

## Appendix

### LumiraDx General Terms and Conditions for Purchase Orders

#### GENERAL TERMS

- Prices.** All prices remain valid for a period of 12 months from the date of quote. All prices exclude shipping and handling charges, which are the obligation of Customer. Prices for Product(s), test strips and hardware, including related shipping and handling costs and taxes, will be paid pursuant to LumiraDx's Section 4 of the T&C.
- Warranty.** Warranty periods for the Product(s) unless otherwise stated above, are as contained in the Documentation (as defined below) and as further described in Section 7 of the T&C.
- Lead Time.** Product lead time is 14 working days and can only be confirmed once an order is placed. All such Product shall be supplied to Distributor is subject to availability and based on agreed allocation. There may be additional delays due to COVID-19 and other force majeure events.
- Shipment.** will be in accordance with the terms of Section 5.1 of the T&C.
- Documentation.** LumiraDx makes available physical and electronic documentation with the Products and Software Services, which includes a user manual with basic training information, Instructions for Use, Product Insert(s) and Fact Sheet(s) (the "Documentation").
- Delivery Prices.** As detailed above
- Equipment:**
  - Covers the Equipment which consists of a single Nokia mobile phone accompanied by a universal data-only SIM card with mobile accessories for use with a LumiraDx Instrument. The Equipment will come pre-installed with the Connect Manager App and only this app can be used with the mobile phone. Distributor will be responsible for delivery, installation and setup and provision of condition of use guidelines of Equipment with each customer and Distributor shall and shall procure customer to follow Equipment conditions of use guidelines.
  - Ownership of the Equipment:** Possession will pass to the Distributor for Distributor to pass to customer and customer will be responsible for all ongoing maintenance and insurance.
  - Equipment Warranty.** LumiraDx does not provide a direct warranty on the Equipment. Equipment provided will be covered by the mobile phone manufacturer's 12-month warranty. For faulty or damaged Equipment LumiraDx or the manufacturer will replace the equipment that is under warranty with the same make and model number. Lost, stolen or mislaid Equipment must be immediately reported to LumiraDx Technical Services (detailed in Exhibit A) and Technical Services will deactivate the SIM and phone.
  - Equipment Service Usage:** Equipment provided shall be used solely to enable connectivity of the LumiraDx Instrument and must not be used for any other purposes. Distributor shall notify customer of Equipment guidelines and clearly indicate customer is to take due care of the Equipment provided.
  - Service Fees:** LumiraDx will provide 12 months' worth of data coverage on the mobile phone, after this period an additional service fee may apply to be covered by the customer.
  - Modification of Equipment:** LumiraDx may, at its discretion, swap, add, remove, enhance or modify the Equipment or connectivity at any time upon notice to Distributor where required. Distributor shall inform customer not to download services, apps or make any additions, modifications or alterations to the Equipment.
- Confidentiality.** The T&C contents are confidential, and you agree not to disclose the details to any other parties without the prior written consent of LumiraDx.
- Cancellation of Purchase Order.** Customer may not cancel any orders that it places with LumiraDx, unless it obtains the prior written consent of LumiraDx, which LumiraDx may withhold in its sole discretion.
- Disclaimer.** LumiraDx shall not be obliged to fulfil any orders placed by Customer until such orders are expressly accepted by LumiraDx and Products will be subject to availability. Supply is subject to the terms and conditions of the relevant FDA Emergency Use Authorization (the "EUA"). The LumiraDx SARS-CoV-2 Ag Test Strip Products and the LumiraDx SARS-CoV-2 Ag Instrument Platform are only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of COVID-19 under 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner. This test has not been FDA cleared or approved. This test has been authorized by FDA under an EUA for use by authorized laboratories. For the LumiraDx SARS-CoV-2 Antigen Test: This test has been authorized only for the detection of proteins from SARS-CoV-2, not for any other viruses or pathogens. For LumiraDx SARS-CoV-2 RNA STAR and LumiraDx SARS-CoV-2 RNA STAR Complete: This test has been authorized only for the detection of nucleic acid from SARS-CoV-2, not for any other viruses or pathogens. This test is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostics for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner. If the declaration is terminated or either or all of the EUAs are revoked or terminated, LumiraDx will no longer be able to supply certain Products hereunder and shall have no liability in connection therewith. With regards to SARS-CoV-2 Ag Test Products, LumiraDx shall only supply reagents or reagent kits. LumiraDx shall have no liability for any analyzers or instruments such Products are applied to.

#### TERMS AND CONDITIONS OF SALE

##### 1. Scope

These Terms and Conditions of Sale (the "T&C", and together with any agreement and/or, purchase order and/or cover page attached hereto, this "Agreement") of LumiraDx Inc. (hereinafter referred to as "LumiraDx") shall apply to all sales and deliveries made by LumiraDx to Customer. Customer acknowledges that, by placing an order with LumiraDx it is subject to availability, by accepting delivery of any products made available by LumiraDx ("Products") or by accessing or making use of any software-as-a-service platforms and/or related features made available by LumiraDx (the "Software Services"), Customer accepts and is bound by this Agreement. Any additional terms and conditions of Customer shall in no event apply even if LumiraDx has not expressly rejected them. Notwithstanding the foregoing, if a written contract signed by both parties is in existence covering the sale of Products or the access and use of the Software Services, the terms and conditions of such contract will prevail to the extent any such term or condition is in conflict or inconsistent with the applicable term or condition hereunder.

##### 2. Conclusion of contract

2.1 LumiraDx's offers are nonbinding and subject to change. A contract becomes only effective upon written confirmation of a Customer order by LumiraDx. The content of the contract shall be based exclusively on the order confirmation and this Agreement. Verbal arrangements of any type are nonbinding and require confirmation in writing by LumiraDx to become binding.

2.2 LumiraDx reserves all rights to the sales documentation (including illustrations, drawings, weight and dimension information) and the samples and designs. They shall not be disclosed to third parties and shall be immediately returned to LumiraDx upon request. Such documents may only be disclosed to third parties upon prior written consent of LumiraDx.

2.3 Members of LumiraDx's sales organization are not authorized to conclude, amend, terminate agreements or to make binding statements relating to Products, Software Services or other terms and conditions.

##### 4. Delivery

4.1 LumiraDx will deliver the Products within a reasonable time after LumiraDx's acceptance of Customer's purchase order. LumiraDx will strive to meet any delivery deadlines proposed in accordance with any lead-time requirements set forth on the cover page hereto, however LumiraDx will not be liable for any delay or loss or damage in transit. LumiraDx may, in its sole discretion, without liability or penalty, make partial shipments of Products. Each partial shipment will constitute a separate sale, and Customer will pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's purchase order.

4.2 Unless otherwise agreed with Customer, LumiraDx will ship the Products to the address set forth on the accepted order.

4.3 Shipment and delivery are contingent on Customer's compliance with the order and this Agreement, including without limitation the requirements in Section 3 above. In case of Customer's default, LumiraDx shall be entitled to delay shipment and/or cancel the order without liability.

##### 5. Dispatch, transfer of risk, insurance policies

5.1 Unless otherwise set forth in this Agreement, all Products will be shipped Ex-Works (Incoterms 2010), LumiraDx's point of shipment, at which point risk of loss will pass to Customer.

5.2 Insurance shall be obtained only upon written request and at the expense of Customer.

5.3 Delivery and insurance charges will be added to the contract price of the Products and shall be payable at the same time and upon the same terms as the Products. Shipping and handling charges are additional unless otherwise expressly indicated in writing by LumiraDx. Unless Customer provides LumiraDx with a valid and correct tax exemption certificate applicable to its purchase of Products and the Products ship-to location, Customer is responsible for sales and other taxes associated with the order.

#### **7. Warranty**

7.1 LumiraDx grants Customer a limited warranty for certain Products, as set forth in the Documentation. Customer's warranty rights shall only exist if Customer has duly performed a reasonable inspection and notified LumiraDx of any identified issues within the applicable warranty period.

7.2 In each case of a complaint by Customer regarding defects, LumiraDx shall have the right to inspect and examine the applicable Products. Customer shall grant LumiraDx adequate time and opportunity to do so. LumiraDx may instead request that Customer return the Products to LumiraDx at LumiraDx's cost. In case of a return request, the Products must be disinfected by Customer and all applicable specific hazard regulations must be observed by Customer. If Customer's complaint is unjustified, Customer shall be obliged to compensate LumiraDx for all the costs caused in this context – e.g. travel and fitter expenses or shipping costs.

7.3 Customer shall grant LumiraDx adequate time and opportunity to rectify defects.

7.4 If LumiraDx replaces parts, title to the replaced parts shall automatically transfer to LumiraDx.

7.5 Notwithstanding anything to the contrary herein, the foregoing warranty is void with respect to, and LumiraDx assumes no liability for, defects resulting from: inappropriate or improper use, faulty assembly, faulty commissioning, faulty treatment or faulty installation by any party other than LumiraDx or normal wear and tear.

7.6 Material, shipment and personnel costs caused by a rectification of defects (repair, replacement delivery) shall be borne by LumiraDx provided the notified defect has been confirmed by LumiraDx.

7.7 Customer's sole and exclusive remedy, and LumiraDx's entire liability and obligation, with respect to breach of any warranty set forth in the Documentation will be, at Lumira's election, to repair or replace the applicable Platform Instrument as set forth above or if LumiraDx is unable to repair or replace such Platform Instrument after using commercially reasonable efforts, to refund the applicable fees paid following the return of the applicable Platform Instrument to LumiraDx. Any Platform Instrument replaced as a part of this warranty will be covered under this warranty for the remainder of the original warranty term.

7.8 Unless otherwise set forth in the Documentation, the warranty period for newly manufactured Products is 24 months from shipment of the applicable Product to Customer and for used Products is 6 months from shipment of the applicable Product to Customer.

7.9 Test strips and consumables have a limited shelf life or, respectively, an expiration date which are indicated on the Product packaging and/or in the Documentation. Customer will not use any such Products after the expiration of the shelf life or expiration date, as applicable.

7.10 TO THE FULLEST EXTENT ALLOWED BY LAW, EXCEPT AS EXPRESSLY SET FORTH ABOVE, (I) LUMIRADX DOES NOT MAKE ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER, ANY OF ITS AFFILIATES OR ANY OTHER PARTY WITH RESPECT TO THE PRODUCTS, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY; AND (II) THE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" INCLUDING WITH ALL FAULTS AND ERRORS AS MAY OCCUR THEREIN. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH ABOVE, ANY WARRANTY, CONDITION, OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITH RESPECT TO OPERABILITY, USE, ACCURACY, VALIDITY, MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. LUMIRADX DOES NOT WARRANT THAT THE PRODUCTS WILL MEET THE CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, OR THAT THE PRODUCTS WILL OPERATE UNINTERRUPTED OR ERROR-FREE. THE USE OF THE PRODUCTS IS AT THE SOLE DISCRETION AND RISK OF THE CUSTOMER AND/OR ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS. Some states may not allow the exclusion or limitation of warranties, so the above limitation or exclusion may not apply to you. This Agreement gives Customer specific legal rights and obligations, and Customer may also have other legal rights or obligations which vary from state to state. CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE PRODUCTS AND FOR CONCLUSIONS DRAWN FROM SUCH USE. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS WERE NOT DESIGNED TO CUSTOMER'S REQUIREMENTS AND THAT IT IS CUSTOMER'S RESPONSIBILITY TO ENSURE THAT THE PRODUCTS AS DESCRIBED IN LUMIRADX'S DOCUMENTATION MEET ITS REQUIREMENTS. THE PRODUCTS ARE INTENDED ONLY AS A DIAGNOSTIC AID AND ARE NOT A SUBSTITUTE FOR THE EXPERTISE AND JUDGEMENT OF PHYSICIANS OR OTHER HEALTHCARE PROFESSIONALS. ALL INFORMATION IS PROVIDED ON THE BASIS THAT THE HEALTHCARE PROFESSIONALS RESPONSIBLE FOR PATIENT CARE WILL RETAIN FULL AND SOLE RESPONSIBILITY FOR DECIDING ANY CARE OR TREATMENT TO PRESCRIBE OR DISPENSE FOR ALL PATIENTS AND IN PARTICULAR WHETHER THE USE OF INFORMATION PROVIDED BY THE PRODUCTS IS SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICULAR PATIENT OR IN ANY PARTICULAR CIRCUMSTANCES.

#### **8. Limitation on liability**

8.1 LUMIRADX'S AND ITS THIRD-PARTY VENDORS' MAXIMUM TOTAL LIABILITY FOR ALL MATTERS ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE TOTAL FEES PAID TO LUMIRADX FOR THE PRODUCT GIVING RISE TO THE CLAIM.

8.2 IN ANY EVENT, NEITHER LUMIRADX NOR ANY OF ITS THIRD-PARTY VENDORS WILL UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES IN CONNECTION WITH ANY MATTER ARISING UNDER OR RELATED TO THIS AGREEMENT, EVEN IF LUMIRADX WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 Some states may not allow the exclusion or limitation of liability or certain damages, so the above limitation or exclusion may not apply to Customer. This Agreement gives Customer specific legal rights and obligations, and Customer may also have other legal rights or obligations which vary from state to state

#### **9. Use of LumiraDx Products**

9.1 Customer shall purchase the Products and access the Software Services for its own use only, and shall not resell or transfer the Products or Software Services to any other party. Customer represents it has evaluated the Products and Software Services, as applicable, and that they are acceptable and clinically suitable for its intended purposes.

9.2 In case of non-payment with regards to Products, LumiraDx shall be entitled to suspend or terminate access or use of such Products and Software Services until payment is made.

#### **10. Indemnification**

Customer will indemnify, defend and hold harmless LumiraDx and its affiliates and its and their respective officers, directors, employees and agents from and against any damages, costs and expenses arising out of or related to any suit, claim or proceeding arising out of Customer's actual or alleged breach of this Agreement.

#### **11. Intellectual property rights**

11.1 Customer hereby acknowledges and agrees that LumiraDx's End User License Agreement, available upon request (the "EULA"), will govern the use of the Software Services and any proprietary computer software program(s) owned by LumiraDx that are embedded in or installed on the Products, or made available by LumiraDx in connection with the Products. Subject only to the rights expressly granted under the EULA, LumiraDx and its licensors retain all proprietary rights and title (including without limitation all intellectual property rights) to such software and any modifications thereof. No ownership of any part of such software is hereby transferred to Customer.

11.2 If Customer determines how LumiraDx shall manufacture Products to be delivered to Customer by means of instructions, information, documents, drafts or drawings, Customer shall be responsible for ensuring that no rights of third parties are infringed or otherwise violated, including any third party patent rights or other intellectual property rights.

#### **12. Compliance with Laws**

12.1 LumiraDx disclaims any representation or warranty that the Products or Software Services conforms to federal, state or local laws, regulations, ordinances, codes or standards, except as expressly set forth by LumiraDx in writing. Customer shall comply with all applicable laws, regulations and ordinances. LumiraDx may terminate any order and/or this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products or Software Services.

12.2 Customer represents and warrants that it is in compliance and shall comply with all applicable anti-bribery and anti-corruption laws including the U.S Foreign Corrupt Practices Act.

12.3 LumiraDx represents and warrants that in connection with its performance under this Agreement it (i) does not employ engage or otherwise use any child labour in violation of any applicable law (ii) does not use forced labor in any form (prison, indentured, bonded or otherwise); (iii) does not engage in or facilitate human trafficking or slavery in any form; (iv) does not discriminate against any employees on