



3595 route de Tournai  
59500 DOUAI

17/12/2024

C. CABROL, director of VALOGENE  
149 rue de Bercy  
F 7595 PARIS CEDEX 12  
FRANCE

Re : Engagement letter with respect to Illumina – Valogene contract 2025 - 2030

Dear Cyril Cabrol,

Hereafter, **GÈNES DIFFUSION** acknowledges and agrees to the terms and conditions of VALOGENE see Appendix A). **GÈNES DIFFUSION** also confirms the commitment for the commonly purchased genotyping microarrays by VALOGENE according to the following conditions:

1) Definitions

*Genotyping Microarray;*

*Microarray used to genotype DNA. One Microarray can be used to genotype multiple samples (n=48, 96, or 192).*

*Attempted Bead Types (ABT)*

*Total number of probes (1 or 2 probes per loci/markers) to be designed on the microarray. The number of ABT is higher than the number of markers.*

*Customized Genotyping Microarray*

*Genotyping microarray elaborated within the provision from Valogene and the EuroGenomics Partners of specific instructions and information.*

*EuroGenomics Partners*

*Members of the EuroGenomics Cooperative as well as members of the EuroGenomics chip design group (University of Liège in Belgium, CRV, INRAe, ELIANCE, University of Aarhus in Denmark, vit, CONAFE, Balice) collaborating with Irish Cattle Breeding Federation (ICBF).*

*Third Party Customers*

*All customers who buy Customized Genotyping Microarray from Valogene and who are not Members of EuroGenomics Cooperative or represented by Members of EuroGenomics cooperative.*

*Commercial part of the Customized Genotyping Microarray :*

*Limited number of markers to be made available for all customers (EuroGenomics Partners and Third Party Customers). This part was previously referred to as “public”, while it is confusing. The list of selected markers and associated design remains confidential.*

*Common part of the Customized Genotyping Microarray :*

*Limited list of markers to be read by all EuroGenomics Partners, in addition to the “Commercial part”. These markers list shall not be exchanged outside of the EuroGenomics Partners.*

*Private part of the Customized Genotyping Microarray*

*Parts that are specific to country, they are used for markers discovery and therefore customization of the next versions of the customized genotyping microarray. These parts cannot be read by Third Party Customer nor by other EuroGenomics users except agreement.*

*Infinium EX :*

*Excalibur, “EX”, is the next innovation for the ILLUMINA array platform with several major improvements compared to Infinium XT, while keeping the robustness and performance of Infinium XT technology. It is targeted to make available 3 formats: 192, 96 & 48 samples per microarray. The first one to be introduced will be the 192 format. It is expected to bring faster turnaround time, allow for higher throughput, bringing further economy on scale for high-throughput laboratories. See Short Note on Infinium EX for Eurogenomics drafted October 18, 2024 by André Eggen (ILLUMINA) – Appendix B.*

2) Commitment (Genotyping Microarray: type and quantity):

The contract between ILLUMINA and VALOGENE covers the supply of the customized EuroG MD Genotyping Microarray to genotype 5,000,000 of samples.

*This Genotyping Microarray has been customized by and for EuroGenomics, and includes a maximum of 115,000 ABT (~100 000 markers), and is composed by three (3) parts (commercial, common and private).*

*From April 2025, a new version of the microarray will be introduced : EuroG MD v6. It will be available under Infinium I-Select technology, 2 formats: XT (96 samples per chip) or HTS (24 samples per chip).*

*Until the new version is ready to be used in the labs, labs will be delivered with the current EuroG MD v5.*

*From 2026 or later, the EuroG MD v7 Genotyping Microarray will be introduced using a new technology called EX (the full content can be reviewed). The exact timeline of implementation of the EX technology depends on the timeline of implementing this technology in all EuroGenomics labs. This timeline will be defined involving all parties (labs, the EuroGenomics chip development group, Illumina, Valogene and EuroGenomics Members).*

*Up to 4 different versions of the microarray can be considered during the length of our contract : 2 new versions (EuroG MD v6 (XT technology) and EuroG MD v7 (EX technology)), 2 updates (with add-on markers, if space is remaining). Planning of the new versions and updates is done in collaboration with the EuroGenomics Chip Development group, but also depends on EX transition and chip inventory.*

**GÈNES DIFFUSION** hereby confirms the commitment for **248 832 samples** (out of the 5,000,000) to be genotyped with the EuroG MD v5, v6, v7 and possible other versions of the Genotyping Microarray, designed within the new contract.

3) Commitment duration :

The contract between Illumina and VALOGENE is starting as soon as the previous one is due (all 3,000,000 of samples from the previous contract delivered; expected around April 2025). The term of the new contract (2025 – 2030) is therefore planned from April 1<sup>st</sup>, 2025 to March 31<sup>st</sup>, 2030. If all 5,000,000 of samples of the new contract will be delivered prior to March 31<sup>st</sup>, 2030, the new contract will end by the date of the last delivery.

**GÈNES DIFFUSION** hereby confirms that the quantity under '2) Commitment' needs to be consumed during this term. The last shipment is targeted no later than 31/03/30.

At the end of the commitment duration, any remaining samples will be distributed according to the number of samples to allocate at the end of the commitment as mentioned in table 2.

**GÈNES DIFFUSION** recognizes that VALOGENE does not guarantee delivery of EuroG MD Genotyping Microarray for quantities above the committed quantity under (2), but VALOGENE will do its utmost efforts to ensure orders above the committed quantity (including samples to allocate) and will undertake actions in this perspective if needed.

**GÈNES DIFFUSION** supports the principle that VALOGENE and EuroGenomics Parties protect each other from running out of Genotyping Microarrays within the term of the contract.

4) Authorized genotyping laboratories:

From the v6, the EuroG MD Genotyping Microarray (including commercial, common and private part as defined by **INRAE, ELIANCE & GÈNES DIFFUSION** and named: EuroG\_MD\_FRA) shall be delivered to authorized laboratory, designated below:

Genotyping labs (name)	Address
GD BIOTECH	Gènes Diffusion 3595 ROUTE DE TOURNAI B.P 70023 59501 DOUAI CEDEX

The list of authorized genotyping laboratories might be updated by **GÈNES DIFFUSION** at any time, by updating this letter (points 4 and 5). As soon as all information is available (date A), VALOGENE will inform ILLUMINA, update the appendix of the ILLUMINA – VALOGENE agreement and VALOGENE will do its utmost to ensure delivery in any new lab within 6 months (from date A) but might be subject to ILLUMINA conditions (local taxes, logistics, local exclusive distributors).

5) Preliminary shipment schedule :

**Table 1**

Ship to	Date	Packaging	Qty	Total samples
Genes Diffusion - GD BIOTECH	8 Apr 2025	1152	10	11520
Genes Diffusion - GD BIOTECH	6 May 2025	1152	10	11520
Genes Diffusion - GD BIOTECH	8 Jul 2025	1152	12	13824
Genes Diffusion - GD BIOTECH	2 Sept 2025	1152	10	11520
Genes Diffusion - GD BIOTECH	4 Nov 2025	1152	10	11520
Total - 2025				59 904

Update of the shipment are always possible with a minimum of 9 weeks before planned shipment date.

6) Price :

EuroG MD Genotyping Microarray : **5,50 € per sample** (the price might be revised by VALOGENE each year in January or in July).

7) Payment :

Invoice should be sent to GD Biotech Service comptabilité 3595 Route de Tournai 595001 Douai Cedex.

**GÈNES DIFFUSION** confirms to accept the TERMS AND CONDITIONS OF VALOGENE (including clauses 8, 9 and 10 on invoicing terms and conditions, terms of payment and late penalty fee).

8) This commitment will not be converted in any other product

9) Commitment of **GÈNES DIFFUSION** and the authorized genotyping laboratory :

**GÈNES DIFFUSION** confirms that the authorized genotyping lab hereby:

- is committed to accept deliveries relating to purchase orders of the EuroG MD Genotyping Microarray carried out as part of this commitment.
- acknowledges and agrees to the terms and conditions of VALOGENE
- has read and accepts the conditions of use and warranty of the product as defined by ILLUMINA in its terms and conditions of sale determining the ability to benefit from the guarantee after transfer of risks and ownership.

The ILLUMINA terms and conditions are reminded to the genotyping labs at each delivery with ship notification, also Illumina T&Cs are available on the Illumina website or on the following link: <https://www.illumina.com/content/dam/illumina-marketing/documents/terms-conditions/united-states/usa-terms-and-conditions-warranty-services.pdf>

#### 10) Sales of the EuroG MD Genotyping Microarray to 3<sup>rd</sup> parties :

**GÈNES DIFFUSION** and the authorized genotyping laboratory agree that the resale of the Microarray and Reagents as well as the reshipment of the Microarray and Reagents by the EG Member / Authorized lab to another Laboratory are prohibited.

Any purchase order sent to VALOGENE by the authorized genotyping laboratory directly (without approval of **GÈNES DIFFUSION**, ie outside of the letter of engagement) will be considered as a third party request: The authorized genotyping laboratory in this case will be delivered with the commercial part of the EuroG MD Genotyping Microarray and will be invoiced according to the price list defined by EuroGenomics for 3<sup>rd</sup> parties.

#### 11) Confidentiality :

EuroGenomics has developed the design for a customized genotyping microarray, as a result of the efforts of a group of associated researchers (EuroGenomics Partners including ICBF in Ireland) that contribute to the enhancement of DNA-analysis of cattle and therefore the customization of Genotyping Microarrays.

Therefore, the content and design of the EuroG MD Microarray, including marker combination and probe designs, do result from a specific and valuable know-how of the EuroGenomics Partners and is intended to remain confidential. In accordance with the provisions of L151-1 of the of the French Commercial Code, this information is protected by the trade secret.

To that end, **GÈNES DIFFUSION** agrees and confirms:

- To not reproduce or make copies of the content and designs of the EuroG MD Genotyping Microarray, entirely or partially, as well as to not disclose the manifest file of the EuroG MD to any other party, and more generally to not disclose content and designs (these obligations of confidentiality do not apply to the extent the content or designs of the genotyping microarrays are in the public domain, or are required to be disclosed by law).
- To acknowledge appropriately in all publications, including (but not limited to) all research papers, reports and industry presentations the EuroG MD Genotyping Microarray as a development by EuroGenomics and its collaborators.

**GÈNES DIFFUSION** also makes sure that the authorized genotyping lab will respect these confidentiality rules.

**GÈNES DIFFUSION** authorizes VALOGENE to share the number of samples genotyped with EuroG MD by the delivered labs for internal discussion within EuroGenomics and **GÈNES DIFFUSION** agrees to keep confidentiality on these figures and any confidential information distributed within the EuroGenomics framework.

#### 12) Distribution of the samples at the end of the VALOGENE – ILLUMINA contract:

If the total commitment of 5,000,000 of samples in the VALOGENE – ILLUMINA contract is not entirely consumed at the end of the contract, by the EuroGenomics members and VALOGENE customers authorized by EuroGenomics, the remaining samples will be distributed according to country commitment (**43%** for ELIANCE members = AWE, LABOGENA DNA, GÈNES DIFFUSION SAS ).

**Table 2**

COUNTRY EG MEMBER	Organization EG signing letter of engagement	Country Commitment 2025-2030	2025-2030 WEIGHT
FRANCE-BELGIUM	<b>ELIANCE Members</b>	2 000 000	43%
DEU, NLD, DFS, ESP	<b>Rest of EuroGenomics</b>	2 297 833	49%
3rd Parties	<b>VALOGENE</b>	350 000	8%
Safety Stock	<b>ALL</b>	352 167	-
<b>TOTAL EG</b>		<b>5 000 000</b>	<b>100%</b>

**GÈNES DIFFUSION** commitment represents 12 % of ELIANCE committed samples.

Similarly **GÈNES DIFFUSION** agrees that, at the end of the 25-30 contract, the remaining samples (if any) will be distributed as follow:

- 12 % for **GÈNES DIFFUSION**, as delivered in the lab of University of Liège
- 88 % for the remaining **Eliance members**, as delivered at LABOGENA DNA and GÈNES DIFFUSION SAS and at GIGA, University of Liège.

**Table 3**

ELIANCE COMMITMENT	Country Commitment 2025-2030 (Samples)	2025-2030 WEIGHT
GÈNES DIFFUSION SAS	248 832	12%
Rest of ELIANCE	1 751 168	88%
<b>Total Eliance (FR_BE)</b>	<b>2 000 000</b>	<b>100%</b>

**GÈNES DIFFUSION** recognizes that Valogene does not guarantee delivery of EuroG MD Genotyping Microarray for quantity above the committed quantity but will do its utmost to ensure orders above the committed quantity (including samples to allocate) and will undertake actions in this perspective if needed. However, VALOGENE can't engage the responsibility in the latter case.

Also, VALOGENE can't be held responsible in case of non-delivery due to Force Majeure.

**GÈNES DIFFUSION** hereby acknowledges and agrees to the terms of the engagement, as set forth above.

Sincerely yours,

Ludivine LIETAR

Genotyping Platform Manager

