

26/07/2022

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

Subject: Engagement letter with respect to Illumina – Valogene contract 2022 - 2024

Dear Cyril Cabrol,

Hereafter, GÈNES DIFFUSION acknowledges and agrees to the terms and conditions of VALOGENE (distributed by VALOGENE on the 25/07/22). In case of any conflicts, this letter prevails over the terms and conditions. GÈNES DIFFUSION also confirms the commitment for the commonly purchased chips by VALOGENE according to the following conditions:

1) Definitions

Genotyping Microarray;

Microarray used to genotype DNA

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) in 2022.

Third Party Customers

All customers who buy Customized Genotyping Microarray from Valogene and who are not Members of EuroGenomics Cooperative or Partners.

Initial part of the Customized Genotyping Microarray

Limited list of SNP to be read by Third Party Customers. This part does exclude SNP protected by IP. To avoid any confusion, this part is no longer called "public": it contains "confidential" information with restricted use.

Common part of the Customized Genotyping Microarray

Limited list of SNP to be read by all EuroGenomics and ICBF users, in addition to the "initial part".

Private part of the Customized Genotyping Microarray

Parts that are specific to country, they are used for SNP 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.

2) Commitment (Genotyping Microarray: type and quantity)

The contract between Illumina and VALOGENE covers the supply of the EuroG MD Genotyping Microarray, version 4 to genotype 3,000,000 of samples. This Genotyping Microarray has been customized by and for EuroGenomics, it includes 100,000 ABT, it is composed by three (3) parts (basic, common and private) and is available under Infinium I-Select technology, 2 formats: XT (96 samples per chip) or HTS (24 samples per chip). The EuroG MD v4 Genotyping Microarray might be updated after one year (add-on, technology, format).

GÈNES DIFFUSION hereby confirms the commitment for 150,000 samples to be genotyped with the EuroG MD v4 and next versions of the Genotyping Microarray.

3) Commitment duration

The contract between Illumina and VALOGENE is from November 2022 – October 2024 and can be extended until April 2025.

GÈNES DIFFUSION hereby confirms that the quantity under '1) Commitment' needs to be consumed during this term. The last shipment is targeted on 30/10/24.

From the 01/11/24 until the 30/04/25, if any, remaining samples will be distributed according to the number of samples to allocate at the end of the commitment as mentioned in table 3.

GÈNES DIFFUSION recognizes that VALOGENE does not guarantee delivery of EuroG MD v4 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.

4) Authorized genotyping laboratories:

The EuroG MD v4 Genotyping Microarray (including basic, common and private part as defined by GÈNES DIFFUSION and named: EuroG_MD_GD) shall only be delivered to authorized laboratory, designated below:

Genotyping labs (name)	Address
Gènes Diffusion	Genes Diffusion - GD BIOTECH 3595 ROUTE DE TOURNAI CS70023 59501 DOUAI CEDEX

5) Preliminary shipment schedule:

Table 1

Ship to	Requested date (early)	Format (XT/HTS)	Packaging (1 kit: 48, 288, 1152, 4608 samples)	Quantity of kits	Total samples
GD	January 2023	XT	1152 samples	12	13824
	March 2023			10	11520
	May 2023			10	11520
	July 2023			12	13824
	September 2023			10	11520
	November 2023			10	11520
	January 2024			12	13824
	March 2024			10	11520
	May 2024			10	11520
	July 2024			12	13824
	September 2024			10	11520
	November 2024			10	11520

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

6) Price:

EuroG MD v4 Genotyping Microarray (and next versions): **6,50 € 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 59501 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 laboratories:

GÈNES DIFFUSION confirms that the authorized genotyping labs hereby:

- are committed to accept deliveries and payment relating to purchase orders of the EuroG MD v4 Genotyping Microarray carried out as part of this commitment.
- acknowledge and agree to the terms and conditions of VALOGENE (distributed by VALOGENE on the 25/07/22).
- have 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 v4 Genotyping Microarray to 3rd parties:

GÈNES DIFFUSION and the authorized genotyping laboratories agree that the resale of the Microarray and Reagents as well as the reshipment of the Microarray and Reagents to another Laboratory are prohibited.

Any purchase order sent to VALOGENE by the authorized genotyping laboratory(ies) directly (without approval of GÈNES DIFFUSION, ie outside of the letter of engagement) will be considered as a third party request; will be delivered with the basic part of the EuroG MD v4 Genotyping Microarray and will be invoiced according to the pricing list defined by EuroGenomics for 3rd 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 v4 Microarray (and any update), 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 chips 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 make sure that each authorized genotyping labs will respect these confidentiality rules.

GÈNES DIFFUSION authorizes VALOGENE to share the number of samples genotyped with EuroG MD v4 (and next versions) by the delivered labs for internal discussion within EuroGenomics and AWE 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 3,000,000 of samples in the VALOGENE – ILLUMINA contract is not entirely consumed at the end of the 22-24 contract by the EuroGenomics members and VALOGENE customers authorized by EuroGenomics, VALOGENE and EuroGenomics agree that the remaining samples will be distributed according to country commitment (43 % for Eliance members) : 340 177 samples might distributed for France.

Table 2

COUNTRY	COUNTRY COMMITMENT 22-24	WEIGHT	REMAINING SAMPLES TO ALLOCATE AT THE END OF THE COMMITMENT
FRA (VALOGENE, Eliance members)	950 000	43%	340 177
Rest of EuroGenomics (DEU, NLD, DFS, ESP)	1 259 000	57%	450 823
TOTAL EG	2 209 000	100%	791 000

GÈNES DIFFUSION commitment represents 16% of ELIANCE committed samples.

Similarly, GÈNES DIFFUSION agrees that, at the end of the 22-24 contract, the remaining samples (if any) will be distributed as follow:

- 16% for GÈNES DIFFUSION, as delivered in the lab of Gènes Diffusion - GD BIOTECH
- 84% for the remaining Eliance members, as delivered at LABOGENA DNA and University of Liège labs.

Table 3

ELIANCE COMMITMENT	COUNTRY COMMITMENT 22-24	WEIGHT	REMAINING SAMPLES TO ALLOCATE AT THE END OF THE COMMITMENT
GÈNES DIFFUSION	150 000	16%	53 712
Rest of ELIANCE	800 000	84%	286 464
TOTAL FRA	950 000	100%	340 177

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. 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,

