

ACCUGENE USA Inc.  
MASTER SERVICE AGREEMENT

This Master Service Agreement (hereinafter referred to as "Agreement"), effective as of the date of the last signature on the signature page hereof, is entered into by and between ACCUGENE USA Inc., with its registered office at 5795 Kearny Villa Rd., San Diego, CA 92123, and its affiliates (hereinafter referred to as "ACCUGENE") and MOSS GENOMICS as identified in **Exhibit A**.

WHEREAS, ACCUGENE has the expertise, facilities, and all permits and authorizations required to perform the Gut Morning microbiome analysis service (hereinafter referred to as "Services") MOSS GENOMICS requires;

and

WHEREAS, MOSS GENOMICS wishes to obtain the Services with respect to MOSS GENOMICS' business plans of providing microbial information and interpretation;

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

**ARTICLE 1. SERVICES & DELIVERABLES**

1.1 Services. ACCUGENE 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 Schedules. Subject to the terms and conditions of this Agreement, ACCUGENE 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 ACCUGENE receives MOSS GENOMICS 's Samples. MOSS GENOMICS acknowledges that 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 ACCUGENE's guidelines, any changes requested by MOSS GENOMICS , arising from force majeure and/or other circumstances that are beyond ACCUGENE's control, the delivery schedule of the Deliverables may be delayed.

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

1.4 Term. This Agreement shall become effective on the date of ACCUGENE's signature and shall remain in effect for a period of 1 year unless the Agreement is terminated earlier, as provided herein. The agreement shall be renewed every 12 months unless either party gives thirty (30) days prior written notice of termination to the other party.

**ARTICLE 2. SERVICE FEES & PAYMENT TERMS**

2.1 Service Fees. MOSS GENOMICS shall pay ACCUGENE the Service Fees as set forth in **Exhibit A**. In addition, MOSS GENOMICS shall also reimburse ACCUGENE 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 ACCUGENE 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 \$500, ACCUGENE obtains consent from MOSS GENOMICS prior to incurring the charge. ACCUGENE 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 ACCUGENE completes the Services, MOSS GENOMICS shall pay the pro rata amount for services rendered prior to the termination date.

2.4 Taxes. The Service Fees specified herein are exclusive of any federal, state or provincial tariffs, duties, sales, use or 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 ACCUGENE full, good faith co-operation to assist ACCUGENE 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 ACCUGENE 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 ACCUGENE;
  - iii. such further information and assistance as may reasonably be requested by ACCUGENE 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 ACCUGENE's Duties. ACCUGENE 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, ACCUGENE will at its own risk and expense:

- a) comply with all laws and regulations applicable to ACCUGENE 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 MOSS GENOMICS's Representations and Warranties. MOSS GENOMICS represents and warrants to ACCUGENE that:

- a) all samples, documents, data and other materials supplied, or to be supplied, by MOSS GENOMICS to ACCUGENE under this Agreement (collectively referred to as the "MOSS GENOMICS Materials") are legally:
  - i. owned or acquired by MOSS GENOMICS in full compliance with all applicable laws, international treaties and conventions of the applicable jurisdictions;
  - ii. owned or acquired by MOSS GENOMICS and free and clear of any restrictions and encumbrances that would interfere with or affect the performance of by ACCUGENE of the Services 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 ACCUGENE 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 ACCUGENE.
- c) The supply and delivery of MOSS GENOMICS Materials by MOSS GENOMICS to ACCUGENE, and the performance of the Services by ACCUGENE, 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 acknowledges that 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 ACCUGENE; 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 ACCUGENE will not be responsible for any secondary analysis of sequencing data done by MOSS GENOMICS including any such secondary analysis included in any final report.

4.2 ACCUGENE Representations and Warranty. ACCUGENE represents and warrants to MOSS GENOMICS that ACCUGENE 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. ACCUGENE 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 Confidential Information. 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 three (3) 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 ACCUGENE in connection with the Services will remain the sole property of MOSS GENOMICS, including data, work product, and reports, and the Deliverables generated by ACCUGENE using MOSS GENOMICS Materials and MOSS GENOMICS's Confidential Information (collectively referred to as the "MOSS GENOMICS Property"). During the term of this agreement, ACCUGENE shall have the right to maintain and utilize said data for the sole purpose of performing its obligations for MOSS GENOMICS hereunder, including the use of said data to prepare and generate analysis, summary and statistical and related reports for MOSS GENOMICS. ACCUGENE 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. ACCUGENE hereby assigns to MOSS GENOMICS all right, title and interest in, to, and under any and all MOSS GENOMICS Property. ACCUGENE 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 ACCUGENE Property. All systems, programs, specifications, methods, processes, know-how, inventions, materials, data and equipment owned by ACCUGENE or in the possession of ACCUGENE prior to the execution of this Agreement and used by ACCUGENE 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 ACCUGENE during the course of ACCUGENE's performing the Services, and ACCUGENE's Confidential Information, and any title, intellectual property, and data rights thereto, will continue to belong exclusively to ACCUGENE whether or not specifically adapted by ACCUGENE for MOSS GENOMICS, except for MOSS GENOMICS Property, defined herein, and the Deliverables.

## ARTICLE 7. LIMITATIONS, DISCLAIMERS AND INDEMNITY

7.1 Disclaimer. ACCUGENE AND MOSS GENOMICS WARRANTIES CONTAINED IN ARTICLE 4 ARE IN LIEU OF ALL OTHER ACCUGENE OR MOSS GENOMICS, 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. ACCUGENE AND MOSS GENOMICS SAID WARRANTIES ARE IN LIEU OF ALL OTHER LIABILITIES OR OBLIGATIONS OF ACCUGENE AND MOSS GENOMICS, 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 ACCUGENE and every defense and immunity of whatsoever nature applicable to MOSS GENOMICS or ACCUGENE or to which MOSS GENOMICS or ACCUGENE is entitled under this Agreement will also be available and will extend to protect MOSS GENOMICS or ACCUGENE,

respectively, its parent and affiliate and subsidiary entities, as well as their respective directors, stockholders, officers, employees, and 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 ACCUGENE more than two (2) years from the date all Deliverables are delivered by ACCUGENE 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 ACCUGENE'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 ACCUGENE as required by this Agreement, and following a 14-day notice and cure period, ACCUGENE 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 ACCUGENE with respect to ACCUGENE's performance of the Services or otherwise under this Agreement, ACCUGENE 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 ACCUGENE's attorney's escrow pending resolution of the dispute, then ACCUGENE 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 ACCUGENE under Section 8.2a), MOSS GENOMICS shall not be obligated to pay ACCUGENE for any Services for which ACCUGENE 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.

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

8.4 Termination by ACCUGENE: If ACCUGENE 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 ACCUGENE 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. ACCUGENE 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 ACCUGENE's possession shall be destroyed by ACCUGENE 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 ACCUGENE 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 to 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.

**ACCUGENE USA Inc.**

**MOSS GENOMICS**

*s/ "Sunjae Kwon"*

*s/ "Karl Cahill"*

Name: Sunjae Kwon

Name: Karl Cahill

Title: CEO

Title: CEO

Date: May 19, 2021

Date: May 19, 2021

**EXHIBIT A**  
**PROJECT QUOTATION**

Officers and Addresses

Client	Provider
Karl Cahill, CEO MOSS GENOMICS  Email: [REDACTED] Phone: [REDACTED]	Sunjae Kwon, CEO ACCUGENE USA Inc. 5795 Kearny Villa Rd., San Diego, CA 92123 United States of America Email: [REDACTED] Phone: [REDACTED]

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 ACCUGENE.

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 MOSS GENOMICS before implementation. All labor and material costs are included.

3.1 Table A1: Pricing for ACCUGENE Gut Morning Microbiome Analysis Service

Service Description	Price
Saliva&Stool Combo Kit - OEM Kit Customization for MOSS GENOMICS (Minimum Order Quantity : 2000 kits)	\$15 / Kit
Stool collection kit – OEM kit Customization for MOSS GENOMICS (Minimum Order Quantity : 2000 kits)	\$10/Kit
DNA extraction & Sequencing Service Performed via NGS using Illumina Sequencing Platform	\$40 / sample
Final Gut Morning Microbiome Analysis Report*	\$15 / report

\*For reports in languages other than English, the translated report content will be provided by MOSS GENOMICS.

3.2 Table A2: Pricing for Server Maintenance and Data Management

Item	Price
Server, data, sample management, per month	\$50.00

The fee will be waived for initial 3 months.	
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Note: ACCUGENE will be responsible for maintenance of MOSS GENOMICS 's server and data for the duration listed in **Exhibit B5**.

4. Payment terms:

- a) MOSS GENOMICS shall pay ACCUGENE the amounts set forth in **Exhibit A** for the Services performed. Once per calendar month, ACCUGENE will submit an invoice documenting amounts due for the services provided by ACCUGENE pursuant to this Agreement to MOSS GENOMICS during the prior calendar month. Each invoice shall include sufficient information to aid MOSS GENOMICS in tracking the orders.
- b) MOSS GENOMICS shall pay ACCUGENE within 30 days from the receipt of the invoice (NET 30). In the case of dispute, both parties will make commercially reasonable efforts to resolve the issue within 15 days of receipt and MOSS GENOMICS 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. MOSS GENOMICS may choose to use sample collection kits supplied by ACCUGENE.
2. If MOSS GENOMICS chooses to use a third party's kits, MOSS GENOMICS should consult ACCUGENE for the compatibility of the kits in terms of the laboratory process and the logistics.
3. If MOSS GENOMICS choose to use its own kits, the tubes or containers should be clearly marked with at least 1 unique identifier in the form of a barcode.
4. 2-way shipping and handling
  - a. Diagnostics 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.)
5. 1-way shipping and handling
  - a. ACCUGENE may provide return postages for inbound shipping to ACCUGENE Testing labs.
6. Customer can choose to receive kits in batches and deliver the kits through Customer's network. In that case, Customer will be responsible for sending collected samples and information to designated ACCUGENE labs with purchase order. The mailing package should contain MOSS GENOMICS's company name on the package. The package should meet the following condition.
  - a. Delivery to: Sunjae Kwon, ACCUGENE USA Inc. 5795 Kearny Villa Rd, San Diego, CA 92123
  - b. Required Sample Information
    - i. Unique ID (barcoded)
  - c. Unique identifier naming convention
    - i. There will be 1 unique identifier for the sample, not for the individual tubes. ACCUGENE requires to print the sample ID on the tubes in the form of a barcode.
7. ACCUGENE will offer tools for transferring sample information through shared electronic documents and its Laboratory Information Management System (LIMS).

**Exhibit B2: Sample receiving at Testing Labs**

1. The receiving testing lab will be responsible for collecting samples, matching sample information, and managing purchase orders from MOSS GENOMICS.
2. The receiving testing lab will be responsible for checking sample sufficiency for DNA extraction and analysis and registering samples for NGS to its LIMS.
3. Gut Morning microbiome analysis service will be performed at the ACCUGENE USA Lab in San Diego, CA, a CLIA-certified laboratory.

**Exhibit B3: Gut Morning Microbiome Analysis Service**

1. Sample: MOSS GENOMICS will submit a sampled human stool kit as the starting material.
2. DNA Extraction: DNA Extraction will be performed using stool samples. MOSS GENOMICS will be

- notified for any insufficient stool samples that are invalid for DNA extraction and NGS.
3. Deliverables: ACCUGENE will provide the final Gut Morning Analysis Report in PDF format that can be downloaded via LIMS or delivered via a secure FTP download.
  4. RAW DATA: The resulting raw data will be made available through secure FTP download upon request.
  5. Turnaround Time (TAT)
    - a. The final Gut Morning Analysis Report is generally available within 2 to 4 weeks from the time of collected sample receipt. The TAT may be extended due to unforeseen circumstances. In these cases, the customer will be informed about the situation's progress in a timely manner.

**Exhibit B4: ACCUGENE Service Report**

Report	Description
Gut Morning Microbiome Analysis Service	Comprehensive report on microbiome data with dietary/probiotic recommendations based on the customer's microbiome profile

1. Delivery of the reports
  - a. FTP download through a secure file sharing service with credentials provided by ACCUGENE
  - b. Automatic upload to LIMS for MOSS GENOMICS

**Exhibit B5: Data storage, transfer, share and delivery method**

1. Data storage:
  - a. The raw data will be archived by ACCUGENE for three (3) months after completion of the project or the release of the deliverables from ACCUGENE, and may be discarded in the sole option of ACCUGENE thereafter or if requested by MOSS GENOMICS.
  - b. Longer term data storage can be offered with an additional fee.
  - c. MOSS GENOMICS can request encrypted transfer of MOSS GENOMICS 's customers' data within 3 months after the release of the deliverables.
2. 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 MOSS GENOMICS will be charged as set forth in Article 2.1 of the Service Agreement.

**Exhibit B6: Sample storage**

1. Stool samples will be used up for the DNA extraction, and ACCUGENE does not store extra stool samples.
2. Any remaining extracted DNA samples will be discarded after 3 months upon the completion of the project.
3. Upon request, any remaining DNA samples can be returned to MOSS GENOMICS at MOSS GENOMICS's expense. Return shipment requests should be made no later than 1 month after completion of the project.
4. Upon request, any remaining DNA samples can be stored for the requested time period at MOSS GENOMICS's expense. ACCUGENE does not guarantee the quality of the sample upon extended

- storage.
5. Upon request, the storage of any remaining stool samples can be offered at an additional charge of \$1 per sample per 6 months.

#### **Exhibit B7: White-labeling and Integration options**

1. App customization
  - a. MOSS GENOMICS can order MOSS GENOMICS's branding of the reports.
  - b. The scope of work for rebranding reports includes MOSS GENOMICS's logo, disclaimers and other contents not essential part of the report.
  - c. MOSS GENOMICS may choose to receive HTML version of the reports for MOSS GENOMICS's customization.
2. Client Portal on ACCUGENE LIMS
  - a. MOSS GENOMICS will be provided with MOSS GENOMICS's login credential to ACCUGENE LIMS interface dedicated to MOSS GENOMICS.
  - b. MOSS GENOMICS will be able to use the functionalities including the following
    - i. Ordering, entering sample information
    - ii. Finding out the 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 does not want to manage the order in-house.
3. API Integration
  - a. ACCUGENE will lead the integration of ACCUGENE' LIMS and portal with MOSS GENOMICS's customer portal or LIMS using RESTful APIs or other software packages.
  - b. ACCUGENE will trigger the automatic status updates of the samples in the lab to MOSS GENOMICS's server.
  - c. This option is useful for clients who have their own servers and customer management systems/laboratory management systems.

Disclaimer: ACCUGENE is not responsible for MOSS GENOMICS's use of the data.