

# Service Description and Procedures

## “Service Description”

### 1. Definition for the Service

For the scope of the Service, proton nuclear magnetic resonance (NMR) spectroscopy is applied for the Samples via different molecular windows. Based on these windows, primary metabolic measures are created with Nightingale’s proprietary spectral quantification technology.

In the Service, the Platform is utilized to acquire a set of metabolic measures. List of these measures is available at <https://nightingalehealth.com/legal/deliverables>. These metabolic measures with regards the Samples are considered as sole Service Deliverables.

Through research and development by Nightingale the Service Deliverables are subject to change by Nightingale and more metabolic measures may be available and/or the list of measures can be modified to increase biological and analytical interpretability and/or accuracy. These measures are to be made available, if current technological details allow, to Customer, included in the Service price, for the Samples analysed for the Customer by Nightingale under the Service.

The Service is provided based on projects containing a specific number of Samples. Each project will be defined, negotiated and signed utilizing a separate Order Form duly signed by the Parties.

### 2. Procedures for the Service

The procedures for the service can be divided to five steps:

**Step 1:** Agreeing the schedule. In the Order Form of the Contract, Parties define when Customer estimates to deliver the Samples of the project to Nightingale and when Nightingale expects to be able to measure the Samples and provide Service Deliverables to the Customer. Schedule is indicative for both Parties and is not a basis for sanctions or Contract breach. Nightingale shall use all commercially reasonable measures to deliver Service Deliverables within 12 months from the agreed Service Deliverables milestone in the Order Form.

**Step 2:** Sample delivery to Nightingale. For the Samples a minimum volume of serum or EDTA plasma required per participant is defined per project basis in the Order Form. Customer ships Samples frozen to Finland using an international courier as scheduled together with Nightingale. Customer ensures that dry ice will be used for the Samples to remain frozen during shipping. Detailed instructions for Sample shipment are provided to Customer by Nightingale in instructions for Sample Handling and Shipping at <https://nightingalehealth.com/legal/samples>.

**Step 3:** Laboratory procedures. Nightingale performs NMR measurements of the Samples according to the Platform.

**Step 4:** Analysis of the spectral data (metabolite quantification); Nightingale performs metabolite quantification utilising the spectral data according to the Service as in clause 1 and sends the Service Deliverables.

**Step 5:** Remaining Sample material after Step 3 will be either

- a. destroyed according to the waste disposal protocol of Nightingale or its subcontractors (Option A below), or
- b. returned to the Customer (Option B below).

Customer is required to inform Nightingale with written instructions as set forth in section 3 below, whether Nightingale shall return or destroy the Sample material, together with the first Sample shipment.

Samples remain the property of the Customer at all times during the Service.

Nightingale is responsible for the Samples only when the Samples are at its or its subcontractor’s possession. At all other times, including but not limited to delivery, Customer is responsible for the Samples.

Nightingale shall not be responsible for the accuracy, suitability or conformity of the Service Deliverables to Customer’s operations or specific purpose. Customer shall use the Service Deliverables in its operations at its own discretion and responsibility.

Customer is fully responsible to handle all Sample material according to Nightingale’s instructions for Sample Handling and Shipping available at

<https://nightingalehealth.com/legal/samples>. In case of mishandling or inappropriate shipping or too low volume of Samples, Nightingale will invoice and the Customer shall pay for the agreed Services for the respective Samples to the full extent, even if the Service Deliverables cannot be delivered.

As part of the quality control processes related to the Service, Nightingale reserves rights to remove Samples and/or individual metabolite concentrations from the data set at its sole discretion. Such removal of the Samples and/or metabolites shall not affect the Customer’s payment obligations under the Order Form.

The Parties acknowledge that the accuracy of Nightingale’s methodology may depend on collection, pre-processing and/or storage as well as various environmental, (patho)physiological and/or laboratory issues and hence, as part of quality control Nightingale recommends Customer to consult Nightingale in case of untypical non-population based studies, for example in the case of interventional studies, to test/pilot potential effects of interventions before performing extensive studies.

Nightingale accepts only Category B, UN3373 (Biological substance transported for diagnostic or investigative purposes) classified Samples. For the sake of clarity, Customer may not provide Samples where Samples are known to contain pathogens capable of causing permanent disability or life-threatening or fatal disease in otherwise healthy humans or animals when exposure to it occurs. However, Customer may provide Samples, for instance from epidemiological or population based studies, where the hazardous pathogens in the Samples, as hereinabove, are unknown and incident rates are population based.

### 3. Sample Return or Disposal by Nightingale

According to the Contract, Sample material remaining after the analyses (i.e. Sample material not used for the Service) will be either destroyed (Option A) or returned (Option B). Customer is required to inform Nightingale with written instructions, whether Nightingale shall return or destroy the Sample material, together with the first Sample shipment.

Nightingale will store the remaining Sample material maximum of three (3) months after the delivery of the Service Deliverables, after which Nightingale shall not be responsible for storing the Samples or returning them to the Customer, unless Customer has requested to destroy the Samples as in Option A. Nightingale destroys the Samples after three (3) months' period if (i) Customer has not provided a written request to return the Samples to Nightingale together with the first Sample shipment, (ii) Customer has requested to return Sample material but has failed to comply with the Sample return procedure as in section 3, or (iii) the Parties have not agreed otherwise in writing.

In case of any doubt, conflict, missing information or uncertainty of suitability or applicability of these guidelines to Customer's operating environment and Sample material, Customer is responsible to consult Nightingale and ask for Nightingale's further instructions in advance to define the Customer specific details for Sample return or disposal to ensure the quality of the Service.

#### OPTION A

If Customer chooses option A, Nightingale will destroy the remaining Sample material according to its laboratory procedures after the performance of the step 3 of the Service procedures. By selecting this option Customer fully understands and agrees that this procedure permanently destroys the remaining Sample material. In this option Nightingale also destroys all the shipping boxes received during the Sample material delivery to Nightingale.

#### OPTION B: Sample return for the remaining Sample material

If Customer chooses option B, remaining Sample material will be returned to the Customer. During the Service the Samples will be thawed overnight at +4°C. Before samples are prepared, Nightingale mixes the Samples gently and then spins down the serum/plasma (3200xg, 3 min, +4°C). Samples are prepared at ambient temperature and the potential remaining aliquot is put back to -80°C.

If Customer decides to have the remaining Sample material returned, the following conditions apply: a) the remaining Sample material will be returned according to the procedure below and b) Customer is fully responsible of all costs related to shipping, handling and packaging and Nightingale will invoice these costs according to the actual costs.

The return procedure:

1. Nightingale stores the shipping boxes received on Sample delivery to Nightingale.
2. After the delivery and Customer's acceptance of the Service Deliverables, Nightingale initiates the return procedure. Nightingale selects the courier service used for the return.
3. Nightingale enquires from the Customer a shipping address and contact person. Nightingale and Customer will agree the shipping dates via email. The Samples are shipped in the beginning of a week to make sure that they can be received before a weekend. It is Customer's responsibility to ensure that no local bank holiday or similar will delay the delivery.
4. Nightingale will contact the courier who prepares the shipping and ships the remaining Sample material to the Customer according to the agreed dates. Once shipped, a tracking code will be provided to the Customer's contact person.
5. Customer receives the remaining Sample material and Nightingale will invoice the shipping costs from the Customer according to the actual costs.

For the sake of clarity, Nightingale shall not be liable for any damage to or loss of the Sample material during, or any possible damages incurred by the Customer arising from the shipping or shipping preparations by the courier.