased, with the exception of the data that will be made anonymous for statistical and research purposes.

If personal data is transferred to a country outside the EU and the EEA, legal instruments that are recognised as appropriate by the Regulation in terms of effecting the transfer concerned shall be implemented.

Persons whose personal data is processed by the Company shall benefit, subject to providing proof of their identity, from a right of access, rectification or erasure with respect to their personal data, from a right to restrict processing, from the right to object to processing, and from the right to the portability of their data. These rights must be exercised under the conditions and in accordance with the terms provided for by the Regulations. All requests must be sent by email to: fr_rgpd@sc.eurofinseu.com or by postal letter to the address of the Company's registered office. Data subjects can also file a complaint with the supervisory authority (CNIL), the headquarters of which is located at *3 place de Fontenoy, 75007 Paris, France*.

PROCESSING - When the Company processes personal data in the capacity of processor, on behalf of and as instructed by the client, a specific agreement that defines the respective obligations of the client and the Company for said processing shall be signed.

12.2. Subcontracting - This Section 12.2 applies where the Company carries out processing of personal data as a subcontractor on behalf of and at the direction of the client. Under the Regulation, the client is responsible for the processing of personal data collected in the context of the study for which the Services are performed, to the extent that the client determines the purposes and means of such data processing. In this respect, the client is responsible for implementing appropriate technical and organizational measures to ensure and be able to demonstrate that the processing carried out complies with the Regulations. The details of the processing operations, and in particular the categories of personal data and the categories of persons concerned, as well as the purposes and nature of the processing for which the personal data are processed on behalf of the client, are specified in the Order or any other document applicable to the Order, such as the protocol of the study for which the data are collected.

The client warrants that it (i) has made all necessary declarations and/or formalities to ensure the legality of the processing of personal data in accordance with the aforementioned texts and, where applicable, with the reference methodologies approved by the CNIL, (ii) has informed the data subjects of the terms and conditions of the processing of their personal data by the Company in the context of the performance of the Services and, where applicable, has obtained their consent to participate in the study which is the subject of the Services, and (iii) implements the means necessary to respect the rights of the data subjects at all times.

As a subcontractor within the meaning of Article 28 of the GDPR, the Company is responsible to the client for compliance with the requirements of the Regulation and accordingly undertakes to comply with the following obligations and to ensure that its staff comply with them:

- to process personal data within the strict and necessary framework of the performance of the Services and to act only on the basis of documented instructions from the client. In this respect, the Company will immediately inform the client if it considers that an instruction constitutes a violation of the Regulations; in this case, the Company will have the right to suspend the processing carried out. Such suspension shall not be deemed a breach of the Company's obligations under the Order;
- to ensure the confidentiality of personal data and to ensure that each person it authorizes to process such data undertakes to respect confidentiality or is subject to an appropriate obligation of confidentiality;
- implement appropriate technical and organizational security measures to ensure the confidentiality, integrity and availability of personal data in accordance with the Regulations and more particularly Article 32 of the GDPR in order to ensure a level of security appropriate to the risk associated with the processing. In this respect, the Company will, in particular, pseudonymize personal data before transmitting them to the client;
- not to use the personal data for purposes other than those provided for herein and strictly related to the performance of the Services and not to keep them beyond the duration of the Services or any other period specified by the client. In any event, the Company agrees to delete and destroy any copy or return to the client, at the client's option, all personal data at the end of the performance of the Services, except for a copy of such data that the Company will archive for the time necessary to comply with its legal obligations regarding the safety of persons undergoing clinical research and for evidentiary purposes to prove the proper performance of the Services;
- not to license, rent, transfer or otherwise communicate to any other person, all or part of the personal data;
- to inform the client immediately and spontaneously of any request for the exercise of a right, request or complaint from a data subject or from a data protection authority or any other regulator, and to assist the client in responding to such requests, within the time limits and under the conditions provided for by the Regulation
- to assist the client in carrying out data protection impact assessments (DPA), prior consultations with the supervisory authority and/or in the context of formalities that the client may have to complete. The client acknowledges and accepts that the provision of assistance that may be required in this context will be the subject of a separate service proposal from the Company;
- make available to the client, subject to a confidentiality agreement, all information necessary to demonstrate compliance with the obligations set forth in this article and to allow audits to be conducted; In the event of an audit: (i) the auditor appointed may not be the Company's competitor, (ii) the Company shall be given at least thirty (30) days' notice of any audit or inspection by the client, (iii) client-initiated audits and inspections shall be conducted no more than once (1) per year, (iv) audits, including inspections, shall be conducted at the client's expense and in a manner that does not adversely affect the Company's business operations. The client or its appointed auditor will not have access (and will not request access) for the purpose of and/or in the course of such an audit or inspection, to information, including personal data, belonging to other clients of the Company which is held, used or processed in any way by the Company;
- Notify the client of any personal data breach as soon as possible after becoming aware of it. Such notification shall be accompanied by any relevant documentation to enable the client to assess the extent of the breach and, if necessary, to notify the relevant supervisory authority of the breach.

The Company may use the services of sub-processors to carry out specific processing activities. In this case, the Company shall inform the client in advance and in writing of any use of a subcontractor or of any change in the subcontractor. This information shall be provided in the quotation or offer sent to the client and shall indicate the processing activities outsourced and the identity and contact details of the sub-processor. The client shall have a period of fourteen (14) days from the date of receipt of such information to raise any objections, it being understood, however, that the signing of the quotation or offer issued by the Company within such period shall constitute express acceptance of the use of such subcontractors. Any objection notified to the Company shall be substantiated and shall specify in detail the economic, technical or regulatory reasons likely to oppose the intervention of the prospective subcontractor. If the information provided concerns the change of a subsequent subcontractor during the performance of the Services and the client does not object within the time limit, the subsequent subcontractor shall be deemed to have been approved.

If the Company uses a subsequent subcontractor established in a country outside the EU/EEA that does not provide an adequate level of protection, the client hereby authorizes the Company to enter into EU Standard Contractual Clauses with the subsequent subcontractor in connection with the transfer of personal data to such third country, unless there is another specific legal mechanism to ensure the lawfulness of international data transfers as provided for by the Regulations.

Notwithstanding the foregoing, the client acknowledges and agrees that for the purposes of performing the Services, personal data may be transferred to the Company's affiliates located outside the European Union, under conditions of security and confidentiality that comply with the requirements of the Regulations.

The client is informed that the Company has appointed a Data Protection Officer (DPO), who can be contacted by email at fr_rgpd@sc.eurofinseu.com or by post at the Company's registered office.

13. Laws on economic sanctions

13.1. For the purposes of this clause, the terms:

"Economic Sanction(s)" means all economic sanctions, restrictive measures or trade embargos adopted by the United Nations Security Council, the European Union, the United States of America or any other sovereign state.

"Law on economic sanctions" means all laws, all regulations or all decisions that promulgate or impose economic sanctions.

13.2. The client undertakes and guarantees that, throughout the duration of its contractual relations with the Company:

- The client is not and will not be the target of any Economic Sanctions.

- To the best of its knowledge, the client is not and will not be controlled or held through beneficial ownership by a person who is subject to Economic Sanctions.
- The client complies with and will comply with all the Laws on economic sanctions. Without limiting the scope or the general nature of the above, the client shall refrain (i) from directly or indirectly exporting, re-exporting, transshipping or delivering in any other way the Services or any other service in breach of any Law on economic sanctions, or (ii) acting as a broker, financing or facilitating in any other way any transactions in breach of any Law on economic sanctions.
- And, the client is not engaged in any proceedings and is not being investigated in any way by the authorities on account of a suspected breach of a Law on economic sanctions.

13.3. The client shall indemnify the Company, all companies that are affiliated to the Company (sister, holding and parent companies), its personnel, its agents and its representatives for all losses, forms of liability, damages, fines, costs (including, but not limited to, court costs) and expenses incurred by, or paid by the Company on account of the client breaching its undertakings specified in paragraph **13.2** above.

13.4. If the Company finds that the client has breached or failed to comply with this Article **13**, the Company may, without prejudice to its right to seek damages from the client:

- Suspend the fulfilment of all current Orders, in whole or in part, until the client can legitimately resume the fulfilment of the Order(s); and/or
- Initiate discussions with the client with a view to the possible modification of the current Orders, to enable the fulfilment thereof in compliance with the Laws on economic sanctions; and/or
- Inform the client of the immediate cancellation of all or part of the Order.

No compensation shall be owed to the client on account of the implementation of any one of the penalties provided for in this paragraph **13.4**.

14. Applicable law / disputes

These ToS, all Orders and, more generally, the contractual relations between the Parties, are governed by French law, to the exclusion of the international rules that are applicable to conflicts of laws and of those that result from the Vienna Convention on Contracts for the International Sale of Goods.

The Parties agree that all disputes to which these ToS and an Order may give rise between them, concerning the validity, entry into, construction, performance and termination thereof, the consequences and/or the after-effects thereof, shall be submitted to a conventional mediation procedure prior to any legal proceedings, except in the event of claims made through urgent proceedings, *ex parte* proceedings, third-party notices or interlocutory applications, for which the matter may be directly brought before the Court that has jurisdiction as to subject-matter in the district of the Company's registered office.

The Party that wishes to implement the mediation must inform the other Party of this by registered letter with acknowledgement of receipt, and propose the name of a trained mediator who is qualified to mediate. The other Party shall have a time-limit of eight (8) days in which to notify its disagreement as to the name of the proposed mediator, failing which it will be deemed to have accepted the name of the proposed mediator. In the event of a disagreement between the Parties over the choice of a mediator, the first Party to take action may request the appointment of a mediator by the President of the Commercial Court of competent jurisdiction in the district of the Company's registered office.

The mediator's expenses and fees shall in all cases be split equally between the Parties.

Absent an agreement between the Parties within two (2) months of the matter being referred to the mediator, the Parties will again be free to take action and may bring the matter before the Court that has jurisdiction as to subject-matter in the district of the Company's registered office, on which they confer exclusive jurisdiction to resolve the dispute, notwithstanding multiple defendants, interlocutory applications and third-party notices.

All client actions based on these ToS and an Order must, in order to be admissible, be brought before the courts of competent jurisdiction pursuant to this Article within a maximum time-limit of one (1) year, in accordance with Article 2254(1) of the French Civil Code.

15. Miscellaneous provisions

15.1 Code of Ethics: The Company is committed to high ethical standards in conducting business. The standards to which the Company is committed are set out in the Eurofins Group Code of Ethics.

15.2 Severability: If one of the provisions of these ToS and of an Order are held to be invalid or inapplicable, the Parties shall consult with each other in order to agree on a provision or provisions to replace the invalid provision(s) and that will make it possible to fulfil, as effectively as possible, the economic objective and the intention of the invalid provision(s). All the other provisions shall retain their full force and scope, unless these ToS and the Order concerned become devoid of purpose or impossible to perform.

15.3 Absence of waiver: No tolerance, regardless of the nature, the extent, the duration or the frequency thereof, may be deemed to create any form of right whatsoever, nor may it be construed as a waiver of any one whatsoever of the provisions of the ToS and of an Order; each of the Parties reserves the right to demand compliance therewith, even retrospectively.

15.4 Language: The original version of these ToS is written in French and takes precedence over all other versions or translations of these ToS into another language.

15.5 Notices: Without prejudice to any provisions to the contrary in these ToS, all notices between the Parties shall be sent by letter in printed form in a manner that allows for proof of receipt thereof (registered letter with acknowledgement of receipt), to the address of the registered office of the recipient Party; all time-limits shall start to run from the date of the first delivery attempt of said letter to the recipient Party.

15.6 Prohibition on hiring away employees: The client undertakes not to hire away, recruit or give work to, either directly or via an intermediary, any member of the Company's personnel who participated in and/or who worked on the fulfilment of an Order during the period of performance of the Services ordered, for a period of two (2) years following the end of their contractual relations in respect of said Order, even if the initial approach is initiated or instigated by the Company employee themselves. The Company may, on a case-by-case basis, at the request of the Client and/or the employee concerned, release the Client from this commitment by express, prior written agreement.

Signature of the client