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## Public Offer Agreement for Research Activities

### TERMS AND DEFINITIONS

**Contractor** means Evogen LLC (legal address: 3B Akademika Artsimovicha Street, 2<sup>nd</sup> floor, facility III, office 2, Moscow 117437, business address: 20, 4<sup>th</sup> Roshchinsky Proyezd, bldg 5, Moscow 115191, OGRN 1187746691714, INN 7728436684, KPP 772801001), carrying out research activities (hereinafter – Work, Testing) hereunder using a methodology for testing (hereinafter — Test, Testing) biological material provided by the Customer (hereinafter — Biological Material).

**Customer and/or Client** is an individual who is fully legally capable according to the Russian law, having accepted this offer on the conditions below.

**Research activities using a methodology for testing biological material** means work related to testing biological material provided by the Customer and provision of the analysis results in the form of a report containing findings of the Biological Material testing.

**Contractor's Website or Website** is an electronic information resource of the Contractor in the Internet at [www.evogenlab.ru](http://www.evogenlab.ru) providing the Customer with information on the Contractor's Work, including formalization and payment of the Contractor's Work, creation of a personal account, online support to the Customer, uploading and storage of the report with the Testing findings.

**Personal Information** means information provided by the Customer in writing at [www.evogenlab.ru](http://www.evogenlab.ru) for the purpose of signing up and creation of a personal account (including filling in sections) on the website and information provided by the Customer for the purpose of performing the Work and preparation of the report by the Contractor.

**Personal Account** is a private part of the website available solely to the Customer after entering his or her Login and password used for performance of this Agreement and exchange of information.

**Customer's Email** is the email specified by the Customer in the personal account.

**Login** is the Customer's email.

**Contractor's Report** is a report with the results of Testing the Customer's biological material (hereinafter — Report) prepared by the Contractor in an electronic or paper format. Testing is not a medical service. The Work Result does not contain any suppositions or conclusions regarding the Customer having/not having any diseases or identification of the Customer's conditions or complications. The Work Result is intended solely for informing the Customer on the specifics of the DNA in the Biological Material provided by the Customer for the research purposes.

### General provisions

1. This document is a public offer (Article 437 of the Civil Code of the Russian Federation) of the Contractor addressed to an unlimited range of capable persons and contains all the essential conditions regarding performance of the Work related to Testing of the Customer's Biological Material.
2. The Contractor's website [www.evogenlab.ru](http://www.evogenlab.ru) is set up and used by the Contractor for the purpose of testing the Customer's biological material on an arm's length basis. The Work is not a method of prevention, diagnosis, treatment or medical rehabilitation; the information provided to the Customer upon the result of the Work (Report) may not be used for diagnosis, treatment, prevention of diseases or medical rehabilitation.
2. The Work performed by the Contractor is required for the Customer only for personal, family, home, and other needs not related to business activities.
3. By paying for the research activities ordered on the Website, the Customer unconditionally accepts the terms and conditions hereof. The Contractor guarantees it has the necessary legal capacity to conclude and execute the Contract.
4. The Contractor is entitled to unilaterally change the List of the Available Services and the conditions of this Agreement at any time without prior coordination with the Customer, subject to publication of the changed conditions on the Internet resource at [www.evogenlab.ru](http://www.evogenlab.ru). Such changes shall enter into force upon their publication on the website.
5. The Customer may receive the preliminary exhaustive information on the available services at: [www.evogenlab.ru](http://www.evogenlab.ru), or by calling the Contractor +7 (499) 350-00-98 or emailing to [info@evogenlab.ru](mailto:info@evogenlab.ru).
6. The Customer can see examples of the Work results, which are available at [www.evogenlab.ru](http://www.evogenlab.ru).

## **1. WORK ORDER**

- 1.1. In order for the Contractor to perform the biological material testing of the Customer, the latter shall:
  - 1.1.1. Select the required Test of biological material at [www.evogenlab.ru/https://mygenetics.ru/](http://www.evogenlab.ru/https://mygenetics.ru/).
  - 1.1.2. Register on the Contractor's website at [www.evogenlab.ru/](http://www.evogenlab.ru/). The Customer receives a unique Login and Password for access to the Personal Account, which is used to access the web-interface. Login and Password are unique alphanumeric designations being an equivalent of the Customer's handwritten signature. The Customer undertakes to keep the Login and Password in secret and not to disclose it to third parties and not to place them in the public domain.
  - 1.1.3. Pay for the selected Test specified by the Contractor at [www.evogenlab.ru/](http://www.evogenlab.ru/).
  - 1.1.4. The Work related to testing the Customer's Biological Materials shall be performed under the conditions of full advance payment within 3 business days from the date of receipt of the Biological Material collection tube. Ways of receiving Biological Material collection tubes:
    - In the Contractor's office at: 20, 4<sup>th</sup> Roshchinsky Proyezd, bldg 5, Moscow 115191
    - By courier at the address specified by the Customer (within Moscow or Moscow region)
    - By mail (for other regions)
    - In laboratories or medical organizations authorized by the Contractor.

- 1.1.5. The Contractor's Work shall be paid by the Customer in rubles in any of the ways specified on the Website. The moment of payment shall be deemed the receipt of funds to the Contractor's account. In case the payment made by the Customer via the Website is not credited to the Contractor's bank account, the execution of the Work by the Contractor shall be suspended of which the Customer shall be notified via email provided by the Customer at the time of registration on the Contractor's website.
- 1.1.6. At his or her own expense have Biological Material taken at a third party medical organization or laboratory specified by the Contractor at [www.evogenlab.ru/](http://www.evogenlab.ru/) to the tube provided by the Contractor. The cost of taking Biological Material is not included in the cost of the Contractor's Work.
- 1.1.7. Fill in a written form and give consent to the processing of personal data and informed consent to the transfer of the Biological Material across the customs border of the EEU, placed in the public domain at [www.evogenlab.ru/](http://www.evogenlab.ru/).
- 1.1.8. Give the Contractor a tube with the Biological Material, a filled in and signed consent to the processing of personal data and informed consent to transfer the Biological Material across the customs border of the EEU (delivery to the Contractor shall be separately paid by the Customer):
- to the Contractor's representative within 24 hours upon filling the tube (having the Biological Material taken) in the Contractor's office at 20, 4<sup>th</sup> Roshchinsky Proyezd, bldg 5, Moscow 115191.
  - to the Contractor's courier (within Moscow or Moscow region) within 24 hours upon filling the tube (having the Biological Material taken);
  - through laboratories or medical organizations authorized by the Contractor.
- 1.1.9. Providing the Contractor with all the documents specified in this clause is an essential condition for performing the Work by the Contractor. In case one or more documents of the above are missing, the Contractor cannot perform the Work and will not be liable for non-performance of the Work.
- 1.1.10. The Contractor may engage third parties (NIPD Genetics Public Company Ltd (Cyprus), 31 NeasEngomis Str., Engomi, 2409 Nicosia, Cyprus) to perform the Work.
- 1.1.11. The Contractor may track performance of the Work in the personal account on the Contractor's website at [www.evogenlab.ru/](http://www.evogenlab.ru/).
- 1.1.12. The results of the work performed shall be provided as a report in electronic form from an email containing "@evogenlab.ru" or in the Client's Personal Account in the Contractor's website at [www.evogenlab.ru](http://www.evogenlab.ru/) or in paper form in a special package. The electronic and paper reports shall contain all the information required on the results of the Work performed. The Customer may get a certified paper report on the results of the research from the section by an application to the administration at the Contractor's address or by any other means agreed by the Parties.
- 1.1.13. The timelines for performance of the Work shall be from 10 to 60 business days upon receipt of the Customer's Biological Material by the Contractor (depending on the Test selected). These timelines can be extended subject to the Contractor's notice to the Customer by the number of days matching the state holidays of the Republic of Cyprus during the performance of Work. The Contractor is entitled to complete the Work ahead of schedule.

1.1.14. The work shall be considered to be performed in full and with proper quality, in the absence of written objections or complaints by the Customer within two (2) months upon emailing the report or placement of the results in the Customer's personal account, being equivalent of signing the Service Acceptance Report by the Customer. No additional service acceptance report is required to be signed. In case of any complaints the Customer shall address them to the customer service by email: info@evogenlab.ru.

1.1.15. The Customer is entitled to reject the Work paid by them, in this case the amount paid for the Work shall be refunded as follows:

- Fifty percent (50%) – in case of Agreement termination in the period from payment to the date of Biological Material transfer to the Contractor;
- Not refunded – after transfer of the Biological Material to the Contractor (the Contractor's representative).

The specified payment amount shall be set off against compensation of the Contractor's costs. To initiate the refund procedure the Customer shall email to the customer service (info@evogenlab.ru).

## 2. OBLIGATIONS OF THE PARTIES

2.1. The Contractor shall:

2.1.1. carry out Testing of the Biological Material in accordance with the requirements placed in the public domain at [www.evogenlab.ru/](http://www.evogenlab.ru/);

2.1.2. process the results obtained in the course of Testing and prepare a report on the research activities performed (**Report**). The requirements to the Report content and the procedure of its provision are placed in the public domain at [www.evogenlab.ru/](http://www.evogenlab.ru/);

2.1.3. notify the Customer of impossibility to perform the Work or of any circumstances having arisen, which may possibly lead to changes in the type, scope, timelines or quality of the Work performed;

2.1.4. suspend performance of the Work in order to agree on further actions with the Customer in case impossibility of obtaining the Work results due to any circumstances beyond the Contractor's control is discovered. In this case, The Contractor shall immediately notify the Customer in his personal account at [www.evogenlab.ru/](http://www.evogenlab.ru/) and a notice of Work suspension shall also be emailed to the address specified at registration on the Website with justification of such suspension and take all possible measures to minimize the losses, and, after that, the Parties shall determine further actions by means of negotiations within fifteen (15) business days.

2.2. The Customer shall:

2.2.1. pay for the Contractor's Work in accordance with the procedure and within the timelines specified on the website by the Contractor at: [www.evogenlab.ru/](http://www.evogenlab.ru/);

2.2.2. provide the Biological Material in strict compliance with the requirements specified herein;

2.2.3. in case impossibility or infeasibility of Work continuation is established, resulting from any circumstances beyond the Contractor's control, compensate reasonable costs incurred by the

Contractor confirmed by documents, but not exceeding the Work price. In case the Customer has transferred to the Contractor an advance payment for incomplete Work which exceeds the amount to be paid or compensated, the Contractor shall return the corresponding part of the advance payment to the Customer within thirty (30) business days upon the date of the Customer's corresponding application to the customer service by email (info@evogenlab.ru);

2.2.4. accept from the Contractor results of the duly performed Work in accordance with the procedure and within the timelines provided for by this document.

### **3. ADDITIONAL CONDITIONS OF WORK PERFORMANCE**

- 3.1. In case of violation of the requirements to the Biological Material, the timelines of transfer of the Biological Material to the Contractor by the Customer, if the violation has resulted in Testing impossibility, the Customer may repeatedly have the Biological Material taken (but only one time). Otherwise, Work performance by the Contractor shall be stopped, and the Contractor's costs shall be compensated by the Customer from the previously paid amount or in addition to it in case it is not sufficient.
- 3.2. In exceptional circumstances caused by any process need or specifics of the Biological Material for Testing, the Contractor is entitled to request and the Customer agrees to provide the Contractor with additional samples of the Biological Material.
- 3.3. In the cases specified in Clauses 3.1 and 3.2 hereof, the period of this Agreement and the timelines of Work performance shall be extended in proportion to the time required for additional collection of the Biological Material and arrangement of Testing.
- 3.4. In case the Customer refuses to provide additional samples of the Biological Material provided for by Clause 3.2 hereof, the Contractor is entitled to perform the Work.
- 3.5. Due to the biological specifics and the research nature of the Work, there is a risk of non-obtaining any result of the Testing. In this case, the Contractor shall, upon the Customer's written request, return the advance payment received for performance of the Work less the costs actually incurred by the Contractor for Testing.
- 3.6. The title to the Biological Material is held by the Contractor starting from the time of receiving the Biological Material.
- 3.7. The Contractor may use and keep the Biological Material at its discretion for the purpose of Testing and for further use of the Biological Material for research and development purposes.
- 3.8. As the Contractor's Work is of research nature and implies new methods of Testing, the Contractor shall be released from liability for violation of timelines of Work performance if such violation is caused by significant changes in the Work methodology or process.
- 3.9. The Work shall be deemed completed upon provision of the Testing Report to the Customer.

### **4. RIGHTS FOR THE WORK RESULTS**

- 4.1. The exclusive right to the Report as a know-how is held by the Contractor upon its preparation. The Contractor may deal with the exclusive right for the Report at its discretion, including without limitation the Contractor is entitled, without agreement by the Customer, to:
  - 4.1.1. use the Report for any research and development purposes without mentioning the Customer;
  - 4.1.2. keep the Report;
  - 4.1.3. transfer the Report to any third parties as a part of its research and development activities, subject to denationalization of the personal data contained in the Report;
- 4.2. The Customer may use the Report solely for his or her own needs for the information purpose and not for self-diagnostics or further self-treatment.

## **5. LIABILITY OF THE PARTIES**

- 5.1. The Parties shall be liable for non-fulfillment or improper fulfillment of their obligations hereunder in accordance with the applicable law of the Russian Federation.
- 5.2. In case of non-fulfillment of the Customer's obligations for payment of the Work in time, the Contractor is entitled to change the time of Testing or delay provision of the Report with a prior notice to the Customer.
- 5.3. In case the Customer provides Biological Material not complying with the requirements set forth by the Contractor at: [www.evogenlab.ru/](http://www.evogenlab.ru/) in terms of quality or quantity, which does not allow to duly perform the Testing, the Contractor is entitled to claim payment of the Work performed in full in the following cases:
  - 5.3.1. when the fact of undue quality of the Biological Material is identified after start of the Testing;
  - 5.3.2. when the Customer informed of undue quality of the Biological Material insists on Testing this Biological Material.
- 5.4. In case of violation of the conditions of and the procedure for having the Biological Material taken by the Contractor, the payment received for the Work shall be counted by the Contractor as compensation of its costs. This condition shall apply if the Customers has refused to repeatedly have the Biological Material taken or if such repeated collection of the Biological Material is unacceptable hereunder.
- 5.5. The Contractor shall not be liable for any losses or damage incurred by the Customer or any other person due to the Testing results in case of violations of the requirements to Biological Material quality, including non-disclosure of any circumstances with an impact on the testing result listed by the Contractor at [www.evogenlab.ru/](http://www.evogenlab.ru/) by the Customer.
- 5.6. The Contractor shall not be liable for subjective perception of the Work results by the customer or any other person.
- 5.7. The Contractor does not assume any obligations related to use of the Testing results by the Customer for any special purposes not specified herein. For example (but not limited to this), if the Customer intends to use the Testing results in court proceedings, he or she shall provide for

independent assessment of his or her rights and legal risks and the possibility of using the Testing results for this purpose.

## **6. FORCE MAJEURE**

- 6.1. The Contractor shall not be liable for violation of the offer agreement in case it is caused by any circumstances of insuperable force (force majeure), including: actions by public authorities, fires, waterfloods, earthquakes, other natural calamities, disconnection of powers and/or any computer network failures, strikes, civil disturbances, disorders, any other circumstances not limited to the above which may have an impact on fulfillment of the conditions hereof by the Contractor beyond the Contractor's control.

## **7. CONFIDENTIALITY AND PROTECTION OF INFORMATION.**

- 7.1. The Customer's personal data shall be processed by the Contractor in accordance with Federal Law on Personal Data No. 152-FZ and the Policy for Customers' Personal Data processing of Evogen LLC.
- 7.2. In the course of Work performance the Contractor shall provide for confidentiality and safe-keeping of the Customer's personal information.
- 7.3. By filling in the NAME and Email fields and ticking the "I accept the agreement conditions" field the Customer provides his or her name and email to the Contractor and agrees for their processing by the Contractor, including for discharge of the Contractor's obligations under the public offer at [www.evogenlab.ru/](http://www.evogenlab.ru/) in case of the Customer's acceptance and the quality of the Work performed by the Contractor.
- 7.4. The Customer shall be entitled to refuse to receive advertising or any other information without explanation of the reasons for the refusal by informing the Contractor of his or her refusal by an appropriate notice to the Contractor's email ([info@evogenlab.ru](mailto:info@evogenlab.ru)). The service messages informing the Customer of the results of the Testing performed by the Contractor are sent automatically and may not be rejected by the Customer.
- 7.5. By filling in the form of consent for personal data processing the Customer provides the Contractor with his or her personal data and agrees for its processing by the Contractor for the purpose of discharge of the contractual obligations to the Customer.
- 7.6. Personal data processing consent can be recalled by recalling acceptance of this Public Offer using the corresponding form. The executed recall of the consent shall be emailed to the customer service to [info@evogenlab.ru](mailto:info@evogenlab.ru).
- 7.7. The Contractor shall not be responsible for the data provided by the Customer on the website in public domain (in comments and reviews).
- 7.8. The Contractor is entitled to record phone conversations with the Customer. However, the Contractor shall prevent any attempts of unauthorized access to the information received in the course of phone conversations and/or its transfer to third parties nor immediately related to work performance in accordance with p. 4 of Article 16 of the Federal Law on Information, Information Technologies, and Protection of Information.

## **8. FINAL PROVISIONS**

- 8.1. This document shall enter into force upon the Customer's signing up on the Contractor's website at [www.evogenlab.ru](http://www.evogenlab.ru) and shall be valid for 3 years.
- 8.2. All the issues not directly covered by this document shall be regulated by the applicable law of the Russian Federation.
- 8.3. In case of impossibility of Work performance through the Contractor's fault, the Contractor shall return the money paid by the Customer.
- 8.4. As the Contractor's Work are science-based and implies innovative research methods, the Contractor shall be released from liability for violation of timelines of Work performance if such violation is caused by significant changes in the Work methodology or process.
- 8.5. The Customer shall independently provide for confidentiality of the identification information (login, password, etc.) for access to the Personal Account and is responsible for all the activities carried out using his or her login and password and shall bear the risk of unfavorable consequences of their loss. The Customer shall guarantee that it takes responsibility for all the circumstances which may arise out of his or her action and/or third parties' access to its personal information, including the information on the Customer's genetic information.
- 8.6. The Contractor shall not be liable for violation of the offer agreement in case it is caused by any circumstances of insuperable force (force majeure), including: actions by public authorities, fires, waterfloods, earthquakes, other natural calamities, disconnection of powers and/or any computer network failures, strikes, civil disturbances, disorders, any other circumstances not limited to the above which may have an impact on fulfillment of the conditions hereof by the Contractor beyond the Contractor's control.
- 8.7. The Contractor shall not be liable for any losses incurred by the Customer or any other person related to the results of the researches conducted.
- 8.8. The amount of the Contractor's possible liability due to performance of the Work shall be limited to compensation of the direct actual damage and may not exceed the Work Price.
- 8.9. The Contractor shall not be liable for subjective perception of the research results by the customer or any other person.
- 8.10. The Parties commit to take all the reasonable measures to resolve disputes and disagreements which may arise out of this Offer Agreement or its performance by means of negotiation.
- 8.11. The Parties have agreed to follow the pre-judicial procedure for settlement of disputes. The time of claim examination may not exceed sixty (60) business days.
- 8.12. A claim shall be in writing. A claim shall be attached the documents containing evidences of non-discharge or undue discharge of the obligations under the agreement and in case of a claim for damage compensation – the information on the scope of the damage. Executed complains shall be emailed to the customer service to [info@evogenlab.ru](mailto:info@evogenlab.ru).
- 8.13. In case any dispute cannot be resolved by means of negotiation, after observance of the pre-judicial procedure, the dispute shall be subject to proceeding in the Arbitrazh Court of Moscow according to the procedure set by the law of the Russian Federation.
- 8.14. Invalidation of any provision hereof, including through a court decision, shall not result in invalidation of its other provisions or the Agreement as a whole.
- 8.15. The Parties hereto acknowledge legal force of the documents received by fax or email on the same basis as of the documents executed in a simple written form. In case of any disagreements,





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the Parties have agreed to consider the evidences of the Contractor's archive service true and conclusive for resolution of disagreements between the Parties.