

Constitutive contract
Economic Interest Group
DiaGDirect



The dematerialisation portal
IVD and Health Professionals

Constitutive contract OF THE ECONOMIC INTEREST GROUP DiaGDirect

Between the undersigned

1. The Company ABBOTT France

Simplified Joint Stock Company with a capital of 16,485,203 euros, having its registered office at 3 Place Gustave Eiffel - Batiment Florence 94518 RUNGIS CEDEX, registered in the Trade and Companies Register of CRETEIL under the number B 602 950 206

2. The Company HORIBA ABX

Simplified Joint Stock Company with a capital of 41,700,000 euros, having its registered office at Rue du Caducée, Parc Euromédecine BP7290- 34000 MONTPELLIER, registered in the Trade and Companies Register of MONTPELLIER under the number B 328 031 042

3. The Company becton dickinson France

Simplified Joint Stock Company with a capital of 62,823,000 euros, having its registered office at 11, rue Aristide Bergès - 38800 LE PONT DE CLAIX, registered in the Trade and Companies Register of Grenoble under the number B 056 501 711

4. The Company BIOMERIEUX

Limited company with a capital of 12,029,370 euros, having its registered office at Chemin de L'Orme - 69280 MARCY L'ETOILE, registered in the Trade and Companies Register of Lyon under the number B 673 620 399

5. The Company biorad France (by resolution of the general meeting of July 9th, 2008)

Simplified Joint Stock Company with a capital of 50,000,000 Euros, having its registered office at 3 boulevard Raymond Poincaré - 92430 MARNES LA COQUETTE, registered in the Trade and Companies Register of NANTERRE under the number B 449 990 712

6. The Company BECKMAN COULTER France

Simplified Joint Stock Company with a capital of 20,460,552 euros, having its registered office at 22 Avenue des Nations ZA PARIS NORD II - Immeuble Rimbaud -93420 VILLEPINTE, registered in the Trade and Companies Register of BOBIGNY under the number B 632 043 071

7. The Company diagnostica stago

Simplified Joint Stock Company with a capital of 7,509,445 euros, having its registered office at 3, allée Thérèse - 92600 ASNIERES SUR SEINE, registered in the Trade and Companies Register of PONTOISE under the number B 305 151 409

8. The Company ORTHO CLINICAL DIAGNOSTICS

Simplified Joint Stock Company with a capital of 1,112,064 euros, having its registered office at 8, rue Rouget de Lisle - 92130 ISSY LES MOULINEAUX, registered in the Trade and Companies Register of NANTERRE under the number B 330 202 334

9. The Company sebia

Simplified Joint Stock Company with a capital of 10,203,900 euros, having its registered office at Parc Technologique 27 rue Leonard de Vinci, 91008 Lisses, registered in the Trade and Companies Register of Evry under the number B 672 041 902

10. The Company INLOG (by resolution of the Extraordinary General Meeting of December 13th, 2006)

Limited company with a capital of 480,000 euros, having its registered office at 53 rue de l'Etang 69760 LIMONEST, registered in the Trade and Companies Register of LYON under the number 388 885 345

11. The Company ELITECH France (by resolution of the General Meeting of June 28th, 2004 and the General Meeting of July 9th, 2008)

Simplified Joint Stock Company with a capital of 269,200 euros, having its registered office at 13-15 rue Jean Jaurès 92800 Puteaux, registered in the Trade and Companies Register of Nanterre under the number 453 250 037

12. The Company LABELIANS (by resolution of the General Meeting of June 28th, 2004)

Simplified Joint Stock Company with a capital of 184906.40 euros, having its registered office at 1 Rue des Palis 77140 Nemours, registered in the Trade and Companies Register of MEAUX under the number 857 200 885

13. The Company THERMOFISHER DIAGNOSTICS (by resolution of the General Meeting of January 12th, 2005)

Simplified Joint Stock Company with a capital of 210,450 euros, having its registered office at 6 route de Paisy Zone Industrielle 69570 DARDILLY, registered in the Trade and Companies Register of LYON under the number B 955 510 003

14. The Company DEDALUS BIOLOGIE (by resolution of the General Meeting of June 11th, 2020)

Simplified Joint Stock Company with a capital of 1.501.375 euros, having its registered office 3 rue Sarrelouis 67000 STRASBOURG, registered in the Trade and Companies Register of STRASBOURG under the number 348 585 233

15. The Company SIEMENS HEALTHCARE (by resolution of the General Meeting of December 20th, 2005)

Simplified Joint Stock Company with a capital of 16,594,000 euros, having its registered office at 40 Avenue des Fruitières 93527 SAINT DENIS, registered in the Trade and Companies Register of NANTERRE under the number B 810 794 800

16. The Company SUBRA (by resolution of the General Meeting of December 13th, 2006)

Simplified Joint Stock Company with a capital of 184,000 euros, having its registered office at 7 rue Jean de Guerlins 31103 TOULOUSE, registered in the Trade and Companies Register of TOULOUSE under the number 306 536 434

17. The Company WERFEN (by resolution of the General Meeting of July 9th, 2008)

Limited company with a capital of 1,395,900 euros, having its registered office at 88-94 rue André Joineau 93310 LE PRE SAINT GERVAIS, registered in the Trade and Companies Register of PARIS under the number 562 010 264

18. The Company ABBOTT RAPID DIAGNOSTICS (by resolution of the General Meeting of June 11th, 2020)

Simplified Limited Company by single shareholder with a capital of 5,633,494 euros, having its registered office at Parc Eurospace - B6 - Route de Gisy, 91570 Brievres, registered in the Trade and Companies Register of Versailles under the number 533 658 993

19. The Company I2A (by resolution of the General Meeting of January 21st, 2014)

Simplified Joint Stock Company with a capital of 437,800 euros, having its registered office at 12B route de Troyes le Hangar, 21121 DAROIS, registered in the Trade and Companies Register of Dijon under the number 439 651 621

20. The Company DIASORIN (by resolution of the General Meeting of February 5th, 2015)

Limited Company with capital of 960,000 euros, having its registered office at 11 rue Georges Besse, 92160 ANTONY, registered in the Trade and Companies Register of Nanterre under the number 410 392 971

21. The Company SYSMEX France (by resolution of the General Meeting of February 5th, 2015)

Simplified Joint Stock Company with a capital of 2,457,500 euros, having its registered office at 22 Avenue des Nations, 93420 VILLEPINTE, registered in the Trade and Companies Register of Bobigny under the number 429963002

22. The Company BIOSYNEX (by resolution of the General Meeting of June 8th, 2017)

Limited Company with a capital of 913,544.80 euros, having its registered office at 22 boulevard Sebastien Brant 67400 ILLKIRCH GRAFFENTADEN, registered in the Trade and Companies Register of Strasbourg under the number 481 075 703

23. The Company TOSOH Europe (by resolution of the General Meeting of June 8th, 2017)

Company under foreign law with a capital of 16,346,594.83 euro, having its registered office at Transportstraat 4 3980 Tessenderlo 99000 TESSENDERLO (Belgium), registered in the Trade and Companies Register of Toulouse under number 352 925 390

24. The Company SARSTEDT France (by resolution of the General Meeting of February 13th, 2018)

Limited Liability Company with a capital of 159,582 euros, having its registered office at route de Gray, ZI les Plantes, 70150 Marnay, 80080 AMIENS, registered in the Trade and Companies Register of Vesoul under the number 302 638 481

25. The Company ALLOGA France (by resolution of the General Meeting of May 31st, 2018)

Limited Company with a capital of 5,000,000 euros, having its registered office at 40 Boulevard de Dunkerque, 13002 MARSEILLE, registered in the Trade and Companies Register of Marseille under the number 582 118 675

26. The Company MAST DIAGNOSTIC (by resolution of the General Meeting of March 28th, 2019)

Limited Liability Company with a capital of 510,704.21 euros, having its registered office at 12 rue Jean-Jacques Mention Espace Industriel Nord, 80080 AMIENS registered in the Trade and Companies Register of Amiens under the number 392 642 517

27. The Company ROCHE DIAGNOSTICS France (by resolution of the General Meeting of June 11th, 2020)

Simplified Limited Company by single shareholder with a capital of 15 965 175 euros, having its registered office at 2 avenue du Vercors, 38240 Meylan, registered in the Trade and Companies Register of Grenoble under the number 380 484 766

28. The Company EliTech Distribution (by resolution of the General Meeting of June 11th, 2020)

Simplified Limited Company by single shareholder with a capital of 520 000 euros, having its registered office at 13-15 rue Jean Jaurès 92800 Puteaux, registered in the Trade and Companies Register of Nanterre under the number 538 673 716

29. The Company EliTech Microbio (by resolution of the General Meeting of June 11th, 2020)
Simplified Limited Company by single shareholder with a capital of 4 681 465 euros, having its registered office at 19 allée d'Athènes- Parc d'activités du plateau 83870 Signes, registered in the Trade and Companies Register of Toulon under the number 03 366 239

It has been established that it follows the constitutive contract of an Economic Interest Grouping that must exist between them.

Article 1 - Form

It is formed between the undersigned and any other legal entities whose adhesion would be accepted subsequently, an economic interest grouping governed by Articles L.251-1 et seq. of the French Commercial Code, as well as by this contract and the internal regulations referred to in Article 22 below.

Article 2 - Purpose - Vocation

2.1 - Purpose

With a view to facilitating and developing the economic activity of its associate members and to improve or increase the results of this activity, the Grouping's purpose is:

the design, development, implementation and management of all solutions and projects in the field of in-vitro diagnostics and health related to the distance selling and electronic data exchange of the Diagdirect system.

2.2 - Vocation

The Grouping is invested with the widest powers to maintain and develop the activity of its associate members in accordance with its purpose and to improve or increase its results.

It accomplishes this mission, in France, by any means at its convenience, either directly or through agencies that it sets up for this purpose.

Article 3 - Designation

The designation of the grouping is "GIE Diagdirect". Deeds and documents issued by the grouping and intended for third parties, in particular letters, invoices, announcements and various publications, must legibly indicate this designation followed immediately by the words "Groupement d'Intérêt Economique" (Economic Interest Grouping) or the acronym "GIE" and the place and registration number of the grouping in the Trade and Companies Register.

Article 4 - Head office

The Group's head office is located at 58 boulevard Gouvion Saint Cyr - 75017 PARIS 75017 PARIS from or since February 11th, 2021. (Modified by resolution of the Board of Directors of February 11th, 2021)

It may be transferred to any other location in the same department or in neighbouring departments by a simple decision of the Board of Directors.

Consequently, the Board of Directors is now invested with the necessary powers to amend the constituent contract on this point and to make any publicity on this subject.

The registered office may be transferred to any other place by decision of the Extraordinary General Meeting of the Grouping's associate members.

Offices or agencies may be set up in France or abroad by simple decision of the Board of Directors.

Article 5 - Duration

The duration of the grouping shall be set at 99 years from the date of its registration in the Trade and Companies Register, except in the cases of early dissolution or extension provided for below.

Article 6 - Capital - Funding

The grouping is established without capital.

However, the extraordinary general meeting of the associated members may decide at any time, unanimously, to set up a capital of which it will fix the amount subject to modification by subsequent extraordinary general meetings, deliberating by the same majority.

The funding of the costs and expenses incurred in the operation of the Grouping and in carrying out its activities shall be ensured under the conditions and in accordance with the procedures laid down in the internal rules.

Provided that it complies with the legal and regulatory provisions and its own internal provisions, the grouping may have resort to any other sources of funding.

Article 7 - Shares

The rights of associate members are represented by shares without nominal value, strictly personal, non-assignable and non-transferable. Shares may never be represented by tradable securities. Each share is equivalent to one vote.

To represent these rights, 27 shares shall be created, allocated to the associate members of the Grouping in the proportion of one share per associate member:

- to the company ABBOTT France	1 share bearing the number 1
- to the company HORIBA ABX	1 share bearing the number 2
- to the company BECTON DICKINSON	1 share bearing the number 3
- to the company BIOMERIEUX	1 share bearing the number 4
- to the company BIORAD FRANCE	1 share bearing the number 5
- to the company BECKMAN COULTER FRANCE	1 share bearing the number 6
- to the company DIAGNOSTICA STAGO	1 share bearing the number 7
- to the company ORTHO CLINICAL DIAGNOSTICS	1 share bearing the number 8
- to the company SEBIA	1 share bearing the number 9
- to the company INLOG	1 share bearing the number 10
- to the company ELITECH FRANCE	1 share bearing the number 11
- to the company LABELIANS	1 share bearing the number 12
- to the company THERMOFISHER DIAGNOSTICS	1 share bearing the number 13
- to the company DEDALUS BIOLOGIE	1 share bearing the number 14

- to the company SIEMENS HEALTHCARE	1 share bearing the number 15
- to the company SUBRA	1 share bearing the number 16
- to the company WERFEN	1 share bearing the number 17
- to the company ABBOTT RAPID DIAGNOSTIC	1 share bearing the number 18
- to the company I2A	1 share bearing the number 19
- to the company DIASORIN	1 share bearing the number 20
- to the company SYSMEX	1 share bearing the number 21
- to the company BIOSYNEX	1 share bearing the number 22
- to the company TOSOH Europe	1 share bearing the number 23
- to the company SARSTEDT	1 share bearing the number 24
- to the company ALLOGA	1 share bearing the number 25
- to the company MAST DIAGNOSITC	1 share bearing the number 26
- to the company ROCHE DIAGNOSTICS	1 share bearing the number 27
- to the company ELITECH DISTRIBUTION	1 share bearing the number 28
- to the company ELITECH MICROBIO	1 share bearing the number 29

Total equal to the number of shares: 29 shares.

Each associate member may have only one share, notwithstanding any possible fusion with one or more other associate members of the Grouping.

The rights of associate members derive solely from this contract and from any acts amending it.

Article 8 - Rights and obligations of the associate members

Each of the associate members commits to put its product catalogue on the portal, with the exception of software publisher associate members already associate members of the GIE on the date of the modification of this article (modified by resolution of the Extraordinary General Meeting of March 27th, 2006).

Each associate member is committed to cooperating with the other associate members and with the Grouping with a view to ensuring the best development of their joint activities.

In particular, each of the associate members is committed to communicate all the information of which it may be aware and which are likely to have a favourable or unfavourable influence on the Grouping's activities.

Associate members of the grouping shall have the rights and obligations arising from the legal or regulatory provisions in force and from this contract.

Thus, each member of the grouping has the right to use the services of the grouping for any operation falling within the purpose of the grouping.

Each member of the Grouping shall be entitled, in proportion to the number of its shares in relation to the total number of shares in the Grouping:

- to participate, with voting rights, in the meetings of associate members,
- to participate in profit distributions, which appear at the end of each financial year and on liquidation,

Notwithstanding the information given to it at the annual general meeting, each associate member has the right to be informed at any time about the Grouping's activity. It may obtain communication of the accounting documents within fifteen days, on simple written request.

Any written question submitted to the President of the Board of Directors, to the Management Controller or to the Auditor shall be answered within 30 days.

The associate members of the grouping undertake, under penalty of immediate exclusion, to carry out their activity by scrupulously observing all the rules of honour and probity relating to their activity, in strict compliance with the laws and regulations in force concerning them.

Membership implies the obligation to respect, in its letter and in its spirit, the present contract, to comply with all its provisions as well as with the decisions taken by the General Meetings, and with those taken by the Board of Directors within the framework of its powers, and in particular to pay the membership fees or commissions provided for.

Associate members of the Grouping shall be liable for the Grouping's debts on their own assets. Except contrary agreement with the contracting third party, they are jointly and severally liable.

The creditors of the grouping may pursue payment of its debts against an associate member only after having unsuccessfully put the grouping on formal notice by an extrajudicial act.

In their relations with each other, the associate members of the grouping shall be equally liable for the debts of the grouping.

Each associate member of the grouping must contribute to the operating costs and to the financing of the grouping's losses in the proportion indicated above.

The beneficiaries and creditors of an associate member of a grouping may not demand that seals be affixed to the assets of the grouping, request their distribution or liquidation or interfere in any way with the acts of its administration: they must, in order to exercise their rights, refer to the grouping's inventories and the decisions of the general meeting.

Article 9 - Admission of new associate members

The Grouping may, during its existence, admit new associate members.

Only legal entities exercising their activity in the field referred to in Article 2.1 "Purpose" above and having a product catalogue will be allowed to apply.

All applications must be submitted in writing to the President of the Board of Directors, accompanied by all supporting documents relating to the applicant's professional activity. Acknowledgement of receipt of the application will be given within 8 days.

In the month of this submission, an ordinary general meeting of the associated members will be held to decide on the application for admission.

Any decision to admit or reject an application will be notified to the applicant within 8 days, by registered letter with acknowledgement of receipt. It is sovereign, without recourse, and does not need to be justified.

The Ordinary General Meeting that has decided on the application shall make admission conditional on the payment of an entrance fee as defined in the Internal Regulations.

All new associate members must pay the membership fee in force, as defined in the Internal Regulations, at the time of their admission in proportion to the number of full months between the date of the Ordinary General Meeting and the end of the financial year.

When deciding to admit a candidate, the general meeting may decide to exempt the new associate member from debts arising prior to its entry into the Grouping. Such a decision shall be published.

Admission shall become final with regard to the other associate members of the Grouping at the end of the Ordinary General Meeting deciding on it, provided that the conditions laid down by it and by this contract are complied with.

It shall become opposable to third parties only after its publication in the Trade and Companies Register.

Article 10 - Withdrawal - Compulsory resignation - Merger

10.1 - Withdrawal:

Each associate member may withdraw at any time, subject to notifying the President of the Board of Directors of its decision at least 3 months before the desired date of withdrawal, by registered letter with acknowledgement of receipt.

Such withdrawal may not, however, take effect until the associate member concerned has fulfilled all its obligations towards the grouping.

An associate member who withdraws shall remain jointly and severally liable for the commitments of the grouping contracted prior to the notification of its withdrawal in the Trade and Companies Register vis-à-vis the creditors who have not renounced such joint and several liability.

Consequently, the grouping shall, where appropriate, compensate the withdrawing associate member for any payments which that member may be required to make as a result of past acts or contractual obligations between the announced date of withdrawal and the date of its publication in the Trade and Companies Register, on condition that the associate member in question did not participate in the performance of the act or in the incriminated liability.

An associate member who withdraws shall be entitled only to the repayment of its current account(s), if any, plus its share of profits or minus its share of losses for the current financial year.

The profit share thus determined shall be reduced in proportion to the time elapsed since the beginning of the financial year until the date on which the withdrawal from the grouping takes effect.

An associate member who withdraws shall waive the entry fees and contributions paid by himself, which shall remain the property of the Grouping. He has no right to provisions, depreciation and reserves.

The sums due to the withdrawing associate member shall be paid to it within thirty days following the ordinary annual general meeting approving the accounts for the financial year in which the withdrawal took place.

However, should this reimbursement be likely to affect the Grouping's treasury, it could be spread over a maximum period of 3 months, starting from the above date, according to a timetable established by the President of the Board of Directors.

Sums paid during this additional period shall bear interest at the rate of 3% per annum from the beginning of the same period.

The shares of the withdrawing associate member will be cancelled.

10.2 - Compulsory resignation:

Any associate member of the Grouping shall cease to be a member and shall be deemed to have compulsorily resigned:

- upon its dissolution,
- ceases, for any reason whatsoever, to carry on an economic activity in the area referred to in Article 2 "PURPOSE" above,
- in the event of judicial reorganisation, judicial liquidation, prohibition to manage one or more professional or social activities of a legal entity member.

The compulsory resignation of an associate member shall however be subject to a decision of the extraordinary general meeting of associate members.

The general meeting must decide on the compulsory resignation, the member likely to be affected by this measure being summoned to it by the president of the Board of Directors at least one month in advance, by registered letter with acknowledgement of receipt.

The notice shall contain a detailed statement of the reasons for the intended compulsory resignation. The associate member concerned may assert his means of defence at the meeting, he may be assisted by any counsel of his choice. Nevertheless, no more than two counsels may have access to the meeting.

The aforementioned associate member does not take part in the vote of the General Meeting.

An associate member who compulsorily resigns shall remain committed under the same conditions as an associate member who has withdrawn under the conditions defined in the above Article "Withdrawal", and shall be entitled to reimbursement of the same sums.

Article 11 - Exclusion

The exclusion of an associate member can only take place by decision of the ordinary general meeting of associate members, for the following motives and in accordance with the following terms:

11.1 - Motives

- contraventions to the legal and regulatory provisions concerning the GIE and the activities carried out by the associate members of the grouping, to the stipulations of this contract and to the decisions of the general meeting or the Board of Directors.

Any breach shall become grounds for exclusion if it persists more than 15 days after a warning addressed to the defaulting associate member by the President of the Board of Directors by registered letter with acknowledgement of receipt.

- failure to exercise the professional activity which motivated the grouping's membership
- non-payment of all or part of its contributions, after formal notice as above, remained without effect
- refusal to respond to a call for funding within the time limit set
- in general, for any motive deemed serious by the general meeting.

11.2 - Terms

In all cases where the general meeting has to decide on exclusion, the associate member liable to be excluded shall be summoned to it by the president of the Board of Directors at least one month in advance, by registered letter with acknowledgement of receipt.

The notice shall contain a detailed statement of the motives for the intended exclusion. The associate member concerned may assert his means of defence at the meeting, he may be assisted by any counsel of his choice. Nevertheless, no more than two counsels may have access to the meeting.

An examination of his exclusion shall be carried out both in his presence and in his absence.

If he is present, he may give any explanations he deems useful.

The regularisation of his situation at the meeting cannot be considered by the meeting as likely to avoid exclusion.

The aforementioned associate member does not take part in the vote of the General Meeting.

The excluded associate member shall waive the admission fees and contributions paid by him, which shall remain the property of the Grouping. He has no right to provisions, depreciation and reserves.

Article 12 - Administration of the Grouping

12.1 - Composition of the Board of Directors

The Grouping is administered by a Board of Directors composed of at least 3 associate members and no more than 5 associate members, chosen from among the associate members of the Grouping and appointed by the Ordinary General Meeting.

Any associate member appointed as director shall designate a permanent representative who shall incur the same civil and criminal liability as if he were a director in his own name. The term of office of the appointed permanent representative shall be equal to the term of office of the latter.

In the event of the resignation of one or more directors, the Board, acting unanimously, may provisionally replace the resigning director(s) by co-optation.

This designation is made for the remainder of the term of office of the director replaced and subject to ratification by the next General Meeting.

In the absence of ratification, the deliberations and actions taken by the Board since these appointments shall remain valid.

Except in the event of resignation or revocation, the term of office of directors shall last three years.

For this purpose, each year shall be defined as the period between two consecutive annual general meetings.

The associate members forming the first Board shall exercise their functions until the General Meeting which shall decide on the accounts for the third financial year.

Any outgoing director is re-eligible.

The directors shall serve without remuneration. They shall be entitled to reimbursement of their travel and representation expenses.

The director(s) and the permanent representative of the legal entity appointed as director(s) shall be liable individually or jointly and severally to the grouping or to third parties for breaches of the legal and regulatory provisions applicable to groupings, for violations of the grouping's statutes and for their management faults, under the conditions provided for in Article L 251-11 of the French Commercial Code.

Each director may be dismissed at will; his dismissal shall be decided by the general meeting of the associate members of the Grouping, which shall provide for his replacement as appropriate.

Since the decision to revoke is taken ad nutum by the General Meeting, it is not subject to appeal and may under no circumstances lead to the Grouping being liable to pay any compensation for damages.

The vote and person of the Director whose removal is intended shall not be taken into account for the calculation of the quorum and majority at the meeting which will decide on such revocation.

At the same meeting he may not take part in the vote, nor consent or accept any delegation.

In addition to cases of resignation or revocation, the functions of directors shall cease with their receivership or liquidation by court order, the prohibition pronounced against them from managing, directing, administering or controlling any enterprise or company whatsoever or any non-commercial legal entity under private law.

In order to establish that one of these cases of termination of functions has occurred, all powers are now granted to the Board of Directors as well as to carry out all related formalities and publicity.

12.2 - Appointment of Directors

Are appointed directors of the Grouping at the Ordinary General Meeting of June 8th, 2017 for a term of three years expiring at the Ordinary General Meeting called to approve the financial statements for the fiscal year ending December 31st, 2019:

The Company DIAGNOSTICA STAGO

Simplified Joint Stock Company with a capital of 7,509,445 euros, having its registered office at 3, allée Thérèse - 92600 ASNIERES SUR SEINE, registered in the Trade and Companies Register of PONTOISE under the number B 305 151 409 by Mr Pierrick Ollivier

The Company ABBOTT France

Simplified Limited Company with a capital of 16,485,203 euros, having its registered office at 3 Place Gustave Eiffel - Bâtiment Florence 94518 RUNGIS CEDEX, registered in the Trade and Companies Register of CRETEIL under the number B 602 950 206, represented by Mr Jocelyn De Giovanni

The Company BIOMERIEUX

Limited Company with a capital of 12,029,370 euros, having its registered office at Chemin de L'Orme - 69280 MARCY L'ETOILE, registered in the Trade and Companies Register of Lyon under the number B 673 620 399, represented by Mr Antoine Bloch

The Company BIORAD France

The Company BIORAD France (by resolution of the general meeting of July 9th, 2008)
Simplified Limited Company with a capital of 50,000,000 Euros, having its registered office at 3 boulevard Raymond Poincaré - 92430 MARNES LA COQUETTE, registered in the Trade and Companies Register of NANTERRE under the number B 449 990 712, represented by Mr Hervé Asselin

The Company SIEMENS HEALTHCARE (by resolution of the General Meeting of December 20th, 2005)

Simplified Joint Stock Company with a capital of 16,594,000 euros, having its registered office at 40 Avenue des Fruitières 93527 SAINT DENIS, registered in the Trade and Companies Register of NANTERRE under the number B 810 794 800, represented by Mrs Anne-Laure Dancre

12.3 - Functioning of the Board of Directors

The President of the Board of Directors is chosen among the associate members of the Board for a duration that may not exceed that of his term of office as director, and is assisted by a secretary appointed on the same occasion, who may not be a director.

The President of the Board of Directors presides over the meetings. In his absence, the associate members present shall appoint a president for the session.

In agreement with the President, the Secretary shall establish the minutes of the Board's deliberations.

The Board of Directors shall meet when convened by simple letter from its President or two of its associate members, as often as the interests of the Grouping require and at least once every semester.

The agenda shall be adopted by the author(s) of the notice of meeting.

Any director may give, even by letter, fax or e-mail, power to one of his colleagues to represent him at a board meeting, but each director may only be invested with one mandate.

The effective presence of half of the directors is necessary for the validity of the deliberations.

Decisions are adopted by a majority of the votes of the associate members present or represented, each director present or represented holding one vote; in the event of a tie, the president holds the decisive vote.

The deliberations of the Board are recorded in minutes entered in a special register and signed by the president of the session and the secretary.

Copies or extracts of these minutes are validly certified by one of the directors who attended the session.

12.4 - Board of Directors' Powers

The Board of Directors is vested with the broadest powers to implement, on behalf of the Grouping, the resolutions adopted by the General Meeting and, more generally, to act on behalf of the Grouping. The Board shall exercise them within the limits of the Grouping's purpose, subject to the powers conferred by law and this contract at General Meetings and within the framework of the resolutions adopted by those Meetings.

12.5 - President's and Director's Powers

The President of the Board of Directors shall be responsible for the Grouping's general management. He shall represent the Grouping in its relations with its associate members and with third parties.

He shall be vested with the broadest powers to act in all circumstances on behalf of the Grouping. He shall exercise them within the limits of the Grouping's purpose, subject to those assigned by law and to the resolutions of the General Meeting at the Board of Directors and within the framework of the decisions adopted by those bodies.

He shall grant the delegations of powers necessary for the execution of the decisions taken by him.

The Board of Directors may also confer to one of its associate members such special powers as it deems appropriate to confer.

As an internal provision, apart from the delegations referred to above, no director is vested with any power of his own to bind the Grouping.

Each director expressly refrains, both individually and collectively, from committing the Grouping beyond the amount of the fund made up of all the entry fees paid by the associate members, except with the prior and express approval of the Extraordinary General Meeting.

Should a director exceed the limits of his term of office, his personal liability would be incurred vis-à-vis the Grouping and the other associate members, notwithstanding the implementation of any revocation procedure.

Article 13 - Agreements between the Grouping and one of its Directors

Any agreement entered into, directly or indirectly, or through an intermediary, between the Grouping and one of its Directors, must be subject to the prior authorisation of the Board of Directors.

Are also subject to the prior authorisation of the Board of Directors, agreements between the Grouping and any company in which one of the Directors of the Grouping is the owner, shareholder, partner with unlimited liability, manager, director, associate member of the Supervisory Board or, in general, a director of that company.

The Director concerned shall not take part in the vote.

Article 14 - Management control

Control of the Grouping's management by the Board of Directors is carried out by one or more physical persons, known as "management controllers", who may not be employees or directors of the Grouping.

The management controller(s) shall be appointed by the Ordinary General Meeting and chosen from among its associate members or outside them. The General Meeting that appoints the Management Controller(s) determines the duration of their term of office, at least equal to three financial years, and sets the amount of their remuneration.

Are appointed management controllers at the Ordinary General Meeting of June 11th 2020, for a period of 3 financial years expiring at the Ordinary General Meeting called to approve the financial statements for the financial year ending December 31st, 2022, Mr. Jean-Baptiste Coulaud

Are appointed management controllers at the Ordinary General Meeting of Mars 25th 2021, for a period of 3 financial years expiring at the Ordinary General Meeting called to approve the financial statements for the financial year ending December 31st, 2023, Mrs. Irma Forest.

Each of the management controllers may be dismissed ad nutum by the general meeting of the associated members.

Each of the management controllers shall be informed of the management acts performed by the Board of Directors.

However, the Management Controller may in no way interfere in the management of the grouping or in the functions of director.

Every six months, the Management Controller must receive a detailed report established by the Board of Directors on the Grouping's progress of business and its situation.

The Management Controller shall be called to the annual ordinary general meeting at least 30 days before the date of the meeting.

In order to enable the management controller(s) to certify the accounts and prepare his (their) report(s) within the set deadlines, the accounts for the past financial year and the draft report of the Board of Directors shall be sent to him (them) at least 45 days and 30 days respectively before the date of the ordinary general meeting.

Having taken note of the documents set out above, the management controller(s) must establish a written report in which they analyse and criticise the management carried out by the Board of Directors during the past financial year.

The report of the management controller(s) is read by him or one of them, before the votes are cast, at the annual general meeting called to approve the financial statements for the past financial year. It shall be made available to associate members, who may obtain a copy at the Grouping's registered office, at least 15 days before the date of the meeting.

During the course of the financial year, the Management Controller shall make any observations which he considers useful to the Board of Directors and through such channels as he shall determine.

At any time of the year, the Management Controller may convene the General Meeting of the Grouping's associate members on an agenda which he shall determine.

The management controller shall be liable, both to third parties and to the grouping, for the harmful consequences of any errors and omissions committed by him in the performance of his duties.

He shall be bound by professional secrecy with regard to facts, acts and information of which he may have had knowledge by reason of his duties.

Article 15 - Audit of accounts

The audit of the accounts shall be carried out by one or more persons, whether natural or legal entities, who may not be employees, directors or associate members of the Grouping and who shall be known as the 'auditor'.

The auditor is appointed by the ordinary general meeting, which determines the duration of his duties and sets his remuneration.

Is appointed as Auditor at the Ordinary General Meeting of June 11th, 2020 for a term of three financial years and expiring at the Ordinary General Meeting called to approve the financial statements for the financial year ending December 31st, 2022 :

The firm CEGEC (COMPAGNIE EUROPEENNE DE GESTION ET D'EXPERTISE COMPTABLE) located at 27/29 rue des Poissonniers 92522 NEUILLY SUR SEINE CEDEX, registration in the Trade and Companies Register (RCS) of NANTERRE under number 702 043 605

It may be revoked by the general meeting ad nutum.

The auditor shall have the broadest powers of investigation for the purpose of auditing the Grouping's accounts and assets, checking the regularity and accuracy of the accounts submitted and the information given to associate members on the Grouping's financial situation.

In this respect, he may, at any time of the year, carry out all checks and controls and obtain on site all documents useful for the accomplishment of his mission, in particular all contracts, books, accounting documents and registers of minutes.

However, the auditor shall in no way interfere in the management of the grouping.

Within three months of the end of each financial year, the auditor, having reviewed the financial statements for the financial year, the documents listed above and the draft report of the Board of Directors at the ordinary general meeting:

- certifies the regularity and sincerity of the inventory and the annual accounts for the past financial year,
- establishes a written report in which he gives an account of the accomplishment of his mission, makes observations, comments on the conditions under which he certifies the regularity and sincerity of the accounts.

This report is read by the auditor or by one of them, before the votes are cast, at the ordinary general meeting called to approve the financial statements for the past financial year.

It shall be available, together with the certified accounts, to the associate members, who may obtain a copy thereof, at the Grouping's registered office 15 days before the date of the meeting.

In order to enable the auditor to certify the accounts and establish his report within the set deadlines, the accounts for the past financial year and the draft report of the Board of Directors shall be sent to him within two months of the end of the said financial year.

Likewise, the auditor(s) shall be called to the annual general meeting 30 days before the date of the meeting.

The auditor shall make any observations which he considers useful to the Board of Directors.

The auditor may at any time convene the general meeting of the Grouping's associate members on an agenda which he shall determine.

He shall be subject to the same professional secrecy and shall incur the same liability as the management controller.

Article 16 - Collective decisions of the associate members of the Grouping

16.1 - General Meetings - Convocation - Conduct

The associate members of the Grouping meet in a General Meeting, which is called an Extraordinary Meeting when it is necessary to modify the provisions of the Grouping contract, to decide on the exclusion of associate members, and which is referred to as an Ordinary Meeting in all other cases.

The General Meeting shall be convened by the Board of Directors, either (i) on its own initiative, or (ii) at the request of at least one quarter of the number of associate members of the Grouping; it may also be convened (iii) by the Management Controller or by the Auditor when they deem it necessary, or (iv) in case of urgency, by a representative appointed by a court of law through the procedure of interim relief at the request of at least one quarter of the associate members of the Grouping.

In the event of liquidation, it shall be convened by the liquidator(s).

Convening notices shall be sent by registered letter or by electronic message with acknowledgment of receipt, addressed to each associate member of the Grouping, at least fifteen days before the date of the Meeting. (by resolution of the General Meeting of June 11th, 2020)

The convening notice must mention the agenda of the Meeting. Must be attached all documents necessary for the information of the associate members, in particular in the case of the General Meeting which has to adjudicate on the annual accounts, the report of the Board of Directors, the reports of the management controller and the auditor, as well as the annual accounts (balance sheet, profit and loss account and appendix).

The agenda shall be drawn up by the convenor.

All associate members of the Grouping participate in the Meeting. An associate member of the Grouping may give power of attorney to another associate member to represent him at the General Meeting.

The General Meeting shall be presided over by the President of the Board of Directors or, failing that, by the oldest director present.

If the convocation has not been made by the Board of Directors, the Meeting shall be presided over by that of the Management Controller, the Auditor, the legal representative or the liquidator who made the convocation.

The associate members of the Grouping shall appoint a session secretary.

Each associate member of the General Meeting shall have one vote for himself and as many votes as he represents other associate members.

Deliberations shall be recorded in minutes, entered in a special register and signed by the President of the session and the secretary.

Copies or extracts of these minutes are validly certified by the President of the Board of Directors.

16.2 - Ordinary General Meeting

The Ordinary General Meeting shall only deliberate validly if at least half of the associate members of the Grouping are present.

Its decisions shall be adopted by a majority of the votes cast.

The Ordinary General Meeting

- shall decide on the admission of any new associate member,
- shall decide on the exclusion of any associate member,
- shall consider the report of the Board of Directors, the reports of the Management Controller and the Auditor
- discusses, approves or adjusts the accounts, notes the appropriation of the results by each of the associate members and fixes the amount of the sums to be paid back in current account.
- appoints and revokes the directors, the Management Controller and the Auditor
- defines the admission fee and the annual contribution of associate members (by resolution of the Extraordinary General Meeting of January 27th, 2004)
- and deliberates on all proposed resolutions on the agenda that do not fall within the remit of the Extraordinary General Meeting.

The General Meeting called to approve the financial statements for a financial year must be held within six months of the end of that financial year.

16.3 - Extraordinary General Meeting

The Extraordinary General Meeting can only deliberate validly if at least half of the associate members of the Grouping are present.

Its decisions are taken by a majority of three-quarters of the votes held by the associate members of the Grouping.

The Extraordinary General Meeting may:

- amend the Grouping contract and/or the internal regulations in all their provisions with the exception of the definition of the amount of the entry fee and the annual contribution, transfer the Grouping's registered office, extend or reduce the duration of the Grouping or wind it up prematurely.
- decide on the issue, and fix their terms and conditions, of all loans other than debenture loans from third parties, within the limit of the amount of the fund made up of all the entry fees paid by the associate members, any excess of this amount requiring the unanimous agreement of the associate members.
- decide to give the grouping's endorsement or guarantee, within the limit of the amount of the fund made up of all the entry fees paid by the associate members, any excess of this amount requiring the unanimous agreement of the associate members.

The Extraordinary General Meeting is competent to decide on the transformation of the Grouping into a European Economic Interest Grouping.

The transformation of the Grouping into a European Economic Interest Grouping shall not give rise to dissolution or the creation of a new legal entity.

However, the Extraordinary General Meeting may not, except by unanimity:

- change the nationality of the Grouping
- increase the contributions of all or part of its associate members.

Article 17 - Financial year

The Grouping's financial year shall begin on January 1st and end on December 31st of each year.

Exceptionally, the first financial year will begin on the day of registration of the grouping in the Trade and Companies Register and end on December 31st, 2002.

Article 18 - Corporate accounts

The Grouping's operations shall be the subject of an accounting procedure which shall be conducted in accordance with the laws and customs of the trade.

Every year, at the end of the financial year, an inventory and annual accounts shall be established, which shall be communicated to the management controller, the auditor and the associate members of the Grouping in accordance with the conditions set out above.

If, at the end of a financial year, the grouping has a number of employees at least equal to three hundred or a turnover excluding taxes at least equal to one hundred and twenty million francs (18,293,882.07 euros), the management documents provided for in Article L 251-13 of the French Commercial Code shall also be established.

Article 19 - Dissolution of the GIE

The grouping is wound up by:

- by the achievement or extinction of the corporate purpose
- by the end of the term,
- by decision of its associate members adopted by the Extraordinary General Meeting,
- by court order for legitimate motives,
- in the event that, for any reason whatsoever, the Grouping should become composed of only one associate member.

On the other hand, the dissolution, reorganisation or judicial liquidation of one of the associate members of the Grouping shall not result in the dissolution of the Grouping, which shall continue to exist among the other associate members.

The same shall apply if one of the associate members is prohibited from directing, managing, administering or controlling a commercial company in any form whatsoever or a non-commercial legal entity governed by private law.

These rules are applicable even where the circumstances set out in the two paragraphs above would affect all but two associate members of the grouping.

Article 20 - Liquidation

The dissolution of the Grouping shall entail its liquidation.

The designation must then be followed by the mention 'Grouping in liquidation' and the name(s) of the liquidator(s).

The powers of the directors shall cease as from the date of the dissolution of the Grouping.

Nevertheless, the personality of the latter shall subsist for the purposes of its liquidation.

One or more liquidators, appointed by the General Meeting that pronounced the dissolution or by court decision, shall be responsible for carrying out the liquidation.

The liquidator(s) shall have the widest powers to realise the assets of the grouping, discharge its liabilities and complete all the operations initiated by the grouping.

The terms of the liquidation shall be laid down in the decision appointing the liquidators.

The Management Controller and the Auditor on duty at the time of dissolution shall continue their duties.

At the end of the liquidation operations, the associate members of the Grouping shall meet in a meeting for the purpose of ruling on the accounts, giving discharge to the liquidator(s) and declaring the liquidation closed.

After payment of debts, any surplus assets shall be distributed among the associate members in proportion to the number of shares. In the event of a shortfall in assets, any excess of liabilities shall be borne, in the same proportion, by the associate members of the grouping.

Article 21 - Responsibility

Non-compliance by one of the associate members with any of the obligations resulting for it from this constitutive contract or from the decisions of the General Meeting or the Board of Directors will always be likely to bring into play its responsibility and expose it, if necessary, to an exclusion procedure under the conditions defined in article 11 of this constitutive contract.

Article 22 - Disputes - Conciliation - Attribution of jurisdiction

Any dispute which may arise between the associate members, during the period of the Grouping and its liquidation, relating to matters concerning the Grouping, will be submitted in advance to the Board of Directors of the GIE, possibly excluding the associate members of the Board involved in the dispute.

The Board shall attempt to reconcile the parties within one month from the date of the referral.

It will propose a report with a view to reconciling the views of each of the parties. This report is confidential and may not be used in the event of legal proceedings.

The parties expressly prohibit themselves in advance from using all or part of the information and data that may come to their knowledge during the conciliation proceedings.

In the event of conciliation, the parties undertake to sign a transactional and confidential agreement.

In the event of failure of the conciliation procedure, the dispute will be submitted to the Commercial Court of PARIS to which jurisdiction is expressly attributed.

Article 23 - Commitment made on behalf of the Grouping prior to its registration in the Trade and Companies Register

To the present contract shall be annexed, where appropriate, the statement, fixed on the date of registration of the grouping in the Trade Register, of the acts done on behalf of the grouping being formed and indicating the commitments which the grouping would incur as a result.

It is expressly agreed that the mere signing of this contract shall be tantamount to taking over these commitments which, upon registration of the grouping in the Trade and Companies Register, shall be deemed to have been contracted, from their origin, by the grouping.

By the mere fact of the registration of the grouping in the Trade and Companies Register, the commitments resulting from such deeds shall be retroactively taken over by the grouping ipso jure from the time of their creation.

Article 24 - Filing and registration

For all formalities relating to the formation of the grouping and, in particular, registration, filing and entry in the Trade and Companies Register, full powers shall be given to the bearer of an original or a copy of this contract.

The grouping shall enjoy legal personality from the date of its registration in the Trade and Companies Register.

Paris, February 12th, 2021

The President of the GIE
Pierrick Ollivier