

General terms and conditions for performing services (“Terms and Conditions”)

Sanquin Diagnostiek B.V., having its registered office
in Amsterdam, The Netherlands

1 Applicability

- 1.1 These Terms and Conditions govern the Quote/Work order (“**Work Order**”) that Sanquin Diagnostiek B.V. (referred to below as (“**Sanquin**”) and the sponsor (referred to below as the “Sponsor”) conclude for performing the services by Sanquin (“**Services**”). Any terms and conditions applied by the Sponsor are hereby excluded.
- 1.2 Sanquin may amend the Terms and Conditions at any time. In the event of essential changes, Sanquin shall notify the Sponsor of these changes. The Sponsor will be obliged continually remain apprised of the most recent version of these Terms and Conditions via the website www.sanquin.org.

2 Work Order and Services

- 2.1 Sponsor wishes Sanquin to perform Services. For these Services parties have agreed how to collaborate in a Work Order.
- 2.2 Sanquin and Sponsor have agreed that Sanquin shall perform the requested Services in accordance with these Terms and Conditions and the Work Order. Sanquin may not outsource part of the Services to a third party, other than to an Affiliate. Upon written approval of Sponsor not to be unreasonably withheld. “**Affiliate**” means any company which, directly or indirectly, controls or is controlled by or under common control with one of the Parties, control being defined as the holding of at least fifty percent (50%) of the capital or of the voting rights of the company.
- 2.3 Sanquin and Sponsor shall act in compliance with legislation applicable in The Netherlands, including, but not limited to regulations regarding personal data, handling of materials and principles as described in the Work Order.
- 2.4 Sanquin shall report the results of the Services (“**Results**”) according to the Work Order. Sponsor is responsible for acting as it sees fit on the basis of this report provided by Sanquin. Neither Sanquin nor any of its officers, employees, agents or subcontractors shall be liable to Sponsor nor any third party for any actions taken or not taken on the basis of such report.
- 2.5 Sanquin shall use commercially reasonable efforts to provide the Services in accordance with the timelines as further described in the Work Order. Sanquin will not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Services, unless such delay was caused by Sanquin’s gross negligence or wilful misconduct.

3. Sponsor obligations

- 3.1 The Sponsor represents and warrants:
 - i) that all information, records, and related documents (including but not limited to any clients or supplier books, code of ethics, internal policies, records (including employment records), information systems) Sponsor Materials (as defined in clause 10) it (or any of its agents or representatives) supplies to Sanquin (including its agents, sub-contractors and employees) are true, accurate representative, complete and is not misleading in any respect and made available when required by Sanquin. The Sponsor further acknowledges that Sanquin will rely on such information, Sponsor Materials or other related documents and materials provided by the Sponsor (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services.
 - ii) that any information, Sponsor Materials or other related documents, provided by the Sponsor to Sanquin will not, in any circumstances, infringe any legal rights (including intellectual property rights) of any third party.

4. Invoicing/payment

- 4.1 The parties shall agree upon all the payment conditions in respect of the Services in each Work Order.
- 4.2 Costs shall be charged for services that are not included in the Services and for additional services as requested by the Sponsor.
- 4.3 The Sponsor agrees that it will reimburse Sanquin for any expenses incurred by Sanquin relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to Sponsor Materials.
- 4.4 In case of bank charges for payment to Sanquin, no deduction for bank charges incurred can be made by Sponsor.
- 4.5 Payments shall be made by Sponsor, without a possibility of set-off, within thirty (30) days via wire transfer after date of issue of the relevant invoice from Sanquin to:
Sanquin Diagnostiek B.V.
Crediteuren administratie
Postbus 9892
1006 AN Amsterdam
VAT number: NL 8568.62.794 B01
IBAN: NL18ABNA 052.44.95.629
BIC/SWIFT: ABNANL2A
- 4.6 Sanquin shall charge a late payment fee equal to the statutory interest pursuant to Article 6:119a of the Dutch Civil Code for any payment not received within the required time period in accordance with clause 4.3 on any invoiced fees outstanding more than thirty (30) days following receipt of the relevant invoice by Sponsor. If any portion of the invoice is disputed, then Sponsor shall pay the undisputed amounts as set forth above and the parties shall use good faith efforts to reconcile the disputed amount within fifty (50) days following receipt of the invoice by Sponsor.
- 4.7 All prices set out in the Work Order are in EURO (€) and exclusive of value added tax (VAT).

5. Liability and indemnification

- 5.1 Sanquin warrants that all of its employees or agents or third parties hired for the purpose by Sanquin that provide Services are professionally qualified, have been adequately trained and will perform their duties in a workmanlike fashion with reasonable care and in accordance with applicable laws and regulations in The Netherlands. This warrant shall extend to the Sponsor and not to Sponsor's agents, Affiliate, purchaser or representatives or third parties.
- 5.2 Sponsor shall defend and hold harmless Sanquin from any claim against Sanquin made by a third party arising out of the infringement by Sanquin of the intellectual property rights of such third party in the course of performance of the Services, to the extent that such intellectual property rights are limited to any Sponsor Materials (as defined in clause 12) delivered to Sanquin or the use of such Sponsor Materials in accordance with the Work Order.
- 5.3 Save for the warranties given by Sanquin set out in this Section 5, all warranties, conditions and other terms are, to the fullest extent permitted by law, excluded from the performance of the Services.
- 5.4 In no event shall either party be liable to the other party for any special, indirect, incidental, punitive, exemplary or consequential damages, including but not limited to loss of profit, loss of revenue or loss of business opportunities, whether based upon contract, tort or any other legal theory.
- 5.5 Unless such limitation of liability is prohibited by applicable statutory law, Sanquin's total liability in contract, tort, misrepresentation or otherwise arising out of or in connection with the performance of the Services shall not exceed the total compensation for the Services as reflected in the respective Work Order with a maximum of € 750.000 (seven hundred fifty thousand Euro) per event and per year.

- 5.6 Each party shall take out and maintain all insurance which is sufficient and appropriate for the Services and materials as is appropriate and customary to cover its obligations under the Work Order and as is required by applicable laws in The Netherlands, regulations and generally accepted recommendations, as well as insurance to cover generally any risk reasonably foreseeable in connection with the performance of the Services. Upon request by a party the other party shall provide the party with a certificate of such insurance.

6. Intellectual property rights

- 6.1 All intellectual property rights belonging to a party prior to entry into the Work Order shall remain vested in that party.
- 6.2 Ownership and all right, title and interest in and to
- (i) the Results as defined in the Work Order; and
 - (ii) improvements directly related to the Results as realized during the term of the Work Order; or
 - (iii) improvements with respect to the Sponsor Materials as described in the Work Order (“Sponsor Intellectual Property”) shall, except for Sanquin improvements (see below in clause 6.3) vest in Sponsor. Sanquin shall assign ownership of all Results and improvements defined under 6.2 sub (ii) and 6.2 sub (iii) to Sponsor upon acceptance by Sponsor of the results and full payment by Sponsor to Sanquin of all fees, (indirect) costs and other payments defined in clause 4 of these Terms and Conditions.
- 6.3 Any improvements to Sanquin intellectual property, amongst which any process and material, method and/or assay, and any process and/or applications and/or materials (inclusive reagents) developed and/or applied in relation thereto; all rights protectable by patents, copyrights, database rights including without limitation rights of extraction from such databases, design rights, designs, trade secrets, trademarks, service marks, trade and business names, domain names, know-how, discoveries, rights in inventions and all improvements thereto, whether registered or unregistered and including all applications and registration in respect of any of the foregoing rights and any rights of the same or similar nature or effect (“Sanquin Intellectual Property”), developed or invented during the course of the performance of the Services under the Work Order, except for the Results and improvements defined in 6.2 hereof, shall remain the sole and exclusive property of Sanquin.
- 6.4 It is acknowledged and agreed that neither party grants to the other party any license or right under any intellectual property rights and/or Information of such party other than expressly set out in these Terms and Conditions and/or Work Order.

7. Force majeure

- 7.1 Each party shall be excused from performance under the Work Order to the extent that it is prevented from performing any of its obligations pursuant to the Work Order, in whole or in part, as a result of any event of force majeure, war, civil disturbance, pandemic court order, or other cause beyond its reasonable control, government measures, provided on the occurrence and cessation of any such event, the party affected thereby shall promptly give a notice in writing to the other party of such occurrence or cessation.
- 7.2 If the force majeure conditions continue beyond six (6) weeks, either party shall be entitled to terminate the Work Order in accordance with clause 10.3 sub a. Any such non-performance shall not be a breach of the Work Order.

8. Personal data and data protection

- 8.1 In the performance of its obligations under a Work Order, Sponsor shall comply with all applicable laws and regulations with regard to the protection of the personal data relating to Sanquin (such as employees, customers, business relations and contact persons of Sanquin), in particular with the EU General Data Protection Regulation, the Dutch Telecommunications Act (Tw). Sponsor

shall process the personal data only to the extent necessary for the fulfilment of his obligations under a Work Order.

- 8.2 General obligations under the EU General Data Protection Regulation (GDPR). To the extent a Sponsor who stores, uses, accesses, retrieves or otherwise processes personal data is a processor. Sponsor will only process personal data after he has signed a data processing agreement with Sanquin on this. Sponsor will keep a register of the processing activities that he performs on behalf of Sanquin and, if applicable, under joint processing responsibility. If Sponsor processes large amounts of data, Sponsor will also set up the function of a data protection officer. Sponsor will, after instructions from Sanquin, implement the measures to help Sanquin comply with the rights of data subjects whose personal data are processed. Sponsor will allow both the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) and Sanquin to check Sponsor's compliance with the privacy rules. In the event of a conflict between Sanquin's instructions and legislation, Sponsor will inform Sanquin of this immediately so that the parties can find a solution that does not conflict with legislation.
- 8.3 Sub-processors and processing outside the EEA. Sponsor will not use sub-processors until he has received explicit prior written consent from Sanquin. Sponsor will not process personal data or have it processed by him or by third parties in countries outside the European Economic Area (EEA), unless he has received explicit prior written consent from Sanquin. These processing operations can only take place on the basis of a processing agreement based on the "EU standard contract clauses" for the transfer of personal data to processors established in third countries as described in Article 46, second paragraph, under c and d of the GDPR.
- 8.4 Data retention. Sponsor will destroy the personal data after the end of the legal data retention period, or return it to Sanquin.

9. Security requirements and data breaches

- 9.1 Technical and organisational security measures. In order to guarantee the confidentiality, integrity and availability of the data that Sponsor will process or to which Sponsor has access, Sponsor must take demonstrable, appropriate and effective technical and organisational security measures, which, in view of the current state of technology and the associated costs, correspond with the nature of the personal data to be processed. The purpose of such technical and organisational security measures is to protect the personal data against loss, unauthorized access, or any form of unlawful processing, as well as to guarantee the timely availability of the data. Sponsor acknowledges that Sanquin may demand that technical security measures are separately agreed by means of the Sanquin security policy. Parties may record the details in a separate security Annex. The technical and organizational security measures must include at least:
- a. measures to ensure that all authorised personnel have access to the personal data for the purposes described.
 - b. measures whereby Sponsor grants his personnel and sub-processors access to personal data only through registered accounts, where the use of those accounts is adequately logged and whereby those accounts only provide access to that personal data to which the access for the relevant person is necessary.
 - c. measures to protect the personal data against unintentional or unlawful destruction, unintended loss or alteration, unauthorized or unlawful storage, -processing, -access or -disclosure.
 - d. measures to identify weak spots with regard to the processing of personal data in the systems that are used to provide services to Sanquin.
 - e. measures to ensure the timely availability of the personal data.
 - f. measures to ensure that personal data are logically separated from the personal data that it processes for itself or on behalf of third parties.
 - g. measures that guarantee safe network connections.

- h. any other measures agreed by the Parties, as laid down in the data processing agreement between the Parties.
 - i. Sponsor ensures that personnel involved in the processing of personal data have signed a confidentiality agreement. At the request of Sanquin, Sponsor will provide access to this confidentiality agreement.
- 9.2 Monitor data breaches. Sponsor must actively monitor for data breaches such as breaches of the security measures. As soon as a data breach occurs, has occurred or could occur, Sponsor must inform Sanquin of this immediately and at the latest within 36 hours after discovery, both by telephone to its contact person at Sanquin and by email via dpo@sanquin.nl. Sponsor must provide all relevant information about:
- j. the nature of the data breach;
 - k. the affected or possibly affected personal data and data subjects;
 - l. the observed and probable consequences of the data breach; and
 - m. measures that have been or will be taken to resolve the data breach or to limit the consequences / damage as much as possible. Sponsor must investigate and rectify the infringement and limit the negative consequences of the infringement on the privacy of those involved. If Sponsor is established in another EU member state, Sponsor must also comply with the relevant and applicable privacy law of his country of establishment. Sponsor shall indemnify Sanquin for all costs incurred by Sanquin as a result of a data breach or other violation of personal data.

10. Term and termination of the Work Order

- 10.1 This Services shall commence upon the last signature date of the Work Order and shall continue, unless terminated earlier in accordance with clause 10, until Services have been provided.
- 10.2 Either party may, following a written notice of warning given to the other party of a Breach of the Work Order and failure or inability of that other party to remedy such Breach within thirty (30) days of such notice, forthwith terminate the Work Order by written notice to the other party. A "Breach" shall mean a failure to comply with any material provision of the Work Order and/or the Terms and Conditions which results in damages. This right of termination shall not preclude parties from recovering against the other party any damages that a party may suffer as a result of such Breach or claiming any other legal and/or equitable remedies up to the total amount the compensation for the Services as specified in the Work Order.
- 10.3 Each party is entitled, at its choice, to suspend its compliance with its commitment or to terminate the Work Order without prior notice by means of a written statement, without prejudice to the other party's right to claim compensation, among other things if:
- a. a situation involving *force majeure* arises within the meaning of clause 7 of these Terms and Conditions;
 - b. the other party applies for a suspension of payments;
 - c. the other party is declared bankrupt;
 - d. the other party's company is liquidated;
- 10.4 Either party may terminate the Work Order for reasons other than mentioned under 10.2 and 10.3 by giving sixty (60) days prior written notice to the other party.
- 10.5 The termination of the Work Order (howsoever arising) will be without prejudice to any rights and remedies which may have accrued to either party.
- 10.6 Upon any termination other than termination by Sponsor due to Sanquin material breach of the terms of these Terms and Conditions and/or any Work Order, Sponsor shall pay Sanquin for all Services performed and all non-cancellable expenses as specified by Sanquin. If a study as specified in the Work Order is postponed or cancelled after the Work Order is signed, the actual

costs incurred by Sanquin for preparation time, study plan, supplies etc, shall be charged to Sponsor.

In addition, costs shall be charged to Sponsor, in case for cancellation and/or postponement of the study by Sponsor which result in an “unplanned inactivity” for Sanquin, for Sanquin staff according to the following scheme:

- Postponement/cancellation > 2 months before the start of the study: 15% of the value of the Work Order;
- Postponement/cancellation between 1 and 2 months before the start of the study: 20% of the value of the Work Order;
- Postponement/cancellation < 1 month before the start of the study: 25% of the value of the Work Order.
- Postponement/cancellation during the study: 25% of the remaining value of the Work Order.

Invoice and payment of these cost shall be done according to clause 4 of these Terms and Conditions.

10.8 The following clauses in this Terms and Conditions will continue to be enforceable notwithstanding termination or expiry of the Work Order: Clauses 3, 4, 5, 6, 8, 9, 10, 11 and 14.

11. Confidentiality

11.1 Parties may obtain access to information of the other Party of which it is apparent that it is considered confidential by that Party (“Confidential Information”). Parties agree not to use the other party’s Confidential Information for any purpose other than provision of the Services or disclose, directly or indirectly, that Confidential Information to any third person or entity, other than to its employees and advisors who reasonably require access to such Confidential Information for provision or enjoyment of the Services and who are bound by obligations of confidentiality no less onerous than those set out in this Terms and Conditions, provided that such party shall be liable to the other party for any acts or omissions of any person to whom such party has disclosed the Confidential Information of the other party, that would, if effected by such party, constitute a breach of the Work Order and/or the Terms and Conditions.

11.2 The obligations of confidentiality and non-use contained in this clause shall not apply to information which: (i) was known to the party receiving it, prior to receipt hereunder as set forth in written records; or (ii) at the time of disclosure to the party receiving it, was generally available to the public, or which after disclosure hereunder, becomes generally available to the public, through no fault of the Party receiving it; or (iii) was independently developed by the other party, prior to receipt hereunder as set forth in written records; or (iv) is hereafter made available to the party receiving it by any third-party having a right to do so on a non-confidential basis as evidenced by written records.

11.3 In the event that the party that has received the other party’s Confidential Information is required by law, regulation, subpoena, government order or judicial order to disclose Confidential Information it may do so, provided he shall promptly notify the other Party upon such request for disclosure and prior to such disclosure to permit the other Party to oppose same by appropriate legal action.

12. Sponsor materials

12.1 Any biological and chemical materials made available by Sponsor (“**Sponsor Materials**”) to Sanquin will be used for the Services and stored as described in the Work Order only. Delivery of the Sponsor Materials shall be the responsibility of the Sponsor as described in the Work Order.

12.2 No express or implied licenses or other rights are provided to Sanquin, or its Affiliate, for usage of Sponsor Materials and Results for any purpose other than the performance of the Work Order.

12.3 Sponsor undertakes and procures that all required informed consent have been properly obtained and registered for any Sponsor Materials provided to Sanquin under the Work Order and that it will notify Sanquin promptly in case an informed consent has been withdrawn.

13. Final provisions

- 13.1 If one or more provisions contained in these Terms and Conditions or any other agreement are contrary to any applicable mandatory provision of law, the provision in question will lapse and it will be replaced with a new equivalent provision, to be determined by the parties, that is permissible under the law.
- 13.2 If one or more provisions contained in these Terms and Conditions are contrary to the terms and conditions in the Work Order, the provision in the Work Order shall prevail.
- 13.3 Sanquin's relationship with Sponsor is, and will at all times be, that of an independent contractor, and nothing in the Work Order shall be construed to designate Sanquin as an employee, agent, partner of, or joint venture with Sponsor.

14. Applicable law

Work Order to be concluded pursuant to these Terms and Conditions are at all times governed exclusively by Dutch law. Any dispute that cannot be resolved in consultation will be submitted to the competent court of Amsterdam.