



**ID
YOUR
IRD**

INHERITED RETINAL DISEASE
GENE TESTING INITIATIVE

TERMS AND CONDITIONS FOR PARTICIPANTS IN ID YOUR IRD INITIATIVE

The ID YOUR IRD program is a genetic testing program (“the program”) that test for mutations in approximately 250 genes suspected to be associated with inherited retinal diseases. The testing is supported by Spark Therapeutics, Inc. Your participation in the Program and use of Spark Therapeutics content and services is subject to the terms of the agreement between you and Spark Therapeutics set forth in these Program Terms and Conditions, which incorporate by reference the Spark Therapeutics general Terms of Use (sparktx.com/terms-of-use) and Privacy Policy (sparktx.com/privacy-policy). You may accept these Program Terms and Conditions by (1) clicking to accept or agree, where this options is available to you, or (2) by signing the form at your physician’s office when you agree to participate in genetic testing

and share your genetic test results with Spark Therapeutics. You may not participate in the Program if you do not accept these Program Terms and Conditions.

To be eligible to participate in the Program, you must (1) be a US resident at the time you are tested and receive your test results; (2) suspected of having an inherited retinal disease (IRD); (3) have the approval of your healthcare professional to have the genetic test; and (4) authorize in writing that your healthcare professional and the genetic testing laboratory selected by Spark Therapeutics may test the genetic sample you provide and share your name, contact information and information regarding your condition, diagnoses, and results of your genetic testing (collectively, “your information”) with Spark Therapeutics. If you are under the age of 18, you must have the approval of your legal guardian to participate in the Program.

The genetic test provided under the Program requires you to provide a saliva or blood sample to your healthcare professional. Your sample will be analyzed by a genetic testing company selected by Spark Therapeutics, and the results will be provided to your healthcare professional and to Spark Therapeutics. The genetic testing company or companies that perform the test are independent from Spark Therapeutics and Spark Therapeutics has no control over or influence over how the test is conducted. Spark Therapeutics makes no warranty that the Program will meet the requirements, that it will be secure or error free, that the results will be accurate or reliable, or that the quality of any services or information will meet your expectations. You understand and agree that by participating in the Program, Spark Therapeutics will process, use and disclose Your information only as permitted by your written authorization and the Spark Therapeutics Privacy Policy.

Testing results performed in connection with the Program are not intended to be comprehensive. The Program tests only for gene mutations related to IRD. The results of the genetic test provided to your healthcare provider by the testing company may be; (1) positive (if the gene associated with the IRD has been identified by the test); (2) negative (if no genetic cause of the IRD has been identified by the test); or (3) inconclusive (if the test identified a genetic mutation, but it is unknown whether the identified mutation causes as IRD). **YOU SHOULD CONSULT WITH YOUR OWN HEALTHCARE PROFESSIONALS ABOUT YOUR DIAGNOSES, GENETIC TESTING, AND GENETIC TESTING RESULTS. SPARK THERAPEUTICS DOES NOT PROVIDE MEDICAL ADVICE, AND THE RESULTS OF THE PROGRAM ARE NOT INTENDED TO BE USED BY YOU FOR ANY DIAGNOSTIC PURPOSES OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.** Spark Therapeutics does not endorse, warranty, or guarantee the effectiveness of any specific course of action, resources, tests, physicians or other healthcare professionals, drugs, biologics, medical devices, products, procedures, opinions, or other information that may be offered to you or become available to you through the Program. Reliance on any information provided by Spark Therapeutics is solely at your own risk.

Through the Program, you will be offered an optional opportunity to discuss your genetic test results by telephone with a genetic counselor. If you choose this option, any advice provided by the counselor is independent of Spark.

If you choose to participate in the Program, you will not be responsible for the cost of the genetic test itself or the genetic counseling described in the previous paragraph.

PLEASE BE AWARE, HOWEVER, THAT YOU WILL BE RESPONSIBLE FOR ANY OTHER COSTS THAT MAY BE INCURRED AS A RESULT OF PARTICIPATING IN THE PROGRAM, INCLUDING BUT NOT LIMITED TO THE COSTS OF VISITS OR CONSULTATIONS WITH YOUR HEALTHCARE PROFESSIONAL IN CONNECTION WITH THE GENETIC TEST OR THE TESTING RESULTS.

BY PARTICIPATING IN THE PROGRAM, YOU UNDERSTAND AND AGREE THAT YOU ACQUIRE NO RIGHT OR INTEREST IN ANY INVESTIGATIONAL OR COMMERCIAL PRODUCTS THAT MAY BE DEVELOPED BY SPARK THERAPEUTICS AND/OR ITS COLLABORATING PARTNERS. No purchase is necessary to participate in the ID YOUR IRD program.

DISCLAIMER OF WARRANTIES: You expressly acknowledge and agree that your participation in the Program is at your sole risk, and the program is provided on an “as is” and “as available” basis. Spark Therapeutics expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for particular purpose, and non-infringement.

LIMITATION OF LIABILITY: Spark Therapeutics does not control or endorse any actions resulting from your participation in the Program, and therefore, SPARK THERAPEUTICS SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES, TO THE EXTENT PERMITTED BY APPLICABLE LAW. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SPARK THERAPEUTICS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OR RELATED TO YOUR PARTICIPATION IN THE SERVICES.

These Program Terms and Conditions, which incorporate by reference the Spark Therapeutics general Terms of Use and Privacy Policy, constitute the entire agreement between you and Spark Therapeutics and govern your participation in the Program.