

STANDARD TERMS OF BUSINESS

(version 4.0, last updated 16 May 2025)

Informed Genomics Limited trading as Nonacus Clinical Services (“NCS”)

NCS draws the Customer’s attention to clause 8 (Limitation of Liability)

1. Definitions

Certain definitions and interpretations apply to these Terms. These are set out in clause 12 below (**Glossary**).#

2. Our Contract

- 2.1 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 A Quotation is only valid for a period of 30 days from its date of issue. A Quotation shall not constitute an offer.
- 2.3 The Purchase Order constitutes an offer by the Customer to purchase Services in accordance with these Terms.
- 2.4 NCS may accept the Purchase Order in part or in whole. The Purchase Order shall only be deemed to be accepted when NCS
 - (a) issues written acceptance of the Purchase Order; or
 - (b) starts performing the Services, and then only in relation to the parts of the Services that it performs;

at which point and on which date the Contract shall come into existence (Commencement Date).

- 2.5 Any advertising, descriptions or illustrations on NCS's website or otherwise published or issued by NCS shall not form part of the Contract, nor have any contractual force.
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3. Supply of Services and Deliverables

- 3.1 NCS shall supply the Services and Deliverables to the Customer in accordance with the terms of the Contract.
- 3.2 NCS shall use the Customer Material solely for the purposes of supplying the Services and Deliverables and in accordance with good laboratory practice. For the avoidance of any doubt, this shall include continued quality assurance and service improvement which are compatible with the Services provided to the Customer.
- 3.3 NCS will retain the Customer Material in a secure location and not permit it, or any part of it, to come into the possession or control of any other organisation or any individual other than those involved in the delivery of the Services.
- 3.4 NCS shall use reasonable commercial efforts to meet any Service Levels specified in the Services Agreement (if any), including any performance dates, however time shall not be of the essence for performance of the Services and delivery of the Deliverables.
- 3.5 NCS reserves the right to vary the Services and Deliverables if necessary to comply with any applicable law or regulatory requirement, or if the variation will not materially affect the nature or quality of the Services and Deliverables, and NCS shall notify the Customer in any such event.

- 3.6 NCS warrants to the Customer that the Services and Deliverables will be provided using reasonable care, skill and diligence in accordance with best industry practice.
- 3.7 If any of the Services and Deliverables fail to conform with the Contract, NCS shall, at its option and cost, re-perform those Services or refund any Fees paid for them. This shall be the Customer's sole remedy for such failure.
- 3.8 The Purchase Order may only be cancelled by notifying NCS in writing before NCS accepts it. Where NCS has accepted the Purchase Order in part, the Customer may only cancel the parts not yet accepted by NCS.
- 3.9 If a Purchase Order is cancelled (in whole or part) following acceptance, the Customer will pay NCS the amount of any losses, costs, damages, Fee, or expenses it incurs in connection with the cancellation.
- 3.10 In providing the Services, NCS shall:
- (a) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure NCS's performance of its obligations under this Contract;
 - (b) provide all equipment, tools and vehicles and such other items as are required to provide the Services; and
 - (c) obtain and at all times maintain all licences which may be required for the provision of the Services.

4. Customer's obligations

- 4.1 The Customer shall:

(a) provide NCS with such information and materials specified in writing in advance by NCS (or set out in any Services Agreement, as the case may be) as may be required by NCS in order to supply the Services, and ensure that such information is complete and accurate in all material respects.

(b) obtain and maintain all necessary licences, permissions and consents (including without limitation patient consents) in accordance with all applicable laws, which may be required for the Services before the date on which the Services are to start; and

(c) be responsible for the reporting of the Deliverables to the Customer patients, involving (where applicable) a suitably qualified genetic counsellor, unless agreed otherwise with NCS in writing.

4.2 If NCS's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

(a) without limiting or affecting any other right or remedy available to it, NCS shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays NCS's performance of any of its obligations;

(b) NCS shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from NCS's failure or delay to perform any of its obligations as set out in this clause 4.2; and

(c) the Customer shall reimburse NCS on written demand for any costs or losses sustained or incurred by NCS arising directly or indirectly from the Customer Default.

5. Fee and payment

- 5.1 The Fee for the Services shall be as set out in the Quotation and Services Agreement (if any).
- 5.2 NCS may increase the Fee for the Services at any time
- (a) following the first anniversary of the Commencement Date, but no more than once annually; and
 - (b) due to any factor beyond NCS's control (including, for example, foreign exchange fluctuations, increases in taxes and duties, increases in labour, materials and other manufacturing costs).
- 5.3 NCS shall invoice the Customer on a monthly basis in arrear (where Services are provided on an on-going basis) or otherwise on completion of the Services, as may be specified by NCS, or as otherwise specified in any Services Agreement.
- 5.4 The Customer shall pay each invoice submitted by NCS:
- (a) within 30 days of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by NCS.
- 5.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT), and the Customer shall, on receipt of a valid VAT invoice from NCS, pay to NCS such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

- 5.6 If the Customer fails to make a payment due to NCS under the Contract by the due date, then, without limiting NCS's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 4% a year above the Bank of England's base rate from time to time.
- 5.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim or deduction (other than any deductions as required by law).
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6. Intellectual property rights

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by NCS.
- 6.2 To the extent that intellectual property rights apply, NCS acknowledges that all rights in and to the Customer's Material are and shall remain the exclusive property of the Customer.
- 6.3 NCS grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence to copy the Deliverables for the purpose of receiving and using the Services and the Deliverables.
- 6.4 The Customer is allowed to sub-license, assign or otherwise transfer the rights granted in clause 6.3 to the extent required to receive the benefit of the Services provided.
- 6.5 The Customer grants NCS a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to NCS for the term of the Contract for the purpose of providing the Services to the Customer.

7. Data protection

- 7.1 Any words (e.g. Controller, Processor, Process(-ing), (sub-) Processor, Personal Data, Personal Data Breach) and phrases that are defined in the applicable Data Protection Laws have the same meanings when used in this clause 7.
- 7.2 Each party acknowledges that to the extent applicable under the relevant Data Protection Laws:
- (a) the Customer is the Controller and NCS is the Processor (and NCS Affiliates are sub-Processor) of any Customer Patient Data which NCS receives from the Customer for the provision of Services; and
 - (b) the Customer and NCS are each an independent Controller of Customer Personal Data which is being Processed in pursuance of the Contract.
- 7.3 The Customer will ensure that:
- (a) it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Patient Data to NCS and to enable NCS to Process (for example, analyse, interpret, store, and dispose of) the Customer Patient Data in accordance with this Contract;
 - (b) all Customer patient consents and notices to be written in such a form and manner as for the Services to be compliant with applicable Data Protection Laws, including (without limitation) the transfer to, and storage of, Customer Patient Data in the UK;

(c) it will notify NCS immediately, if applicable Data Protection Laws require for the Customer Patient Data to be hosted in a different location;

(d) its instructions to NCS to Process the Customer Patient Data for and on behalf of the Customer will comply with applicable law (in particular, applicable Local Privacy Laws);

(e) it has designated a data protection officer (DPO) in place, if required by applicable Data Protection Laws, and shall communicate to NCS the name and contact details of such DPO;

(f) subject to clause 7.5.(f), it will accept sole responsibility for the handling of any rights of access, rectification, correction, objection, opt-out and deletion as may be exercised by the Customer patients under applicable Data Protection Laws; and

(g) subject to clause 7.5.(h), it will accept sole responsibility for ensuring its compliance with its obligations under applicable Data Protection Laws, in particular with respect to:

(i) Personal Data Breach notifications to supervisory authorities, regulators and Customer patients (as applicable); and

(ii) (data privacy) impact assessments; and

(iii) Any necessary consultations with supervisory authorities or regulators.

7.4 The Customer shall indemnify and hold NCS harmless against any loss or damage (including regulatory fines or penalties) costs (including reasonable legal fees) and expenses which NCS may suffer or incur as a result of the Customer's breach of clause 7.3.

7.5 NCS will in relation to Customer Patient Data:

(a) process such data only on the Customer's documented instructions, unless required by applicable Data Protection Laws to otherwise Process that Customer Patient Data. Where NCS is relying on applicable Data Protection Laws as the basis for Processing of Customer Patient Data, NCS shall promptly notify the Customer of this before performing the Processing required by the applicable Data Protection Laws , unless those applicable Data Protection Laws prohibit NCS from notifying the Customer;

(b) inform the Customer if in NCS's opinion the Customer's instructions infringe applicable Data Protection Laws, and in which case NCS will have no liability for any Processing carried out in accordance with those particular instructions.

(c) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of Customer Patient Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

(d) ensure that all personnel who have access to and/or Process Customer Patient Data have undergone adequate training in the use, protection and handling of Customer Patient Data and are under a contractual obligation to keep the Customer Patient Data confidential;

(e) not transfer any Customer Patient Data outside of the UK unless the destination country is covered by adequacy regulations with the UK, or the prior written consent of the Customer has been obtained, and NCS is able to satisfy the

conditions under applicable Data Protection Laws restricting the international transfer of Personal Data;

(f) assist the Customer, at the Customer's expense, in responding to any request of access, rectification, correction, objection, opt-out or deletion as may be exercised by a Customer patient under applicable Data Protection Laws;

(g) notify the Customer without undue delay on becoming aware of a Personal Data Breach;

(h) assist the Customer, at the Customer's expense, in ensuring its compliance with its obligations under applicable Data Protection Laws with respect to security, Personal Data Breach notifications, impact assessments and consultations with supervisory authorities or regulators, taking into account the nature of the Processing and the information available to it;

(i) at the written direction of the Customer, delete or return Customer Patient Data and copies to the Customer on termination of the Contract unless required by applicable law to store the Customer Patient Data; and

(j) maintain accurate records and information to demonstrate NCS's compliance with this clause 7.

7.6 The Customer consents to NCS using third party Processors to Process the Customer Patient Data (a "sub-Processor"), provided that NCS informs the Customer of the identity of any sub-Processor, and ensures that each sub-Processor is subject to an agreement providing no less protection for the Customer Patient Data than this Contract.

7.7 The Customer acknowledges and agrees that NCS Affiliates shall be authorised Sub-Processors for the purposes of this Contract.

- 7.8 The Customer acknowledges and agrees that NCS may use aggregated Customer Patient Data for continued quality assurance and service improvement purposes provided such purposes are compatible with the Services provided under this Contract.
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8. Limitation of liability: NCS draws the Customer's attention to this Clause

- 8.1 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence, and fraud or fraudulent misrepresentation.
- 8.3 Subject to clause 8.2, and clause 8.4, NCS's total liability to the Customer for all loss or damage incurred in connection with the Contract shall not exceed an amount equal to the Fees paid for the Services supplied under the Contract.
- 8.4 Subject to clauses 8.2 and 8.3, this clause sets out the types of loss that are wholly excluded:
- (a) loss of profits.
 - (b) loss of sales or business.
 - (c) loss of agreements or contracts.
 - (d) loss of anticipated savings.
 - (e) loss of use or corruption of software, data or information.
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.

8.5 This clause 8 shall survive termination of the Contract.

9. Termination

9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than 60 day's written notice.

9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's

capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

- 9.3 Without affecting any other right or remedy available to it, NCS may terminate the Contract with immediate effect, or suspend the supply of Services under the Contract, by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

10. Consequences of termination

- 10.1 On termination or expiry of the Contract the Customer shall immediately pay to NCS all of NCS's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, NCS shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 10.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.
- 10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11. General

- 11.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 11.2 Assignment and other dealings.

(a) NCS may at any time assign, mortgage, charge, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of NCS.

11.3 Confidentiality.

(a) Each party undertakes that it shall not during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11.4 Entire agreement.

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

- 11.5 Variation. Except as set out in these Terms, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.6 Conflict. In the event of any conflict, ambiguity or contradiction between these Terms and the Services Agreement, the Services Agreement shall take precedence.
- 11.7 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.8 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 11.8 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent

possible, achieves the intended commercial result of the original provision.

- 11.9 Notices. Any notice given to a party under or in connection with the Contract shall be in writing, shall be sent by email and be deemed to have been received at the time of transmission.
- 11.10 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 11.11 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 11.12 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

12. Glossary

The following definitions and rules of interpretation apply in these Terms.

12.1 Definitions:

Affiliate: means an entity that, directly or indirectly, controls, is controlled by or is under common control with such party. NCS Affiliates means its parent company (Advanced Genomics Ltd) and sister company (Nonacus Ltd).

Commencement Date: has the meaning given in clause 2.4.

Contract: the contract between NCS and the Customer for the supply of Services in accordance with these Terms, comprising the Quotation, these Terms and any Services Agreement.

Customer: the business, company, firm or individual who purchases Services from NCS.

Customer Default: has the meaning set out in clause 4.2.

Customer Material: means the patient samples (e.g. saliva, blood, etc.) and other information provided by the Customer to NCS.

Customer Patient Data: means the Personal Data (e.g. patient ID) provided by the Customer in conjunction with any material which NCS Processes in accordance with clause 7.2 a).

Customer Personal Data: means the Personal Data related to Customer personnel (e.g. name, email address, phone number) as Processed by NCS in accordance with clause 7.2.b).

Data Protection Laws: means, as applicable:

a) the General Data Protection Regulation (2016/679) ('GDPR'); b) the Data Protection Act 2018; c) the retained EU law version of GDPR ("UK GDPR") by virtue of section 3 of the European Union (Withdrawal) Act 2018; d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and e) any Local Privacy Laws (as defined).

Deliverables: the clinical report and any other deliverables set out in the Quotation or any Services Level Agreement (SLA).

Fee: shall take the meaning as ascribed to it in clause 5.1.

NCS: Informed Genomics Limited, trading as Nonacus Clinical Services, registered in England and Wales with company number 13082290 whose registered office is at Unit 5, Quinton Business Park, 11 Ridgeway, Quinton, Birmingham, England, B32 1AF.

Intellectual Property Rights: copyright, patents, rights to inventions, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all

other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Local Privacy Laws: means any local privacy laws for the protection of personal data which apply to the Customer Patient Data/Customer Personal Data collected by the Customer, and to the extent applicable, any specific laws which apply for the protection of personal genome information.

Purchase Order: the Customer's written acceptance of the Quotation.

Quotation: the quotation given by Nonacus to the Customer for the provision of the Services.

Services: the whole genomic testing services to be provided by NCS under this Contract, as set out in the Quotation and any Services Agreement.

Services Agreement: if any, the services agreement entered into between IGL and the Customer for the provision of the Services

Terms: these standard terms of business as amended from time to time in accordance with clause 11.5.

Controller, Personal Data, (Sub-)Processor, Processing, Personal Data Breach shall be given the meaning ascribed to them in applicable Data Protection Laws.

12.2 Interpretation:

(a) a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

(b) any words following the terms including, include or any similar expression, shall be construed as illustrative and shall

not limit the sense of the words or phrase preceding those terms.

(c) a reference to writing or written includes email.