

## Price Quote and Terms of Service

- 1. Controlling Provisions:** This contract of service is made between DNA Genotek Inc. and its Affiliates (“DNA Genotek”) and any other person, organization or entity or their Affiliates who sign this quote (“Customer”) indicating their acceptance of the terms and conditions contained herein. No terms or conditions of Service other than the terms and conditions contained herein are binding upon DNA Genotek unless accepted and signed in writing by DNA Genotek. All terms and conditions contained in any oral or written communication, including, without limitation, any Customer purchase order(s), which are different from and/or in addition to these Service terms and conditions are hereby rejected and are not binding on DNA Genotek. This document, in addition to any other documents specifically referred to within this document, constitute the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof. For greater clarity, Services are subject to this Agreement whereas, DNA Genotek products are sold separately and are subject to DNA Genotek’s standard “*Product Terms and Conditions*” accompanying the sale of said products.
- 2. Definitions:** As used herein the term “Service(s)” refers to any genomic laboratory techniques, protocols and methods offered for sale by DNA Genotek and applied to Customer’s samples as further defined in the price quote and delivered by DNA Genotek to the Customer. As used herein the term “Results” refers to any data generated or other end-point information generated by the application of the laboratory techniques, protocols or methods to the Customer’s samples.
- 3. Confidentiality.** “Confidential Information” means all information knowledge or data provided to, or produced or delivered by DNA Genotek that is marked confidential or any information, knowledge or data disclosed in circumstances of confidence or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, to be confidential to the disclosing party and necessary for the performance of the Services excepting only information that (i) is possessed by the receiving party prior to entering into this Agreement; or (ii) is now generally known in the scientific community or is in the public domain; or (iii) subsequently becomes generally known or available or in the public domain (other than through any act of the receiving party). The receiving party agrees to maintain in confidence and to use solely for the purposes of obtaining or delivering Services any Confidential Information obtained during the term of this Agreement. The obligations under this paragraph do not terminate upon termination of this Agreement but rather will continue in effect for three (3) years following termination of this Agreement which occurs upon full delivery of the Services ordered by Client.



- 4. Pricing Confidentiality:** Quotes and pricing terms are negotiated between Customer and DNA Genotek and may be unique to the Customer. Therefore, and except as otherwise provided by law, Customer hereby agrees to keep the pricing arrangement confidential for a period of no less than three (3) years from the date of the signed quote. Customer will not use this Confidential Information in furtherance of its business, or the business of anyone else, whether or not in competition with DNA Genotek.
- 5. Payment Terms, Credit and Deposits.** Except as otherwise provided for in the quote invoices for Services will be submitted by DNA Genotek to the Customer at milestones defined in the price quote. Invoices shall be paid in full within 30 days of the billing date (net 30). In the event Customer fails to make a payment to DNA Genotek when due, Customer's entire account(s) with DNA Genotek will become immediately due and payable without notice or demand. All past due amounts are subject to interest at the rate of 12% per annum compounded on a daily basis, or, if that amount exceeds the maximum amount allowable by law, at the maximum rate permitted by law. DNA Genotek may require at any time assurances of Customer's creditworthiness and may withdraw or limit Customer's credit if the assurances are unsatisfactory. In the event that projected costs for Services exceed certain monetary limits a deposit may be required as further detailed in the price quote above.
- 6. Handling, Delivery, Taxes and Insurances:** Customer is responsible for the costs of shipping and handling of samples, materials and/or information required for the performance of Services (hereinafter the "Goods") to and from DNA Genotek's designated facilities. Risk of loss of any Customer owned property as a result of Services rendered rests with the Customer. DNA Genotek will use reasonable commercial efforts to ensure that loss does not occur. The cost of any special packing or special handling caused by Customer's requirements or requests shall be added to the amount of the order. If Customer causes or requests a shipment delay, or if DNA Genotek ships or delivers the Goods on behalf of the Customer erroneously as a result of inaccurate, incomplete or misleading information supplied by Customer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Customer. All claims for damages or loss in transit should be made by Customer to the carrier, as DNA Genotek holds no liability for or on the Goods to Customer, Customer's representative or common carrier. The amount of any taxes applicable to the Services will be added to the purchase price and must be paid by Customer unless Customer furnishes DNA Genotek with an exemption certificate acceptable to the taxing authorities. Any taxes that DNA Genotek is required to pay or collect is for the benefit of the Customer, who shall promptly pay the amount thereof to DNA Genotek upon demand. Any freight and/or insurance charges paid by DNA Genotek in connection with the delivery of

Services are in addition to quoted prices for the Services, and Customer must reimburse DNA Genotek whether or not those charges are separately stated on the invoice. Additional charges may be invoiced for special packaging or handling requested by Customer or deemed necessary by DNA Genotek.

- 7. Cancellations and Returns.** Customer has no right to request any modifications to any Service previously ordered by Customer or its representatives or cancel any signed order without DNA Genotek's written consent and payment from Customer of all charges, expenses, commissions and reasonable profits owed to or incurred by DNA Genotek as the result of a signed order. A charge of 15% of the purchase price may be applied to any order cancelled prior to commencement of Services.
- 8. No Warranty/Limitation of Liability.** DNA Genotek makes no representation or warranty of any kind, express or implied, with respect to the Services or the Results. DNA Genotek's liability under this Agreement for any reason, including but not limited to any dissemination, use, interpretation or application of the Results by the Customer or any third party, does not exceed the amount of the fees received by DNA Genotek for the Services and in no event shall DNA Genotek be liable to Customer for any incidental, consequential or special damages, including, without limitation, lost revenues or profits.
- 9. Indemnity:** Customer acknowledges and agrees that DNA Genotek has no liability resulting from, arising out of, or related to, either the provision of Services or to Customer's dissemination, use, interpretation or application of the Results. Accordingly, Customer agrees to defend, indemnify and hold DNA Genotek, its officers, employees, agents, representatives and sub-contractors harmless from and against any and all claims, demands, costs, expenses (including reasonable attorney's fees) and liabilities or losses that may be asserted against any of them, and that arise out of, or are in any way related to, DNA Genotek's performance of the Services for the Customer or any information contained in, or made a part of the Results delivered to the Customer.
- 10. Not For Resale.** Except as expressly provided herein, Customer must not lease, rent, license, sub-license, sell, re-sell, distribute, transfer, or export the Services to any other person or entity, including affiliates, subsidiaries, or parent companies, domestic or foreign, without DNA Genotek's prior written consent.
- 11. Intellectual Property.** Unless agreed otherwise in writing by DNA Genotek, DNA Genotek retains all right, title and interest in and to, and possession of, all its proprietary technology, including but not limited to, all intellectual property rights associated with any ideas, concepts, methods, processes, techniques, inventions or works of authorship (including



programs, improvements and documentation) developed or created by or on behalf of DNA Genotek for furnishing Services. Customer retains all right, title and interest in and to, their samples, information and the Results obtained from the performance of Services.

**12. Changed or Discontinued Service(s).** DNA Genotek's policy is to implement Service updates, improvements and/or revisions as deemed necessary or if market conditions warrant. DNA Genotek hereby reserves the right, without liability or prior notice and at its sole discretion, to revise, or discontinue, or cease to make available any or all Service(s) at any time, and to cancel any sale under reasonable conditions. In the event DNA Genotek has to cancel an order, Customer will be refunded the total payment for Service(s) undelivered due to the cancellation. DNA Genotek cannot and does not guarantee same Service availability indefinitely. In the event that Customer has an outstanding order for Services that are discontinued, DNA Genotek has the right, without liability or prior notice, to substitute Services(s) that have equivalent functionality and specifications of the discontinued Service, provided that performance is equivalent to or better than the original Service.

**13. Inability to Fulfill Obligations (Force Majeure).** DNA Genotek will make a good faith effort to complete delivery of the Services, but DNA Genotek assumes no responsibility or liability for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to DNA Genotek, including, but not limited to, liability for DNA Genotek's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of DNA Genotek. If any of the foregoing events occurs, DNA Genotek may at its option (i) make deliveries of the Services proportionate to the best of its abilities and/or postpone the delivery of the Services to a reasonable time after the event has been remedied or (ii) give notice to Customer within 20 days after the commencement of any such event that this contract is terminated and all rights and liabilities of DNA Genotek and Customer cease and terminate. Under no circumstances will the DNA Genotek be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay. DNA Genotek has no obligation to obtain on the open market any article or service required by DNA Genotek to deliver the Services when a supplier thereof has defaulted in delivery.

**14. Arbitration.** DNA Genotek and Customer will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to any dispute relating to these terms and conditions, the breach hereof or the provision of Services. Either the DNA Genotek or Customer may initiate negotiations by providing written notice in letter form to the



other party, setting forth the subject of the dispute and the relief requested. Each of the recipients of such notice will respond in writing within five business days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within twenty business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the parties will submit to arbitration before a single arbitrator agreeable to the parties. If the parties cannot agree on an arbitrator within 10 business days after arbitration has been requested in writing, the arbitration will proceed in Ottawa, Ontario, before a single arbitrator knowledgeable with the biotechnology industry but not associated with a biotechnology company, appointed by DNA Genotek pursuant to the rules of the International Commercial Arbitration Act (Ontario). The award is to be rendered in such form that judgment may be entered thereon in the highest court of any forum having jurisdiction. The arbitration will take place under the rules then used by the International Commercial Arbitration Act (Ontario). The cost of any such arbitration will be borne equally by all parties thereto.

- 15. Governing Law.** This contract is construed according to and governed by the laws of Ontario and the laws of Canada applicable therein, without giving effect to: (i) the principles of conflicts of law and that body of law applicable to choice of law; (ii) the United Nations Convention on Contracts for the International Sale of Goods, and/or its implementing and/or successor legislation and/or regulations; and/or (iii) the Uniform Commercial Code and/or its implementing and/or successor legislation and/or regulations, as applicable respectively. Except to the extent required by law, the Parties waive trial by jury.
- 16. Affiliate(s):** For the purpose of this Agreement, the term "Affiliate" shall mean any corporation or other business entity controlling, controlled by or under common control with a party; and for such purpose, "control" shall mean direct or indirect ownership of: i) fifty percent (50%) or more of the voting interest in such corporation or other entity; ii) fifty percent (50%) or more of the interest in the profit or income in the case of an entity other than a corporation; or iii) in the case of a partnership, control of the general partner. The name of each party appearing herein shall be deemed to be the name of each Affiliate of that party to the extent necessary to carry out the intent of this Agreement, and provided further that the performance of the obligations of any Affiliate shall be deemed guaranteed by the party to this Agreement
- 17. General.** This contract must not be assigned by either party without the written consent of the other party. Time shall be of the essence. DNA Genotek's failure to insist upon the strict performance of any term or condition herein is not deemed a waiver of any of DNA

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Genotek's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. These terms and conditions of sale are not construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity will not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision is fully severable and the terms and conditions herein will be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provisions or by their severance from this Agreement.