GENERAL TERMS AND CONDITIONS

OF NOVOGENIA GMBH CONCERNING THE CONDUCT OF GENETIC ANALYSES

1. General

The service portfolio consists of LIFESTYLE genetic analyses (no bearing on disease), medical genetic tests (significance about diseases and their risks), as well as MEDICAL genetic analyses (medical analyses that are sent to another laboratory), which are treated differently in law and carried out by different companies. The term “LABORATORY” in this context means the company responsible for the corresponding gene analysis and, depending on the type of analysis, describe another company. These terms and conditions (“TaC”) apply to all performance of the contractor, including future ones. Differing, conflicting or additional terms and conditions, even if known, are not part of the contract, unless their validity is expressly agreed in writing. Within these Terms and Conditions are natural persons, who enter into a business relationship, without the possibility of attributing them to a commercial or independent professional activity. Entrepreneur within the meaning of these terms and conditions are natural or legal persons or partnerships with legal personalities, which will enter into a business relationship and act out their commercial or independent professional activity. Customer within the meaning of these Terms and Conditions are both consumers and entrepreneurs. The terms contained in these Terms always refer to both female and male persons

2. Lifestyle Genetic Analyses

2.1. Contractors for lifestyle genetic analysis and information for customers who are consumers

Commissioned lifestyle genetic tests automatically result in a contractual relationship with the company DNA Plus – Center for Human Genetics GmbH.

Company
DNA Plus – Zentrum für Humangenetik GmbH
Georg Wrede Straße 13 (Innenhof rechts)
83395 Freilassing
Germany
Commercial register: HRB 19437
Tax number: 163/124/50295
UID number: DE267251566

Contact
Phone: +43 662 42 50 99 11
Fax: +43 662 42 50 99 44
Managing director: Dr. Daniel Wallerstorfer
E-Mail: service@novogenia.com

Bank details
Bank: Sparkasse Berchtesgadener Land
Account: 0020096327
Bank code: 71050000
BIC: BYLADEM1BGL
IBAN: DE32710500000020096327

2.2. Main features of the service

Implementation and communication of genetic tests based on provisioned cells that serve neither the diagnosis or risk assessment of diseases and food intolerances nor the effectiveness of therapies. These are not measures, procedures, treatments or objects which are used for detection, removal or alleviation of disease, illness, physical defects or pathological symptoms in humans. | Solely genetic tendencies are identified, not any statements about existing diseases, illness, physical defects or pathological complaints. | Lifestyle genetic analyses exclusively determine genetic tendencies and characteristics that make have no explanatory power over a disease or likelihood of illness. Typical Lifestyle genetic analyses are: A genetic analysis for determination of the most effective weight loss programm, a genetic analysis for determination of the (athletic) talent etc. | Genetic analyses, which identify the genetic risk of disease with the purpose of dosing personalized micronutrients (vitamins and minerals) individually, but do not communicate the resulting risk of disease are considered

lifestyle genetic analyses. | The newborn screening, which is not regarded as genetic analysis according to Austrian law, is also conducted with Novogenia GmbH as contractor.

3. Medical Genetic Analyses

3.1. Contractors for medical genetic analysis and information for customers who are consumers

Commissioned medical genetic tests automatically result in a contractual relationship with the company DNA Plus – Center for Human Genetics GmbH.

Company
DNA Plus – Zentrum für Humangenetik GmbH
Georg Wrede Straße 13 (Innenhof rechts)
83395 Freilassing
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Commercial register: HRB 19437
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Managing director: Dr. Daniel Wallerstorfer
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Bank code: 71050000
BIC: BYLADEM1BGL
IBAN: DE32710500000020096327

3.2. Main features of the service

Medical genetic analysis | Mediation of genetic tests based provisioned cells that serve either the diagnosis or risk assessment of diseases and food intolerances or the effectiveness of therapies. Preventive analyses also fall under the category of medical genetic tests. | Genetic risk assessment will, if necessary, be accompanied by medical recommendations and precautionary measures. | Genetic analyses, which identify the genetic risk of disease with the purpose of dosing personalized micronutrients (vitamins and minerals) individually and also communicate the resulting risk of disease are considered medical genetic analyses.

4. Regulations applicable to all genetic analyzes

4.1. Conclusion of the contract

Delivery and shipping costs for referral of the service are location-dependent and clearly stated in the application forms. | By placing an order, the customer makes a binding offer of contract. | The offer's period of validity: The offer of the customer shall remain binding for a period of 2 weeks from receipt of the offer. | The submitter confirms, that if the patient is not clearly listed as the contract's contracting party and the patient / client has not submitted all the necessary explanations under the relevant points in the order form, the submitter is the contract's contracting party, thereby being the contract partner. This also applies in the event that the submitter acts as the invoice addressee. | The customer agrees to execution of the contract taking place within 7 working days. | If the conclusion of the contract takes place with one of our partners, any legal issues and legal claims are passed on to the laboratory.

4.2. The validity period of prices

The prices are valid for the respective concluded contract. | The offered prices are current prices and are valid until revoked. Prices are subject to change. The price includes VAT, unless it is visibly labeled differently. | The customer bears no additional costs when ordering by means of telecommunications. | The customer can pay the price by bank transfer, credit card or Paypal. We reserve the right to exclude individual payment methods.

4.3. Payment, late payment and setoff

The invoicing of a genetic analysis may be performed by any of the Group associated companies. The invoice amount is to be paid in full within 4 weeks after the invoicing in the currency provided for in the bill. After this period, the customer is in default of payment. In particular in the case of payment outside of Germany, the customer shall ensure that the invoice amount is received in full without any deductions in the laboratory, so that the customer bears all expenses for international transfers. The consumer shall pay interest on the debt at the rate of 5% above the base rate during the delay. The entrepreneur shall pay interest on the debt at the rate of 8% above the base rate during the delay. With regards to the entrepreneur, we reserve the right to prove a higher default interest claim and assert it. In case of default, all customers (including consumers) are obligated to bear all expenses associated with the monitoring and collection of receivables, such as reminder fees, collection expenses, necessary costs of engagement of an attorney for the extra-judicial activities or other costs for an appropriate prosecution. Furthermore, the customer bears all consequences of default in such a case. The entrepreneur only has a right to set-off if his counterclaims have been legally established or recognized by us. The consumer has a right to compensation only in the event of our insolvency or for counterclaims that are legally related to the liability of the consumer, which have been judicially established or recognized by us.

4.4. Right of withdrawal

If the contract comes into being at a distance, the customer has the option to cancel the contract within 14 days from the conclusion of the contract without giving any reason. The withdrawal requires no justification and it must be done in writing. The punctual sending is sufficient for keeping the period. After the end of the withdrawal period, the customer has forfeited the option to withdraw from the contract.

4.5. Effects of genetic engineering act/genetic diagnostics act

The client expressly agrees that the laboratory begins with the execution of the contract within seven working days of receipt of the sample. The possibility of the patient communicating that he does not want to know the result of the analysis and the conclusions derived from it, has no bearing on the contract concluded, regardless of whether he himself is a contracting party or the contract is between submitter and the provider. If the patient/customer withdraws his given consent for genetic analysis, the lab will adjust all activities and is further released from their performance. If work has commenced on the execution of the contract, the cost is 50 % of the purchase price as compensation.

4.6. Loss/destruction/damage/change/defectiveness of the sample

If the sample submitted by the customer is destroyed during transport, damaged or altered, or if it goes missing, then this falls within the exclusive sphere of the customer. If a false or erroneous result occurs due to damage or change in the sample that occurred during transport, it does not fall within the sphere of the laboratory so that no liability can be derived in particular. If no DNA can be isolated from samples, then the patient/customer agrees to resubmit a sample without being able to ask for costs or a substitute for it. Doctors/submitters can not charge own and other costs resulting from the recent sample preparation. The performance takes place by the dispatch of the analytical results and, where appropriate, the findings to the sender or customer and is thus complete. LABORATORY, however, still remains available to answer question for a minimum of 4 weeks from receipt of the result. Unless otherwise agreed in writing, the beginning of the performance takes place as soon as possible and in any event within 7 working days from signing the contract. The customer should be aware that the genetic analysis takes approximately up to 8 weeks. Referred genetic tests can take up to 12 weeks depending on the complexity. The customer is only entitled to cancel the contract for non-compliance of the performance period, if he has provided the LAB with a reasonable grace period of at least 2 weeks, unless a fixed delivery date is expressly agreed. If an event that makes a significant delay in performance or impossibility of performance fulfillment is likely, the laboratory is entitled to rescind the contract. If the LABORATORY is at fault for the failure or it is otherwise attributable to it, then the LABORATORY is liable for damage resulting from this, however only if the LABORATORY has caused the circumstance intentionally or grossly negligently.

4.7. Limitation of liability

The LABORATORY is only liable for damages incurred by the client due to gross negligence or intent by the LABORATORY or its employees. Liability for slight negligence, compensation for consequential damages and financial losses, savings not achieved, loss of interest and damages from third party claims against the customer is excluded. These limitations do not apply to personal injury attributable the LABORATORY and – as far as it concerns consumers – damage to the LABORATORY for processing the transferred goods. A claim for compensation for late or non-performance shall belong to the buyer up to the amount of the actual prejudice and only if the LABORATORY has shown intent or at least gross negligence. Consumers and entrants will be noted that the cited recommendations apply as guidelines and recommendations for various actions, the implementation, however, is always the responsibility of the customer and / or the attending physician. The preventive action and measures should always be coordinated with the doctor before starting it. We would like to point out that results of genetic analyses are often statistical probabilities and the results of genetic testing is a technical evaluation. The genetic analyzes are always carried out on state of the art technology, however, the LABORATORY reserves a 1% error rate. Furthermore we would like to point out that the LABORATORY excludes any liability claims which may arise due to future or

current diseases. The prevention and action programs that are offered by the laboratory, can indeed often reduce the risk of disease, but not completely remove it. It is therefore possible that the disease develops, although complying with the precautionary measures. The medical statements and recommendations are based on scientific publications, which are given as a reference in the reports. These were evaluated according to best knowledge and conscience and seen to be accurate, but should not necessarily be seen as last and final state of the science by consumers. It is theoretically possible that future genetic studies come to a different conclusion and would make the findings and recommendations questionable. Liability based on new scientific evidence is excluded. Consumers are reminded that in addition to the usual genetic changes that can be detected by the LABORATORY, other rare genetic changes may also exist. These variations could potentially positively or negatively influence the genetic variations to be analyzed, so that in these cases, no reliable statement about the gene variation can be made. Should this be the case, the analysis is repeated at least 3 times and confirmed, and then declared as "Medicinally unclear – impact unclear and therefore declared as wildtype until new science proves otherwise" This also applies to cases in which all the analyzed gene fragments provide good results and a specific gene analysis fails 3 times, as the relevant DNA section cannot be evaluated due to genetic changes. Consumers are not specifically advised of this fact

4.8. Data protection

The laboratory will keep the data obtained in the genetic analysis secret and thereby comply with the following provisions: The customer shall have access to all data concerning him, as he is the examined person. The examined person must be notified of unexpected results that are of direct clinical importance or for which he asks explicitly, unless it is expressly the wish to be informed only about a certain result. This announcement is especially true if the person examined has not asked for it to be designed so that it does not disturbingly effect the person examined. The client will not be notified of gene variations that were not sufficiently scientifically documented at the time of analysis and their clinical impact can therefore not be clearly interpreted. Data in non-anonymous form may only be used for a purpose other than the purpose for which they were originally collected with the express written consent of the person examined. Data may only be passed on: to persons at the facility in which they have been collected, who are directly involved in the investigation, processing or evaluation of the data, to the person being examined, the doctor who initiated the genetic analysis and to the practicing or diagnosing doctor, to another person only if the person examined has explicitly agreed in writing, in which case a written revocation of this approval is possible. Information pursuant to §§ 4b and 4c Federal Data Protection Act: the LABORATORY transmits personal data to partner companies in Germany and to partner companies in other Member States of the European Union, which are part of providing the service offered by the laboratory in order to fulfill the contract with the customer (§ 4c para 2 Federal Data Protection Act in DE.). These companies only receive data which is necessary for the provision of the respective service. According to § 4c Federal Data Protection Act, these companies were contractually bound to only processing or using transmitted data for the purpose for which it was transferred. Data must be protected against unauthorized access in a suitable manner: Data that has not been rendered anonymous may only be automatically processed at the facility in which it has been collected, as well as at the submitter; it shall be stored separately from other data types, and may only be accessed by persons authorized under this act and only with a separate access way. The obligations also apply to persons involved in the conduct of genetic tests or during storage or management of collected data. Please note that we can not accept any responsibility or liability for the content of external internet sites and distance ourselves from the content of linked pages which may be accessible through the integration of external links on our site. Third-party content on pages that can be accessed via links from our sites and our sub sites, are not endorsed by the LABORATORY and therefore it accepts no responsibility for this. We distance ourselves from undue or illegal content.

4.9. Storage and use of the samples

Samples, obtained (genetic) data and personal information is very important for science and research into genetic diseases. For this reason, if the customer does not disagree, the samples and data will be kept for research purposes after completion of the analysis. If these materials are used for further research, this is done solely in an anonymous form to ensure personal data protection.

However, the customer has the right decline the scientific use of his genetic samples at any time and without stating reasons and to have it destroyed.

4.10. Miscellaneous

Binding assurances, obligations and commitments can only be attributed to the LABORATORY or considered to be accepted by it, if they are made by the LABORATORY itself. In contrast to the customer who is a consumer, the submitter or the attending physician is certainly not attributable to the LABORATORY and therefore can not bind the LABORATORY. Changes or amendments of these Terms and Conditions are only valid if agreed in writing. If any provision, part of a provision of these Terms or any other agreement is completely or partially invalid, void or unenforceable, this shall not affect the effectiveness, validity or enforceability of the remaining provisions. Under these circumstances, the provision found to be be ineffective, invalid or unenforceable shall be deemed replaced by a provision that most closely matches the one found to be ineffective, invalid or unenforceable in its economic importance. The laboratory is entitled to transfer an agreement or its rights and obligations under such in accordance with the Genetic Engineering Act or the DE GenDG to third parties.