

GENERAL TERMS AND CONDITIONS | BRIGHTLABS B.V.

1. DEFINITIONS

- 1.1. Contractor: Brightlabs B.V., hereafter named Brightlabs, has its headquarters located at Villafloraweg 1, 5928 SZ in Venlo. Brightlabs is registered under the Chamber of Commerce registration number (KvK-nummer) 64122719.
- 1.2. **Client:** any natural or legal person on whose instructions Brightlabs performs services to.
- 1.3. **Agreement:** all services mentioned and/or described in an (framework)agreement (which can be but are not limited to), a signed offer, contract, pricelist or quotation between Brightlabs and the Client.
- 1.4. **Services:** the request from the Client to Brightlabs to perform the conduct of research and/or performance of analyses and/or supply of products and/or provision of advice and provision of services, all in the broadest sense of the words and within the work field of Brightlabs.

2. GENERAL

- 2.1. These general terms and conditions apply to all offers and/or quotations, (framework) agreements and services whereby Brightlabs provides and/or performs services of any nature whatsoever, even if they are not described in these terms and conditions, unless the parties explicitly agreed otherwise in writing. By ordering any of Brightlabs's products or Services, a Client accepts that these are bound by these terms and conditions.
- 2.2. A reference by the Client to its own or any other terms and conditions is not accepted by Brightlabs and is therefore not applicable, unless accepted in writing by Brightlabs.
- 2.3. By sending in samples the Client agrees with these general terms and conditions and this will be regarded as a conclusion of the agreement.
- 2.4. If one or more provisions of these general terms and conditions are null, become void or is annulled, the remaining provisions remain fully applicable.
- 2.5. Without prejudice to the provisions of article 2.4, the provisions of these general terms and conditions prevail if a conflict should arise about any of the arrangements made by parties, unless parties have explicitly departed from these terms a conditions in writing, with reference to these terms and conditions.

3. OFFERS AND QUOTATIONS

- 3.1. All offers and/or quotations made by or on behalf of Brightlabs, are without obligation, unless stated otherwise in writing. Brightlabs reserves the right to refuse orders.
- 3.2. If the acceptance deviates from the offer, then Brightlabs is not bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, unless stated otherwise in writing.
- 3.3. If the services are provided on a fee basis, Brightlabs will include the (hourly)rates and additional costs in the (framework)agreement.
- 3.4. Offers and/or quotations are based on the data and/or information provided by the Client. Client guarantees the correctness and completeness of the data and/or information provided. If it should appear that the data and/or information provided by the Client for the purpose of the offer and/or quotation are incomplete and/or incorrect, this will be at the expense and risk of the Client.
- 3.5. Obvious mistakes or errors in offers, agreements or e-mail messages from Brightlabs are not binding on Brightlabs.
- 3.6. Quotes, prices and rates do not automatically apply to future assignments or agreements between the Client and Brightlabs.

4. (FRAMEWORK) AGREEMENT

- 4.1. Brightlabs determines, at its own discretion, the procedure, working method and equipment with which the agreed work is to be carried out. If Brightlabs explicitly follows the Client's requests or instructions, the Client bears the sole responsibility for this. The Client indemnifies Brightlabs against all consequences thereof.
- 4.2. Brightlabs shall be free to assign and change an employee of its choice for the performance of the Agreement. Brightlabs is also authorized to use third parties in the performance of the Agreement

- 4.3. Due to the uncertainty of the delivery of samples or material according to the necessary timelines, the availability of critical reagents to conduct the studies, and other unforeseeable events, the delivery dates and turnaround times provided by Brightlabs to the Client are best estimates and do not constitute a commitment by Brightlabs. Nevertheless, Brightlabs shall make commercially reasonable efforts to meet the agreed upon project deadlines. Notwithstanding, if a (framework)agreement is entered into between the Client and Brightlabs, it will apply for the agreed period as laid down in writing in the Agreement. If the parties wish to conclude a (framework)agreement for an indefinite period, this must be explicitly laid down in writing in the Agreement.
- 4.4. Brightlabs Brightlabs performs all Services with care to the best of its ability, where applicable in accordance with the arrangements and procedures agreed on with the Client in writing. All Services provided by Brightlabs are performed on the basis of an best-efforts obligation unless insofar as Brightlabs has explicitly promised a result in the written Agreement and the result concerned has been described in the Agreement in a sufficiently precise manner.
- 4.5. Changes to the (framework) Agreement and/or deviations from these terms and conditions will only be effective if they have been agreed in writing or confirmed in writing by Brightlabs and Client. If deviations or changes lead to an increase in costs, Brightlabs is entitled to pass on these costs to the Client.
- 4.6. If Brightlabs cooperates with a third party designated by the Client in the performance of the Agreement, Brightlabs can never be held responsible for the acts and/or omissions of this third party.
- 4.7. The client and Brightlabs each have the right to terminate a (framework)agreement. Termination must be effected by registered written notification, stating the reasons for the termination and the date of the termination. In the case of a (framework)agreement for a fixed term, a notice period of 2 months applies to both parties, while in the case of a (framework)agreement for an indefinite period, a notice period of 6 months must be observed by the terminating party.
- 4.8. If the client terminates the (framework)agreement, the client is obliged to reimburse Brightlabs with the fee according to the status of services at the end of the agreement, costs incurred at the end of the Agreement and costs related to the engagement of third parties.
- 4.9. Brightlabs has the right, without any notice of default and without judicial intervention, either to suspend the execution of the (framework)agreement until further notice, or to dissolve the Agreement in whole or in part, without being obliged to pay any compensation in the event whenever:
 - a. The client does not properly or not timely fulfill any obligation(s) from the Agreement(s) concluded with Brightlabs;
 - b. There is reasonable doubt as to whether the Client is able to fulfill its obligation(s) arising from the Agreement(s) concluded with the Brightlabs;
 - c. Bankruptcy of the client, suspension of payment, debt rescheduling or shutdown, liquidation or full or partial transfer of the Client's company.
- 4.10. Promptly after the analysis and/or Services have been performed, the results shall be sent to the Client by e-mail or other electronic means, to the attention of the person(s) indicated by the Client in the sample submission form (as per paragraph 6.3.). An additional charge may be made for the provision of a hard copy of the results or when changes need to be made in the report because of an error made by the Client.
- 4.11. The reports drawn up by Brightlabs can only be used for the purposes specifically assigned to the report in question. Brightlabs shall bear no liability whatsoever for the contents of its reports if these are used for purposes other than those for which the report was drawn up. Any possible publication of analysis results shall always be under the full responsibility of the Client, who shall indemnify Brightlabs against all consequences and/or claims of third parties acting on the basis of the communicated analysis results or placing their trust therein. The report is one and indivisible and may in no case be used partially or split up. It relates only to the sample analyzed by Brightlabs. Brightlabs cannot be held responsible if the sampling plan and/or the analysis scope prove to be inadequate.
- 4.12. Changes and/or additions to the assignment given only apply if the Client has provided these to Brightlabs in writing in a timely and clear manner. If changes and/or additions to the assignment lead to an increase in costs, Brightlabs is entitled to pass on these costs to the Client.

5. PRICES AND PAYMENTS

- 5.1. All prices are exclusive of sales tax (VAT) and other government levies and are based on the applicable taxes and duties in force on the date of invoicing. All prices quoted by Brightlabs are in euros and Client must pay in euros.
- 5.2. Unless the Parties explicitly agree otherwise in writing, all reasonable costs associated within the Agreement related to the services performed by Brightlabs under these terms and conditions, including, but not limited to meetings outside the facility, additional documentation not documented in the work order, shall be paid by the Client. The Client shall be responsible for all such costs including, but not limited to, hourly charge for persons responding to requests, travel, lodging, mileage, attorney's preparation of any person called to testify and associated fees and all other reasonable expenses associated with any such requests.
- 5.3. The Brightlabs is entitled to require payment of up to one hundred percent (100%) of the quoted order price as a condition of acceptance.
- 5.4. Brightlabs reserves the right to partial invoice the performed activities.
- 5.5. Brightlabs' invoices should be paid as soon as possible and at last within 30 calendar days from invoice date. If the client fails to pay the full invoice amount within this period (unless the Parties have explicitly agreed another term in writing), the Client shall be in default by operation of law, and Brightlabs shall be entitled, without prejudice to its other rights, to an interest rate of 1% per month on the applicable invoice amount from the date of default until the date of payment in full.
- 5.6. In the event of late payment of a due and payable invoice amount, the Client shall compensate Brightlabs for the collection of this due and payable invoice amount, which shall in any event include (but not limited to) full compensation of extrajudicial and judicial collection costs, including the costs of engaging legal assistance (e.g. lawyers, bailiffs and collection firms).
- 5.7. Invoices are paid by (electronic) bank transfer or by direct debit. Any other method of payment requires the prior written consent of Brightlabs. The Client undertakes to provide details of his bank account (such as IBAN numbers) when requested by Brightlabs. Brightlabs is entitled to demand payment of the full invoiced amount quoted as a condition for acceptance of an order.

6. OBLIGATIONS

- 6.1. The Client shall inform Brightlabs of any dangers that may occur during the performance of the Agreement. This includes, but is not limited to, data safety sheet, OEB classification of the material, or other information related to safe handling of the sample material. Working with highly potent or toxic material may need for extra safety measures, these addition cost shall be passed on to the client.
- 6.2. The Client shall inform Brightlabs if the sample is a controlled substance / opiate. For the registration of controlled substance / opiate additional cost can be made and shall be passed on to the client. All controlled substance / opiates shall be accompanied by an opiate delivery note which includes the number of samples and their net and gross weight. Brightlabs shall not accept the samples without an opiate delivery note.
- 6.3. All samples or other material needed for the Services, shall be accompanied with a sample submission form when sent in. Brightlabs shall not accept the samples and shall not start with the execution of the agreed Services without a sample submission form. If the information required for the execution of the Agreement has not been provided to Brightlabs in time, Brightlabs has the right to suspend the execution of the Agreement and/or to charge the Client for the additional costs resulting from the delay in accordance with the customary rates.
- 6.4. The Client warrants the accuracy, completeness, updating and reliability of the information provided to the Brightlabs, even if such information originates from third parties. If at any time data are not or no longer correct, complete, current and / or reliable, the Client will immediately take all actions to rectify this and will inform the Brightlabs as soon as possible in writing.
- 6.5. If the Agreement relates to the examination of samples supplied by the Client, the Client will be responsible for the selection, representativeness, indications of codes, brand and product names and for making the samples available to Brightlabs. The samples must be in such a condition that the preparation of reports or analyses is possible without problems. Brightlabs shall be entitled to carry out a preliminary investigation into the condition of the samples or materials before proceeding to process the samples or draw up a report. The costs of this preliminary

investigation shall be borne by the Client if it appears that the samples or materials are unsatisfactory. If the preliminary investigation shows that analysis is not possible or is only possible under less favorable conditions than originally anticipated - e.g. impurities in the materials, mixing, degradation of the material - Brightlabs will be entitled to cancel the order to suspend its execution or this can be considered as changes and/or additions to the assignment lead to an increase in costs in which case the costs incurred by Brightlabs will be borne by the Client.

- 6.6. Unless otherwise agreed in writing, all samples shall become the property of Brightlabs. The Brightlabs may remove or destroy the samples immediately after the analysis has been carried out but will be kept for another 30 days.
- 6.7. The Client is obliged to inform Brightlabs in writing without delay of any facts and circumstances that may be relevant in connection with the performance of the Agreement.
- 6.8. The Client must in all cases check the results, interpretations, assessments and conclusions provided by the Brightlabs himself if he wishes to rely on them in important matters, and does so at his own risk.
- 6.9. The Client shall indemnify the Brightlabs against any claims by third parties, such as the third parties engaged by the Brightlabs, who suffer damage in connection with the performance of the Agreement and which is attributable to the Client.
- 6.10. If the Client has not, not timely or not completely fulfilled his obligations towards Brightlabs or acts unlawfully towards Brightlabs, Brightlabs has the right to charge the Client for the costs and/or damage resulting from this and Brightlabs has the right to suspend the execution of her work.

7. Warranties and liability

- 7.1. Services are performed according to the methods developed and current state of technology applicable by Brightlabs at the time of execution. Analyses, results, interpretations, assessments, advice and conclusions drawn up during the performance of the Services are in accordance with the standards of due care applicable in business transactions. Although all analysis are performed under the highest care, Brightlabs cannot guarantee that these analyses, their results, calculations, interpretations, assessments, advice and conclusions are always fully correct, as they depend on the at that time applicable facts, knowledge and available information, and can be influenced by the quality of the samples supplied and/or the follow-up and information given by the Client.
- 7.2. Each analytical report relates exclusively to the sample analyzed by Brightlabs. Brightlabs cannot be held responsible for deviations in the results related to sample inhomogeneity, stability of the material or the manner in which the samples have been taken.
- 7.3. The Client is responsible for the correct delivery of the samples sent to Brightlabs. The transport of the samples, from the time of dispatch to the time of delivery at the offices of or at the laboratories of Brightlabs, shall be entirely at the expense and risk of the Client, unless clearly agreed on differently in writing. The Client is at all times obliged to ensure the safety, packaging and insurance of the samples. Brightlabs will handle and store the samples in accordance with the standards of due diligence applicable in business transactions, but cannot be held liable for the loss or destruction of samples, even after their receipt in her laboratories.
- 7.4. The Client warrants that all samples are in a stable and safe condition and undertakes to indemnify Brightlabs against all damage, injury, claims and costs incurred by Brightlabs, its Affiliates or its employees as a result of an unsafe and/or unstable condition of a sample. Any communication made by the Client (whether or not stated on a sample or any order form) concerning an identified problem with a sample does not in any way affect the obligation given this article.
- 7.5. If the samples are taken by an employee of Brightlabs and/or by a third party engaged by Brightlabs, the Client guarantees that this employee or third party will be fully and correctly instructed on the applicable risks and the safety regulations to be observed. With regard to the sampling, the Client undertakes to indemnify Brightlabs and/or its employee and/or the third person for all damage, injury, claims and costs suffered by the aforementioned as a result of an accident at the sampling location and/or damage caused by the absence of adequate instructions.
- 7.6. If the samples contain dangerous substances or otherwise pose a risk, the Client shall at all times inform Brightlabs thereof in writing prior to dispatch and shall provide the samples, packaging and boxes with appropriate markings as well as any other (additional) safety measures that may reasonably be deemed desirable from the point of view of (public) safety and health. If the Client breaches the aforementioned obligation, it shall forfeit to Brightlabs an

immediately payable penalty of EUR 10,000 (in words: ten thousand euros) for each separate breach as well as an amount of EUR 2,000 (in words: two thousand euros) for each day that a breach continues, without prejudice to Brightlabs' right to claim full damages - in addition to the forfeited penalty - and/or to use any other legal remedies to which Brightlabs may be entitled.

- 7.7. The Client shall indemnify and hold Brightlabs harmless against all claims of third parties relating in any way whatsoever to the Client, its Order(s) and/or its Sample(s), whether or not as a result of any shortcoming on the part of the Client under the Agreement.
- 7.8. Brightlabs' total liability for an imputable failure in the performance of the Agreement or arising from any other legal basis whatsoever, explicitly including each and every failure to meet a guarantee or indemnification obligation agreed with Client, is limited to the compensation of damages as follows
 - a. Direct damage (including material damage to goods) is limited to a maximum of the price stipulated in the Agreement in question (excluding VAT). If the Agreement is a (framework)agreement or mainly a continuing performance contract with the duration of more than six months, the price stipulated for the Agreement is set at the total sum of the payments (excluding VAT) stipulated for six months. In no event does Brightlabs' total liability for any damage, on any legal basis whatsoever, exceed EUR 25.000,00 (twentyfivethousand euros).
 - b. Liability for indirect damage, consequential loss, loss of profits, lost savings, reduced goodwill, higher costs of production, environmental damages, loss due to business interruption, loss as a result of claims of Client's clients, and liability for corruption, destruction or loss of data or information, is explicitly excluded.
 - c. Brightlabs' total liability for any damage arising from death or bodily injury, is limited to the maximum of the amount paid under Brightlabs' liability insurance policy for the incident in question (plus the excess under the policy) and, in the absence of liability insurance or in the absence of cover under the liability insurance policy, in any event to a maximum of € 100.000.00 (one hundred thousand euros).
- 7.9. The exclusions and limitations referred to in this article cease to apply if and insofar as the damage is caused by intent or deliberate recklessness on the part of Brightlabs' management.
- 7.10. Unless performance by Brightlabs is permanently impossible, Brightlabs is exclusively liable for an imputable failure in the performance of the Agreement if Client promptly serves Brightlabs with a written notice of default, granting Brightlabs a reasonable period of time to remedy the breach, and Brightlabs should still imputably fail to meet its obligations after that reasonable term has passed.
- 7.11. The right to compensation of damages exclusively arises if Client reports the damage to Brightlabs in writing at the latest within 8 (eight) working days after the alleged damage has occurred.
- 7.12. Any claim for compensation of damages filed against Brightlabs lapses by the mere expiry of a period of 12 (twelve) months following the inception of the claim, unless Client has already instituted a legal action for damages prior to the expiry of this term.
- 7.13. The provisions of this article and all other exclusions and limitations of liability referred to in these general terms and conditions also apply in favor of all natural persons and legal persons that Brightlabs contracts for the performance of the Agreement, including employees and third parties.

8. Force majeure

- 8.1. Brightlabs cannot be held liable for any shortcoming if this shortcoming is related to a Force Majeure situation.
- 8.2. Circumstances beyond Brightlabs' control include, among other circumstances:
 - a. circumstances beyond the control of Brightlabs' suppliers;
 - b. the failure by Brightlabs to properly meet obligations that were contracted by Brightlabs on the instructions of Client;
 - c. defects in goods, hardware, software, data, materials of third parties that Brightlabs uses on the instruction of Client;
 - d. measures by public authorities;
 - e. power failures or machine or computer breakdowns, computer viruses or damage to data or files (whether or not stored externally);
 - f. war, threat of war, civil war, terrorism, epidemics, pandemics, riots, acts of war, fire, explosions;
 - g. excessive price increases, strikes, work stoppages, lock-outs, import and export restrictions;

- h. extreme weather conditions, natural disasters, lightning strikes, water damage, flooding;
 - i. interruptions in the supply of gas, water and/or electricity, breakdowns in computer networks, data networks, telecommunication facilities or the internet;
 - j. transport and traffic problems.
- 8.3. Brightlabs may suspend the obligations under the Agreement during the period that the Force Majeure situation continues. If the Force Majeure situation lasts longer than three months, either Party is entitled to terminate the Agreement, without any obligation to pay damages to the other Party.
- 8.4. To the extent that Brightlabs has partially fulfilled its obligations under the Agreement at the time when a Force Majeure situation occurs, Brightlabs shall be entitled to separately invoice the part already performed or to be performed.

9. Confidentiality

- 9.1. With respect to (the content of) any confidential information made available by Brightlabs to the Client or vice versa, both Parties:
- a. will not use or acquire this confidential information for any purpose other than those specified in the Agreement;
 - b. will uphold the confidentiality of the confidential information;
 - c. will not use the confidential information in any way that has an adverse effect on Brightlabs or will result in (additional) competition with Brightlabs.
- 9.2. Information which:
- a. can be obtained from a generally accessible source;
 - b. has been developed by the Client without use of the confidential information or;
 - c. has been lawfully obtained by the receiving party from a third party, shall not be regarded as confidential information.
- 9.3. Each Party shall store the confidential information with care and ensure that third parties do not gain access to or knowledge of it. This obligation is also understood to mean that the parties will ensure adequate (digital) security measures.
- 9.4. At Brightlabs' first request the Client shall return all confidential information to Brightlabs (including all copies thereof) or (if so requested by Brightlabs) the Client shall destroy the confidential information and all copies in its possession. The Client shall, if so requested by Brightlabs, send a written statement to Brightlabs in which the Client declares that it no longer has confidential information at its disposal, except for the information it is required to keep at its disposal on the basis of legal administration requirements.
- 9.5. The Client shall not use the name or any form of written expression of Brightlabs (in particular, not limited to, the Brightlabs logo) for promotional or other purposes, unless Brightlabs has given its prior written consent to the Client.

10. (Intellectual) property rights

- 10.1. All background intellectual property rights (meaning intellectual property rights developed before or independent of this Agreement and any information embodying proprietary data such as technical data and computer software) of a party introduced or disclosed to the other party for the purposes of the fulfilment of the Agreement, shall remain the property of the party introducing and/or disclosing the same. The parties agree that the use of such background intellectual property shall be limited to performing each party's obligations under this Agreement.
- 10.2. The Client is entitled to use the (test) results, conclusions, advice or findings arising from the Services performed for its own use and within the intended purpose of the Agreement. Any (other) (background) intellectual property rights of Brightlabs are only transferred to the Client if and when the Client and Brightlabs have agreed upon in writing the sale and transfer thereof.
- 10.3. With regard to other intellectual property rights (contained in documentation, reports and other carriers of intellectual property rights), no transfer shall be effected except (if necessary for the performance of the Services and/or the Agreement) in connection with Brightlabs taking cognizance thereof. The Client is obliged to obtain prior written permission from Brightlabs if the Client wishes to reproduce, publish or otherwise incorporate such

documents in other information carriers including (but not limited to) books, publications, websites, advertisements, software and film material.

10.4. Insofar as Brightlabs is required to make use of (intellectual) (property) rights that it does not own for the performance of the Services requested, the Client guarantees that the performance of the Services does not lead to any infringement of these rights, and the Client indemnifies Brightlabs against claims from third parties who see to it that Brightlabs does not infringe these rights.

10.5. The Client explicitly agrees that Brightlabs may use the data, process (static) data resulting from the data (analysis), to generate models, reports, dashboards and/or other forms of conclusions that can be drawn from the sample (analysis) for internal purposes like quality related monitoring programs or similar.

11. APPLICABLE LAW AND COMPETENT COURT

11.1. These general terms and conditions and any agreement between the Brightlabs and the Client shall be governed by Dutch law.

11.2. All disputes between the Client and the Contracted Party which may arise as a result of or in connection with these general terms and conditions or the agreement will be settled by the competent court in the district where the Brightlabs has its registered office, to the exclusion of any other.