

BIOCARTIS INTERNAL GUIDELINES REGARDING ACCESS TO AND USE OF SOFTWARE AND IT RESOURCES

1. General

- Biocartis NV, a limited liability company organized under Belgian law with registered office at Generaal de Wittelaan 11, B-2800 Mechelen (Enterprise number: 0827.475.227)
- Biocartis Group NV, a limited liability company organized under Belgian law with registered office at Generaal de Wittelaan 11, B-2800 Mechelen (Enterprise number: 0505.640.808)

hereinafter referred to as "**Biocartis**" or "**Company**",

provides its employees, job students, interim workers, temporary workers and external advisors or consultants (hereafter individually referred to as "**Users**") with information and communication technology tools, including but not limited to computers, laptops, personal digital assistants, iPhone/Android mobile phones, smartphones, iPad/tablets and devices (together the "**IT Resources**").

In order to assure an optimal professional use of the IT Resources, the protection of the IT-network and the security of Company information as well as the protection of intellectual property rights of third parties, the Users of the IT Resources are requested to read this Guideline (hereinafter referred to as the "**Guideline**") carefully and to strictly comply with it.

2. Scope of the Guideline

This Guideline informs the Users of the general policies of Biocartis in relation to the use of or access to Biocartis' IT Resources.

Violating this Guideline might lead to security risks and breaches to intellectual property rights of third parties for which the User will be held responsible. This Guideline is binding by default; any exceptions to the provisions as set forth in this Guideline need to be officially requested in advance and approved in writing by management and the Biocartis IT department.

3. Provision of IT Resources

3.1. Description of the condition of the IT Resources upon delivery

At the latest upon delivery of the IT Resources to the User, a description of the condition of the IT Resources will be made according to the model hereby attached.

3.2. Obligations of the User

The User is responsible for the IT Resources put at his/her disposal by Biocartis. The User must use the IT Resources in compliance with the normal duty of care and diligence and as a good family man. All precautions need to be taken to prevent from loss, damage or theft in accordance with the terms of this Guideline.

The User must ensure not to disturb the public order by the use of the IT Resources, that he/she won't use these in breach of good morals, that he/she doesn't commit any criminal offenses, nor any detriment to Biocartis or any other third party.

The User may not leave the IT Resources unattended (eg in his/her car including the trunk of a car, or in another public space).

3.3. Theft of IT Resources

The User must immediately report to the police in case of theft of the IT Resources. The User must provide as soon as possible a copy of the police report to the HR department of Biocartis.

If the theft is not the result of serious negligence by the User, Biocartis may, to the extent possible, provide other IT Resources of an equivalent level.

If the theft is the result of fraud, serious misconduct or normally occurring slight mistake by the User, the User will have to fully compensate the stolen IT Resources to Biocartis.

3.4. Repair of IT Resources

The User has to notify the IT department immediately if the IT Resources must be repaired. Biocartis will carry out the necessary repairs. If the damage is wholly or partly a result of fraud, serious misconduct or normally occurring slight mistake by the User, the User will have to fully compensate all repair costs. The User is not allowed to make any repairs outside the official IT department.

3.5. Recovery of IT Resources in case of suspension of the employment contract

The User loses the right to use the IT Resources in case of suspension of the execution of the employment contract. Biocartis may then recover the IT Resources. Such recovery shall not be considered as a unilateral change or as a breach of contract by Biocartis. The line manager shall decide, in consultation with the HR Department, whether the account will be closed (temporarily).

3.6. Ending of provision of IT Resources

The provision of IT Resources will automatically and without compensation end:

- If the function of the User no longer requires the use of the IT Resources (which will be determined by the Company at its sole discretion)
- At the end of the employment relationship or upon termination of the (service) agreement between the User and the Company.



All digital documents related to the work of the User must be handed in in the above-mentioned cases, without retention of a copy. It is strictly forbidden to remove any data from the IT Resources or servers upon ending of the employment contract or (services) agreement, including but not limited to e-mails, contact details, etc.

Should the User not return the IT Resources upon termination of the employment contract or (service) agreement, he/she will have to return the IT Resources to Biocartis by courier at his/her own costs upon first request from Biocartis.

3.7. Return of the IT Resources

When the User leaves the Company or when the use of the IT Resources is no longer necessary for the User's duties, the User will return the IT Resources in the condition the User received them as described under Article 3.1. of this Guideline, together with all the extra accessories.

The User must reimburse to the Company any damage, which is not the result of a 'normal' use of the IT Resources. The extent of the damage will be determined according to the description of the condition of the IT Resource(s) upon return.

The User will personally and spontaneously return the IT Resources at the IT department of Biocartis on her/his last working day, where a description of the condition of the IT Resources shall be made by both the User and the IT department. Should the User refuse to issue such a description together with the IT department, the IT department will unilaterally issue such description.

4. Use of IT Resources

The IT Resources can only be used by the User personally, and only for professional purposes.

As applicable for the other Company properties, the User will use the IT Resources in a prudent and diligent manner exclusively to serve the Company's interests.

Job students, interim workers and temporary employees are not allowed to take IT Resources home. External advisors or consultants are only allowed to take IT Resources home with the explicit prior approval of management and the Biocartis IT department.

It is strictly prohibited to use the IT Resources for illegal activities.

5. Use of software on IT Resources

5.1 Computers

5.1.1 Administrative Privileges

Every User has administrator rights on the personal computer assigned to the User. This access is granted to enable the User to install printers, licensed software and other required components without intervention



of the IT department. Every User is responsible to employ these entitlements based on respect and good governance, while adhering to the general IT policies on operating systems and software (Section 6.3).

5.1.2 Standard Software

Biocartis computers are pre-installed with security applications and commonly used software like Microsoft Office Word, Excel, Outlook, and Internet Explorer for web browsing (hereinafter referred to as the "Standard Software"). The User will use the Standard Software as its daily tools. Permission to install other software must be requested to the Biocartis IT department. No matter the reason, it is strictly forbidden to uninstall software provided by Biocartis, or alter / change the configuration of security tools without the explicit prior approval of the IT department.

Standard Software installed on Biocartis computers must be used and exploited in accordance with their terms of use and license.

All systems connected to the Biocartis network will be receive regular security updates. From time to time, as a protective measure, this might require systems to be taken offline without a prior warning.

5.1.3 Use of other software and resources

It is strictly forbidden to copy any software for any use/purpose whatsoever.

Any User that requires other software than the Standard Software must first obtain the explicit approval of the Biocartis IT Department, in accordance with article 6.3.3. below. The Biocartis IT Department verifies whether such software is needed for the User's professional activities and whether a license can be obtained for such software.

The same applies to pictures, images, databases, audiovisual or musical work, texts, etc. protected by copyright.

The User cannot use the IT Resources provided by Biocartis to infringe the intellectual property rights of any third party, including but not limited to copyright, rights on computer programs, databases, patents, etc.

Any unlawful software or hardware stored on an IT Resource shall be erased. In this respect, the User may ask for the assistance of the IT Department.

5.2 iPhone/Android mobile phones, Smartphones, personal digital assistants, tablets and other devices

For the purpose of this guideline, all the provisions related to computers (Section 6.1) will also apply to iPhone/Android mobile phones, smartphones, personal digital assistants, tablets and/or any other type of similar devices.

5.3 Use of Operating Systems and Software

5.3.1 Operating Systems

Use of any other operating system than the current default set by Biocartis IT department requires the explicit prior approval of the Biocartis IT department.

5.3.2 Database

Use of any database system other than the current default set by the Biocartis IT department, requires the explicit prior approval of the Biocartis IT department.

5.3.3 General Technology and Software

For requesting software that is required for particular projects such as -but not limited to- infrastructure, verification or validation, a request must be sent to the IT department, with the exception of those tools used within the development and research departments and which meet the following conditions:

- The software is Freeware (also for business use)
- The software does not alter data or results
- The software does not circumvent or uninstall a standard Biocartis selected software
- The software does not require any kind of validation

5.3.4 User installing software

Installing software such as Skype is permitted as long as it does not conflict with Biocartis security and standards and as long as it can be downloaded free of charge and has a proper valid licence. The User is responsible for regularly updating the software to prevent security issues. Failure to keep software safe will result in the Biocartis IT department revoking administrative privileges and removing the software.

It is not allowed to install software that compromises the confidentiality, the integrity or the availability of the operating system, including but not limited to software that monitors activity, alters, hides or disguises the presence of files or network transmissions and software that can include spyware and malware.

5.3.5 Travel Expense & IT equipment

It is not allowed to purchase any IT equipment/ solutions that have not been approved in advance in writing by the Biocartis IT department, not even as part of travelling for business purposes. Unless explicit prior approval is obtained, any such expenses will not be reimbursed. Any subscriptions purchased for data and phone usage during travel are also excluded from reimbursement. For further information, we refer to the "Travel Policy".

5.3.6 Biocartis IT department work instructions



The Biocartis IT department may issue further detailed work instructions regarding the IT Resources. In case of conflict between this Guideline and the work instructions, this Guideline will prevail.

The Biocartis IT Department may also verify that the IT Resources does not include any software that would not comply with this Guideline. If Biocartis IT Department finds software not compliant with this Guideline, this will be erased without any prior notice.

6. Sanctions and liability

Biocartis reserves the right to limit or block the access to the IT Resources if the User does not comply with the provisions of this Guideline.

Without prejudice to the possibility of terminating the (employment) contract for serious cause (without notice nor indemnity) and, depending on the infringement, lodging a claim with the competent authorities, non-compliance with the provisions of this Guideline can lead to the application of a disciplinary sanction as referred to in the working regulations ("arbeidsreglement"). Any breach of this Guideline can also lead to damages claim by third parties. Any damages caused to or owed by Biocartis due to a breach of this Guideline by a User will be compensated by the User.

The User is exclusively liable in case of infringement or damage caused to the IT Resources outside the business hours.

7. Amendment to this Guideline

Biocartis reserves the right to amend this Guideline at any time in accordance with the applicable legal provisions, depending on the Company's needs and/or internal organization and procedures.

The User shall be informed of any amendment to this Guideline in due course.

To sign only by collaborators without employment agreement (consultants, interim workers,...) :

By signing these Guidelines...

You hereby confirm and acknowledge that you understand and agree with each of the above standards and policies regarding the access to and use of software and IT Resources. You will follow the standards and policies strictly and react promptly if any security issue will be reported to you by IT. You will strictly comply with all instructions you are given in case of incidents.

You agree to exercise common sense and avoid actions, which may put people, property, and yourself at risk.

You understand that Biocartis has endeavored to make the Guideline as safe as possible for the User without being disruptive to daily operations. You will communicate to the Biocartis HR department any discrepancy related to this Guideline.

Biocartis hereby denies any responsibility for claims of data loss, work schedules interruption, unavailability of systems, missed deadlines or any other damage that may occur due to Biocartis taking corrective actions to secure the Biocartis' IT Resources or against security breaches or Guideline infringements.

You understand that the Guideline or any part of it is binding and may be re-shaped or changed at any moment by Biocartis. In such case, the changes will be submitted by e-mail, and will be included in the standard Guideline. We appreciate your understanding and assistance in keeping Biocartis safe.

Signature and name of the User

(name in capital letters)

Date