



CONTRACT AND TERMS OF SERVICE

1. Generalities

- i. Theranomics SAS de CV ("Theranomics" and/or the company) located at Alethe 13, Col. Bosques de Tarango, Álvaro Obregón, Mexico City, 01580, Mexico focuses on intermediation/brokerage for the provision of medical services and molecular analysis of patients with diseases/health conditions with genomic implications (eg cancer, reproduction and genetic diseases to name a few).
- ii. This contract is constantly modified according to the needs of Theranomics and are applicable to all contractual relationships between it and its clients.
- iii. Any provision, modification, concession to this document will not be applicable or valid unless they have a written document of mutual agreement, validated and signed by the legal representative of Theranomics.
- iv. From now on, the services and products marketed by Theranomics, as well as their respective brands, are applied, protected and accepted under the Terms and Conditions and Privacy Notice that can be found on the Theranomics website.

2. Definitions

Agreement/contract: Any agreement or contractual relationship (including non-commercial and research relationships to name a few) entered into or to be entered between Theranomics, the client and/or the partner/supplier for the fulfillment of the delivery of the services.

Study/analysis: Any chemical, physical and biological processing performed on a patient's sample in order to obtain and/or facilitate diagnosis, prediction of response to treatment and/or prognosis.

Partner/supplier: Any health professional and/or company with which Theranomics has a contractual relationship and which processes, analyzes and safeguards the patient samples that are referred to it, as well as can interpret and provide conclusions according to the results of molecular studies, carried out on these.

Client: Beneficiary of the services intermediated/brokered by the company. These may be prescribing physicians, patients, individuals with business and professional activities, duly constituted non-profit companies and/or groups with a good legal and fiscal reputation in their territories and demarcations where they carry out their activities.

Patient: Any individual whose sample has been referred for analysis to Theranomics according to any of the services that it offers.

Prescribing Physician: Medical professional who is legally qualified and has the appropriate certifications to request the performance of a molecular study for a patient in order to reach a diagnosis, prediction of response to treatment and/or prognosis.



Sample: Biological material from the patient (DNA, buccal swabs, tumor sample, blood, etc.) necessary to carry out the requested analysis.

Services: Any benefit or activity carried out by Theranomics, its employees, partners and/or suppliers related to the provision of health services and/or molecular analysis.

Report: Any physical and/or electronic document associated with the interpretation and/or analysis of the study requested and performed on the patient's sample.

Website: also referred to as a webpage, with the address theranomics.bio, which may change over time according to the needs of Theranomics.

Parties: Group made up by the Client and the Company.

3. Terms of service

- i. All Theranomics offers regarding services advertised on its website and/or through written quotes or virtual means (email) are free of any obligation and are not binding unless they include some term of acceptance by the company. Each quote and/or offer will be valid for 30 calendar days unless otherwise specified.
- ii. All offers and quotes include VAT. Packaging, shipping and/or administration costs may not be included and may be incorporated and itemized at Theranomics' discretion.
- iii. Any study request, whether received in writing or by virtual means, may be invalidated if it does not meet the minimum requirements established by the company or the expectations of this by the patient and/or prescribing physician deviate from the objective and scope of the study required.
- iv. Some of Theranomics services will be considered terminated and therefore the client (prescribing physician and/or patient) releases the company from subsequent legal responsibilities, after the issuance of the results of the requested analysis.
- v. No study can be canceled once the sample has started processing, either by Theranomics and/or any of its partners/suppliers. This includes the shipment of the sample to the facilities of the company's partners.
- vi. All studies must be requested by a prescribing physician through the formats that Theranomics makes available to the public and can be submitted physically or virtually. In case of not receiving the forms described above and/or relevant clinical information for the correct interpretation of the results, the sample will not be processed until they are received, and Theranomics may cancel the study without liability for the latter.
- vii. The samples must be sent in the conditions and quantities described by Theranomics for their correct processing and must be accompanied by the signed informed consent. Failure to comply with this may lead to delays in sample processing and even cancellation of the study, without any liability to the company.
- viii. Theranomics will send the results of the requested analyzes to the prescribing physician via virtual means. Such reports are not intended to replace the prescriber's judgment and advice, as they are in addition to all medical information about the patient's current condition. It is the decision and responsibility of the prescribing physician to take into account the results of the analysis and as



well as the derivations of said decision in the impact regarding the treatment and therapeutic course.

- ix. In case of requiring additional studies and/or processing by Theranomics and/or its partners/suppliers to achieve the objective of the study and always ensuring the integrity of the patient, they have the right to demand reasonable payment to cover said additional expenses.
- x. Any change in the report, including paraphrasing, modifications to the wording, alterations or elimination of trademarks, isotypes, logos, etc. on behalf of the recipient of the report, definitively releases Theranomics from any responsibility.
- xi. In case of uncertainties, deficiencies, spelling errors and/or others, the prescribing physician must immediately notify Theranomics by any available means (email, telephone, etc.) to request clarifications. The company must proceed expeditiously with an investigation of the reason for said discrepancy and, if applicable, modify the report originally sent.
- xii. All preparation, handling and processing of samples by Theranomics and/or its partners/suppliers for the performance of the requested analyzes are carried out under the relevant standards and precautions. However, due to the scientific-clinical frontier on which the services provided by the company are based, sometimes the results of said analyzes may not be accurate due to a variety of factors such as: lack of relevant clinical information, inadequate conditions of the biological material provided for the study, flaws in the quality of the supplies and instruments used by the suppliers to carry out the study and other reasons and reasons that cannot be foreseen, known and/or prevented by the company and its partners in advance. For these cases none of the above shall be responsible for missing, imprecise and/or erroneous results.
- xiii. By making a study request to Theranomics, the prescribing physician and the patient understand and accept the company's Privacy Notice and the handling of sensitive data described therein, as well as in the Informed Consent, for which they assign to Theranomics and its partners the right to store, retain and use said information and that associated with it, such as clinical history and results of other tests, anonymizing it in such a way that the identity of the patient is protected.

4. General provisions

- i. By accessing this contract, the client and the company agree to comply with the laws, rules, agreements, regulations, etc. applicable to the exercise of the present and adhere to the practices of good clinical practice. Each party is responsible for obtaining all the necessary and relevant permits, consents and approvals for the exercise of said contractual relationship defined herein.
- ii. Both the client and the company confirm that they have no conflicts of interest or any other provision for the exercise of this contract, such as legal suits, that prevent or reduce their abilities to properly exercise the obligations and rights presented in this document.
- iii. All the intellectual property of the services intermediated by the company belongs to it and/or its partners, so the client will not have to claim authority over it, and which includes, but is not limited to: names, logos, isotypes, commercial notices or "slogans", names of products and services and everything that encompasses their corporate identities, to name a few. In the event that the client violates said clause, the company has the power to terminate the agreement without the need to notify the client, claim compensation for damages, reserving the right to incur future legal actions. The same applies in the event of an attempt to register similar intellectual property by the client and or any parties related to it, that could be confused with what is the intellectual property of Theranomics.
- iv. Customer may use the trademarks, copyrights and logos of Theranomics and reports provided under the scope of services provided only as established by Theranomics. Prior to any such use, Customer shall, in writing and/or online, provide Theranomics with copies of such materials at



least ten (10) business days prior to posting and/or use in order to obtain prior approval. Theranomics will not unreasonably withhold or delay approval of such materials.

- v. Partner shall not advertise, promote or sell products or services under any trademark, trade name or logo other than under the trademark of the service provided by Theranomics.
- vi. The dates and periods of delivery of results for the services purchased are estimates and do not constitute a term or condition.
- vii. Theranomics will make every effort to provide the services within the estimated timeframes communicated on the website or as agreed in the quote. In the event of any unforeseen event that delays the delivery of results, Theranomics will notify the client as soon as possible. The period for delivery of results will be extended as a result of this depending on the seriousness of the circumstance and although the company will make all reasonable efforts to comply with any time estimate, it reserves the right to modify said estimate if it is absolutely necessary.
- viii. Failure by Theranomics to deliver one or more results on time does not entitle the client to claim compensation, terminate or suspend the study, or payment for the study.
- ix. Theranomics may withhold any additional provision of services if there are overdue invoices and the client does not make such payment within (30) calendar days from the issuance of the invoice unless otherwise agreed in a written quote. or modification to this contract.

5. Prices and payment terms

- i. Theranomics will invoice the client for the services requested and provided, according to the quote delivered and agreed upon, or according to what is established in the price list to the public. The possible discounts will be determined in each case in writing in a quote.
- ii. Theranomics will invoice the client for the provision of services in euros, dollars or Mexican pesos, as agreed for each case in writing through the quote.
- iii. Any provision of services must be paid prior to its completion.
It is at Theranomics' discretion to require advance payments from the Client, as well as the determination of credit grant and extension.
- iv. The client will pay each invoice, when credit is granted, within a period not exceeding 30 calendar days after the issuance of the respective invoice, by credit card, check and/or interbank transfer to the account specified by Theranomics, being responsible for any commission or charge that the banking institutions apply.
- v. Prices do not include transportation costs, merchandise insurance, customs duties, or other similar taxes, unless specified in writing in the quote.
- vi. In case of late payments, Theranomics will be entitled to claim interest on the amount owed with a monthly interest rate higher by 0.3% to the monthly interest rate determined by the Central Bank of Mexico.

6. Confidentiality obligations

- i. The parties may, for purposes of the implementation and execution of this contract, exchange or disclose non-public information and/or data of a sensitive nature that will be treated as confidential information, adhering to the confidentiality agreement that Theranomics has available.
- ii. Unless otherwise agreed in writing, whoever receives confidential information will only use it for the purposes stipulated in this contract, sharing it only with those of its employees who have a need to know it, and without disclosing or sharing it with third parties without the consent of the



business. The parties will also treat the details of this contract, as well as the details of negotiations, strictly confidential.

- iii. The aforementioned confidentiality obligations will not apply to any information that must be disclosed by applicable law or order of a court of competent jurisdiction. In either case, if one of the parties is required to make such a disclosure, it must immediately notify the other party in writing of such obligation.
- iv. Without detracting from the generality of the foregoing, the Parties further expressly agree to maintain the confidentiality of data with respect to the personal data of Patients. Customer will ensure that its obligations to Theranomics hereunder do not conflict with any data protection regulations to which it is subject.

7. Exceptions/Force Majeure

- i. If the client or the company cannot comply with their contractual obligations under the terms hereof due to force majeure, they will be exempt from compliance with the obligation, for the duration of the force majeure event; however, they must immediately inform the other party in writing.
- ii. Force majeure refers to all unavoidable and unforeseeable events beyond the reasonable control of the affected party that prevent or delay the total or partial execution of the obligations of this contract. Said events shall include, among others, earthquakes, typhoons, floods, fires, wars, failures in national and international transportation, acts and decrees of government or public agencies, epidemics, civil unrest, strikes, lockouts and other events that are accepted as force majeure in general international business practice.
- iii. In case of force majeure, the company and the client will consult immediately to find an equitable solution and will use all reasonable means to minimize the consequences of said force majeure. If the consequences of force majeure materially and adversely affect the rights of any of the above and they have not found an equitable solution within a period of six months after the occurrence of the force majeure event, then the affected party may terminate the contract.

8. Termination

This contract may be terminated for the following reasons:

- i. Expiration date agreed during the celebration.
 - ii. By common written agreement between the Parties;
 - iii. For justified reasons with immediate effect, stated by one of the parties. Good cause for termination by Theranomics will exist if Partner breaches any of its obligations under this Agreement and such breach is not corrected within thirty (30) days of Company's written notice;
 - iv. By Theranomics, if the client has not paid three (3) consecutive invoices.
- a. Unless the Agreement is terminated due to a default by the client, all studies ordered prior to the termination of this agreement shall be performed and are subject to the terms hereof, even if the agreed delivery dates are after termination.
 - b. Upon termination of this Agreement for breach of Customer, Theranomics may, at its discretion, cancel or terminate any pending study request. In the event that Theranomics decides to carry out the study, the client is obliged to pay the agreed price for the services performed.



- c. The rights and duties established during the term of this contract will continue to apply after the termination or expiration of this contract.
- d. Both Parties acknowledge that they have considered the possibility of the necessary expenses in preparation for the termination of this contract and the possible losses and damages. Neither Party shall be liable to the other for indirect, incidental, or consequential damages, including, but not limited to, lost profits or other economic loss, due to the termination of this document. The Parties expressly agree under the terms of this agreement that the client does not act as a sales agent or authorized distributor of the company and that any termination of the agreement does not give the right to:
 - i. claim from the company any delivery or transfer of contact data.
 - ii. claim from Theranomics any indemnity or compensation payment.

9. Miscellaneous

- i. The relationship between the Parties established under this agreement is that of independent contractor and neither Party is a partner, employee, agent, joint venture, partner of one another. Unless the Parties agree otherwise in writing, neither Party shall have any right or authority to assume or create any obligation, or to make any representation or warranty, for and/or on behalf of the other Party or to bind the other Party in any way.
- ii. Neither Party shall use the name of the other, nor any staff member, employee, student, or agent of the counter party, as well as any adaptation, acronym, or name by which the other Party is commonly known, or any trademark, logo, symbol or other image of the other, in any advertising, sales or promotional literature or in any publicity without receiving prior written approval.
- iii. Neither Party may assign or share this Agreement with any third party without Company's prior written consent.
- iv. The legal place for any dispute arising out of or in connection with this contract and the documents referred to in it, will be Mexico City, Mexico.
- v. Failure to comply with any provision hereof shall not be deemed a waiver of such party's right to enforce the Agreement.
- vi. Theranomics reserves the right to modify this agreement at any time, in which case the client will be duly informed in advance.