

EXO-NET[®] TERMS AND CONDITIONS OF SALE

By purchasing the Products from INOVIQ Limited or any of its Affiliates (the **Seller**), you (the **Purchaser**) accept the terms and conditions of sale set out below.

1 ACCEPTANCE OF TERMS

1.1 These are the terms and conditions (Terms) under which the Seller will sell the Purchaser the Products and they govern all orders for and purchases of the Products from the Seller. The Seller's offer to sell the Purchaser the Products is expressly conditional upon the Purchaser's acceptance of these Terms.

1.2 The Purchaser acknowledges and agrees that the terms and conditions which govern the Seller's sale of the Products to the Purchaser are as set out in these Terms. No additional terms, including standard purchase terms, provided by the Purchaser or on its behalf apply to the Seller's supply of the Products, and any such terms are void.

1.3 These Terms, including all documents incorporated herein by reference, any quotation issued and the specific terms of any order or other document which refers to these Terms, constitute the entire agreement between the parties and supersedes all prior communications, negotiations, arrangements and agreements, either oral or written, between the parties with respect to the subject matter of these Terms.

2 ORDERS AND DELIVERY

2.1 All orders placed by the Purchaser for the Products are subject to acceptance by the Seller and the availability of the Products.

2.2 All orders placed for the Products are non-cancellable unless otherwise agreed in writing by the Seller and the Purchaser pays any applicable cancellation fees.

2.3 The Seller will use reasonable commercial endeavours to deliver the Products to the Purchaser at the time and place, and in the manner, specified in the Purchase Order at the Purchaser's cost. The Seller will not be responsible or liable to the Purchaser or any other person for a failure to deliver the Products by any specified date or to any specified location to the extent caused by any circumstance beyond the Seller's reasonable control.

2.4 The risk and title shall pass to the customer at the time the goods are handed over to the Purchaser or its nominee in accordance with the agreed shipping terms..

2.5 Delivery of the Products to the carrier at the Seller's shipping point will constitute delivery to the Purchaser and, to avoid doubt, the Purchaser will bear all risk of loss or damage in transit.

2.6 Unless the Purchaser notifies the Seller of any issues with the Products within 5 Business Days of delivery, the Purchaser will be deemed to have accepted the Products as delivered. If the Seller is notified by the Purchaser of any issue with the Products in accordance with this clause the Seller will work with the Purchaser in good faith to, at its option, replace the defective Products or refund the Price paid for the Products.

3 USE OF THE PRODUCTS

3.1 The Purchaser must transport, store and use the Products in accordance with all applicable laws, regulations, codes of practice and ethical principles and all reasonable directions provided by the Seller, including the Documentation.

3.2 The Purchaser acknowledges and agrees that:

3.2.1 where a Product is labelled "for research use only" or similar:

3.2.1.1 the Products are intended for laboratory research use and evaluation purposes only;

3.2.1.2 the Purchaser must not, and will not, use the Products for any patient diagnosis or patient management (including through a lab developed test or similar), any investigational study involving patient treatment decisions, any commercial applications or purposes, including the performance of testing services, without the Seller's express written consent, with any such use to be the subject of a separate commercialisation agreement and/or licence agreement between the parties;

3.2.1.3 the Products have not received approval from the United States' Food and Drug Administration (FDA) or any other federal, state or local regulatory agencies and have not been tested or otherwise assessed by the Seller for safety or efficacy in food, drug, medical, commercial or any other use; and

3.2.1.4 it will not use the Products in any manner which requires the approval of the FDA or any regulatory approval, clearance or registration, including in relation to invitro diagnostics (IVD);

3.2.2 it will use the Products in accordance with all documentation provided with the Products or which is otherwise made available by the Seller, including through the Seller's website or other means; and

3.2.3 it has no right to, and must not, resell or otherwise transfer the Products to any other person.

3.3 The Purchaser is solely responsible for compliance with all applicable foreign and domestic, federal, state and local statutes, ordinances and regulations in relation to the handling, storage, import, export, disposal, destruction and use of the Products.

3.4 The Purchaser warrants to the Seller that it has obtained and is in compliance with any regulatory approval, ethics approval, licence or consent required by any law, or government agency or other body, relating to the Purchaser's receipt, possession and use of the Products.

3.5 The Purchaser is solely responsible for making sure that the Products are suitable for its particular use and to conduct any research necessary to learn the hazards involved for any of the Purchaser's uses of the Products. The Purchaser also has the duty to warn its customers, employees and other personnel of any risks involved in using or handling the Products. Without limiting clause 3.2.4, the Purchaser agrees to comply with all instructions for use of the Products furnished by or on behalf of the Seller, if any, and not to misuse the Products.

3.6 The Purchaser acknowledges that its right to use the Products under these Terms is non-exclusive and that nothing in these Terms prevents the Seller or any of its Affiliates from exploiting the Products or supplying Products to any other party.

3.7 Neither the Seller nor any of its Affiliates accept liability for the Purchaser's use, misuse or mishandling of the Products or any consequences of the Purchaser's use of the Products, including, without limitation, the Purchaser's use of the Products not achieving the Purchaser's desired results, research outcomes or any other outcome or result.

4 PRICE, TAXES AND PAYMENT

4.1 The Purchaser will pay the Price for the Products specified by the Seller from time to time. All prices are subject to change without prior notice. Pricing provided in a written quotation signed by an authorized INOVIQ representative shall be valid during the period specified on the quotation, however, this price may be adjusted by INOVIQ due to market conditions, increases

in the rate of inflation, or increased production and distribution costs.

4.2 The Price does not include any taxes (including any value added or similar tax), duties, levies or other government fees that may apply to the Purchaser's order of the Products. If they apply, the Purchaser is responsible for paying them. If the Seller pays any such taxes, duties, levies or other government fees in relation to the Purchaser's order of the Products, the Purchaser acknowledges and agrees that the Seller will add them to the relevant invoice.

4.3 The Price does not include the cost of shipping the Products to the Purchaser.

4.4 All invoices are to be paid by the Purchaser in the manner and currency nominated by the Seller at the time the relevant order is placed.

4.5. Terms of payment

4.5.1 The invoice amount shall be paid in accordance with the payment terms stated on the invoice. If the invoice does not contain any payment conditions, invoices must be paid within 30 calendar days of the invoice date.

4.5.2 In the event of default on payment, interest on arrears in the amount of 10% per annum is payable. The Seller is at liberty to prove higher damages caused by default. Charging interest shall not extend the time for payment nor imply any forbearance to sue or otherwise recover overdue money.

5 INTELLECTUAL PROPERTY RIGHTS

5.1 The Purchaser acknowledges and agrees that the Seller and/or its Affiliates own or are licensed to use all Intellectual Property Rights in the Products and that nothing in these Terms or the Purchaser's use of the Products grants the Purchaser a licence to or other interest in any Intellectual Property Rights of the Seller or its Affiliates or any third party suppliers other than the right to use the Products purchased from the Seller in accordance with these Terms and any Documentation provided by the Seller in relation to that use.

5.2 The Purchaser must not:

5.2.1 modify, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Products;

5.2.2 reverse engineer, disassemble or otherwise attempt to derive or gain access to the underlying technology or Intellectual Property Rights of the Products or any part thereof; or

5.2.3 remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Products.

6 LIABILITY AND INDEMNITIES

6.1 The Seller does not warrant that:

6.1.1 the Products are fit for any purpose, nor that they have any particular qualities or characteristics;

6.1.2 the use of the Products will lead to any particular result or outcome; or

6.1.3 the use of the Products will not infringe the rights (including Intellectual Property Rights) of any person.

6.2 To the maximum extent permitted by law and subject to the Mandatory Terms, the Seller excludes all warranties, express or implied, including, without limitation, warranties of merchantability, fitness for a particular use, safety or quality in relation to the supply of the Products.

6.3 The Seller expressly limits its liability for breach of any condition, warranty or guarantee implied or a consumer guarantee implied by virtue of any law (a Mandatory Term) to the following remedies (the choice of which is to be in the Seller's sole discretion: (a) in the case of goods, any one or more of the following: (i) the replacement of the goods or supply of equivalent goods; (ii) the repair of the goods; (iii) the payment of the costs of replacing the goods; or (iv) the payment of the costs of having goods repaired; and (b) in the case of services, (i) the supply of the services again; or (ii) the payment of the cost of having the services supplied again.

6.4 To the maximum extent permitted by law, neither the Seller nor any of its Affiliates will have any liability to the Purchaser, however arising and under any cause of action or theory of liability, including in respect of special, indirect or consequential damages, loss of profit (whether direct or indirect), loss of use or loss of business opportunity.

6.5 To the extent allowed by applicable law, the Purchaser releases and indemnifies the Seller, each of its Affiliates and

their respective officers, employees, consultants and agents from and against all actions, claims, proceedings and demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with you and whether at common law, under tort (including negligence), in equity, pursuant to statute or otherwise, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether direct or indirect or consequential, including consequential financial loss), arising out of or in connection with the Purchaser's receipt, use, storage or disposal of the Products, and from and against all damages, reasonable costs and expenses incurred in defending, satisfying or settling any such claim, proceeding or demand.

6.6 To the extent the indemnity in clause 6.5 refers to persons other than the Seller, the Seller holds the benefit of the indemnity as principal and on trust for each of those other persons.

7 EXPORT CONTROL

7.1 The Purchaser acknowledges that the Products received from the Seller are subject to United States export control laws and regulations. The Purchaser represents and warrants to the Seller and each of its Affiliates that it will not, directly or indirectly:

7.1.1 sell, export, re-export, transfer, divert, or otherwise dispose of any Products received from the Seller to any destination, entity or person prohibited by the laws or regulations of the United States; or

7.1.2 use the Products for any use prohibited by the laws or regulations of the United States and/or the Purchaser's local jurisdiction, without obtaining prior authorisation from the competent government authorities as required by those laws and regulations.

8 DEFINITIONS

8.1 In these Terms, unless the context otherwise requires:

Affiliate means, in relation to a person, each or any other person who for the time being directly or indirectly controls, is controlled by or is under common control with such person, and "control" for these purposes means (a) holding the majority of the voting rights or share capital of such person; or (b) otherwise having the power to direct the management and policies of such person, including the direct or indirect capacity to control the composition of the board, other governing body or decision making process of that person.

Documentation means all documentation and instructions provided or referenced by the Seller for or relating to use of the Products, including any information for use, package inserts, protocols or similar technical documentation for a Product.

Intellectual Property Rights means all intellectual property rights, including, without limitation:

(a) patents, copyright, rights in circuit layouts, registered designs, plant varieties, trade marks (including service marks), all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including know-how, and the right to have confidential information kept confidential; and

(b) any application or right to apply for registration of any of those rights;

Price means the price payable by you for the Products, as set out in the Purchase Order.

Product means the Seller's research use only (RUO) EXO-NET[®] product and/or any other product that the Seller makes available or sells to the Purchaser pursuant to these Terms.

Purchase Order means the document agreed by the Purchaser and the Seller for the Product, or such other written exchange between the parties related to your purchase of the Products, which details the Products, the Price, delivery details and any other relevant information related to your purchase of the Products.

9 MISCELLANEOUS

9.1 Each provision of these Terms is individually severable. If a provision of these Terms is invalid, illegal or unenforceable then, to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of these Terms. All other provisions of these Terms remain in full force and effect.

9.2 Neither the Seller nor the Purchaser shall be responsible and held liable for any delay or default in the performance of its obligations (other than payment obligations) under these Terms to the extent the default is caused by an event beyond its reasonable control. An event of force majeure shall include, without limitation:

9.2.1 an act of war or terrorism;

9.2.2 fire;

9.2.3 natural disasters such as floods and storms;

9.2.4 general shortage of raw materials or inability to obtain equipment or materials;

9.2.5 law-making or governmental decisions, embargos, export and import restrictions on shipping or delivery; and/or

9.2.6 epidemics, pandemics, strikes, lockouts or labour disputes of any kind (whether relating to its own employees or others).

9.3 If either party is affected by one (or more) of the events described in clause 9.2, it shall promptly notify the other party thereof, stating the nature of the event, its estimated duration, and actions being taken to avoid or minimize its effects.

9.4 A waiver by a party is only effective if it is in writing and with respect to the particular obligation or breach in respect of which it is given. A party's failure to exercise, or delay in exercising, a right or power does not operate as a waiver of that right or power and does not preclude the future exercise of that right or power.

9.5 These Terms are governed by and are to be construed in accordance with the law in force in Victoria, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.