Diagn⊛mics

SERVICE AGREEMENT

This Service Agreement, effective as of the date of the last signature on the signature page hereof, is entered into by and between Diagnomics Inc., 5795 Kearny Villa Rd., San Diego, CA 92123, and its affiliates (hereinafter **"Diagnomics"**) and Moss Genomics, Inc. (hereinafter **"MOSS GENOMICS"**) as identified in **Exhibit A.**

      WHEREAS, Diagnomics has the expertise, facilities and all permits and authorizations required to perform the genomics service MOSS GENOMICS requires;

and

      WHEREAS, MOSS GENOMICS wishes to obtain genomics services with respect to MOSS GENOMICS' business plans of providing genomic information and interpretation;

      NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the parties do agree as follows:

ARTICLE 1. SERVICES & DELIVERABLES

1.1   <u>Services.</u> Diagnomics will provide the Services for MOSS GENOMICS as specified in the STATEMENT OF WORK (**"SOW"**), which is attached as **Exhibit B.** After this Agreement is executed, if MOSS GENOMICS requests or makes any changes to the SOW, MOSS GENOMICS shall be subject to additional charges and fees as mutually agreed in writing.

1.2   <u>Schedules.</u> Subject to the terms and conditions of this Agreement, Diagnomics will provide MOSS GENOMICS the Deliverables in accordance to the STATEMENT OF WORK (SOW), attached as **Exhibit B,** and the deliverable schedule to be calculated from the date Diagnomics receives MOSS GENOMICS's Samples. MOSS GENOMICS acknowledges; however, the Delivery Schedule is based on expected mutual cooperation and standard operating conditions. In the event that the actual receipt of MOSS GENOMICS's Samples is delayed and/or the quality of the Samples does not satisfy Diagnomics's guidelines; any changes requested by MOSS GENOMICS, arising from force majeure and/or other circumstances that are beyond Diagnomics's control, the delivery schedule of the Deliverables may be delayed.

1.3   <u>Deliverables.</u> Subject to the terms and conditions of this Agreement, Diagnomics will deliver according to the STATEMENT OF WORK, attached as **Exhibit B.**

1.4   <u>Term.</u> This Agreement shall become effective on the date of Diagnomics's signature and shall remain in effect for a period of twelve (12) months or until this Agreement is terminated earlier, as provided herein. This Agreement shall be automatically renewed on an annual basis for successive one (1) year additional terms unless either party gives thirty (30) days prior written notice of termination to the other party.

ARTICLE 2. SERVICE FEES & PAYMENT TERMS

2.1   <u>Service Fees.</u> MOSS GENOMICS shall pay Diagnomics the Service Fees as set forth in **Exhibit A.** All Service Fees in **Exhibit A** shall be subject to the adjustment by Diagnomics in accordance with its pricing policies.

Additional service fee may apply, and this includes all expenses and costs incurred in providing services for Company A that was not covered by the STATEMENT OF WORK. MOSS GENOMICS shall also reimburse Diagnomics for any and all out-of-pocket expenses and costs and any third-party fees not covered by the STATEMENT OF WORK, attached as **Exhibit B**, that Diagnomics incurs in connection with the performance of the Services for MOSS GENOMICS, provided that these costs are either itemized in the STATEMENT OF WORK or, for expenses in excess of US$500, Diagnomics obtains consent from MOSS GENOMICS prior to incurring the charge. Diagnomics shall provide itemization and explanation of any expenses for reimbursement.

2.2.   Payment Terms. MOSS GENOMICS will pay the Service Fees in accordance with the Payment Terms as set forth in **Exhibit A.**

2.3   Late Charges. If a payment is not received in full within thirty (30) days from the date of undisputed invoices, MOSS GENOMICS shall pay interest on any unpaid amount at the rate of 12% per year, or the maximum interest rate allowed under the laws of the State of California, whichever is less. In the event MOSS GENOMICS terminates this Agreement after the effective date but before Diagnomics completes the Services, MOSS GENOMICS shall pay the pro rata amount for services rendered prior to the termination date.

2.5   Taxes. The Service Fees specified herein are exclusive of any federal, state or provincial tariffs, duties, sales, use of goods and services taxes or special taxes of whatsoever kind, all of which will be paid by MOSS GENOMICS.

ARTICLE 3. DUTIES

3.1   MOSS GENOMICS's Duties. MOSS GENOMICS will provide to Diagnomics full, good faith co-operation to assist Diagnomics in providing the Services. In particular, and without limiting the generality of the foregoing, MOSS GENOMICS will at its own risk and expense:

a) deliver in a commercially reasonable manner to Diagnomics following receipt from customers:
i.   one or more samples per individual, appropriate as to quantity, quality and form for the relevant contracted Services;
ii. all relevant routing and tracking information regarding the shipment of samples necessary to facilitate secured shipment to Diagnomics;
iii. supplemental information and assistance as may reasonably be requested by Diagnomics to provide the Services;
b) perform such additional duties and responsibilities, if any, as may be described in this Agreement or agreed to between the parties; and
c) comply with all laws and regulations applicable to MOSS GENOMICS in the matters described herein.
d) provide a non-binding 12 month forecast of the projected number of samples for each month or quarter.

3.2   Diagnomics's Duties. Diagnomics will provide to MOSS GENOMICS full, good faith co-operation to assist MOSS GENOMICS in providing the Services. In particular, and without limiting the generality of the foregoing, Diagnomics will at its own risk and expense:

a) comply with all laws and regulations applicable to Diagnomics with respect to the matters described herein;
b) obtain and maintain required accreditations and certifications in the laboratory facilities where MOSS GENOMICS's samples will be processed;
c) perform such additional duties and responsibilities, if any, as may be described in this Agreement or agreed to between the parties.

ARTICLE 4. REPRESENTATIONS &WARRANTIES

4.1   <u>MOSS GENOMICS Representations and Warranties</u>. MOSS GENOMICS represents and warrants to Diagnomics that:

a) all samples, documents, data, and other materials supplied, or to be supplied, by MOSS GENOMICS to Diagnomics under this Agreement (collectively, the "**MOSS GENOMICS Materials**") are legally:
   i. owned or acquired by MOSS GENOMICS in full compliance with the applicable laws, international treaties and conventions of the applicable jurisdictions;
   ii. owned or acquired by MOSS GENOMICS free and clear of any restrictions that would interfere with or affect the performance of by Diagnomics of the Services and free and clear of any encumbrances whatsoever;
   iii. obtained by MOSS GENOMICS in full compliance with all applicable laws, international treaties and conventions of the applicable jurisdictions;
   iv. maintained by MOSS GENOMICS in full compliance with all applicable laws, international treaties and conventions of the applicable jurisdictions;
   v. transported or to be transported by MOSS GENOMICS in full compliance with all applicable laws, international treaties and conventions of the applicable jurisdictions;
   vi. used by MOSS GENOMICS in full compliance with all applicable laws, international treaties and conventions of the applicable jurisdictions;
b) The intended use by Diagnomics to perform its obligations under this Agreement is in full compliance with all applicable laws; and if a consent by a third party is necessary, such consent has been obtained prior to delivery of MOSS GENOMICS Samples to Diagnomics.
c) The supply and delivery of MOSS GENOMICS Materials by MOSS GENOMICS to Diagnomics, and the performance of the Services by Diagnomics, will not:
   i. contravene the terms of any contract to which MOSS GENOMICS is a party or any duty by which MOSS GENOMICS is bound; or
   ii. contravene any applicable laws or governmental directives, international treaties or conventions, to which MOSS GENOMICS is or may be subject to.
d) MOSS GENOMICS Materials conform to the specifications contained in this Agreement and to all applicable laws, international treaties and conventions;
e) MOSS GENOMICS acknowledges that it bears all risk of loss or damage of MOSS GENOMICS Materials while in transit from MOSS GENOMICS and Diagnomics; and
f) MOSS GENOMICS acknowledges that MOSS GENOMICS Materials may be altered, damaged, or destroyed during the conduct of the Services.
g) MOSS GENOMICS acknowledges that Diagnomics will not be responsible for any secondary analysis of microarray and sequencing data done by MOSS GENOMICS including any such secondary analysis included in any final report

4.2   <u>Diagnomics Representations and Warranty</u>. Diagnomics represents and warrants to MOSS GENOMICS that Diagnomics will perform the Services to the same reasonable standards of professional skill and competence applicable to generally recognized providers of similar services using the disclosed methodologies. Diagnomics represents and warrants that any of its affiliates will be in compliance with all applicable laws, international treaties and conventions governing its performance under this Agreement.

ARTICLE 5. CONFIDENTIALITY

5.1   <u>Confidential Information</u>. Confidential Information includes any laboratory techniques, pricing and cost, designs, research, market research, financial modeling and analysis, business plans, information related

to the direct-to-the-consumer genomics space, customer data and specific customer information, and other proprietary information confidentially disclosed by either party under the terms of this Agreement.

5.2   Non-disclosure.   All Confidential Information received by a party (the "Receiving Party") will be considered confidential and will not be disclosed by the Receiving Party to any person, except for those agents or employees whose duties relate to the performance of the Services on a need-to-know basis, without the prior written consent of the party who discloses Confidential Information (the "Disclosing Party"). Receiving Party will use Confidential Information only for the purposes contemplated by this Agreement. Receiving Party will not obtain any interest in any Confidential Information by reason of this Agreement or by reason of the disclosure of such Confidential Information pursuant to this Agreement. Receiving Party will take the steps reasonably necessary to protect the confidentiality of Confidential Information. Subject to Section 5.3, each Receiving Party shall maintain the Confidential Information in strict confidence for a period of five (5) years from the date of disclosure.

5.3   Exceptions.   The foregoing restrictions do not apply to:

a)   Information which at the time of disclosure was in the public domain as evidenced by a printed publication or otherwise;

b)   Information which after disclosure becomes part of the public domain by publication or otherwise, other than by an action in breach of this Agreement;

c)   Information which was in the possession of a party at the time of disclosure by the other party and was not acquired, directly or indirectly, from the other party;

d)   Information which the Receiving Party rightfully receives from an independent third party who did not receive such information, directly or indirectly, from the Disclosing Party with limitation or restriction on its use; or

e)   such information as a party may be required to disclose by order of a court, administrative agency or other governmental body with jurisdiction over such party, provided that such party first provides to the other party prompt notice of such required disclosure and take such steps as may be reasonable in the circumstances to allow the other party to seek a protective order with respect to the confidentiality of the information required to be disclosed.

5.4 Protected Health Information.   Both parties agree to comply with the applicable provisions of the Administrative Simplification section of HIPAA and the requirements of any regulations promulgated thereunder including without limitation the federal privacy standards as contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Standards"), the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Standards") and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, each as may be amended from time to time. The parties agree not to use or further disclose any protected health information, as defined in 45 C.F.R. § 164.504, or individually identifiable health information as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), concerning a patient/client other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA including without limitation the Federal Privacy Standards and the Federal Security Standards. The parties shall implement appropriate safeguards to prevent the use or disclosure of a patient's Protected Health Information other than as provided for by this Agreement, or as permitted or required by law.

ARTICLE 6.   PROPERTY RIGHTS

6.1   MOSS GENOMICS Property.   Any of MOSS GENOMICS Materials and MOSS GENOMICS's Confidential Information, and any title, intellectual property, and data rights thereto, furnished by MOSS GENOMICS to Diagnomics in connection with the Services will remain the sole property of MOSS GENOMICS, including data,

work product, and reports, and the Deliverables generated by Diagnomics using MOSS GENOMICS Materials and MOSS GENOMICS's Confidential Information (collectively, the **"MOSS GENOMICS Property"**). During the term of this agreement, Diagnomics shall have the right to maintain and utilize said data for internal purposes solely for the purpose of performing its obligations for MOSS GENOMICS hereunder only, including the use of said data to prepare and generate analysis, summary, and statistical and related reports for MOSS GENOMICS. Diagnomics shall have the right and license to process, alter, sort and discard all or portions of, and otherwise handle, MOSS GENOMICS Materials in the course of performing the Services. Diagnomics hereby assigns to MOSS GENOMICS all right, title and interest in, to and under any and all MOSS GENOMICS Property. Diagnomics further acknowledges that all copyrightable MOSS GENOMICS Property created in carrying out the Services under this Agreement shall be deemed "Works Made for Hire," as that phrase is defined in Section 101 of 17 U.S.C. 101, on behalf of MOSS GENOMICS, and MOSS GENOMICS shall own all right, title and interest, including the worldwide copyright, in and to such property.

6.2   Diagnomics Property.   All systems, programs, specifications, methods, processes, know-how, inventions, materials, data and equipment owned by Diagnomics or in the possession of Diagnomics prior to the execution of this Agreement and used by Diagnomics in conjunction with providing the Services to MOSS GENOMICS, and all systems, programs, specifications, methods, processes, know-how, inventions, materials, data and equipment developed by Diagnomics during the course of Diagnomics's performing the Services, and Diagnomics's Confidential Information, and any title, intellectual property, and data rights thereto, will continue to belong exclusively to Diagnomics whether or not specifically adapted by Diagnomics for MOSS GENOMICS, except for MOSS GENOMICS Property, defined herein, and the Deliverables.

ARTICLE 7. LIMITATIONS, DISCLAIMERS AND INDEMNITY

7.1   Disclaimer.   THE CLIENT AND DIAGNOMICS WARRANTIES CONTAINED IN ARTICLE 4 ARE IN LIEU OF ALL OTHER CLIENT OR DIAGNOMICS, RESPECTIVELY, WARRANTIES OR CONDITIONS. NEITHER PARTY OFFERS, AND THE OTHER PARTY HEREBY EXPRESSLY WAIVES, ANY OTHER WARRANTY OR CONDITION, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE IN THE INDUSTRY. THE STATED CLIENT AND DIAGNOMICS SAID WARRANTIES ARE IN LIEU OF ALL OTHER LIABILITIES OR OBLIGATIONS OF CLIENT AND DIAGNOMICS, RESPECTIVELY, FOR DAMAGES, INJURIES AND/OR CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF OR USE OF THE SERVICES, OR DELIVERY OF ANY PRODUCT OR DELIVERABLES PROVIDED BY EITHER PARTY IN PERFORMANCE OF THE SERVICES, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN ADVISED OF THE PURPOSE, USE AND/OR INTENDED USE OF THE SERVICES OR DELIVERABLES.

7.2   Limitation on Liability.   Every exemption from liability, limitation and condition contained in this Agreement for the benefit of MOSS GENOMICS or Diagnomics and every defence and immunity of whatsoever nature applicable to MOSS GENOMICS or Diagnomics or to which MOSS GENOMICS or Diagnomics is entitled under this Agreement will also be available and will extend to protect MOSS GENOMICS or Diagnomics, respectively, its parent and affiliate and subsidiary entities, as well as their respective directors, stockholders, officers, employees, agents.

7.3   No Consequential Damages.   IN NO EVENT WHATSOEVER SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, INDIRECT OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, UNEXPECTED OUTCOME, LOST TIME, LOST OPPORTUNITY, OR OTHER COMMERCIAL, ECONOMIC OR RESEARCH AND DEVELOPMENT LOSSES OF ANY KIND OR ANY CLAIM BY THE OTHER PARTY OR AGAINST THE OTHER PARTY BY ANY PARTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF OR USE OF

THE SERVICES, OR DELIVERY OF ANY PRODUCT OR DELIVERABLES PROVIDED BY EITHER PARTY IN PERFORMANCE OF THE SERVICES, OR ANY BREACH OF THIS AGREEMENT, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, CLAIM OR INJURY.

7.4   Limitation Period. No action, regardless of form, arising out of this Agreement may be brought by MOSS GENOMICS against Diagnomics more than two (2) years from the date all Deliverables are delivered by Diagnomics to and accepted by MOSS GENOMICS in accordance with this Agreement.

7.5   Indemnification. Each Party agrees to indemnify, hold the other party harmless and, defend the other party from and against any and all claims, liabilities, damages and expenses (including reasonable attorney's fees) arising out of or in connection with such party's breach of the terms or representations of this Agreement or Diagnomics's performance of services hereunder, unless such claims are due to the other party's negligence.

ARTICLE 8. SUSPENSION & TERMINATION

8.1   Suspension of Services. If MOSS GENOMICS fails to pay Diagnomics as required by this Agreement, and following a 14-day notice and cure period, Diagnomics will be entitled to immediately suspend all activity relating to this Agreement upon delivery of a written notice to that effect to MOSS GENOMICS, and may pursue any other remedies which it may have at law or under this Agreement. If any dispute arises between MOSS GENOMICS and Diagnomics with respect to Diagnomics's performance of the Services or otherwise under this Agreement, Diagnomics and MOSS GENOMICS will attempt to resolve such dispute. If such a dispute arises, MOSS GENOMICS will not be entitled to withhold timely payment under this Agreement pending resolution of such a dispute. If such payments are made on a timely basis, or if the payments may be made to Diagnomics's attorney's escrow pending resolution of the dispute, then Diagnomics will not reduce or suspend the Services pending resolution of the dispute.

8.2   Termination. This Agreement may be terminated:

   a) by either party if a party is in breach of any material terms of this Agreement and such breach is not cured within 30 days of the defaulting party's receipt of a written notice from a non-defaulting party specifying the nature of the breach in reasonable detail;
   b) by either party upon 30-day notice;
   c) upon a party's filing for legal protection through bankruptcy, insolvency, dissolution or winding up under applicable bankruptcy or corporate laws; or
   d) by an order from a court of a competent jurisdiction for the winding-up or liquidation of a party.

8.3   Termination by MOSS GENOMICS. If MOSS GENOMICS terminates this Agreement for breach by Diagnomics under Section 8.2a), MOSS GENOMICS shall not be obligated to pay Diagnomics for any Services for which Diagnomics has not yet provided a Deliverable.

Payment obligations in Article 2 relating to Services completed prior to termination and Articles 5, 6, 7, and 9 shall survive the expiration or termination of this Agreement.

Diagnomics shall return to MOSS GENOMICS within ten (10) days of termination all MOSS GENOMICS Materials.

8.4   Termination by Diagnomics: If Diagnomics terminates this Agreement for any reason it shall timely complete the Services with respect to all samples that MOSS GENOMICS had delivered at the time of the notice of termination.

ARTICLE 9. GENERAL

9.1   Publications. All publicity, press releases and other announcements related to this Agreement shall be reviewed in advance by and shall be subject to the prior written approval of, both Diagnomics and MOSS GENOMICS. Except for mutually agreed upon press releases, website announcements and the like relating to this Agreement, MOSS GENOMICS shall have the right to publish, disclose or otherwise make available to the public any MOSS GENOMICS Information, MOSS GENOMICS Property or Deliverables in whole or in part. Diagnomics shall treat all MOSS GENOMICS Information, MOSS GENOMICS Property and Deliverables as MOSS GENOMICS Confidential Information according to Article 5 hereunder. Notwithstanding the above, any party may (a) disclose the terms of this Agreement only to the extent required to comply with applicable securities laws and with the disclosing party providing notice of such disclosure to the other party upon its submission and shall use reasonable efforts to minimize the scope and content of such disclosure; and (b) disclose the terms of this Agreement to prospective investors, investment bankers and other financial institutions of its choice solely for purposes of financing the business operations of such party.

9.2   Destruction and Return of MOSS GENOMICS Materials. All of MOSS GENOMICS Materials in Diagnomics's possession shall be destroyed by Diagnomics within ninety (90) days after performing the services described in **Exhibit B** to MOSS GENOMICS, unless otherwise agreed to in writing by the parties or unless MOSS GENOMICS arranges for the secured return from Diagnomics to MOSS GENOMICS of the remaining MOSS GENOMICS Materials within thirty (30) days after performing the services to MOSS GENOMICS. The Deliverables including data and reports which are not considered as MOSS GENOMICS Materials, will follow the archiving protocol defined in **Exhibit B.**

9.3   Notices. Notices shall be made by overnight express mail, e.g. Federal Express, DHL, or by telecopy to the representatives identified in the **Exhibit A.**

9.4   Assignment. This Agreement is not assignable by either party in whole or in part without the prior written consent of the other party; provided, however, either party may assign this agreement without such consent in the event of a merger, acquisition or similar transaction or the sale of all or substantially all of the assets to which this Agreement relates. Any other attempt by a party to assign any of the rights or to delegate any of the duties or obligations of this Agreement without such prior written consent is void.

9.5   Force Majeure. The failure or delay of any party to this Agreement to perform any obligation under this Agreement solely by reason of acts of God, acts of civil or military authority, civil disturbance, war, strikes or other labor disputes or disturbances, fire, transportation contingencies, , or any other circumstance beyond its reasonable control will be deemed not to be a breach of this Agreement as long as the party so prevented from complying with this Agreement has not contributed to such Force Majeure, has used reasonable efforts to avoid such Force Majeure or to ameliorate its effects, and continues to take all actions within its power to comply as fully as possible with the terms of this Agreement. In the event of any such Force Majeure, performance of the obligations will be deferred until the Force Majeure ceases.

9.6   Waiver. Any waiver of a breach by either party shall not be a waiver of any subsequent or other breach.

9.7   No Partnership. The parties acknowledge and agree that this Agreement does not create a partnership or joint venture relationship between them. The performance by the parties of all duties and obligations under this Agreement shall be as independent contractors and not as agents or trustees of the other party.

9.8   Entire Agreement. This Agreement and Exhibits attached hereto supersede all previous invitations, proposals, letters, correspondence, negotiations, promises, agreements, covenants, conditions, representations and warranties with respect to the subject matter of this Agreement. There is no

representation, warranty, collateral term or condition or collateral agreement affecting this Agreement, other than as expressed in writing in this Agreement.

9.9   Amendments. No change or modification of this Agreement will be valid unless it is in writing and signed by each party in this Agreement.

9.10   Invalidity of Particular Provision. If any part of this Agreement is held void, the remaining parts will not be affected.

9.11   Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California. without regard for conflict of law. Any litigation or other dispute resolution between the Parties relating to this Agreement shall take place in the California. The Parties consent to the personal jurisdiction of and venue in the state and federal courts within that District.

9.12   Construction against Drafting Party.   This Agreement has been negotiated in an arms-at-length transaction and the rule of construing an ambiguity against the drafting party shall not be applicable. MOSS GENOMICS acknowledges that it has received full legal review and consultation of this Agreement from its attorney prior to signing this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused the Agreement to be executed by its duly authorized representative as of the date of last signature below.

Diagnomics, Inc.   **Moss Genomics, Inc.**

s/ "Min Seob Lee"   *s/ "Karl Cahill"*

By   By

Name: Min Seob Lee   Name: Karl Cahill

Title: CEO   Title: CEO

Date: May 19, 2021   Date: May 19, 2021

EXHIBIT A
PROJECT QUOTATION

Officers and Addresses

Client	Diagnomics Inc.
Karl Cahill, Founder and CEO Moss Genomics, Inc. 1030 West Georgia Street Unit 907 Vancouver, BC V6C 2Y3	Min Seob Lee, CEO Diagnomics Inc. 5795 Kearny Villa Rd., San Diego, CA 92123 United States of America
Email: ███████████████	Email: ███████████████
Phone: ████████	Phone: ████████

1. **Ordering:**
   a) Signed Master Service Agreement, Scope of work or Quote is required to initiate service.

2. **Confidentiality:**
   a) The contents of this document and any correspondence regarding this document are strictly confidential and will be null and void if disclosed to any other party other than those appointed. The information contained in this document cannot be shared with any other parties without expressed written consent from Diagnomics.

3. **Project:**
   The prices listed in Tables of **Exhibit A** are for the test as described in **Exhibit B** of this Agreement. Introduction of changes in the testing protocol and the technology platform which might result in a pricing structure that is different from the pricing outlined in Tables of **Exhibit A** below will need to be approved by the client before implemented. All labor and material costs are included.

   3.1 Table A1: Pricing for sample collection kit & customization

Item	Price
Saliva or Buccal Swab collection kit	$ 10.00*
Custom design of box, optional	$ 1000.00
2-way fulfillment, US domestic** (outbound shipping, return label/envelope, sample registration, etc.), optional	$ 12.00
1-way fulfillment, US domestic** (return label/envelope, sample registration, etc.), optional	$ 7.00

   * For the customized kits, the minimum order quantity (MOQ) is 1,000 kits. This pricing does not include any taxes and shipping fees.
   ** USPS First Class will be used for the kit fulfillment.

   4.1 Table A2: Pricing for CLIA-validated GSA service (DNA extraction & GSA)

Total number of Samples per month	CLIA service*	
	Price (regular)	Price (initial 3 months)
Up to 100	$95.00	$89.30
101 ~ 500	$89.30	$86.45

| 501 ~ 1000 | $86.45 | $83.60 |
| 1000 < | $83.60 | $80.75 |

* The price for CLIA service includes the fee for CLIA registration. For the expedited service (TAT of 7 business days), the service fee will be doubled. The expedited service only includes lab processing, not shipping and handling of collection kit to and from MOSS GENOMICS's DNA extraction facility.

4.2 Table A3: Pricing for Partner Reports

Report	Genealogy	Lifestyle & Wellness			Genetic Health Risk (clinical reports) *			
	Ancestry	Diet & Exercise	Skin Match	Wine Match	PGx†	ACMG59	Inherited Cancer Screening	Cardiac Care
Price	$ 15.00	$ 30.00	$ 15.00	$ 15.00	$ 85.00	$ 80.00	$ 80.00	$ 80.00

†PGx: Pharmacogenomics

*Laboratory test and report generation processes have been CLIA-validated and the release of clinical reports requires physician's order in US.

4.3 Table A4: Physician of Record (only for clinical reports)

Development	Price (per reporting)
Physician of Record (third party physician's sign-off fee for the clinical reports)	$10.00

4.4 Table A5: Reports Customization (optional)

Development	Price (per report)
Replacement of custom logo, LIMS integration for automatic report generation and direct uploading on Cloud	$ 1,000.00

4.5 Table A6: Standard Data delivery and communication including validation

Development	Price
LIMS integration for automatic data generation/uploading onto customer's cloud (e.g. AWS S3)	$5,000.00 (One Time)
Provider Portal (Web-based portal for monitoring of each sample's status, ordering test, download data/ reports, etc.)	$7,000.00 (One Time)
Customization and/or Modification	Inquire
Manual Data Delivery	$100.00 (Batch)

4.6 Table A7: Maintenance user accounts and support (monthly fee)

Description	Price
Server upkeep, management and storage of data and samples, per month The fee will be waived for the initial 3 months. The fee will be waived if the monthly project billing exceed $2,500.00	$ 2,500.00

Note: Diagnomics will be responsible for maintenance of MOSS GENOMICS's server and data for the duration listed in **Exhibit B4**.

4. Payment terms:
   a) Client shall pay Diagnomics the amounts set forth in **Exhibit A** for the Services performed. Once per calendar month, Diagnomics will submit an invoice documenting amounts due for the services provided by Diagnomics pursuant to this Agreement to Client during the prior calendar month. Each invoice shall include sufficient information to aid Client in tracking the orders.
   b) Client shall pay Diagnomics within 30 days from the receipt of the invoice. In the case of dispute, both parties will make commercially reasonable efforts to resolve the issue within 15 days of receipt and Client will use reasonable efforts to submit the agreed upon payment within 15 days thereafter.

EXHIBIT B
STATEMENT OF WORK

Exhibit B1: Sampling kits, distribution, and sample collection

1. The Client may choose to use Diagnomics kits supplied by Diagnomics.

2. If Client chooses to use Client's or 3rd party's kits, Client should consult Diagnomics for the compatibility of the kits in terms of the laboratory process and the logistics. If Client chooses to use Client's kits, the tubes or containers should be clearly marked with at least 1 unique identifier in a form of a barcode.

3. 2-way shipping and handling
   a. Diagnomics will be responsible for sending out kits to its customers and for collecting sampled kits and for the inventory management of the collection kits (individual outbound and individual inbound.) Diagnomics only offers the logistics within the United States of America.

4. 1-way shipping and handling
   a. Diagnomics may provide return postages for inbound shipping to Diagnomics Testing labs.

5. Client can choose to receive kits in batches and deliver the kits through Client's network. In that case, Client will be responsible for sending collected samples and information to designated Diagnomics labs with purchase order. The mailing package should contain Client company name on the package. The package should meet the following condition.

   a. <u>Delivery to:</u>
   Diagnomics Inc.
   Attn: Isaac Suh
   5795 Kearny Villa Rd
   San Diego, CA 92123

   b. <u>Required Sample Information:</u>
      i. Unique ID (barcoded)
      ii. Biological gender

   c. <u>Unique identifier naming convention</u>
      i. There will be 1 unique identifier for the sample, not for the individual tubes. Diagnomics requires to print the sample ID on the tubes in a form of a barcode.

6. Diagnomics will offer tools for transferring sample information through shared electronic documents and laboratory information management system (LIMS).

Exhibit B2: Sample receiving at Testing Labs

1. Receiving testing lab will be responsible for collecting samples, matching sample information, and purchase orders from Client.

2. Receiving testing lab will be responsible for incoming QC of the samples and registering samples for the testing to its LIMS.

3. GSA testing will be performed in Diagnomics Lab San Diego, CA, a CLIA certified laboratory, using technical specifications listed below.

4. 16S rRNA sequencing for gut microbiome sequencing and analysis will be performed in Diagnomics Lab San Diego, CA.

5. Any other sequencing and testing needs from Moss Genomics will be serviced by Diagnomics Lab in San Diego, CA. Any new service or technology integrated into Diagnomics that was not already existing can be integrated with an at-cost fee by Moss Genomics.

Exhibit B3: Global Screening Array (GSA)

1. Sample: The client is requesting Genotyping of samples using Illumina's Global Screening Array (GSA, ~700k). A GSA chip slide holds up to 24 samples. The client will submit a sampled human saliva/swab kit as the starting material.

2. DNA Extraction and QC: DNA Extraction will be performed using saliva/swab samples and QC will be performed to check the amount and quality of extracted DNA. Clients will be notified for the failed sample QC.

3. Image Analysis: GSA chip will be processed using the Illumina iScan system and other related instrumentation and software.

4. Deliverables: Diagnomics will provide the raw data (genotype table or VCF). Other types of deliverables such as following list will be provided upon request which may take additional time or incur additional charge.
   a. Image files
   b. GTC/iDAT

5. Delivery: Data will be made available through secure FTP download.

6. Turnaround Time (TAT)
   a. The test results for GSA array are generally delivered within 15 business days upon the sample passing the initial Quality Control (QC) stage. There may be exceptions to this when the delivery of results takes more than 15 business days due to unforeseen circumstances. In these cases, the customer will be informed about the situation's progress in a timely manner.
   b. An Express Service option with a TAT of 7 business days may be provided upon request at an additional charge.

7. Delivered sample data should match or exceed the following QC measures:
   a. 95% genotype call rate
   b. Gender match

Exhibit B4: Data storage, transfer, share and delivery method

1. Data storage:
   a. Variant call data (.vcf or genotype table) will be archived by Diagnomics for six (6) years after completion of the project or the release of the deliverables from Diagnomics and may be discarded in the sole option of Diagnomics thereafter or if requested by Client.
   b. Longer term data storage can be offered with an additional fee (Inquire).

2. Data sharing in Diagnomics
   a. Diagnomics may store and process the data in Diagnomics's affiliates in order to offer the customer access and application of the genomic data.
   b. Data sharing requires the execution of an agreement between Diagnomics and Client.
   c. Client is responsible for securing Informed Consent about data sharing for its customers.

3. Change of data delivery method, the data type, and extra processes that are beyond the scope of the finalized Statement of Work but reasonably required or requested by Client will be charged as set forth in Article 2.1 of the Service Agreement.

Exhibit B5: Sample storage

1. Saliva/swab samples will be used up for the DNA extraction, and Diagnomics does not store saliva/swab samples.

2. Any remaining extracted DNA samples will be discarded after 12 months upon the completion of the project.

3. Samples that have failed QC will be discarded after 3 months upon delivery of QC report.

4. Upon request, any remaining DNA samples can be returned to client at the recipient's expense. Return shipment requests should be made no later than 1 month after completion of the project.

5. Upon request, extended storage (biobanking) of any remaining DNA/saliva/swab samples can be arranged at an additional charge (Inquiry). Diagnomics does not guarantee the quality of the sample upon extended storage.

Exhibit B6: QC and repeat experiment policy

1. DNA extraction and quality tracking
   a. Batch random quality is monitored on extracted DNA aliquots following the criteria below:
      i. Concentration: $\geq$ 20 ng/μL
      ii. Purity (OD 260/280): $\geq$ 1.7
   b. Samples will be procedurally submitted for microarray process regardless of batch random QC outcome.

2. Microarray QC and repeat experiment
   a. QC decision (Passed/Failed) will be made after array data is generated. The following criteria define QC Passed:

        i.   Call rate: ≥ 95%

        ii.   Gender match: expected gender must be the same as observed gender

  b.   In the event of samples with Failed QC (Call rate < 95% and/or gender mismatch)

        i.   A repeat experiment will be performed starting from DNA extraction

           1.   If the repeat meets QC Passed, the Client will not be charged for the repeat

           2.   If the repeat does not meet QC Passed, the Client will be notified and charged at 70% of per sample price for the repeat

        ii.   Lab will inform Client with the failure mode and follow up with appropriate action

        iii.   If overall failure rate in any two-week period is greater than or equal to 3%, microarray operation will cease, and Client will be notified.

Exhibit B7: White-labeling and Integration options

1. App customization
   a. Client can order Client's branding of the reports.
   b. The scope of work for rebranding reports includes Client's logo, disclaimers and other contents, which are not essential part of the report.
   c. Client may choose to receive HTML version of the reports for Client's customization.

2. Client Portal on Diagnomics LIMS
   a. Client will be provided with Client's login credential to Diagnomics LIMS interface dedicated to Client.
   b. Client will be able to use the functionalities including the following
      i. Ordering, entering sample information
      ii. Status of the samples in the lab
      iii. Downloading the reports
   c. This option is useful for clients dealing with multiple customers with multiple app orders and unwilling to manage the order in-house.

3. API Integration
   a. Diagnomics will lead the integration of Diagnomics's LIMS and portal with Client's customer portal or LIMS using RESTful APIs or other software packages.
   b. Diagnomics will send the automatic status updates of the samples in the lab to Client's server.

   c. This option is useful for clients who have their own servers and customer management systems/laboratory management systems.

Disclaimer: Diagnomics is not responsible for Client's use of the data.