

Settlement Agreement

Executed pursuant to § 1903 et seq. of Act no. 89/2012 Coll., the Civil Code, as amended
(Hereinafter the "Agreement")

Contracting Parties:

Client: **Česká zemědělská univerzita v Praze**
(In English: Czech University of Life Sciences Prague)
Registered seat: Kamýcká 129, 165 00 Prague – Suchdol
Acting through: Ing. Karel Půbal, Ph.D., Bursar
Bankers: Česká spořitelna, a. s.
Account number: 500022222/0800
Business ID: 60460709
VAT ID: CZ60460709
(Hereinafter the "Client") on the one side

And

Contractor: **NOVOGENE (HK) COMPANY LIMITED**
Registered seat: Rm. 19 C, Lockhart Ctr., 301-307 Lockhart Rd., Wan
Chai, Hong Kong, China
Acting through: Guo Huijuan, on the basis of Power of Attorney
Bankers: Citibank N.A., Hong Kong Branch
Account number: 703805888
Business ID: 61112195
VAT ID: 61112195
(Hereinafter the "Seller") on the other side
(Hereinafter also the "Contractor")

Article I

1. On 28 August 2019 the Contracting Parties executed the Contract for Work concerning the public procurement project titled "RNA Library Building (Including r-RNA Depletion), and RNA Sequencing" (hereinafter the "Contract").
2. The Contracting Parties further state that the Client delivered the samples on 1 October 2019, i.e. before the Contract effectiveness date, while the Contract came to force and effect on the date of its publication in the Register of Contracts on 18 October 2019.
3. The Contracting Parties hereby jointly represent that the supply provided between the Contract execution date and its effectiveness date shall be considered contract supply in compliance with all contractual terms and conditions, even though it was provided before the effectiveness date of the Contract itself.

Article II

1. This Agreement shall come to force on the date of its execution by authorised representatives of both Contracting Parties and shall become effective since the date of its publication in the Register of Contracts in compliance with Act no 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of These Contracts and on the Register of Contracts (Act on the Register of Contracts).
2. The Supplier hereby grants its unconditional consent with publication of the full wording hereof for this Agreement to become subject of provided information in the sense of Act no 106/1999 Coll.,

on Free Access to Information, as amended, and consent with publication of the full wording hereof pursuant to Act no 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of These Contracts and on the Register of Contracts (Act on the Register of Contracts), as amended.

3. This Agreement is governed by the relevant provisions of Act no 89/2012 Coll., the Civil Code, as amended, and related applicable legislation.
4. This Agreement is made in four identical counterparts, two for each Contracting Party.
5. The Contracting Parties hereby claim to have acquainted themselves with the content hereof, which they consider to be sufficiently certain and comprehensible, and that they agree with its content in its full scope. The Contracting Parties execute this Agreement on the basis of their genuine and serious free will, in witness whereof they attach autograph signatures of their authorised representatives below.

In Prague, on 04-02-2020

In Hong Kong, on 31st Jan 2020

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Ing. Karel Půbal, Ph.D.

Bursar



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Guo Huijuan

On the basis of Power of Attorney

