

GENERAL TERMS AND CONDITIONS

OF NOVOGENIA GMBH CONCERNING PROJECT DEVELOPMENT AND DISTRIBUTION PARTNERSHIP

We are very flexible in developing new products and service for our distribution partners (PARTNER) and in these cases it is always our aim to generate the perfect tool for any given project and to keep the costs of development as low as possible. This list describes the general terms and options we have during any given project.

1. Product development and rebranding

NOVOGENIA offers services to rebrand products or adapt and develop products based on the requirements of the PARTNER. NOVOGENIA typically covers the cost of this development in terms of personnel resources. The following options are available to the PARTNER:

Option 1) Using the existing brands of NOVOGENIA and the existing products of NOVOGENIA. Parts of the products (pages or sections) may be removed.

Requirements for this stage of development: NONE

Option 2) Co-branding the existing products with the PARTNER's logo or a distributors Logo. Parts of the products (pages or sections) may be removed.

Requirements for this stage of development: NONE

Option 3) Rebranding the products to a completely different brand and changing the colours in the reports to fit the brand. Parts of the products (pages or sections) may be removed.

Requirements for this stage of development: Pre-purchase and prepayment of a predefined sum to be used within the next 3 years after which the credit expire. The credit is non-refundable and have monetary value and can be used to purchase any products from NOVOGENIA. The PARTNER agrees not to offer competing products to the products rebranded and developed under this option for the duration of this contract.

Option 4) Developing completely new products by adding new aspects and/or removing parts. New product names, designs and colours are developed.

Requirements for this stage of development: Pre-purchase and prepayment of a predefined sum to be used within the next 3 years after which the credit expire. The credit is non-refundable and have monetary value and can be used to purchase any products from NOVOGENIA. The PARTNER agrees not to offer competing products to the products rebranded and developed under this option for the duration of this contract.

2. Printed Material Rebranding

NOVOGENIA typically covers the personnel work for rebranding of printed materials, assuming it remains within the typical scope. Should rebranded printed material be required, NOVOGENIA offers to handle this work at cost. The following table serves as a reference. Please enquire about the actual cost before contracting NOVOGENIA to order printed material.

Sample set box:	1,50 € per pc when ordering 2500 pcs
Order form:	0,20 € per pc when ordering 2500 pcs
NutriMe dispenser box:	3,00 € per pc when ordering 2500 pcs
BeautyMe premium box:	18,00 € per pc when ordering 2500 pcs

All prices plus VAT, excluding postage and packaging |subject to change.

Printed materials will be invoiced at the beginning of the project and invoices must be settled within seven days.

3. Creating your own order form layouts

NOVOGENIA uses machine guided extraction of texts from order forms. The PARTNER has the option to create his own order forms and layouts through the following two options:

Option 1) Using NOVOGENIA layouts of order forms and simply rebranding the forms with different colours and design. NOVOGENIA designers are available to handle this adaptation. Additional pages can be included and the colour scheme of the forms can be changed within certain limits. It is important that the required fields are, however in the same position as in the NOVOGENIA layouts and that the QR code on the bottom right of each page remains in place and changed to allow machine guided extraction of text. Machine guided extraction of text is only available in languages that use the German or English character set.

Option 2) Digital transmission of customer data.

The PARTNER will receive a access to our online customer portal where he can transmit customer details as well as products being ordered digitally. The portal will output a code, that must then be attached to the samples which can then be sent to NOVOGENIA without additional forms. Languages with character sets other than German or English must use option 2.

Option 3) Other forms of transmission of details are possible, but may increase the cost depending on the work involved.

4. Creating your own sample sets

The PARTNER has the possibility to create his own sample sets. The requirements for sample sets are however:

- When required: To use 3 buccal swabs of NOVOGENIA's choice (Sarstedt is validated in the laboratory at this moment)
- When required: To use blood collection materials according to NOVOGENIA's instructions when required.
- To include a form of consent for the customer (consent can also be given digitally when web sales are made, but some form of consent is required).
- Order Form requirements as discussed in a previous paragraph.
- The text: "Exempt human specimen" must be given on the outside of the packaging.
- In case of blood delivery: The UN-Sticker must be attached to the outside of the packaging.

Packaging and form materials can be created by the PARTNER. Relevant sample collection utensils must be purchased from NOVOGENIA at material & postage & packaging cost.

The address of the sample sets can be generic such as: Genetic laboratory, Strass 19, 5301 Eugendorf, Austria. You may also add your company name to the address in case of rebranding.

5. Translation of reports and marketing materials

(Only applicable if the reports are not available in the respective language)

The PARTNER has the possibility to cooperate with NOVOGENIA to create the translated versions of the products and/or marketing materials. Should this be required, NOVOGENIA will provide the PARTNER access to an online portal that is suitable for translators. NOVOGENIA will then activate certain reports and the translator of the PARTNER can then see all of the text blocks required for the specific product. NOVOGENIA provides this portal free of charge. NOVOGENIA can only accept translated texts through this portal and no Excel files, PDF files or Word documents with translations will be accepted by NOVOGENIA.

NOVOGENIA will be liable for the original text as well as correct functioning of the portal and the PARTNER will be liable for the correct translation of text. All of the costs for maintaining and providing the translation portal will be covered by NOVOGENIA. All of the translation costs will be covered by the PARTNER.

NOVOGENIA is permitted to use the translated texts also for other commercial purposes. In cases where the PARTNER holds exclusivity in a given territory, the exclusivity prevents NOVOGENIA to use the text in the territory for other purposes. In these cases NOVOGENIA is permitted to use the translation outside the territory in any way it deems sensible. If no exclusivity is held, NOVOGENIA reserves the right to use the translation in any way it deems sensible.

NOVOGENIA may also have other translators add to or edit the translation at any time.

The content of each text remains property of NOVOGENIA and may not be used for commercial purposes, that do not involve NOVOGENIA in any way.

6. Use of Images and texts from websites and marketing materials

The PARTNER is permitted to use, copy, reuse, rewrite and rephrase any of the texts from reports, marketing materials or websites that belong to NOVOGENIA, as long as they are used for activities that are in cooperation with NOVOGENIA. This permission of use is valid for the duration of this contract.

NOVOGENIA has a large portfolio of product photos, videos and laboratory photos. The PARTNER is permitted to use these images as long as they benefit the corporation with NOVOGENIA.

NOVOGENIA also has a large portfolio of purchased images from the websites fotolia.com and istockphoto.com. These photos are typically identifiable by the image name including the name of these websites. The copyright rules of these companies do not permit the distribution of these images among partners. Should the PARTNER wish to use one of these images he is responsible for finding the appropriate image on the respective website and purchasing the rights for use himself.

7. Sample acceptance criteria

The PARTNER is responsible for adhering to all local rules and regulations for the request of the relevant product. The PARTNER confirms that he will not send any sample to NOVOGENIA where the laws have not been followed and where no consent was given by the customer or his legal representative. NOVOGENIA will assume that all rules and regulations have been followed and will process the samples accordingly. Under such circumstances NOVOGENIA may not specifically require proof of consent to be transmitted as this is within the PARTNER's scope of responsibilities.

In certain countries medical genetic tests are legally required to include a clinician for the request and consultation of the patient. The countries Austria, Germany and Switzerland do have these legal boundaries while most other European countries do not. It is the PARTNER's responsibility to confirm the legal requirements for medical genetic testing before ordering these from NOVOGENIA.

NOVOGENIA will also only accept samples when the origin is clear. Samples that are not labelled correctly or where the origin is unclear will not be processed. Acceptable labelling practices are:

- labelling the samples with the name of the customer
- labelling the samples with a unique barcode
- labelling the samples with the barcode given by our online customer portal
- adding unlabelled swabs into a sealed envelope in addition to a form that identifies the customer

8. Transmission of incomplete customer details

Unfortunately NOVOGENIA frequently receives incomplete customer details and needs to pause the analysis until the additional details are transmitted. This causes severe delays and customer dissatisfaction, as well as significant efforts by NOVOGENIA to obtain the missing details. The PARTNER confirms that he will supply all of the relevant analysis details either before or with the samples. Should missing essential details become a recurring problem (more than 20 cases in total), NOVOGENIA reserves the right to charge the PARTNER €3 per case. Whenever there are missing details, the analysis will be passed and not continued until the missing details are supplied.

9. Report delivery

Reports will be delivered in digital form through our customer portal at no additional cost. Should the PARTNER, distributor or customer wish to receive a printed version of the report, additional charges apply. These may differ with specific modified products but for the standard products the following printing and postage charges are applicable (all prices plus VAT | subject to change):

- € 21,50 Germany
- € 25,75 Austria
- € 52,50 Switzerland
- € 29,00 Belgium, Denmark, France, Luxemburg, Netherlands, Great Britain, Italy, Sweden, Spain, Finland, Poland, Portugal, Slovakia, Slovenia, Czech Republic, Hungary, Isle of Man
- € 36,50 Rest of Europe
- € 52,50 Rest of the world

10. Software development

NOVOGENIA is founder and shareholder of NOT A SQUARE, a Vietnamese software development company. Should the PARTNER require this, he can book software development services from NOT A SQUARE through NOVOGENIA. NOT A SQUARE is able to develop the following types of software:

- Websites
- Android and iPhone apps
- automation software

- handwriting recognition software
 - facial recognition software
 - data scraping software
 - laboratory management software
 - quality management software
 - digital reporting software
- and many other projects...

The PARTNER has the option to request a price quote for a given project and use these services as required. The going rate is € 35,00 per hour (all prices plus VAT |subject to change). The requirement is communication via email and Skype chat with the Vietnamese developers in the English language. The services will be invoiced by NOVOGENIA and contract PARTNER will be NOVOGENIA as well as NOT A SQUARE.

11. Referral analyses and emergencies

NOVOGENIA performs the bulk of its analyses in its own laboratory in Austria. NOVOGENIA does, however, also runs a network of more than 100 international genetic laboratories and offers their genetic testing services through NOVOGENIA. These analyses are typically rarely performed by NOVOGENIA and for this reason NOVOGENIA refers to sample to the external laboratory for testing. In these cases NOVOGENIA has little control over turnaround times and the terms and conditions as well as turnaround times of these external laboratories applies.

External laboratory tests can be typically identified by being powered by another supplier or by not being part of the typical price list and product portfolio of the NOVOGENIA products but by being available by enquiry only.

NOVOGENIA also reserves the right to send samples in an anonymized fashion to other laboratories for quality control purposes. Data protection is thereby conserved.

Should a total systems failure occur at NOVOGENIA (such as the building burning down or similar catastrophes) NOVOGENIA has access to backup laboratories that can take over the analysis procedure on short notice. NOVOGENIA will organise the initiation of this sample transfer and will cover the higher cost of the referral laboratories for the duration of the emergency. In these cases a somewhat longer turnaround time may not be avoidable but NOVOGENIA will attempt to take over operations in its own facilities again as fast as possible.

12. Subscription models

NOVOGENIA endeavours to increase its subscription model business. The concept works in the following way:

An end customer agrees to subscribe. He is bound by contract for a period of 12 months. He receives the relevant genetic test as well as the relevant personalised products (personalised supplements or cosmetics or similar) in regular intervals for the period of one year. He supplies credit card information or direct debit information and gives NOVOGENIA the right to deduct a monthly sum from the account

NOVOGENIA pays the PARTNER and/or distributor the applicable margin on a monthly basis. The margin will initially be smaller than if the product had been sold individually without a subscription model, but over the period of one year and more so over the following years the margin will be significantly greater.

Should the customer not decide to cancel the subscription it will automatically be renewed after the end of the first 12 months. It can then be cancelled in three month intervals (as the products are produced and shipped in these intervals).

Should the customer be bound for 12 months, but nevertheless wish to cancel his subscription he may do so at any time. In this case the remaining amount as if he had purchased the already obtained products individually is invoiced and the subscription is cancelled. The PARTNER will receive the remaining margin accordingly.

Should the PARTNER use the subscription model of products, the PARTNER agrees to receive his margin on a monthly basis and to allow NOVOGENIA to perform the deduction from the credit card or direct debit account. NOVOGENIA will only accept subscription models if NOVOGENIA can be in charge of deducting the sum from credit cards or direct debits.

Should a customer sees payment and should numerous accounts of attempting to secure the payment fail, both, NOVOGENIA and the PARTNER lose their respective margin.