

## BGI TECH SOLUTIONS (HONGKONG) CO., LIMITED. SERVICE AGREEMENT

This BGI TECH SOLUTIONS (HONGKONG) CO., LIMITED. SERVICE AGREEMENT (collectively, the “**Agreement**”) is entered into on 25th, March, 2017 (“**Effective Date**”), by and between BGI TECH SOLUTIONS (HONGKONG) CO., LIMITED., a Hong Kong company with its principal place of business at 16 Dai Fu Street, Tai Po Industrial Estate, Tai Po, N.T., Hong Kong (“**Provider**”) and “Charles University, Faculty of Science”, with its registered office located at Albertov 6, 128 43 Prague 2, Czech Republic (“**Customer**”) Provider and Customer are individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

The provision of services hereunder is also subject to the Terms and Conditions of Service attached hereto as **Exhibit A**. The Terms and Conditions, as well as other exhibits and schedules attached hereto (if any), shall be incorporated herein by reference and form an integral part of the Agreement. The Parties agree to be legally bound by this Agreement, including the Terms and Conditions set forth on **Exhibit A**.

### 1. Overview of Service

Customer will provide 5 Tobacco Tissue (plant cell line) samples to Provider for BGISEQ-500 Small RNA sequencing. Provider will generate at least 20 M clean reads per sample, and transfer both clean data and the results of bioinformatics analysis to Customer.

### 2. Samples and Customer Deliverables

#### Sample Requirements

- **Sample Type:** frozen plant (Nicotiana tobaccum) suspension cells
- **Sample Quantity:** 2x 150 mg (FW)

### 3. Provider Deliverables

Provider will analyze and provide the following information upon the successful pass of sample QC.

#### 3.1 Guaranteed at least 20M clean reads per sample

#### 3.2 Data filtering

Remove adaptors contaminants and low quality reads to get clean reads and summarize the length distribution of small RNA.

#### 3.3 Bioinformatics analysis

The detailed bioinformatics analysis service content that Provider could provide is shown in the table 1 below. Provider and Customer have reached a consensus that Provider will only analyze and provide the service tasks that chosen as “YES” for this

“Agreement”. (Please put notice on the note as some tasks have special requirements.).

Table 1 Detailed information of service tasks that Customer has chosen

Analysis Contents (Small RNA)	Select your need (√)	Note
<p><b>Standard Bioinformatics Analysis</b></p>	<p>√Small RNA sequencing standard bioinformatics analysis content.</p> <ol style="list-style-type: none"> <li>1. Statistics of data outputs, remove adaptors contaminants and low quality reads of raw data</li> <li>2. Length distribution of small RNA with insert size of 18-30 nt</li> <li>3. Common and specific sequences analysis (two or more samples)</li> <li>4. Small RNA distribution across the genome of concern (reference genome is required for the analysis)</li> <li>5. Alignment of small RNAs to rRNAs, tRNAs, snRNAs and snoRNAs</li> <li>6. Alignment of small RNAs to repeat sequences (repeat annotation information of the reference genome should be provided)</li> <li>7. Alignment of small RNAs to exons and introns (gene annotation information of the reference genome should be provided)</li> <li>8. Alignment of small RNA to the known miRNAs in the miRBase database (the known miRNAs should be specified, e.g. known miRNAs from a given species, or otherwise all miRNAs from plants or animals, or known miRNAs from all species)</li> <li>9. Construction of known miRNAs expression pattern</li> <li>10. Annotation of small RNAs into several categories based on priority</li> <li>11. Prediction of novel miRNAs and their secondary structures by Mireap or mirdeep from unannotated small RNAs.</li> <li>12. Known miRNAs family analysis (Latin name of the species should be provided, only for species in mirbase)</li> </ol>	<p><b>Item 4,12:</b> if more than one reference genome are needed, additional fee will be charged.</p>

<p><b>Advanced Bioinformatics Analysis</b></p>	<p><input type="checkbox"/> 13. Target genes prediction of known miRNA and novel miRNA</p> <p><input type="checkbox"/> 14. Known miRNA and novel miRNA target genes GO annotation and KEGG pathway analysis.</p> <p><input type="checkbox"/> 15. Base editing analysis of known miRNA (only for species in mirbase).</p> <p><input type="checkbox"/> 16. Differential expression analysis of known miRNA (two or more samples should be provided) and cluster analysis (three or more samples should be provided).</p> <p><input type="checkbox"/> 17 Differential expression analysis of novel miRNA (two or more samples should be provided) and cluster analysis (three or more samples should be provided)</p> <p><input type="checkbox"/> 18. Target genes prediction of differentially expressed miRNA (the sequence of coding genes should be provided, two or more samples should be provided)</p> <p><input type="checkbox"/> 19. Analysis of differentially expressed miRNA target genes, GO annotation and KEGG pathway (two or more samples should be provided)</p>	
<p><b>Optional analysis</b></p>	<p><input type="checkbox"/> 20. snoRNA annotation (optional analysis, only available for Human and Plant);</p> <p><input type="checkbox"/> 21. piRNA annotation (optional analysis, only available for Human, Mouse, Rat, Zebrafish, Platypus and a fruit fly, Drosophila);</p> <p><input type="checkbox"/> 22. mir2disease annotation (optional analysis, only available for Human)</p>	
<p><b>Personalized Analysis</b></p>	<p>Small RNAs distribution across two reference sequences (6 kbp each) introduced as transgenes, their sequence will be provided)</p>	

**3.4 Data delivery**

Data delivery will be through Provider's FTP site (amount of data <50G) or hard disk (amount of data >50G). If Customer needs the final data provided through a hard disk,



extra cost should be paid by Customer.

### 3.5 Turnaround time of the service

About 30 workdays to finish all sequencing and standard bioinformatics analysis. Extra work days shall be given to any personalized procedures required.

### 4 Logistics assistance service

4.1 Customer assumes the logistics cost. Customer is free to choose the logistics service provider. If Customer chooses the logistics service provider cooperating with Provider, Customer shall be entitled to: settle the logistics cost according to the preferential price enjoyed by Provider; Provider should pay the logistics cost for Customer in advance.

Provider does not recommend Customer any logistics service provider. All the information provided by Provider is just for the reference purpose. Customer does not assume any guarantee or joint liability for any service provided by logistics service provider. Before choosing the logistics service provider, Customer should understand all the risks and liabilities, and make any decision cautiously.

4.2 Customer should sign the logistics contract with any of the chosen logistics service provider, and assume all the legal liabilities under the contract.

4.3 Customer is responsible for all the matters in the transportation process, including but not limited to insurance, approval procedures and customs clearance. Provider is not liable for any liabilities hereof.

4.4 Customer promises and warrants the shipment sent complies with all laws and regulations of the dispatching area, receiving area or any other area involved in the shipment, and assumes all liabilities hereof.

4.5 Please tick:

Customer chooses its own logistics service provider

Customer chooses the logistics service provider cooperating with Provider

Provider pays the logistics cost. Provider does not make advanced logistics payment, unless Customer chooses the logistics service provider cooperating with Provider.

4.6 Customer repays Provider, according to Article 5, the logistics cost which Provider pays in advance.

### 5 Service Fees

5.1 Customer shall pay the following fees (the "Service Fees") to Provider for the Services:

Service		Unit Cost [USD]	Sample Number	Total Cost
5 small RNA sequencing on BGI-seq500	Library Construction			
	Sequencing (BGI- seq500, SE50)			

	Standard Bioinformatics Analysis			
Cost of tissue extraction				
Cost of hard disk				
Total cost of this project		2000		

5.2 The total Service Fees shall be paid by Customer to Provider to the account of Provider as specified in Section 5.3 (or such other account designated by Provider from time to time in writing) Full payment shall become payable and due as following:

- (a) Full payment in the amount of USD 2000 shall be paid upon the signing of this Agreement.  
 (b) All payments set forth on an invoice shall be due within 30 days following the date of such invoice.

5.3 All data and bioinformatics results (if any) will be transferred via any of approaches listed below.

5.3.1 If the data size is less than 50Gb, please select the two transferred approaches following:

- a) FTP provided by BGI TECH SOLUTIONS (HONGKONG) CO., LIMITED (It is free of charge).  
 b) Hard disk provided by BGI TECH SOLUTIONS (HONGKONG) CO., LIMITED . Please apply to the provisions in Section 5.3.2 .

5.3.2 If the data size is more than 50Gb, BGI TECH SOLUTIONS (HONGKONG) CO., LIMITED will transferred all the data and bioinformatics results via hard disk

- data size is not expected to exceed 50Gb

- a) Please select the format of hard disk:

Format of Hard Disk	<input type="checkbox"/> NTFS/Windows 系统
	<input type="checkbox"/> EXT3/Linux/Unix 系统

- b) Please select the size of hard disk:

Options	Size of Hard Disk	Price ( including the post fee )
	500G	
	1T	
	2T	
	Hard Disk provided by Customer	0

- c) Please provide the shipping address:

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**Notes:** Customer shall inform BGI TECH SOLUTIONS (HONGKONG) CO., LIMITED timely if it wants to change the shipping address, if not, BGI TECH SOLUTIONS (HONGKONG) CO., LIMITED will ship according to the original address.

**5.4 BGI TECH SOLUTIONS (HONGKONG) CO., LIMITED Account details:**

16 Dai Fu Street, Tai Po Industrial Estate, Tai Po, N.T., Hong Kong.

Tel:

Fax:

Swift Code: HSBCHKHKKH

Address: HSBC Hong Kong, 1 Queen's Road Central, Hong Kong

Account No.:

Account Name: BGI TECH SOLUTIONS (HONGKONG) CO., LIMITED

**6 Samples**

6.1 Customer affirms, that the biology samples provided to Provider comply with obligations and norms set by international and national laws and ethical policies (including but not limited to human, other animals, plants, and microbiology); that the collection of blood and other samples from a human has been obtained after the subject has provided Informed Consent (including but not limited to being in written form or other forms approved by an institutional ethics board).

6.2 Customer affirms, that their research has been approved by its institutional ethics board and is in compliance with international and national laws and ethical policies. Customer will also provide Provider with a blank copy of the Informed Consent Form used for Provider to file with all agreements. Should Customer not have its own institutional ethics board, Customer agrees to submit the research proposal to BGI's institutional ethics board and authorizes Providers institutional ethics board to carry out the proper review.

6.3 Customer shall login <http://www.bgisample.com/index.aspx> to fill out all required fields and submit the sample information. A hard copy of the complete sample information sheet, as a exhibit of this Agreement, must accompany your Samples in the delivery. Customer shall be responsible for any delay of the Project and the pre-experimental sample test if the sample information sheet is incomplete, false, or delayed in delivery.

6.4 After receiving the Samples, Provider shall examine the amount and quality of such Samples. If, based on such examination, Provider determines that Customer has failed to provide sufficient amount of Samples for Provider to perform the Services, or that the Samples do not meet Provider's then-current sample quality control criteria, Provider shall notify Customer and Customer shall deliver to Provider additional Samples or replace the Samples at its own costs.



6.5 As to any Samples left after completion of the Project, Customer shall elect one of the following ways to handle the remaining Samples:

- (1) Ship the remaining Samples back to Customer at the costs of Customer;
- (2)  Destroy the remaining Samples; or
- (3) Store the Samples for Customer for up to [\_0.5\_ years] at the costs of Customer at the then-current list prices of Provider; in which case, Provider will not guarantee the quality of the Samples, although it will follow the standard practice in storing the Samples.

**Customer shall notify Provider in writing of its decision to choose one of the options listed above within 3 months after the completion of the Project;** provided that in the event that Customer fails to notify Provider in writing of its choice, Provider shall have the right to destroy the Samples without Customer's prior consent .



IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals by their duly authorized representatives as of the Effective Date.

**SIGNED** for and on behalf of  
Charles University Faculty of Science

**SIGNED** for and on behalf of  
BGI TECH SOLUTIONS (HONGKONG)  
CO., LIMITED

Name: Prof. RNDr. Jiří Zima, CSc. \_\_\_\_\_

Name: Zhiyuan Lu

Title/position: dean

Title: senior regional sales manager

10-05-2017

Signature: \_\_\_\_\_

Signature

Address:

Albertov 6, Praha 2, CZ12843, Czech Republic \_\_\_\_\_

Address: Beishan ind. Area  
Xantian District, Shenzhen  
China

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

UNIVERZITA KARLOVA  
PŘÍRODOVĚDECKÁ FAKULTA  
Albertov 6, 128 43 Praha 2  
IČO: 00216208, DIČ: CZ00216208  
UK - 2



## EXHIBIT A

## BGI TECH SOLUTIONS (HONGKONG) CO., LIMITED. TERMS AND CONDITIONS OF SERVICES

These Terms and Conditions of Services (these "Terms and Conditions") apply to the provision of Services and Deliverables set forth on the cover page of this Agreement ("Cover Page") signed by Provider and Customer. Provider does not accept, expressly or impliedly, and Provider hereby rejects, any additional or different terms or conditions that Customer may present, including but not limited to, any terms or conditions contained or referenced to in any order, acceptance, acknowledgment, or other document, or established by trade usage or prior course of dealing, unless Provider expressly and unambiguously agrees to such terms and conditions in a duly signed writing.

## 1. DEFINITIONS.

Unless the context otherwise requires, capitalized terms used in this Agreement shall have the following meanings:

1.1 "Agreement" means the BGI TECH SOLUTIONS (HONGKONG) CO., LIMITED. Service Agreement signed by and between Provider and Customer, including these Terms and Conditions, as well as other exhibits and schedules attached thereto (if any), which are incorporated thereto by reference and form an integral part thereof.

1.2 "Intellectual Property" means patents, patent applications, inventions, ideas, data, analysis, results, concepts, discoveries, models, design information, material preparations, apparatus, compositions of matter, methods or processes, know-how, trade secrets, technical information, copyrights (including, without limitation, software, firmware, algorithms, computer programs, and multi-media works), and other intellectual, proprietary or industrial property (whether registered, unregistered or pending).

## 2. SAMPLES.

2.1 All Samples must be delivered by Customer to the site designated by Provider no later than fifteen (15) days after execution of the Agreement, unless extended by mutual written consent of Provider and Customer.

2.2 Customer represents and warrants that (a) it owns or has the right to provide the Samples to Provider for use in connection with the Project, and such delivery and use will not violate any obligation that Customer owes to any person or entity; (b) it has secured all approvals, licenses, permits and registrations that are required to deliver the Samples to Provider for use in connection with the Project, and (c) Provider's use of the Samples for the Project will not infringe any Intellectual Property or other propriety rights of any third party, or violate any legal or ethical requirements. In the event of any breach of any of the foregoing representations and warranties, Customer shall indemnify and hold harmless Provider and its affiliates, and their respective directors, officers, employees, representatives, licensors and agents (collectively, "Provider Indemnitees") from and against any losses, costs, damages, liabilities or claims of any kind relating to or resulting from such breach.

2.3 Customer shall strictly follow Provider's instructions for shipping and handling the Samples. Customer shall

ensure that at the time when it is delivered to Provider, each Sample shall meet the applicable sample quality control criteria established by Provider. Provider reserves the right to change the sample quality control criteria from time to time; provided that Provider shall promptly provide Customer with written notification of any such changes.

2.4 Provider shall not be required to start performing any Services or carry out any activities under the Project if Customer fails to deliver sufficient amount of Samples that conform to the applicable sample quality control criteria for the Project, or the completed sample information sheet in accordance with this Agreement; nor shall Provider be liable to Customer for any delay in completing the Services and/or the Project arising from or caused by such failure.

2.5 For clarity, nothing contained in the Agreement or these Terms and Conditions shall prohibit or restrict Provider from conducting sequencing activities on its own samples or samples provided by any third party that are the same as or similar to the Samples as long as Provider does not use the Samples in conducting such sequencing activities for itself or the third party.

## 3. DELIVERABLES.

3.1 Upon completion of the Services, Provider shall provide to Customer a report containing the information specified in Section 1 of the Cover Page, as well as such other information as the Parties may mutually agree in writing (collectively, the "Deliverables"). **If Customer receives the concluding reports with no feedback within a month, it shall be deemed as this project delivery result satisfied to Customer.**

Provider will provide all the Deliverables through a secured website or server to Customer. If Customer requires the Deliverables be delivered in the form of a hard disk, extra cost as indicated in the Cover Page will be charged to Customer. In the event of the Data delivery will violate any applicable law in sample-collected country and in China or any problems occurred during the Data delivery as a result of the illegal collection of samples, Customer will be responsible for all legal liabilities and any consequences involved. Provider will not be liable for any responsibility and obligation.

3.2 With respect to any given Sample, Provider shall be



deemed to have completed the Services for such Sample upon its delivery of the applicable Deliverables therefor, and Provider shall have no obligation to perform any further Services on such Sample after the applicable Deliverables have been delivered to the Customer.

3.3 After the Services for all Samples are completed and all of the Deliverables therefor are delivered to Customer, the Project shall be deemed completed, and Provider shall answer Customer's queries by phone or email regarding the Deliverables during normal business hours for six months after the date of delivery, and keep all the data generated in the Project only for three months after the completion date, in each case, free of charge. Provider shall destroy the data at the end of the three months period. If Customer desires storage of the data beyond the three months period, it shall notify Provider of such request at least 7 days before the end of the three months period in writing, and sign a supplemental agreement setting forth the fees, amount and timeframe for the data storage service. If the Parties fail to sign such a supplemental agreement prior to the end of the three months period, Provider shall have the right to destroy the data without further Customer's prior written consent.

4. SERVICE FEES. Fees for the Services provided hereunder are specified in Section 4 of the Cover Page, and are valid solely for the Project during the period set forth therein. Unless otherwise specified in the Cover Page, prices are for the specific quantity stated and do not include taxes or charges for transportation, insurance, special packaging, or marking.

#### 5. PAYMENT TERMS.

5.1 Customer shall identify and provide contact information for individual(s) to whom invoices should be sent in the Cover Page. The invoices shall be deemed received by Customer (a) if sent by personal delivery, on the date of personal delivery; (b) if sent by post, on the seventh (7th) day after the date mailed (as indicated by the postmark) by registered airmail, postage prepaid, or the third day after delivery to EMS or any other internationally recognized courier service, or (c) if sent by facsimile shall be deemed effectively given upon receipt by the sender of a confirmed transmittal receipt.

5.2 Customer agrees to pay the entire amount of each invoice issued by Provider without offset or deduction. Unless specified otherwise in the Cover Page, payment terms are net thirty (30) days from date of invoice.

5.3 If payment is not received by the due date, interest shall accrue on all unpaid amounts at the rate of 1.5% per month or the maximum legally permitted rate, whichever is higher.

5.4 All payments made by Customer to Provider shall be made in USD via wire transfer to a bank account specified in the Cover Page or otherwise designated by Provider from time to time in writing.

5.5 In the event that Customer fails to make any payment that becomes due and payable by the applicable due date, Provider shall not be required to provide any further Services under this Agreement until such payment is made in full, nor shall Provider be liable to Customer for any delay in completing the Services and/or the Project arising from or caused by such failure.

6. TRANSFORM TERMS. The parties confirm that the transfer application must be made in writing and must be signed by Customer. If Customer fails to submit in written form within ten (10) working days after its application, it will be considered as Customer's acceptance of Provider's transform mode. And the Provider has the right to dispose the transfer in a reasonable way.

7. TAXES. Customer shall be responsible for the payment of any and all sales, use, and excise taxes and all other taxes and, if any, charges other than income taxes, assessed in connection with the Services or this Agreement.

#### 8. OWNERSHIP.

8.1 Subject to the terms and conditions of this Agreement (including Customer's compliance with the payment obligations), all Deliverables to be delivered by Provider to Customer hereunder shall be exclusively owned by Customer; provided that ownership in the Deliverables shall revert in its entirety to Provider if Customer fails to make any payment that becomes due and payable at the applicable due date, which failure remains uncured after [\_50\_ days] from such due date. [Customer hereby agrees to grant to Provider a worldwide, perpetual, fully paid-up, royalty-free and non-exclusive right and license to use the Deliverables for any purpose.]

8.2 Notwithstanding anything to the contrary, as between the Parties, Provider shall be the exclusive owner of any and all technologies, methods, data, analysis, materials, proprietary information or any other Intellectual Property (i) owned, controlled or used by Provider or any of its affiliates prior to the Effective Date, (ii) acquired or developed by, for or on behalf of Provider at any time independently of Services provided hereunder, and/or (iii) developed in performing the Services under this Agreement which are not Deliverables, including in each case, any and all improvements, enhancements, updates, alterations, modifications, derivations or changes thereto (collectively, the "Provider Property"), and shall be free to make, have made, use, sell, or modify, alter, adapt, publish or distribute, and/or otherwise exploit such Provider Property for any purpose whatsoever.

8.3 Customer acknowledges and agrees to take all appropriate steps reasonably requested by Provider to secure for Provider all rights and benefits in and to any Provider Property, to protect Provider's rights in Provider Property and to appoint Provider as Customer's attorney-in-fact to enable Provider to record, file and prosecute any application for, and acquire, maintain and enforce, any Intellectual Property rights and any other



Agreement No. F17FTSEUHT0014  
fails to make any payment for any  
the applicable due date  
provide any further  
payment is made  
arising



is in the Provider Property throughout the world in all languages and in all media and forms of expression and communication now or later developed.

9. **INDEMNITY.** Customer agrees to indemnify, defend and hold harmless Provider Indemnitees from and against any and all losses, expenses (including reasonable legal counsel fees and expenses), costs, liabilities, or damages (the "Losses") to which any Provider Indemnitee may become subject as a result of any claim, demand, action or other proceeding by any third party arising out of (i) any claim of infringement of the ownership, intellectual property rights or any other rights of a third party arising from or relating to the Samples, (ii) any breach by Customer of any representation, warranty, covenant, agreement, or obligation hereunder, or (iii) Customer's use of the Deliverables or any data or information contained therein, including without limitation, Customer's use of the data or the information contained therein to research, develop, or commercialize products. Notwithstanding the foregoing, Customer shall not have any indemnification obligations to the extent any Loss arises out of the gross negligence or willful misconduct of Provider in performance of the Services.

10. **PUBLICITY.** Customer agrees that Provider may publicly identify Customer as a Customer.

11. **CONFIDENTIALITY.**

11.1 "Confidential Information" shall mean any and all confidential or proprietary information in tangible form that either Party (the "Receiving Party") may receive from the other Party (the "Disclosing Party") or otherwise acquire under this Agreement, including but not limited to information regarding the businesses, markets, strategies, service prices, budget, technologies, products, facilities, processes, designs, specifications, requirements, inventions, ideas, trade secrets, know-how, and other confidential or proprietary business, technical and financial information of the Disclosing Party.

11.2 The Receiving Party shall use its commercially reasonable efforts to maintain the confidentiality of the Confidential Information of the Disclosing Party and shall not disclose such information to any third party or use it for any purpose other than for performing its obligations hereunder or otherwise expressly permitted herein. Notwithstanding the foregoing, a Receiving Party may disclose the Confidential Information of a Disclosing Party to its employees, officers, directors, agents, consultants, or advisors in order to perform the Receiving Party's obligations or engage in activities contemplated hereunder; provided that such disclosure is made on a need-to-know basis and the receiving parties are bound by confidentiality obligations.

11.3 The obligations imposed upon the Receiving Party

under Section 11.2 shall not apply to any information which: (a) was already known to the Receiving Party prior to the disclosure; (b) is or becomes publicly known through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party with no obligation of confidentiality; (d) is developed independently by the Receiving Party without the use of or reference to the Disclosing Party's Confidential Information; (e) is approved for release by prior written consent of the Disclosing Party; or (f) is required to be disclosed by any applicable law or regulation or any order of a court of competent jurisdiction or governmental agencies, provided however, that prior to such disclosure the Receiving Party shall inform the Disclosing Party sufficiently in advance to provide the Disclosing Party an opportunity to take necessary protective measures to prevent or limit the disclosure of such Confidential Information.

11.4 The obligations set forth in Section 11 shall remain in effect during the term of this Agreement and for five (5) year following the expiration or early termination of this Agreement.

12. **CHANGES.** Provider reserves the right to change the methodologies used in performing the Services.

13. **ASSIGNMENT.** Customer shall not be permitted to assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the Provider. Any assignment or attempted assignment in violation of this Section 13 shall be null and void and of no legal effect. Provider may assign this Agreement and/or its rights or delegate its obligations hereunder to an affiliate, in whole or in part, without prior written consent of Customer.

14. Customer represents and warrants to Provider that (a) it has the full power and authority to enter into and to perform this Agreement, and there is no contract, agreement, promise, undertaking or other fact, conflict and/or circumstance which would prevent the full execution and performance of this Agreement by it, and (b) it will comply with all local, state, and federal regulations and laws, or the foreign equivalents thereof, in the performance of its obligations under this Agreement, including without limitation, the delivery of Samples to Provider.

15. **TERM AND TERMINATION.**

15.1 The term of this Agreement ("Term") shall commence on the Effective Date and shall continue until (a) the Project has been completed, or (b) the Agreement is terminated earlier under this Section 15.

15.2 Provider may terminate this Agreement, at any time and at its sole discretion (a) upon fifteen (15) days' written notice to Customer; or (b) immediately upon notice to Customer in the event that Customer (i) becomes insolvent or unable to pay its debts as they become due (ii) makes an assignment for the benefit of creditors; (iii) becomes the



subject of any bankruptcy, insolvency, or similar proceeding; or (iv) is acquired by or merges with or into another party. Sections 1, 2.5 and 5 to 21 of these Term and Conditions shall survive any termination or expiration of this Agreement, and expiration or termination of this Agreement shall not relieve either Party of any obligation accrued prior to such expiration or termination and shall have no prejudice to other remedies such Party may have at law or equity. For clarity, after the termination of this Agreement for any reason, Provider shall invoice Customer fees for Services provided through the date of termination, and Customer shall pay such invoiced amount promptly, but in any event no later than thirty (30) days after the date of the invoice.

16. NO WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND AS TO ANY MATTER WHATSOEVER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES AND/OR DELIVERABLES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

17. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTIES FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, CONTINGENT, STATUTORY OR ANY OTHER SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF DATA) ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. FORCE MAJEURE. Neither Party shall be liable to the other Party for any failure to perform any of its obligation hereunder to the extent that such failure is due to circumstances beyond its control. The affected Party shall notify the other Party as soon as practicable of the occurrence of any such circumstance, and the Parties shall meet to consider what steps, if any, can be taken to overcome such circumstance.

19. COUNTERPARTS. This Agreement is executed in two sets of two counterparts, each of which shall be deemed to be an original. Each set with both counterparts shall constitute one and the same agreement.

20. MISCELLANEOUS.

20.1 In the event of any inconsistency or conflict between the provisions of the Cover Page and these Terms and Conditions: (a) in so far as they relate to payment terms, Service Fees, procedures for handling and shipping of samples, or delivery of Deliverables, the provisions of the Cover Page shall prevail; and (b) in all other instances, provisions of these Terms and Conditions shall prevail.

20.2 If any provision hereof should be held invalid, illegal or unenforceable in any jurisdiction, the Parties shall negotiate in good faith a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the Parties and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the Parties as nearly as may be possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.

20.3 The Cover Page and these Terms and Conditions Agreement, including schedules and exhibits contained herein and therein, set forth all the covenants, promises, agreements, warranties, representations, conditions and understandings between the Parties and supersedes and terminates all prior agreements and understandings between the Parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by the respective authorized officers of the Parties. Provider's failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver by Provider of such term, covenant, or condition, nor shall any waiver or relinquishment by Provider of, or failure to insist upon strict compliance with, any right, power or remedy hereunder at any one or more times be deemed a waiver or relinquishment by Provider of such right, power or remedy at any other time or times.

20.4 Unless otherwise agreed to by Provider in writing, all documents or notices to be delivered by Customer to Provider pursuant to or in connection with this Agreement shall be in the English language or, if any such document or notice is not in the English language, accompanied by an English translation thereof, and the English language version of any such document or notice shall control for purposes thereof.

20.5 The Parties agree that the relationship between the Parties established by this Agreement is that of independent contractors. Furthermore, the Parties agree that this Agreement does not, is not intended to, and shall not be construed to, establish an employment, agency or any other relationship. Except as may be specifically and expressly provided herein, neither Party shall have any right, power or authority, nor shall they represent themselves as having any authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other Party, or otherwise act as an agent for the other Party for any purpose.

20.6 Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto or their permitted assigns, any benefits, rights or

科技  
BGI·tech  
21. GOVERNING LAW  
Agreement is made in  
reference to

No. F17FTSEUHT0014  
or conflict between  
d these Terms and  
to payment terms.



remedies.

21. GOVERNING LAW, DISPUTE SOLUTION. This Agreement is made in, governed by, and shall be construed in accordance with the laws of the Hongkong without reference to conflicts of laws principles. The Parties hereby submit to the exclusive jurisdiction of the courts located in Hongkong for the purposes of resolving any dispute arising from this Agreement.