



SERVICES AGREEMENT (January 1, 2020)

1. Explanation, application and contact details:

The following terms and conditions of service of Sanquin Diagnostiek BV ("Sanquin"), (hereinafter: the "**STCs**") will, with effect from 1 January 2020, apply to various services and requests for services, such as laboratory tests and supplies (hereinafter: "**Services**"), including but not limited to:

- (i) a request for proposal;
- (ii) a request or assignment for Sanquin to perform services;
- (iii) supply by the client to, or receipt by, Sanquin of samples;
- (iv) implementation of requests, assignments and services (including carrying out tests, selecting blood or other products and consultancy) by Sanquin;
- (v) despatch, receipt and/or supply of samples by Sanquin.

Sanquin's contact details are as follows:

Sanquin Diagnostiek B.V.

address: Plesmanlaan 125, 1066 CX Amsterdam

Chamber of Commerce registration number: 6717476

general email address for Services: diagnostiek@sanquin.nl

email address for financial accounting: debiteuren@sanquin.nl

2. Purpose, derogations and rejections:

The purpose of the STCs is to clarify communications, procedures and reporting methods. Furthermore, the STCs are intended to record agreements made.

The STCs, including any references therein, together with the request (if expressly accepted in writing by Sanquin) and/or any proposal issued or accepted by Sanquin, will constitute the agreement with the private individual or legal entity purchasing services and/or products from Sanquin, providing services, sending in samples, or having submitted a request to that end (the "**Client**"), unless agreed otherwise in writing between Sanquin and the Client. Any such further agreements will be deemed to apply in addition to, or in replacement of, these STCs, to the extent expressly provided in such derogating written agreements.

Sanquin expressly rejects the application of any other (general) terms and conditions (for example from the Client or any industrial association).

Sanquin may make amendments to the STCs. The (amended) STCs will be posted on the websites of Sanquin ([link](#)) and NVKC. Sanquin does not use any general acceptance criteria.

3. Accreditation and quality standards:

Sanquin has been accredited by the Dutch Accreditation Council for the activities and/or fields of work identified in the scope of the accreditation, under registration number M005.

Sanquin's laboratories work according to the ISO 15189 standards. For the other specifications and standards, reference is made to the website at <https://www.sanquin.org/nl/producten-en-diensten/diagnostiek/advies-en-diagnostiek/competentieverklaring>. In the event of expiry of the accreditation, where this may impact the Client's services, Sanquin will notify the Client within 10 workdays.

Subsequently, the Client may terminate the STCs within 15 days by giving written notice. The Client's obligation to pay Sanquin for any Services already invoiced or Services provided prior to expiry of Sanquin's accreditation will remain in effect.

4. Costs and fees:

The Services will be subject to the rates stated on the website at

<https://www.sanquin.org/nl/producten-en-diensten/diagnostiek/tarieflijst/index>

Sanquin will revise such rates on a regular basis and post same on the website at

<https://www.sanquin.org/nl/producten-en-diensten/diagnostiek/tarieflijst/index>. The rates will be

exclusive of VAT and/or other levies, as applicable.

Sanquin will send an invoice for the Services and any other costs. Costs of transport will not be charged to hospitals or doctors laboratories. The invoice will be sent to the address and contact of the Client as stated in the request form, the confirmation of the request or the proposal.

The Client may lodge a complaint about the invoice with Sanquin within 8 days of the date of the invoice.

Payment will be due within 30 days to be calculated from the date of the invoice subject to receipt by Sanquin of the entire amount due. If payment is not made within such 30-day period, Sanquin will send a reminder seeking payment of the overdue amount within 15 days of the date of the reminder. If the overdue amount is not received within such term, Sanquin will charge the statutory interest on the relevant amount. Moreover, Sanquin reserves the right to charge extrajudicial costs.

5. Procedures, timelines and practical issues surrounding the Services:

The working method and timelines are as stated in the "Working Arrangements" document,

which can be found on the website at <https://www.sanquin.org/nl/producten-en->

[diensten/diagnostiek/index](#) and/or is attached hereto as **Annex 1**.

In the event of specific assignments, the working method and timelines will be as set forth in the proposal.

Sanquin will use its best efforts to respect such indicative timelines. In that respect, however, Sanquin will largely rely on fully and correctly completed assignments and instructions and timely supply of samples, as well as the correct information on the Client's contacts and their contact details in urgent situations. Sanquin will, in principle, accept fully completed requests only.

If Sanquin cannot provide the Services within the timelines set, it will get in touch with the Client's contact as stated in the request form in good time, and consult on the procedure to be pursued, such as subcontracting the assignment, using alternative solutions, or changing the timelines.

6. Changes to the research procedure:

If Sanquin wishes to change its research process, it will get in touch with the Client's contact as stated in the request form as soon as possible, in order to discuss the consequences for the Services.

7. Engaging third parties/subcontracting:

Sanquin will be entitled to subcontract all or part of the Services to OLVG Laboratoria BV <http://www.labcombinatie.nl/> or to group companies, to the extent that the laboratories that will carry out the tests for Sanquin are ISO 15189 accredited as well.

8. Reporting and communication:

Communication about the Services will take place between the Client's contacts and Sanquin. The general contact details for Sanquin are as stated in these STCs under Sanquin's address details.

Test results will be communicated as follows:

(i) If the Client has access to the Central Laboratory Request and Test Result System [*Centraal Laboratorium Aanvraag en Uitslag Systeem ("CLAUS ")*], Sanquin will use that system to report and communicate with the Client. The working method and arrangements in this respect are as set forth in the Claus Agreement attached hereto as **Annex 2**;

(ii) If the Client does not, and does not wish to, have access to such system, any requests are to be submitted based on request forms which can be found on Sanquin's website at <https://www.sanquin.org/nl/producten-en-diensten/diagnostiek/aanvraagformulieren>

Test results and any communication thereon will be provided in writing.

Any results other than test results will be provided as described in the proposal to the Client's contact. After acceptance of the test or other results and payment of the

relevant invoice, the rights in such test or other results will pass to the Client. Sanquin will retain all intellectual property rights in any and all other goods and information, including processes, enhancements, inventions, assays and data to be realized by it in the course of performance of the assignment, with the exception of patient data.

9. Consultation based on test or other results:

Upon request, Sanquin will provide advice on the test or other results, as applicable. To that end, the Client may get in touch with the contact stated on Sanquin's website, the registration form, the working arrangements, the test results, or, as applicable, Sanquin's proposal in the registration form.

Sanquin will also provide solicited and unsolicited written advice, subject to sufficient identification of the person and the receiving institution. A mere telephone consultation will be free of charge.

10. Confidentiality:

Sanquin will keep confidential the data to be provided by the Client and the results of the Services.

The Client and Sanquin will keep confidential all such information of the other party that they should reasonably establish to be confidential information of the other party, such as information on business processes, financial substantiation and information, technologies, procedures, assay and trade secrets of the other party.

11. Liability and indemnification:

Sanquin will exercise such care as may reasonably be expected in the provision of the Services.

Any complaints about the Services may only be reported to Sanquin within 7 days of provision of the Services or, in the event of test results, within 30 days of communication thereof.

If, based thereon, Sanquin finds that it has materially failed in the provision of the Services, it will re-provide the Services or the relevant elements thereof without charging any additional costs, unless the failure is attributable to incorrect or incomplete instructions or information or to samples from the Client.

Sanquin excludes any liability, on any basis whatsoever, if complaints about the Services are not reported within the said term.

Sanquin excludes any liability for indirect and/or consequential damage and/or financial loss.

Without prejudice to the foregoing, Sanquin limits its liability for any damage suffered or to be suffered the Client or any third parties as a result of the Services provided by Sanquin, to an amount of EUR 100,000 (including costs).

The Client will indemnify Sanquin against any damage and claims brought by third parties relating to the processing and application of the test and other results or the provision of care by the Client.

12. Privacy/Consent/GDPR

Both parties will be controllers within the context of the applicable privacy laws and regulations for the exchange of personal data for purposes of this Agreement. Sanquin will be controller for purposes of performance of diagnostic research. The Client will be controller for any other processing under this Agreement. The parties will comply with the obligations imposed on them by the applicable laws and regulations, more in particular the General Data Protection Regulation 2016/679 of 27 April 2016 ("GDPR") and the Act implementing the GDPR ("GDPR IA").

The Client will demonstrably inform its representatives, contacts and patients whose personal data will be provided to Sanquin about these processing activities and their rights. All, of course, subject to the requirements of the applicable laws and regulations on the duty to provide information and the rights of data subjects. For the way in which Sanquin will handle personal data, reference is made to the Privacy Statement as posted on the website (<https://www.sanquin.org/nl/producten-en-diensten/diagnostiek/privacy/index>).

The Client will provide data on an individual and/or their health and/or their body material (samples) to Sanquin only after demonstrably having obtained such individual's express consent (according to the GDPR requirements) as well as informed consent (according to the Medical Treatment Contracts Act [*WGBO*]) for Sanquin's processing of such personal data.

Furthermore, the Client will provide a person's data and, where applicable, their body material (samples) to Sanquin only to the extent necessary for the provision of the Services.

The Client will also ensure the correctness and completeness of such personal data and determine what data will be provided to Sanquin for purposes of the Services.

Sanquin will use the personal data and body material (samples) provided by the Client only for purposes of provision of the Services and in accordance with clause 13 en furthermore implement adequate measures to protect and secure such data in accordance with the GDPR and NEN 7510.

13. (Residual) samples and materials:

The Client will send samples to the address stated for Sanquin in these STCs, stating the contact named there. The Client will be responsible for the costs of transport and bear the risk of transport from and to Sanquin, with the exception of hospitals and GP laboratories.

The Client will observe the regulations applicable to the transport of samples.

The Client will arrange proper (safe) packing of samples and place the required warnings on the packaging.

In principle Sanquin will destroy any residual samples (or materials), unless the Client wishes to receive same, in which event Sanquin will return the residual materials at the Client's expense and risk with due observance of laws and regulations.

Sanquin uses a very limited part of pseudonymized residual samples, not returned to the Client, to optimize the services of Sanquin such as for research, validation and calibration of devices and tests of Sanquin.

14. Applicable law and disputes:

The Services to be provided by Sanquin, the STCs, and any other arrangements to be made will be governed by the laws of the Netherlands. Sanquin will try and discuss and resolve any complaints and disputes together with the Client to the extent possible. If this does not prove possible within 30 days, the dispute will be submitted to the Amsterdam District Court. If the Client is not based in the Netherlands, the dispute will be submitted to the Amsterdam District Court, Netherlands Commercial Court division. In such event, the proceedings will be conducted in the English language. In the event of urgent relief, the dispute will be submitted to the Preliminary Relief Judge of the Amsterdam District Court.